



**Amendment No. 2  
RFP No. 2017-064  
Solid Waste Hauling Services  
October 17, 2016**

**Revisions to RFP Documents**

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**Section 6 - Award of Contract**

Revision of paragraph **from** the following:

**6.1** Award will be made to the overall highest scoring Proposer who meets all criteria of this solicitation. If two or more finalists are tied, the finalist with the lowest cost will be awarded the contract. The City reserves the right to award all or a portion of the contract to one or more contractors.

Revision of paragraph **to** the following:

**6.1** Award will be made to the overall highest scoring Proposer who meets all criteria of this solicitation. If two or more finalists are tied, the finalist with the lowest cost will be awarded the contract.

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**Section 7 – Scope of Work**

Revision of paragraph **from** the following (previously revised in Addendum One):

The Contractor shall, except as may be otherwise provided herein, furnish all labor, materials, supplies, equipment, maintenance, and supervision necessary, useful, or required to perform the services. The contractor's hauling obligation shall be hauling of solid waste or recyclables from the Transfer Station to designated facilities, where it shall be unloaded as soon as possible. The City expects solid waste will be hauled within twenty-four (24) hours of being loaded with the exception of materials that were loaded into transfer trailers on Saturday, which may remain at the source facility until the following Monday morning. In addition to the Contractor's primary hauling obligation, the Contractor shall also be obligated and responsible for providing additional hauling or back-hauling services from the destination facilities as provided for in this Contract and as requested by the City.

Revision of paragraph **to** the following:

**7.1** The Contractor shall, except as may be otherwise provided herein, furnish all labor, materials, supplies, equipment, maintenance, and supervision necessary, useful, or required to perform the services. The contractor's primary hauling obligation shall be hauling of solid waste or recyclables from the Transfer Station to designated facilities, where it shall be unloaded as soon as possible. The City expects solid waste will be hauled within twenty-four (24) hours of being loaded with the exception of materials that were loaded into transfer trailers on a Saturday, which may remain at the source facility until the following Monday morning. In addition to the Contractor's primary hauling obligation, the Contractor shall also be obligated and responsible for providing additional hauling or back-hauling services from destination facilities as provided for in this Contract and/or as requested by the City.

**7.2** In the event the City establishes an additional source facility, an additional destination facility, or ceases to use the Sundog Transfer Station as a source facility, the City and the Contractor will negotiate new price terms for hauling materials to or from the additional facility. If, at any time, the City's Intergovernmental Agreement (IGA) with the City of Phoenix is terminated, or the use of another facility is required, the City and the Contractor will, at that time, negotiate pricing for hauling recycling materials to a new destination facility.

**7.3** Contractor agrees that in the event the City and Contractor cannot agree on new price terms for hauling materials from an additional source facility, or to an additional destination facility, the Contractor and the City agree to terminate the contract.

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## **Section 7 – Scope of Work**

Revision of paragraph **from** the following:

**7.11.1** Immediately after loading is complete, the Contractor shall secure or cover the transfer trailers to prevent littering at the City Facilities and during materials transit to destination facilities. The Contractor will construct a tarping station at the Transfer Station, the location of which to be agreed upon between the City and the Contractor. The City shall not be liable to the contractor for any damages or injuries arising out of the use of a tarping station. No tarping station will be provided by the City. The Contractor will indemnify, defend and hold harmless the City for any and all damages arising out of such construction and operation to fullest extent of the law.

Revision of paragraph **to** the following:

**7.11.1** Immediately after loading is complete, the Contractor shall secure or cover the transfer trailers to prevent littering at the City Facilities and during materials transit to destination facilities. The Contractor will design and construct a tarping station at the Transfer Station, the size and location of which to be agreed upon between the City and the Contractor. The City shall not be liable to the contractor for any damages or injuries arising out of the use of a tarping station. No tarping station will be provided by the City. The Contractor will indemnify, defend and hold harmless the City for any and all damages arising out of such construction and operation to fullest extent of the law.

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## Section 8 - General Terms and Conditions

**Add** the following paragraph:

**8.22** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

**Add** the following paragraph:

**8.23** The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.



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