

**Addendum 1 to Phase II RFP**  
**Revision to Definitions**  
**(April 26, 2017)**

**This sheet incorporates corrections to the Phase II Request for Proposal (RFP):**

1. The definition of “Acceptable Recyclables” is amended to change “Participating Municipality” to “CSWS Municipality” and change “Commingled Container Recyclables” to “commingled container recyclables” and change “Paper Fiber Recyclables” to “paper fiber recyclables.”
2. “Acceptance Criteria” is changed to “Acceptance Standards.”
3. The definition of “Annual Waste Throughput Guarantee” is amended to delete the second “annual availability.”
4. The definition of “Capacity” is amended to change “MSA Municipalities” to “CSWS Municipalities.”
5. The definition of “Change-in-Law” is amended to change “or of any of the Public Participant” in each instance to “MIRA” and “Contract Standards” to “Contract Principles.”
6. The definition of “Contract Year” is amended to change “July 1” to “July 1<sup>st</sup>” and “June 30” to “June 30<sup>th</sup>.”
7. The definition of “Environmental Performance Guarantee” is amended to change “Section 4” to “Appendix G.”
8. The definition of “Event of Default” is amended to change “Section 10.4” to “Section 10.”
9. Delete the definition of “Force Majeure Event.”
10. The definition of “Good and Accepted Construction Practice” is amended to change “California” to “Connecticut.”
11. The definition of “Guaranty” is amended to change “Guaranty Agreement” to “agreement.”
12. The definition of “Landfill” is amended to change “Acceptable Waste” to “Acceptable MSW.”
13. Delete the definition of “Periodic Capacity Review.”

14. The definition of "Settlement Statement" is amended to add "in Appendix K" at the end of the sentence.
15. The definition of "Spot Market Waste" is amended to change "Acceptable Waste" to "Solid Waste."
16. The definition of "Uncontrollable Circumstances" is amended and restated in its entirety as the following:

"Uncontrollable Circumstance" means any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Contract, and that materially interferes with or materially increases the cost of performing its obligations hereunder (other than payment obligations), to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of the Contract on the part of such party. Such acts or events may include, but shall not be limited to, the following:

1. naturally occurring events (except weather conditions normal for Hartford County) such as landslides, underground movement, earthquakes, hurricanes, lightning, very high winds, blizzard, ice storm, drought, fires or explosions, tornadoes, floods, epidemics, and other acts of God;
2. explosion, sabotage or similar occurrence, acts of a declared public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
3. labor disputes, strikes, lockout or like action among personnel, except labor disputes involving employees of the Contractor, its affiliates, or subcontractors which affect the performance of the Services under the Contract;
4. the failure of any subcontractor or supplier, other than the Contractor, the Guarantor or any affiliate of either, to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event which would constitute an Uncontrollable Circumstance if it affected the Contractor directly, and the Contractor is not able after exercising all reasonable efforts to timely obtain substitutes;
5. the failure of any appropriate Governmental Body or private utility having operational jurisdiction in the area in which the Facility is located to provide and maintain utilities to the Facility which are required for the performance of the Contract;
6. any failure of title to the Facility or Site or any enforcement of any encumbrance on the Facility or Site not consented to in writing by, or arising out of any action or agreement entered into by, the Party adversely affected thereby; and
7. the preemption of materials or services by a Governmental Body in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Facility.

It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute Uncontrollable Circumstances:

1. any act, event or circumstance with respect to which the Contractor has assumed the "as-is" risk under the Contract;
2. any act, event or circumstance that would not have occurred if the affected party had complied with its obligations under the Contract;
3. changes in interest rates, inflation rates (other than those provided for in the Contract), labor costs, insurance costs, commodity prices, currency values, exchange rates or other general economic conditions;
4. changes in the financial condition of MIRA, the Contractor, the Guarantor, or their affiliates or subcontractors affecting the ability to perform their respective obligations;
5. the consequences of error, neglect or omissions by the Contractor, the Guarantor, any subcontractor, any of their affiliates or any other person in the performance of the Services under the Contract;
6. union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed at the Facility or otherwise increasing the cost to the Contractor for performing the Services, provided that such are not the result of a Change-in-Law;
7. mechanical failure of equipment;
8. power outages not caused by third party utilities;
9. any impact of prevailing wage or similar laws, customs or practices on the Contractor's costs;
10. reasonably anticipated weather conditions for the geographic region of Hartford County;
11. any act, event, circumstance or Change-in-Law occurring outside the United States of America;
12. failure of the Contractor to secure applicable patents, provided that such failure is due to the acts, omissions or negligence of the Contractor;
13. a Change-in-Law pertaining to taxes; or
14. any Change-in-Law (including the issuance of any Governmental Approval, the enactment of any statute, or promulgation of any regulation) the terms and conditions of which do not impose more stringent or burdensome requirements on the Contractor than are imposed by the Contract.”

17. The following terms do not appear in the RFP and should be deleted from the Definitions Section of the RFP:
  - a. “Actual In-Service Date”; and
  - b. “Commencement Date”.
  
18. The following terms in the RFP’s Defined Section are contained within defined terms but are not otherwise defined in the Definitions Section:
  - a. “Permittee”;
  - b. “Governmental Body”;
  - c. “Governmental Approval”; and
  - d. “Local Government.”
  
19. The following terms are included in the Definitions Section of the RFP but are not used as defined terms throughout the RFP:
  - a. “Commercial Operation Date”;
  - b. “Construction” or “Construction Work”;
  - c. “Maintenance”; and
  - d. “Spot Market Waste”.
  
20. The following terms are acknowledged as defined terms in the RFP but not included in the Definitions Section:
  - a. “Contract Term”;
  - b. “Evaluation Team”;
  - c. “Federal”
  - d. “Final Proposal”; and
  - e. “Public Version”.
  
21. The term “Tipping Fees” should be added to the Definition Section as used in Appendix K to mean “the fees charged by MIRA to MSWS Municipalities pursuant to MSAs.”