

CONTRACT AMENDMENT #1

This agreement constitutes an Amendment to the Contract for Regularly Scheduled Solid Waste and Recycling Pickup and Disposal Services between **FAIRFAX WATER** ("FW") and **WASTE MANAGEMENT OF VIRGINIA, INC.** (the "Contractor") (collectively, the "parties").

In consideration of the mutual covenants set forth herein, the parties agree to amend and modify the Contract effective September 25, 2023, as follows:

Administrative Correction:

The 6-yard Solid Waste Container quantity for Site 7, Murray Maintenance and Warehouse Facility, is hereby corrected from 1 each to 2 each. The frequency of service remains unchanged at 2 times per week per container.


In all other respects not specifically mentioned or altered by Amendment, the original Contract shall remain in full force and effect.

FAIRFAX COUNTY WATER AUTHORITY
8570 Executive Park Avenue
Fairfax, Virginia 22031

WASTE MANAGEMENT OF VIRGINIA, INC.
1505 Moran Road
Sterling, Virginia 20166

Procurement Contact:
Tammy L. Spinks
Phone: 703-289-6275
Email: tspinks@fairfaxwater.org

Vendor Contact:
Shanna Kistner
Phone: 202-870-4510
Email: skistnel@wm.com

By: 
Name: Tammy L. Spinks, CPPB
Title: Procurement Specialist III
Date: September 7, 2023

By: Shanna Kistner
Name: Shanna Kistner
Title: Senior Account Executive - Public Sector
Date: September 8, 2023

Digitally signed by Shanna Kistner
Date: 2023.09.11 08:39:03 -04'00'

AGREEMENT FOR SERVICE

THIS AGREEMENT is effective on the 25th day of September, 2023, by and between the **FAIRFAX COUNTY WATER AUTHORITY**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "FW", and **WASTE MANAGEMENT OF VIRGINIA, INC.**, hereinafter referred to as the "Contractor" (collectively referred to as the "parties").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The Contractor shall provide Regularly Scheduled Solid Waste and Recycling Pickup and Disposal Services as specified and defined herein.

All goods and services provided shall be in accordance with the following, in order of precedence: this Agreement for Service (including all Exhibits, if applicable) assigned FW Contract Number 2023-037 ("Agreement" or "Contract"); the Contractor's Bid Submission Form dated August 21, 2023; the Contractor's Written Prohibited Items Policy titled "Definitions of Waste Materials & Recyclable Materials" and attached to this Contract as Exhibit I; and FW's Invitation to Bid (IFB) No. 23-045 dated August 8, 2023 (including all addenda, if applicable), (all of which are incorporated into this Contract by reference or attachment, as applicable). In the event that the IFB or the Contractor's Bid Submission contradict or limit this Agreement for Service, this Agreement shall prevail.

No representations, arrangements, understandings or agreements relating to the subject matter exist amongst the parties except as expressed in this Agreement.

1.0 TERM OF CONTRACT AND ANNUAL RENEWALS

- A. The term of this contract shall be from September 25, 2023 through September 30, 2024, with four 1-year renewal options through September 30, 2028.
- B. Renewal: Annual renewals will be renewed at the then current rates, terms and conditions unless a price adjustment is requested (see section 3.1 Annual Economic Price Adjustment). Issuance of a written renewal document and/or purchase order for the optional years will constitute notice of renewal. Failure to renew by the expiration date of the then current contract year will not automatically cancel the contract. FW may retroactively renew the contract at any time prior to the last day of the following contract year providing that FW has not formally cancelled the contract.

2.0 SPECIFICATIONS/SCOPE OF WORK

2.1 Scope of Work

A. Delivery of Solid Waste and Recycling Containers, and 30-Yard Tire Roll-off Containers:

1. **Delivery of all equipment is required on September 25, 2023.**
2. The Contractor shall perform the first solid waste and recycling pickup up within 3 Business Days of the equipment delivery. After the first pickup, services shall continue, without interruption, on the frequency schedule as specified in Paragraph B of this Section.

B. Regularly Scheduled Municipal Solid Waste and Recycling Pickup and Disposal Services:

The Contractor shall furnish all equipment, labor, transportation, insurance, and all other usual and customary supplies to perform regularly scheduled municipal waste and recycling collection services, in the container quantities and pickup frequencies, and in accordance with all applicable federal, state, or local ordinances, as specified below:

1. Morin Office Building
8570 Executive Park Avenue
Fairfax, Virginia 22031

Equipment, Quantity and Pickup Frequency

8-Yard Solid Waste Container	1 Each	3 times/week
8-Yard Recycling Container	1 Each	1 times/week

2. Planning and Engineering (P&E) Office Building
8460 Arlington Boulevard
Fairfax, Virginia 22031

Note: This location is next door to the Morin Office Building and shares the same parking lot. The awarded contractor shall provide services to each location on the same day.

Equipment, Quantity and Pickup Frequency

8-Yard Solid Waste Container	1 Each	3 times/week
8-Yard Recycling Container	1 Each	1 times/week

3. Chantilly Maintenance and Warehouse Facility
4401 Henninger Court
Chantilly, Virginia 29151

Equipment, Quantity and Pickup Frequency

8-Yard Solid Waste Container	2 Each	2 times/week
8-Yard Recycling Container	1 Each	1 time/week

4. Corbalis Water Treatment Plant
1295 Fred Morin Road
Herndon, Virginia 20170

Equipment, Quantity and Pickup Frequency

6-Yard Solid Waste Container	1 Each	2 times/week
8-Yard Solid Waste Container	1 Each	2 times/week
8-Yard Recycling Container	2 Each	1 time/week

5. Griffith Water Treatment Plant
9600 Ox Road
Lorton, Virginia 22079

Equipment, Quantity and Pickup Frequency

6-Yard Solid Waste Container	1 Each	2 times/week
8-Yard Recycling Container	1 Each	1 time/week

6. Newington Maintenance and Warehouse Facility
8001 Cinder Bed Road
Lorton, Virginia 22079

Equipment, Quantity and Pickup Frequency

6-Yard Solid Waste Container	2 Each	2 times/week
8-Yard Recycling Container	1 Each	1 time/week

7. Murray Maintenance and Warehouse Facility
2930 Industry Lane
Fairfax, Virginia 22031

Equipment, Quantity and Pickup Frequency

6-Yard Solid Waste Container	2 Each	2 times/week
8-Yard Recycling Container	1 Each	1 time/week

- C. All supplies and services provided shall conform to the specifications set forth in the solicitation and any amendments thereto. Refuse collected under this contract is expected to include items that fit into the Contractor-furnished containers and to be acceptable to a landfill as municipal waste or recyclable materials.
- D. All waste shall be disposed of at properly certified and licensed recycling or landfill facility.
- E. The Contractor shall be in full compliance with all applicable Federal, State, and County laws ordinances, codes, regulations, and requirements. Failure to maintain full compliance with these requirements shall be grounds for immediate termination of the resulting contract.

2.2 Contractor Furnished Equipment

- A. All equipment shall be furnished by the Contractor and shall remain the property of the Contractor.
- B. All solid waste containers shall be equipped with sliding loading ports on two non-adjacent sides. All containers shall be equipped with lightweight, top-loading lids of plastic, fiberglass, or other suitable material. If requested by FW, the Contractor shall provide a locking mechanism or hardware to prevent unauthorized use of containers. Locking mechanism or hardware shall be provided at no additional cost to FW.
- C. Refuse and recycling containers shall be labeled in English and Spanish indicating the material accepted. In addition, single stream recycling containers shall include a decal indicating the materials accepted for recycling (e.g., mixed paper, corrugated cardboard, and metal, plastic and glass food and beverage containers) and shall also include the chasing arrows symbol.
- D. Refuse and recycling collection containers that become damaged or unsightly, regardless of the cause of damage or condition, shall be repaired, replaced, or cleaned as required by FW and at no additional cost to FW. FW reserves the right to request relocation of any contractor-owned container at no additional cost. Service requests for contractor relocation shall be honored within three business days.

2.3 Contractor Written Prohibited Items Policy:

The Contractor's written prohibited items policy specifying all items prohibited from being placed in Contractor owned equipment is incorporated into and made part this Contract (see Exhibit I). The Contractor shall attach photographic evidence to their invoice for any chargeable violation of the prohibited items policy. The photo shall clearly depict the applicable FW location and the material or other substance that caused the violation inside the Contractor owned equipment. Failure to include photographic evidence with the invoice will result in FW deeming the charges as unauthorized and the invoice will be rejected.

2.4 Bid Prices and Acceptance

All bid prices shall be the net cost. Bid pricing shall include the cost of labor and general and administrative overhead, transportation, fuel and environmental surcharges, container rental fees, lift charges, delivery and pick up charges, handling charges, or any other usual and customary charges for the services provided. FW will not pay any additional charges not disclosed on the Bid Submission Form.

2.5 Site Security

Access to secure locations shall be coordinated with the designated FW On-site Project Manager post contract award.

2.6 Superintendence by Contractor

- A. The Contractor shall be responsible, in all respects, for all damage caused by the Contractor to FW property in the performance of the Work. Any damage caused by the Contractor to FW property shall be promptly reported to the FW Project Manager, either in person or by phone call, with a mandatory follow-up email detailing the damage. The Contractor shall promptly report any existing damage to FW property upon their arrival at the Work site to the FW Project Manager. In all cases of damage, the notification email shall include photos documenting the damage
- B. The Contractor shall at all times enforce strict discipline and good order among the workers on the project. The Contractor shall not assign to the Work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, subcontractors, FW or FW's separate Contractors and their subcontractors.
- C. FW may require the Contractor to remove from a FW site, any employee FW deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

3.0 CONTRACT TERM AND TERMS AND CONDITIONS

3.1 Annual Economic Price Adjustment

- A. Contractors may submit a request for a contract price increase once annually. Any annual increase in prices or rates shall be limited to the most recently published Consumer Price Index for All Urban Consumers (CPI-U) for Washington-Arlington-Alexandria (unadjusted for seasonal changes) for the 12-month period ending 90 days prior to the end of the then current contract year.
- B. If the CPI-U for Washington-Arlington-Alexandria is not the appropriate index for the item(s) being bid, the bidder may substitute any other single BLS price index (e.g. Producer Price Index – metals) providing that the substitute price index constitutes the greatest component of the contract item. Multiple price indexes will not be considered for the same bid item. Bidder must specify the specific BLS Group and BLS Item that is to be used (e.g. BLS Group: Metals and products; BLS Item: Pressure pipe and fittings,

ductile iron (BLS Series ID# WPU10150237) on their Bid Submission Form. The specific BLS index identified by the Bidder on their Bid Submission Form will be used for the duration of the contract. If the substituted BLS index is discontinued by the BLS during any contract term, the Bidder may submit a request to the Procurement Contact to change the substituted BLS index to a different BLS index so as long as the newly substituted BLS index meets the requirements of this paragraph. If an alternate BLS index does not exist, or if the Contractor fails to request a change in the BLS index, the Contractor will automatically revert to the CPI-U for Washington-Arlington-Alexandria for the remainder of the contract terms.

Contractor Identified Index for all Future Contract Price Adjustments:

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, Unadjusted percent change: Water and sewer and trash collection services - Garbage and trash collection category.

- C. Any request for contract price increases must be submitted at least 60 days prior to the end of the then current contract year.
- D. Issuance of a written renewal document and/or purchase order for the optional years will constitute notice of renewal. Failure to renew by the expiration date of the then current contract year will not automatically cancel the contract. FW may retroactively renew the contract at any time prior to the last day of the following contract year providing that FW has not formally canceled the contract.
- E. Negative BLS index: If the agreed upon index is a negative number the contractor shall reduce contract rates by the same amount for new contract year.
- F. By submission of a bid, Contractors agree and accept the terms of items A, B, C, D and E above for the duration of the contract.

3.2 Anti-Discrimination

By submitting a bid in response to the solicitation, Bidder certifies to FW that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §11-51 of the Virginia Public Procurement Act.

- A. During the performance of the contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The Contractor will include the provisions above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

- C. Fairfax Water does not discriminate against faith-based organizations on the basis of the organization's religious character, or impose conditions that (a) restrict the religious character of the faith-based organization, except as provided by law, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

3.3 Antitrust

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to FW all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by FW.

3.4 Assignment of Interest

The Contractor shall not assign any interest in any resulting Contract and shall not transfer any interest in the same without prior written consent of FW, which FW shall be under no obligation to grant.

3.5 Availability of Funds

It is understood and agreed between the parties herein that FW shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

3.6 Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with FW pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. FW may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

3.7 Compliance with Laws, Regulations and Codes

The Contractor hereby represents and warrants that:

- A. It is qualified and properly licensed to do business in the Commonwealth of Virginia and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing FW, the Commonwealth of Virginia, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under the Contract; and
- D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under the Contract.

3.8 Contract Formation

- A. The words "Contract" and "Purchase Order" are used interchangeably unless the context otherwise plainly requires. The documents comprising the Contract shall be accorded the following order of precedence:
 - 1. The Contract including any Amendments or Change Orders;
 - 2. All Purchase Orders;

3. Any Addenda to the IFB;
 4. This IFB (including all Appendices and Attachments hereto); and
 5. The Bidder's completed Bid Tabulation Form (including any drawings and submittals).
- B. The contract to be entered into as a result of the IFB shall be by and between the Bidder as Contractor and FW. It shall include the following items, which are listed in order of precedence:
1. The fully executed contract between the parties, or FW Purchase Order,
 2. The IFB and any Addenda to the IFB,
 3. The Bidder's response to the IFB (including any drawings and submittals), and
 4. All correspondence between the parties regarding this IFB.
- C. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

3.9 Contract Changes / Change Orders

- A. No verbal agreement or conversation with any officer, agent, or employee of FW either before or after the execution of any Contract resulting from this solicitation or follow-on negotiations, shall affect or modify any of the terms, conditions, specifications, or obligations contained in the solicitation, or resulting Contract. No alterations to the terms and conditions of the Contract shall be valid or binding upon FW unless made in writing and signed by the purchasing contact identified on the cover page. Contract changes shall be in writing and shall be on official FW Purchasing Department letterhead. In any event and in all circumstances, the Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract by the FW Project Manager.
- B. Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. FW may order changes within the general scope of the contract at any time by Notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give FW a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to FW's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present FW with all vouchers and records of expenses incurred and savings realized. FW shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by Notice to the Purchasing Department. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by FW or with the performance of the contract generally.

3.10 Contractual Disputes *

- A. Contractual claims, whether for money or for other relief, will be submitted in writing not later than 60 days after final payment; provided however, that written notice of the Contractor's intention to file such claim must:
 - 1. Be delivered to the attention of FW's Procurement Representative assigned to the contract at the address shown on the signature page of the resultant service agreement contract not later than five days after the occurrence or of the beginning of the Work upon which the claim is based; and
 - 2. Contain a reasonably detailed description of the basis of the claim otherwise the claim will be deemed to have been waived. FW will make a written decision upon any such claim within 60 days after submittal of the claim. The Contractor shall not institute legal action prior to receipt of FW's decision on the claim unless FW fails to render such decision within 90 days after submittal of the claim. The decision of FW will be final, unless the Contractor initiates legal action as provided in Section 2.2-4364 of the Virginia Code. Failure of FW to render a decision within 90 days will not result in the Consultant being awarded the relief claimed, nor will it result in any other relief or penalty. The sole result of FW's failure to render a decision within the time allotted will be the Consultant's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Virginia Code has been established for contractual claims under this Agreement.
- B. No claim of any nature will be made against FW by or on behalf of a subcontractor unless the Contractor has first: (a) evaluated such claim thoroughly and determined it to be meritorious; (b) issued a written notice to the subcontractor finding the subcontractor's claim to be meritorious and setting forth any additional compensation or additional days to be paid or granted to the subcontractor on account of such claim; and (c) paid the subcontractor in full for such claim. In presenting such a claim, the Contractor shall provide FW with a copy of the written notice to the subcontractor and with evidence of payment in full of the subcontractor's claim. No such claim will exceed the amount actually paid to the subcontractor.

3.11 Contractor's Responsibilities

- A. The Contractor shall be responsible for all products and or services as required and specified herein. The use of subcontractors is prohibited unless:
 - 2. A request to include a subcontractor is included in the bid and,
 - 3. The Bidder receives written approval to use a subcontractor prior to, or as part of the formal contract between the parties.
- B. Even when properly authorized by FW, the use of a subcontractor does not relieve the Contractor of liability under the contract.
- C. The Contractor, at its sole expense, shall be responsible for damage to FW and non-FW property as a result of its failure, or its subcontractor's failure to protect such facilities and utilities.
- D. The Contractor, at its sole expense, shall immediately repair or replace FW property damaged by (or caused by) the Contractor or its Subcontractor(s). Replacements will be of equal or better quality than the property damaged property, and all such work must be approved by FW Project Manager.

3.12 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one

original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

3.13 Delivery

- A. By submitting a bid in response to this solicitation, the Bidder guarantees delivery of contract items within the timeframe specified herein or as indicated in the bidders bid submission form. Failure to deliver within the time specified, or as amended in writing by FW, or failure to make replacements of rejected Contract items, shall constitute a breach of contract and may be grounds for a declaration of default in addition to any other remedies FW may be entitled to.
- B. Deliveries must be made by within the delivery time specified in the bid submission document. If a delay is anticipated, the Contractor must provide as much advanced notice as possible to FW. Failure to honor a delivery schedule may result in damages to FW. The Contractor is liable for any and all costs incurred by FW due to such failures.

3.14 Drug-free Workplace to be Maintained by Contractor*

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3.15 Employment Discrimination by Contractor Prohibited; Required Contract Provisions*

The following provision is required to be in every contract of more than \$10,000 (Virginia Public Procurement Act, § 2.2-4311)

- A. During the performance of any ensuing contract, the Contractor agrees as follows:
 - 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3.16 Ethics in Public Contracting

Contractor hereby certifies that it has familiarized itself with Article 4 of Title 11 of the Virginia Public Procurement Act, Section 11-72 through 80, Virginia Code Annotated, and that all amounts received by it, pursuant to a contract resulting from this solicitation, are proper and in accordance therewith.

3.17 Examination of Records

Bidder agrees that in any resulting contract, either FW or its duly authorized representative shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any resulting contract. This obligation shall expire five years after the final payment for the final service performed as a result of any and all contract(s) awarded pursuant to this solicitation, or until audited by FW, whichever is sooner. Contractor will provide reasonable access to any and all necessary documents and upon demand provide copies of documents if so required by FW or its representative(s). FW will reimburse the Contractor for any reasonable expenses it incurs as a result of such a request.

3.18 Faith-Based Organizations

FW does not discriminate against faith-based organizations.

3.19 Governing Law; Venue; Waiver of Jury Trial

Notwithstanding any provision to the contrary, this solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any dispute arising hereunder which is not otherwise resolved by the parties shall be resolved by a court of competent jurisdiction in the Commonwealth of Virginia. The Contractor and FW hereby waive any right such party may have to a trial by jury in connection with any such litigation.

3.20 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

3.21 Indemnification and Responsibility for Claims and Liability

With respect to any contract that results from this solicitation, Bidder is bound by the following:

- A. The Contractor shall indemnify, save harmless and defend FW, or any employee of FW, against liability for any suits, actions, or claims of any character whatsoever arising from or relating to the performance of the Contractor or its subcontractors under this contract.
- B. FW has no obligation to provide legal counsel or defense, or pay attorney's fees to the Contractor or its subcontractors in the event that a suit or action of any character is brought by any person not party to the contract, against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.
- C. FW has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.
- D. The Contractor shall immediately notify FW of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the contract. If such a claim or suit is brought, the Contractor will cooperate, assist, and consult with FW in the defense or investigation of any suit or action made or filed against FW as a result of or relating to the Contractor's performance under this contract.
- E. The Contractor shall pay all royalties and license fees necessary for performance of the contract. The Contractor shall defend all suits or claims for infringement of any patent rights or other proprietary rights

arising from or related to performance of the resulting contract and shall save FW harmless from any loss, including Attorneys' fees arising out of any such claim.

3.22 Insurance

- A. In addition to the mandatory insurance requirements listed in this Section and, at the request of FW, any Bidder may be required to provide a list of all insurance claims made against it within the past 36 months. FW reserves the right to reject any bid if in FW's opinion the amount or number of claims is deemed to be excessive. A Bidder's failure to comply with this requirement may result in rejection of its bid. If no claims have been made, then the Bidder shall so state in its bid. Fairfax Water may require such information from the Contractor as it deems necessary to assess the Contractor's financial ability to pay any deductibles with respect to the insurance policies required hereunder.
- B. Before commencing the work, the Contractor shall procure and maintain at its own expense, minimum insurance in forms and with insurance companies acceptable to FW to cover loss or liability arising out of the Work. All insurance policies must be underwritten by insurers authorized to conduct business within the Commonwealth of Virginia and must have a Best's rating of at least A- and a financial size of class VIII or better in the latest edition of Best's Insurance Reports.
- C. The Contractor shall immediately notify FW of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the contract. If such a claim or suit is brought, the Contractor will cooperate, assist, and consult with FW in the defense or investigation of any suit or action made or filed against FW as a result of or relating to the Contractor's performance under this contract.
- D. With the exception of Workers' Compensation and Employers' Liability Insurance, all additional insurance policies specified herein shall name FW as an additional insured with regard to work performed under any subsequent Contract
- E. The Contractor will provide FW with copies of certificates of insurance coverage and proof of payment of all premiums. Each certificate of insurance must include: (a) an endorsement from the insurer that certifies that the Contractor maintains the referenced policy in full force and effect; (b) where applicable, a statement indicating that FW is included as an additional insured; and (c) a provision requiring that not less than 30 days written notice will be given to FW before any policy or coverage is canceled or modified in any material respect. Without limiting the requirements set forth above, the insurance coverages will include a minimum of:

- 1. Workers' Compensation and Employers' Liability Insurance: Statutory requirements and benefits as required by the Commonwealth of Virginia; and
- 2. Required Commercial General Liability Insurance: This insurance must be written on an "occurrence" basis and shall be endorsed to include FW as an additional insured and shall provide at a minimum the following:

◆ General Aggregate Limit (Other than Products-Completed Operations)	\$1,000,000
◆ Products-Completed Operations Aggregate Limit	\$ 500,000
◆ Personal & Advertising Injury Limit	\$ 500,000
◆ Each Occurrence Limit	\$ 500,000
<u>For Construction Contracts:</u>	
◆ Directors & Officers – Errors & Omissions	\$2,000,000

- F. Business Automobile Liability Insurance: This insurance coverage must extend to any motor vehicles or other motorized equipment regardless of whether it is owned, hired, or non-owned and must cover Bodily Injury and Property Damage with a combined single limit of at least \$1,000,000 each accident. This insurance must be written in comprehensive form and must protect the Contractor and FW against claims

for injuries to members of the public and/or damage to the property of others arising from the Contractor's use of motor vehicles or other equipment and must cover both on-site and off-site operations.

- G. Nothing contained herein will be deemed to operate as a waiver of FW's sovereign immunity under the law.

3.23 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or FW, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

3.24 No Waiver or Estoppel

Neither the inspection by FW nor any of its employees, nor any payment of money, nor payment for, nor acceptance of any Commodity by FW, nor any extension of time shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner or of any right to damage herein provided. No waiver of any breach of this Contract shall be held to be a waiver of any other subsequent breach. All remedies provided in this Contract to FW shall be construed as cumulative and shall be in addition to each and every other remedy herein provided. Neither FW, nor any officer, employee, or authorized representative of FW, will be bound, precluded, or estopped by any action, determination, decision, acceptance, return, certificate, or payment made or given under or in connection with the Contract by any officer, employee or authorized representative of the Owner, at any time either before or after final completion and acceptance of the Work and payment therefore from: (a) showing the true and correct classification, amount, quality, or character of the Commodities delivered, or that any determination, decision, acceptance, return certificate or payment was incorrect or was improperly made in any respect, or that the Commodities or any part thereof do not in fact conform to the requirements of the Contract; (b) demanding and recovering from the Contractor any overpayment made to the Contractor or such damages as FW may sustain by reason of the Contractor's failure to comply with the requirements of the Contract; or (c) both of the foregoing clauses (a) and (b).

3.25 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

3.26 Pass-through Price Increases and Decreases

For annually renewable contracts:

- A. **Increases:** FW recognizes that the Contractor's sources of supply and transportation may pass onto the Contractor unanticipated and significant price increases. FW will consider requests by the Contractor to allow "pass-through" price increases when accompanied with sufficient proof. Only the Contractor's direct supplier's price increases will be considered. FW reserves the right to accept or reject all such requests. FW will not allow price increases that are greater than the amount passed on to the Contractor, or for a period outside of the then current contract year.
- B. **Decreases:**
 - 1. Pass through price increases shall cease at the end of the then current contract year and contract pricing will return to the pre-pass-through rate. The contractor will be eligible for and only upon request, the annual economic price increase as defined in Section 5.2 Annual Economic Price Adjustment.

2. Prior to the end of the then current contract year, the pass-through increase shall be reduced or eliminated when and as the cause of the increase is reduced or eliminated.
- C. Pass through price increases will not be a substitute for poor planning by the Contractor. Pass through increase will not be allowed for the first six months of any contract year. Price increases will be effective upon the date such a request is received in writing; and will not be made retroactive.

3.27 Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by FW, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this IFB, nor of any power herein reserved to FW, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of FW to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

3.28 Payment Clauses Required in All Contracts

Section § 2.2-4352 of the Virginia Public Procurement Act requires the following:

- A. That any contract awarded by FW include the following clauses:
 1. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by FW for work performed by any subcontractor(s) under the contract:
 - a. The Contractor shall pay its subcontractor(s) for the proportionate share of the total payment received from FW attributable to the work performed by the subcontractor under that contract; or
 - b. Notify FW and any subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 2. Bidders shall include in their offer submissions either: (i) if an individual contractor, their social security numbers; and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
 3. The contractor shall pay interest to the subcontractor(s) on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from FW for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subdivision 1.
 4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- B. The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- C. A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of FW. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

3.29 Payment

- A. Invoices: All invoices are to be sent directly to FW Accounts Payable department by mail, fax, or e-mail. Invoices shall include the FW Purchase Order / Contract number and the contractor's FEIN. Invoices are not to be sent to the contract Project Manager, or other departmental reps. Failure to comply may result in late payments for which FW will not be liable.

- B. **Terms:** All payments will be Net 30 from the date of receipt of a valid invoice at FW Finance Department. Payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- C. **Invoices:** The Contractor shall submit invoices for items ordered, delivered and accepted, directly to the Finance Department, to the attention of Accounts Payable. Invoices shall show FW Purchase Order or contract number and are subject to review and approval by FW Project Manager
- D. **Partial Payments:** Requests for partial payments or advanced payments must be submitted as part of the Price Bid along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder must waive the requirement in order to remain in consideration.
- E. **Refunds:** If the Contractor is declared to be in default, FW will be eligible for a full and immediate refund for all payments made to the Contractor. **Partial Payments:** Requests for partial payments or advanced payments must be submitted as part of the Price Offer along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder must waive the requirement in order to remain in consideration.
- F. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, final payment is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, FW shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination.

3.30 Price Firm Period

Bid pricing shall be firm and fixed as originally offered and accepted for the first 12 months of the contract.

3.31 Prices for Goods and Services

All prices for the goods and services specified herein shall be delivered F.O.B. the facility set forth on the Purchase Order and shall represent the entire cost to FW for the Contractor to provide the goods and services to FW.

3.32 Purchase and Sale Transaction

Any transaction for the purchase and sale of any Commodity shall be affected by FW's issuance to the Contractor of a Purchase Order, in which event the Contractor covenants and agrees to furnish all Commodities described therein in strict accordance with the terms and conditions of such Purchase Order and the other documents that together constitute the Contract.

3.33 Rider Clause

Subject to the mutual agreement between the parties, any contract awarded on the basis of this solicitation may be used by any public entity (to include jurisdictions comprising the Metropolitan Washington Council of Governments), to enter into a contract for the services described and defined herein. For single purchases, the contract may be used for up to 12 months from the actual date of contract award. For multi-year contracts, the contract may be used throughout the effective period of the contract. Contracts awarded as a result of this solicitation will be subject to these terms and conditions, and/or such terms and conditions as may be required

by the controlling body for the public agency using the contract. Pricing shall be as offered by the successful Offeror and subsequently accepted by FW.

3.34 Severability

In the event that any provision shall be adjudged or decreed to be invalid by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

3.35 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Warranties, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

3.36 Taxes

FW is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes. FW's tax identification number is 54-6025290.

3.37 Termination of Contract

A. For Cause. In the event that the Contractor: (1) fails to deliver any Commodity or Service in accordance with the time period established therefore in the Contract; or (2) fails to furnish any Commodity or Service which conforms in all respects to the requirements of the Contract; then FW, without prejudice to any other rights or remedies it may have at law or in equity (including its right to seek damages from the Contractor), shall have the right to terminate the Contract and any outstanding Purchase Orders by issuing a written notice of termination to the Contractor. Such notice of termination shall describe in reasonable detail the grounds for the termination and shall take effect immediately upon receipt by the Contractor.

If, after issuance of a notice of termination under this Section it is determined for any reason that cause for such termination did not exist, then the rights and obligations of the parties shall be the same as if the notice of termination had been delivered under the provisions of subsection B (termination for convenience) hereof; provided, however, that the Contractor in such event shall be deemed to have received seven days prior written notice of such termination. Any compensation due the Contractor pursuant to subsection B shall be offset by the cost to FW of remedying the default by the Contractor. The Contractor shall in no event be entitled to receive any consequential damages or any anticipated profits with respect to Commodities not yet furnished to, and accepted by, FW as of the effective date of any such termination.

B. For Convenience. FW shall have the right to terminate the Contract and/or any outstanding Purchase Orders issued hereunder at its own convenience for any reason by giving seven business days prior written notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the actual cost of any Commodity delivered to, and accepted by, FW and the actual cost of any equipment, goods or materials ordered by the Contractor hereunder in good faith which could not be canceled, less the salvage value thereof, provided sufficient substantiation is furnished to FW. Any subcontract entered into by the Contractor in connection with the transactions contemplated hereby shall contain a similar termination provision for the benefit of the Contractor and FW. The Contractor shall in no event be entitled to receive anticipated profits on any Commodities not yet furnished to and accepted by FW as of the effective date of any such termination.

3.38 Virginia Freedom of Information Act

Except as provided herein, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act.

4.0 COMPENSATION

Compensation shall be in accordance with the Price Sheet attached as Exhibit II to this Contract.

FAIRFAX COUNTY WATER AUTHORITY
8570 Executive Park Avenue
Fairfax, Virginia 22031

WASTE MANAGEMENT OF VIRGINIA, INC.
1505 Moran Road
Sterling, Virginia 20166

Procurement Contact:

Tammy L. Spinks
Phone: 703-289-6275
Email: tspinks@fairfaxwater.org

Vendor Contact:

Shanna Kistner
Phone: 202-870-4510
Email: skistnel@wm.com

By: 

Name: Jamie Bain Hedges, P.E.

Title: General Manager

Date: 9/6/2023

By: **Shanna Kistner** Digitally signed by Shanna Kistner
Date: 2023.09.01 11:36:10 -04'00'

Name: Shanna Kistner

Title: Senior Account Executive - Public Sector

Date: September 1, 2023

EXHIBIT I

Contractor Prohibited Items List



Definitions of Waste Materials & Recyclable Materials:

"Waste Materials" means all non-hazardous solid waste and organic waste. Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional exhibit), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials").

"Recyclable Materials" applies to fiber and non-fiber recyclables and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Source-separated wastepaper, cardboard, plastics and metals should be provided in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company. Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

RECYCLE RIGHT

✓ ALWAYS RECYCLE / RECICLE SIEMPRE



Plastic Bottles & Containers
Botellas y envases de plástico



Food & Beverage Cans
Latas de alimentos y bebidas



Paper
Papeles



Flattened Cardboard & Paperboard
Cartón y cartulina aplastados

✗ DO NOT INCLUDE IN YOUR MIXED RECYCLING CONTAINER
/ NO INCLUIR EN SU CONTENEDOR DE RECICLAJE MIXTO



NO Food or Liquids
NO comida o líquidos



NO Foam Cups & Containers
NO vasos y recipientes de poliestireno



NO Loose Plastic Bags, Bagged Recyclables or Film
Empty recyclables directly into your bin.
NO bolsas y envolturas de plástico sueltas, o materiales reciclables embolsados
Vacía directamente los materiales reciclables en nuestro carrito



NO Glass Bottles & Containers
NO botellas y envases de vidrio



NO Clothing, Furniture & Carpet
NO ropa, muebles y alfombras



NO Green Waste
NO desechos verdes



NO Batteries – check local drop-off programs for proper disposal
NO baterías - Verifique los programas locales de entrega para su correcta eliminación

To learn more, visit:
Para más información, visite:
wm.com/recycleright



© 2020 WM Intellectual Property Holdings, LLC. The Recycle Right recycling education program was developed based upon national best practices. Please consult your local municipality for their acceptable materials and additional details of local programs, which may differ slightly.

RECYCLE RIGHT

To learn more,
visit wm.com/recycleright



Always Recycle



Plastic Bottles & Containers



Paper



Glass Bottles & Containers



Flattened Cardboard & Paperboard



Food & Beverage Cans



Do Not Include In Your Mixed Recycling Container



NO Food or Liquids



NO Foam Cups & Containers



NO Green Waste



NO Batteries
Check local drop-off programs
for proper disposal



NO Loose Plastic Bags,
Bagged Recyclables or Film
Empty recyclables directly into
your bin.



NO Clothing, Furniture & Carpet

RECYCLE RIGHT

To learn more,
visit wm.com/recycleright



Most Common Contaminants

Keep these common contaminants OUT of your recycling bin.



No Recyclables In Plastic Bags

Empty recyclables directly
into your bin and leave the
plastic bag out.



No Food & Liquids

Compost instead! Otherwise
it belongs in the trash.



No Electronics & Small Appliances

Donate if in good condition,
or schedule a bulky item
pickup, if available.
Check earth911.com
for a local drop-off site.



No Textiles, Bedding, Rugs & Carpet

Donate these items if they
are in good condition.
Large quantities may
require special disposal.



No Tanglers, Holiday Lights, Hangers & Extension Cords

They wrap around
equipment and can shut
down an entire facility!
They all go in the trash.



No Plastic Bags, Film/ Sheeting & Flexible Film Packaging

Take plastic bags back to
local retailers to keep them
out of the recycling stream.
Visit plasticfilmrecycling.org
to find a drop-off location
near you.



No Paper Napkins, Plates, Cups & Tissues

Compost if possible, and
remember to recycle the
cardboard tube.



No Polystyrene Foam

Foam and plastic containers
are not recyclable curbside.
Find drop-off programs
for items like foam packing
peanuts at earth911.com.



No Tires, Auto Parts & Scrap Metal

(Not in recycling or trash.)
All can damage equipment
and are safety hazards.
Contact your local scrap
recyclers or retail tire stores
for recycling options, or
check earth911.com for a
drop-off center near you.



No Concrete, Wood & Construction Debris

Can damage equipment &
are safety hazards. You may
be able to schedule a bulky
item pickup - otherwise
throw it in the trash or order
a roll off bin by contacting
Waste Management
Customer Service.



No Yard Waste & Wood

Compost or put in your
yard waste cart, if available.
Otherwise it belongs in
the trash.



No Non-Recyclable Plastic

Not everything that is
plastic is recyclable!
Recycle only food &
beverage bottles, jugs
and tubes.

EXHIBIT II
Pricing Pages

Fairfax Water Contract No. 2023-037 Exhibit II

Price Sheet

PART 1: REGULARLY SCHEDULED SOLID WASTE AND RECYCLING PICKUP AND DISPOSAL SERVICES

Item No.	Site	Equipment	Equipment Rental		Lift Charges		Total Weekly Charge	Total Yearly Cost =Total Weekly Rental + Total Weekly Lift Charges x 52 Weeks
			Weekly Rental Unit Cost	Total Weekly Rental Cost	Weekly Lift Charge	Frequency		
1	Morin	8-Yard Solid Waste Container	\$0.00	\$0.00	\$48.24	3	\$144.72	\$7,525.44
		8-Yard Recycling Container	\$0.00	\$0.00	\$52.62	1	\$52.62	\$2,736.24
							Site 1 Total Yearly Charge	\$10,261.68
2	P&E	8-Yard Solid Waste Container	\$0.00	\$0.00	\$48.24	3	\$144.72	\$7,525.44
		8-Yard Recycling Container	\$0.00	\$0.00	\$52.62	1	\$52.62	\$2,736.24
							Site 2 Total Yearly Charge	\$10,261.68
							TOTAL SITE 1 AND 2 CHARGES	\$20,523.36

Item No.	Site	Equipment	Equipment Rental		Lift Charges		Total Weekly Charge	Total Yearly Cost =Total Weekly Rental + Total Weekly Lift Charges x 52 Weeks
			Weekly Rental Unit Cost	Total Weekly Rental Cost	Weekly Lift Charge	Frequency		
3	Chantilly	8-Yard Solid Waste Container	\$0.00	\$0.00	\$87.24	2	\$174.48	\$9,072.96
		8-Yard Recycling Container	\$0.00	\$0.00	\$45.00	1	\$45.00	\$2,340.00
							Site 3 Total Yearly Charge	\$11,412.96

Item No.	Site	Equipment	Equipment Rental		Lift Charges		Total Weekly Charge	Total Yearly Cost =Total Weekly Rental + Total Weekly Lift Charges x 52 Weeks
			Weekly Rental Unit Cost	Total Weekly Rental Cost	Weekly Lift Charge	Frequency		
4	Corballis	6-Yard Solid Waste Container	\$0.00	\$0.00	\$39.24	2	\$78.48	\$4,080.96
		8-Yard Solid Waste Container	\$0.00	\$0.00	\$46.96	2	\$93.92	\$4,883.84
		8-Yard Recycling Container	\$0.00	\$0.00	\$77.08	1	\$77.08	\$4,008.16
							Site 4 Total Yearly Charge	\$12,972.96

Fairfax Water Contract No. 2023-037 Exhibit II

Price Sheet

PART 1: REGULARLY SCHEDULED SOLID WASTE AND RECYCLING PICKUP AND DISPOSAL SERVICES

Item No.	Site	Equipment	Equipment Quantity	Weekly Rental Unit Cost	Weekly Rental Cost	Total Weekly Rental Cost	Weekly Lift Charge	Frequency	Total Weekly Lift Charges	Total Weekly Rental Charge + Total Weekly Lift Charges	Total Yearly Cost = Total Weekly Rental + Total Weekly Lift Charges x 52 Weeks
5	Griffith	6-Yard Solid Waste Container	1	\$0.00	\$0.00	\$0.00	\$54.34	2	\$108.68	\$108.68	\$5,651.36
		8-Yard Recycling Container	1	\$0.00	\$0.00	\$0.00	\$57.24	1	\$57.24	\$57.24	\$2,976.48
Site 5 Total Yearly Charge											
\$8,627.84											
6	Newington	6-Yard Solid Waste Container	2	\$0.00	\$0.00	\$0.00	\$94.96	2	\$189.92	\$189.92	\$9,875.84
		8-Yard Recycling Container	1	\$0.00	\$0.00	\$0.00	\$57.24	1	\$57.24	\$57.24	\$2,976.48
Site 6 Total Yearly Charge											
\$12,852.32											
7	Murray	6-Yard Solid Waste Container	1	\$0.00	\$0.00	\$0.00	\$41.30	2	\$82.60	\$82.60	\$4,295.20
		8-Yard Recycling Container	1	\$0.00	\$0.00	\$0.00	\$52.62	1	\$52.62	\$52.62	\$2,736.24
Site 7 Total Yearly Charge											
\$7,031.44											
PART 1 - TOTAL PRICE FOR SITES 1 THRU 7											\$73,420.88