

Champion Services, Inc.  
703-239-8540

4000 Legato Road Ste 1100  
Fairfax, Virginia  
22033  
United States



Prepared For  
West Briar Plaza Association  
West Briar Plaza COA  
Fairfax, Virginia

Proposal Date  
09/26/2022

Proposal Number  
4890305

United States

## Overview

This proposal (the "Term Proposal") contains the basic terms to be included in a future definitive contract agreement, hereinafter referred to as the ("Agreement") for the solid waste & recycling services described below. The participating parties are CHAMPION SERVICES, INC., ("CS Waste"), hereinafter referred to as ("Contractor"), having an address at 4000 LEGATO RD STE 1100, city of FAIRFAX, state of VIRGINIA, and WEST BRIAR PLAZA ASSOCIATION, city of FAIRFAX, state of VIRGINIA, hereinafter referred to as ("Customer").

The proposed Agreement is subject to (i) the acceptance by both parties of the principal terms as negotiated, and (ii) the negotiation, execution, and delivery of a definitive Contract Agreement and any other Agreements related thereto. It is understood that this proposal does not constitute a binding Contract, and that the parties do not intend to be legally bound, unless and until a definitive Contract Agreement has been executed by both parties (except as expressly provided below concerning "Publicity" and "Confidentiality"). Unless and until a definitive License Agreement has been executed by both parties, either party is free to terminate further negotiations at any time, with or without cause.

## Scope of Work

### OPTION I

#### REGULAR TRASH COLLECTION

- Residential Trash Service - Communal Collection (2) On-Site Waste & Recycling Rooms  
(3x) Three Collections per week - **TUESDAY/THURSDAY/SATURDAY** (Garbage must be placed in Sealed Bags in the Trash totes provided)

Equipment: (20) 96-gal Totes designated for Trash

Service Hours between 6:00 am - 9:00 pm EST.

**Effective Date beginning:** November 01, 2022, or sooner.

#### RESIDENTIAL RECYCLING

Residential Recycle Service: Communal Collection (2) On-Site Waste & Recycling Rooms

## INCLEMENT WEATHER

In the event of inclement weather conditions that risk safety, the Customer's point of contact will be notified as soon as possible of the suspension of services, and pick-up will resume on the next regularly scheduled collection day. Information regarding emergencies and inclement weather can be found on our website at [www.cswaste.com](http://www.cswaste.com) under "Service Alert".

## Pricing

| Description   | Rate    | Qty | Line Total |
|---|---------|-----|------------|
| OPTION I: Solid Waste & Recycling Service<br>3x weekly service Trash (Tuesday, Thursday, Saturday)<br>\$75.00 Price Per Container (PPC) - 20 Trash Toters<br>Trash Rate: \$1,500.00 | \$75.00 | 20  | \$1,500.00 |
| OPTION I: Solid Waste & Recycling Service<br>2x weekly service Recycle (Tuesday, Thursday)<br>\$57.04 Price Per Container (PPC) - 20 Recycle Toters<br>Recycle Rate: \$1,140.08     | \$57.04 | 20  | \$1,140.80 |
| Subtotal  |         |     | 2,640.80   |
| Tax   |         |     | 0.00       |
| Proposal Total (USD)  |         |     | \$2,640.80 |

## CONTRACTOR SERVICE NOTICE

The trash removal and related services described herein shall be completed in a professional manner in accordance with standard industry practices. The Contractor will exercise reasonable care to avoid damage to the street and/or curbing of property. In the event that such damage is caused by the negligence or gross negligence of the Contractor's employees, the Contractor shall be responsible for the repair of such damage. Similarly, if the negligence, gross negligence, or criminal acts of a Contractor's employee are the direct or proximate cause of damage to other Customer property (including, by way of example but not limited to, mailboxes, landscaping, etc.), the Contractor shall be responsible therefor.

If the Contractor is responsible for repairing or curing such damage, the Customer must notify the Contractor in writing and make a demand. If the Contractor does not repair or cure the damage within thirty (30) days of the Customer's demand, the Customer shall be entitled to repair the damage on its own and withhold the cost thereof from monthly charges owing and due to the Contractor under the terms of this Agreement. The Contractor shall not be responsible or liable for damages resulting from liquid spills (i.e., paint, yard debris condensation, or "grass juice," etc.) or for cracks or sinkage in the pavement from standard industrial trash and recycling collection vehicles.

## Terms

### AGREEMENT TERMS & CONDITIONS FOR RESIDENTIAL SERVICE

3-Year Term: November 01, 2022 - November 30, 2025 (or sooner)

(2x) Two Collections per week - **TUESDAY/THURSDAY**

(Acceptable materials cardboard & mixed paper, metal food & beverage containers, plastic bottles & jugs, etc. Cardboard boxes must be flattened and stacked together outside totes. All remaining recyclables must be placed in totes for communal collection).

Equipment: (35) 96-gal Totes designated for Recycle

Service Hours between 6:00 am - 9:00 pm EST.

**Effective Date beginning:** November 01, 2022, or sooner.

**NOTE: DUE TO DELIVERY DELAYS THROUGH THE MANUFACTURER, EQUIPMENT CAN TAKE UP TO 60-90 BUSINESS DAYS FOR DELIVERY FOR AN ENTIRE COMMUNITY.**

YARD WASTE (ANNUAL SERVICE MARCH-DECEMBER)

N/A

## **BULK PICK-UPS**

Bulk items that are burnable and weigh less than 40 lbs. can be disposed of at no additional cost to the Customer. Bulk items that exceed these specifications may qualify for removal for an additional charge depending on the item (scheduled On-Demand). Individual residents' bulk items that exceed the above specifications can be collected and disposed of at an additional charge to the individual residents through our partner company, HaulShare.

HaulShare provides junk removal for homes and businesses, including offices, retail properties, construction sites, and more. Individual residents can request services through the HaulShare website, select the removal service that they need, choose which day(s) works best, and pay securely online for their bulk item removal. In the case of urgent and/or same-day pick-ups, these collections can be performed through HaulShare and by also calling the Contractor's customer service department at 703-239-8540, selecting Option #4, to schedule, pay, and receive on-demand (same-day) bulk removal services during normal business hours, Monday-Friday, 9:00 am to 5:00 pm EST.

HaulShare, Inc.

<https://www.HaulShare.co>

email: [info@haulshare.co](mailto:info@haulshare.co)

Available 7 days a week, 24 hours a day

## **ADDITIONAL SERVICE INFO**

### **CHRISTMAS TREE COLLECTION**

Removal of Christmas trees will be provided on two (2) scheduled days TBD by the Contractor, at no additional charge prior to January 15, annually. All trees must be clean and free from decorations and debris. A schedule will be provided 30 days in advance to the Customer regarding the special collection.

### **HOLIDAYS OBSERVED**

(5) Five annual holidays are observed: New Year's Day, Juneteenth, Independence Day, July 4th, Thanksgiving Day, and Christmas Day. In the event of a missed collection due to an observed holiday, pick-up will resume on the next regularly scheduled collection day.

### **CUSTOMER SERVICE DEPARTMENT**

The Customer Service Department will be closed on the following seven (7) holidays: New Year's Day, Memorial Day, Juneteenth, Independence Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Waste services will be provided to the Customer on Memorial Day and Labor Day while our offices are closed.

(2x) Two Collections per week - **TUESDAY/THURSDAY**

Acceptable Materials Cardboard & Mixed paper, Metal Food & Beverage Containers, Plastic Bottles & Jugs, etc. Cardboard boxes must be flattened and stacked together outside totes. All remaining recyclables must be placed in totes for communal collection.

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## **BULK PICK-UPS**

Bulk items that are burnable and weigh less than 40 lbs. can be disposed of at no additional cost to the Customer. Bulk items that exceed these specifications may qualify for removal for an additional charge depending on the item (scheduled On-Demand). Individual residents' bulk items that exceed the above specifications can be collected and disposed of at an additional charge to the individual residents through our partner company, HaulShare.

HaulShare provides junk removal for homes and businesses, including offices, retail properties, construction sites, and more. Individual residents can request services through the HaulShare website, select the removal service that they need, choose which day(s) works best, and pay securely online for their bulk item removal. In the case of urgent and/or same-day pick-ups, these collections can be performed through HaulShare and by also calling the Contractor's customer service department at 703-239-8540, selecting Option #4, to schedule, pay, and receive on-demand (same-day) bulk removal services during normal business hours, Monday-Friday, 9:00 am to 5:00 pm EST.

HaulShare, Inc.

<https://www.HaulShare.co>

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### **CUSTOMER SERVICE DEPARTMENT**

The Customer Service Department will be closed on the following seven (7) holidays: New Year's Day, Memorial Day, Juneteenth, Independence Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Waste services will be provided to the Customer on Memorial Day and Labor Day while our offices are closed.

Invoices are sent by e-mail (Net 30-day advanced monthly billing) and are due on the 1st of each month. A 10% late fee will be applied to all invoices not paid by the 5th of every month. In the event this account becomes delinquent beyond 30 days, the Contractor may suspend service until the account is brought current. If the Contractor is required to resort to judicial action to collect sums owed and due under this agreement, the Contractor shall be entitled to its attorney's fees and associated costs paid by the Customer.

An annual rate of 3% will occur beginning November 1, 2023, and annually in November of each year through the end of the Agreement term, or when renewal occurs. There will be no price increases during the first twelve (12) months of this Agreement, except by emergency disaster, pandemic, state of emergency, etc., (declared by an official government agency, whether federal, state, or local) and/or unforeseen and significant landfill operational issues.

Emergency disasters and/or anticipated landfill increases imposed by Fairfax County, the state, or government agencies that increase the Contractor's operating costs will be imposed on the customer's monthly invoice by no more than 7.5% annually, if applicable. In the case of an emergency disaster and/or significant landfill operational issues, the Contractor will provide thirty (30) days' prior written notice and a detailed written explanation and verification of the basis of the increase. Both parties will have an opportunity to negotiate such a cost increase outside of the annual renewal. In the event of an: (i) disposal and/or recycling increase occurring; (ii) fuel and transportation costs increasing (due to relocation of the Customer or the disposal facility used by the Contractor); (iii) Contractor's cost due to changes in applicable laws, the Customer agrees to pay such increases within the parameters of this Agreement and outlined herein.

#### **RENEWAL CLAUSE**

This Agreement will automatically renew for consecutive two-year terms thereafter unless a written notice of termination is given no less than 60 days before the end of the current term of this Agreement by either party. During these years, a 5% escalation fee will occur annually and replace the 3% annual increase outlined in this Agreement.

#### **SERVICE INTERRUPTION CHARGE**

The Contractor reserves the right to suspend the Customer's service, with or without notice, after 30 days of nonpayment until the Customer pays all outstanding balances related to the Customer's service. The Contractor also reserves the right to charge the Customer a Service Interruption Fee to restart service after suspension. Service Interruption Fees are intended to mitigate some of the Contractor's loss of return on the container assets in the Customer's possession and for the interruption in its business and costs associated with stopping and restarting service.

The Service Interruption Fee is charged at a rate of \$350 on the first day after the last day of service rendered to the Customer. The Customer must pay all outstanding costs, including the Service Interruption Fee; before the Contractor resumes service. Once the Customer's delinquent account has been paid in full, services will resume on the next collection day. After 30 days of nonpayment, the Contractor reserves the right to invoke the Cancellation Clause outlined in the terms and conditions of this Agreement outlined herein.

#### **CANCELLATION CLAUSE**

This Agreement may be terminated for cause at any time by either party, without penalty, liquidated damages, forfeitures, or lost profits. This Agreement requires either party to provide a 60-day written notice to cancel with cause via certified mail before either party can invoke the Cancellation Clause, except for when services have been suspended due to non-payment, in which case the Contractor may provide a 30-day written notice to cancel with cause.

If the Customer breaches this Agreement, the Contractor will provide the Customer with written notification of default within 48 hours. The Contractor may declare the Agreement null and void and seek court costs, legal fees, and damages as provided by the state of Virginia. As pertains to this Agreement, Virginia state law will govern its validity, interpretation, and enforcement. In the event of default due to nonpayment, the Contractor will provide written notification of default within 48 hours after the Customer has been delinquent for 30 days and services have been suspended. The Contractor may declare the Contract null and void and seek court

**(b) To Contractor:**

Champion Services, Inc.  
4000 Legato Road, Suite 1100  
Fairfax, Virginia 22033  
Phone: (703) 239-8540

**ASSIGNABILITY OF THE AGREEMENT**

[Clause] Upon proposal acceptance

*James Hill*

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James Hill, West Briar Plaza COA