

NEW BUSINESS E

FAIRLINGTON VILLAGES, A CONDOMINIUM ASSOCIATION
GENERAL RESOLUTION NO. GR 3/3/21

TRASH AND RECYCLING CONTRACT

WHEREAS, Virginia Code Title 55.1, Section 1956(B) allows the Board of Directors to exercise power assigned to the "unit owners' association" by the Act, to the extent permitted by the By-Laws of the Unit Owners Association;

WHEREAS, Article III, Section 2, of the By-Laws assigns the Board of Directors with "all of the powers and duties necessary for the administration of the affairs of the Condominium," and further states that the Board may do all such acts and things as are not by the Act or by the By-Laws directed to be exercised and done by the Unit Owners Association;

WHEREAS, Fairlington Villages, A Condominium Association is responsible for maintaining the common elements, which includes the trash and recycling contract;

THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes Management to contract with Capitol Services at a total cost of :

April 1 2021-March 31 2022	\$27,094.81 per month (2% increase)
April 1 2022-March 31 2023	\$27,365.76 per month (1% increase)
April 1 2023-March 31 2024	\$27,913.07 (2% increase)

To Be Charged To: Account # 6035 (Trash Removal)

ATTEST:

Secretary

President

Date _____

Date _____

Moved by _____

Second by _____

VOTE _____

Approved () Disapproved ()

Submitted by: Management.

Roll Call:

Alvord, Melanie _____
Dies, Andrea _____
Stollof, Ed _____

Auston, Jessica _____
Placek, Terry _____
Straub, Larry _____

Brown, Philip _____
Reem, Harold _____
Wasowski, Anne _____



Fairlington Villages,
A Condominium Association

MEMORANDUM

TO: Board of Directors

FROM: Mark Johnson, Operations Manager

DATE: February 11, 2021

RE: New Business E- Trash and Recycling Contract

The current 3-year contract with Capitol Services expires on March 31, 2021. Capitol Services provided Management with pricing for another three years beginning April 1, 2021. Management recommends sole source bidding on this contract due to the unique nature of the services provided which include, but are not limited to:

1. 6 trash service days at all locations including the 24/7 location
2. All containers and all locks are provided by Capitol Services
3. Weekly recycling with containers provided by Capitol Services as well as delivery, pick up, and storage of recycling containers
4. (2) five-yard dumpsters provided in trash yard emptied twice weekly at no additional charge
5. Move-outs and sporadic bulk trash picked up as needed at no additional charge
6. Special pick-ups of construction and other debris from maintenance yard at no additional charge
7. Pick up and delivery of Christmas trees and yard waste bags to Arlington County for recycling at no additional charge
8. **PROVIDES LABOR, EQUIPMENT, AND ASSISTANCE as needed for SNOW REMOVAL and ice emergency events at very low rates.**

The 2% increase for renewal in year one will be well below the % increase of tonnage and drastic increase in cardboard picked up during this past year according to David Dunn. It also represents the first rate increase since April 2019. Management recommends sole source bidding and the 3-year contract from Capitol Services at the following rates:

April 1, 2021-March 31, 2022	\$27,094.81 per month (2% increase)
April 1, 2022-March 31, 2023	\$27,365.76 per month (1% increase)
April 1, 2023-March 31, 2024	\$27,913.07 per month (2% increase)

To Be Charged to Account #6035 Trash Removal



CAPITOL SERVICES OF VIRGINIA, INC.

FAX: (703)998-6199

TEL: (703)998-5860

February 19, 2021

To: Fairlington Villages

From: Capitol Services

Re: Trash Removal and Recycling Contract 2021-2024

1. Trash pickup will be six days a week (every day except Sunday). Trash shall not be picked up on the following national holidays: New Years Day, Thanksgiving Day, and Christmas Day. Capitol Services will provide (2-3) 96-gallon locked trash containers and (1) 96-gallon locked recycling container at each 84 enclosures for a total of 370 locked containers.
2. Services will be rendered between 8:00 a.m. and 1:00 p.m.
3. Capitol Services shall pickup refuse resulting from move-outs/move ins of residents. Any material that cannot be accommodated by the collection truck's compactor unit will be collected in accordance with Paragraph 4, "Large Items."
4. "Large Items": The Contractor shall collect and remove discarded furniture, appliances, and all other items too large to be accommodated by a collection compactor truck, once a week (every Thursday). The Association has the responsibility to notify residents to put large items along the curb of the county streets each Thursday morning, by 8:00 a.m. Large items will be picked up after normal trash pick-up. One special large pick up shall

be made at the Management Office building (rear entrance) every week. The current designated day is Thursday.

5. The Contractor will remove Christmas trees used for decorative purposes during the Christmas holidays, if said trees are placed on the curbside on regular collection days. Trees shall have no lights bulbs and stands on them. Christmas trees will be picked up in the first two weeks of January and will be taken to the Arlington Trade Center to be recycled.
6. The contractor will not collect the following items: dead animals, oil, paint, batteries, construction materials, manure, tree stumps, dirt, stones, rocks, concrete, bricks, poisons, dangerous acids, caustics, explosives, and other dangerous materials.
7. “Special Pickups”: Occasionally the Management Office may request a “special” pickup. Any additional compensation for removal of “special pickups” shall be negotiated and authorized in writing by the Management Agent in advance of the removal and disposal.
8. “Recycling”: The Contractor will remove newspapers, cardboard, and commingles placed at curbside by residents every Wednesday. The Contractor will put containers out by 3:00 p.m. on Tuesday at 60+ different designated locations and pick them up by the collection time of 3:00 p.m. Wednesday. Capitol Services will also provide the management office (10) 96-gallon locked recycling containers to be placed in management supply yard.
9. The trash collection will be within the limits of the law and the codes of Virginia and the county worked in.
10. Contract period shall be for three years, commencing April 1, 2021 and expiring March 31, 2024.
11. Capitol Services will submit a bill to the Property Manager by the 20th of each month prior to service and payment is due by the 15th of the following month.
12. The charge for services rendered between April 1, 2021 and March 31, 2022 shall be \$27,094.81 per month. A 1% increase will apply the second year April 1, 2022 to March 31, 2023. A 2% increase will apply the third year April 1, 2023 to March 31, 2024.
12. Contractor will maintain in force through the term of the contract the following: Property Damage Insurance, Public Liability Insurance, Workman’s Compensation Insurance, and Unemployment Insurance.
13. Should in the course of the contract period, the County of Arlington increase its dump fees from the present rate of \$75.00 per ton, the amount of the increase will be passed to the consumer. However, if there is an increase during the second and third year, the amount of increase in excess of 1% shall be passed onto the consumer. A copy of any increase will be made available to the Property Manager as soon as the contractor

receives it. The adjusted rate will be effective the first of the month that the increases in dump fees takes effect.

We agree and will adhere to the contract as stated above.

FOR CAPITOL SERVICES:

_____	<u>President</u>	<u>February 19, 2021</u>
Authorized Signature	Title	Date

FOR FAIRLINGTON VILLAGES, A CONDOMINIUM ASSOCIATION:

_____	_____	_____
Authorized Signature	Title	Date