RFP NO. 100313-FY26-22
SNOW AND ICE REMOVAL SERVICES (CONTINUOUS)
ADDENDUM NO. 1

October 27, 2025

ITEM NO. 1: SECTION III. STATEMENT OF NEEDS (REVISED)

Section III. Statement of Needs of the RFP is deleted in its entirety and replaced with the attached Section III. Statement of Needs.

Offerors must take due notice and be governed accordingly. This addendum must be acknowledged as indicated in the Request for Proposal or your proposal may not be considered.

For the Town of Leesburg,
David A. Christianson, CPPB, VCA
Deputy Procurement Officer
Town of Leesburg, Virginia
Email: BidQuestions@leesburgva.gov
Bid Board: http://www.leesburgva.gov/bidboard

END OF ADDENDUM NO. 1

III. STATEMENT OF NEEDS

The successful offeror, also referred to herein as "Contractor", will be expected to provide all labor and equipment necessary to clear snow and ice from Town-owned property, public streets and rights-of-way and all incidentals related thereto. Materials such as sand, salt and brine will be provided by the Town at no cost to the Contractor.

The Town reserves the right to perform all, part, or none of the work.

REQUIRED EQUIPMENT AND ASSIGNMENT LOCATIONS

Contractor should propose the snow and ice removal equipment and personnel they have available for each line item of the Pricing Form that they are interested in. Contractors providing a proposal on more than one (1) line item should have a sufficient number of pieces of snow and ice removal equipment and personnel for each line item proposed. No Contractor will be awarded multiple line items using an individual piece of equipment or employee. Contractors are not required to propose on all line items and are permitted to propose individual line items.

The Town reserves the right to award multiple contracts to ensure that the Town has the equipment and resources (personnel) necessary for snow and ice removal operations.

Supervisors' Vehicles: A supervisor's vehicle will be required per 4 contracted vehicles or equipment. The supervisor's vehicle should be a four-wheel-drive pick-up truck or SUV and be equipped with appropriate rotating amber lights and means of communicating with their operators.

EQUIPMENT AVAILABILITY

The Contractor should possess or otherwise have available, at the time of proposal submission, the equipment necessary to perform the work under the terms of this contract. The Town reserves the right to inspect any equipment submitted on the Firm Questionnaire prior to Notice of Intent to Award, and any time after award.

After commencement, modification or substitutions for the equipment listed in the certification may be permitted with the written permission of the Town's Project Manager or designee, equipment substitutions permitted by the Town may be inspected.

SUBSTITUTION OF EQUIPMENT

The Town will only consider substitution of vehicles or equipment offered after Contract award. Equipment changes or substitutions will only be considered for equipment that is considered comparable to the original offered equipment. The Contractor will obtain Town approval for any proposed substituted equipment prior to placing that equipment in operation and will be subject to evaluation by the Town prior to approval.

The Contractor should submit a revised Firm Questionnaire to the Town's Procurement Officer after equipment evaluation and the substitution has been approved by the Town's Project Manager or designee.

SAFETY

All work performed will be in conformance with the Virginia Work Area Protection Manual (VWAPM), dated 2011 or latest edition including revisions.

The Contractor's equipment and personnel should meet Occupational Safety & Health Administration (OSHA) and Virginia Occupational Safety & Health (VOSH) standards. The Contractor shall remain in compliance with all OSHA and VOSH personnel, equipment, and safety regulations.

Contractor is expected to be in full compliance with all applicable Federal Motor Carrier Safety Administration requirements, laws and standards.

Contractor should be in full compliance with all applicable Virginia State Inspection and Licensing requirements, laws and standards.

EQUIPMENT DESCRIPTIONS

All of Contractor's equipment should meet the requirements listed below.

2-Ton to 5-Ton Trucks & Snow Equipment: Minimum 2-ton pick-up truck, four-wheel-drive, equipped with a minimum 8-foot contractor plow and a 2.5 cubic yard spreader.
Single, Tandem or Multi-axle Vehicles with Contractor-Supplied Snow Equipment: Single, Tandem or Multi-axle vehicles shall be equipped and arrive on site with a Contractor-supplied snow plow with a minimum width of eleven (11) feet, approximately 30 inches in height and 1,800 pounds in weight. These vehicles will also be outfitted with a Contractor-supplied chemical spreader with a minimum of eight (8) cubic yards or equivalent material capacity.
Single, Tandem or Tri-axle Dump Truck Only: Single/Tandem/Multi-axle vehicles provided by the Contractor, capable of receiving a Town-owned snow plow (minimum 10 feet in length, 30 inches in height, 1,800 pounds in weight) and an 8 cubic yard or larger chemical spreader.
Rubber-Tire Loaders: Each Rubber Tire Loader shall be equipped with a minimum 3.0 cubic yard bucket.
Backhoes: Each Backhoe shall be equipped with a minimum 1.0 cubic yard bucket.
Skid Loaders: Skid Steer Loader to be equipped with a minimum 0.25 cubic yard bucket.
ATV or UTV with Plow:

All-terrain or Utility Task Vehicle with minimum 4ft-wide plow blade for clearing snow from asphalt trails, sidewalks or other areas as assigned, inclusive of operator. If available, provide broom or snow blower attachments with pricing under "Miscellaneous Equipment" below.
Walk-Behind Snow Blowers: Each snow blower shall be a gas powered, two or three stage, 24 inches or greater walk-behind snow blower.
Other Equipment: This category is for equipment a Contractor may own or lease that could be used for effective and efficient snow and ice removal, but does not fall under the specific line item categories 1 through 10 on the Pricing Form. If a Contractor would like to offer a piece of equipment and associated operator or driver, please attach an additional sheet with your proposal submission listing a detailed description of the vehicle or equipment, associated snow equipment attachments, quantity available and unit rate per hour for each vehicle or equipment inclusive of driver or operator, fuel, and other items incidental to the work. The Town is under no obligation to accept or award equipment listed under this category.
Supervisor Vehicles: Each supervisor's vehicle should be a four-wheel-drive pickup truck or SUV and be equipped with appropriate rotating amber lights and means of communicating with their operators.

EQUIPMENT REQUIREMENTS

For this Contract, references in the RFP or Contract to vehicles or equipment are interchangeable and will apply to both vehicles and equipment. References to vehicles or equipment within this document and the Contractor rates provided on the pricing form are inclusive of the associated driver or operator.

Contractors should possess or have available, at the time of proposal submission, and throughout the term of the contract, the labor, vehicles and equipment necessary to perform the work under the terms of this contract. The equipment offered by the Contractor should be of equal size, or larger, as specified on the pricing form and within the specifications of this RFP, suitable for the intended purpose and provide the same or approved equal specifications and capabilities. For each piece of equipment offered, the Contractor should provide an experienced, licensed, and qualified operator. The Town in its sole discretion will determine whether the equipment offered by the Contractor is considered equal to that named herein.

The Contractor will be responsible for providing equipment in good and safe mechanical condition. If found to be in disrepair, the Contractor may be required to repair or replace equipment at the direction of the Town at no cost or schedule impact to the Town.

When trucks are equipped with a chemical spreader, the truck should have the taillights visible and not blocked by the spreader chute. The Contractor is responsible for ensuring

the spreader is working properly, that all warning signs are kept cleaned so that they can be read easily, and that all warning lights are visible and operational at all times.

The Contractor will calibrate the flow on all chemical spreaders to operate as directed by the Town, so the proper amount of material is applied to the road surface. The Town reserves the right to test calibration and require the Contractor to make adjustments as needed at the start of the season, during each snow event and throughout the snow removal season. The spreader gate chute will be equipped to be raised or lowered by handle when off-loading material. Spreader valve control box will function independently to increase or decrease the speed for the drag chain and spinner.

The Contractor will ensure each spreader is equipped with a prismatic lens sheeting sign, mounted and clearly visible, on the rear of the spreader which reads KEEP BACK 100 FEET.

The Contractor will be responsible for providing spreaders and plow cutting edges and blades in good working order. If found to be in disrepair, the Contractor may be required to replace plow blades and edges at the direction of the Town at no cost or schedule impact to the Town.

Each snow plow will be capable of being turned remotely so that snow may be windrowed or plowed to the left or to the right of the truck.

All Contractor-owned trucks, including four-wheel-drive vehicles, will be equipped with auxiliary headlights so they are visible and may operate safely when equipped with a plow. Auxiliary lights must be visible when the plow is in the “up” position.

If the Contractor changes or reconfigures any piece of snow removal equipment, those changes will be in accordance with the equipment manufacturer’s recommendation and with Town approval. Any changes may be subject to re-inspection at the discretion of the Town.

Per the Current Virginia Work Area Protection Manual, each vehicle or piece of equipment involved in a mobile operation shall be equipped with at least one rotating amber light or high intensity amber strobe light visible for 360 degrees. Vehicle hazard warning lights shall not be used instead of rotating lights or strobe lights, but as a supplement. The amber warning lights shall meet the Requirements referenced in the 2011 Virginia Work Protection Manual, or current edition.

All Contractor vehicles used under this contract should have a current state vehicle inspection and registration from the State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators should be in compliance with all applicable DMV, State and Federal regulations regarding the conditions, safety and operations of the requested vehicles.

The name of the Contractor's company will be displayed on both sides of all work vehicles while on Town right of way. Town signage will be applied to Contractor vehicles while in service under this contract. The Contractor will place Town signage on their vehicles and equipment so that they are fully visible to the public but do not cover vehicle numbers or the Contractor's company name and logo.

The Contractor is responsible for properly securing all tools, equipment and materials on their vehicles at all times.

No subcontracted equipment will be used for snow removal operations that has not previously been evaluated and included on Firm Questionnaire.

The Contractor will provide tire chains when needed for all Contractor's equipment including heavy equipment such as loaders and graders.

No payment will be authorized for that piece of equipment until it is back in operating status. Payment will only be made for vehicles and equipment in service.

In the event a Contractor's vehicle gets stuck, the Contractor will immediately notify the Town Superintendent. The Contractor will be solely responsible for rescuing their equipment should it become stuck.

In the event a Contractor's equipment breaks down, the Contractor should immediately notify the Town Superintendent. The Contractor will be solely responsible for repairing their equipment quickly should it break down. If the vehicle or equipment is expected to be out of service for an extended period of the time, the Contractor should provide a replacement vehicle or piece of equipment of equal or larger capacity within the response times established in this contract.

The Contractor will be expected to have all equipment fully operational, equipment evaluations completed, and ready to mobilize no later than October 31st of each renewal period.

EQUIPMENT EVALUATIONS

Prior to the Notice of Award, each piece of offered equipment listed on the Firm Questionnaire must be reviewed and evaluated by Town personnel at the Town's maintenance facility located at 1393 Russell Branch Parkway. The equipment evaluation is one component of the proposal evaluation criteria and its purpose is to ensure that the Contractor's offered equipment is available at the time of proposal submission, and meets equipment requirements and specifications as stated herein.

Equipment evaluations will be conducted in accordance with the specifications outlined in this RFP and the Contractor's equipment as presented and listed on the Firm Questionnaire. The Town reserves the right to reject any piece of equipment that does not meet the requirements, specifications or evaluations as stated herein.

The date, time, and location of the pre-award equipment evaluation will be determined by the Town. The Contractor should present the offered equipment fully rigged with operational snow removal equipment on the scheduled date(s) of the inspection.

The Town's evaluation of Contractor's equipment does not absolve the Contractor of its responsibilities to be in full compliance with all applicable Federal Motor Carrier Safety Administration Regulations, Virginia State Inspection and Licensing requirements, laws and standards.

Rescheduling Equipment Evaluation: If a scheduling conflict arises after the evaluation is scheduled, the Town reserves the right to allow rescheduling of the initial date not to exceed three (3) business days from the original scheduled date.

Second Equipment Evaluation: The Town may consider a Contractor's request for a second evaluation of any piece of equipment offered on the pricing form that requires only minor corrective action in order to pass the evaluation. Minor corrective action includes, but is not limited to replacement of bulbs, lamps, windshield wipers, plow blades, tires, and/or signage only. The Town reserves the right to reject a second evaluation request.

Upon approval by the Town, the Contractor will present all equipment that was approved for a second evaluation within two (2) business days from the date of the original evaluation. The Contractor will have only one opportunity for a second evaluation, no additional equipment evaluations will be considered.

Subsequent Renewal Evaluation: The date, time, and location of equipment evaluation for renewals will be determined by the Town. The Contractor should present the approved equipment fully rigged and operational on the scheduled date(s) of the evaluation for renewal. If a scheduling conflict arises after renewal evaluation is scheduled, the Town reserves the right to allow a rescheduling of renewal evaluation date not to exceed three (3) business days from original date. Evaluations will be completed no later than October 31st of each renewal period.

AUTOMATIC VEHICLE LOCATION (AVL) AND COMMUNICATION TOOLS

AVL devices may be used to help locate vehicles, document hours at work, miles traveled and provide information during emergencies. At the Town's discretion, vehicles performing services under this contract will use a Town-owned AVL device. The Town reserves the right to determine when and in what vehicle an AVL device is installed. When requested by the Town, the use of AVL devices are a mandatory requirement that the Contractor will comply with.

The Town will provide and install Town-owned AVL devices in the Contractor's vehicles or equipment. Once installed, the Contractor should make sure that AVL equipment remains plugged in to a continuous power source while performing services under this contract. The Town may not pay for services performed under this Contract if, after

installation in the Contractor's vehicle or equipment, the AVL device is unplugged or otherwise disabled by the Contractor's personnel.

The Contractor is responsible for damage to AVL devices, harnesses and cables caused by Contractor personnel while installed in the Contractor's vehicles or equipment. If AVL equipment, harnesses or cabling is damaged by Contractor personnel, the Contractor will pay the Town for all repair or replacement costs.

If the Contractor should substitute or change equipment (with Town approval) for any reason, the Contractor must bring the vehicle or equipment coming out of service to the Town's maintenance shop for the removal of the AVL device as soon as practical. The replacement vehicle or equipment will also be brought to the Town's maintenance shop as soon as practical so the AVL device can be installed into the replacement vehicle or equipment.

The Town may also issue Contractor staff a Town-owned radio or provide access to communication applications for communication with Town staff while performing services under this contract. The Contractor is responsible for using this equipment and applications properly and should return any radio equipment or accessories in good working condition at the end of the assignment or upon request by the Town. The Contractor must notify the Town Superintendent or their designee if there is a problem with the radio or applications provided. Contractor's personnel use of Town provided radios and communication applications for use under this Contract will remain professional at all times. Excessive transmitting, talking or use of foul language over the radio or applications constitutes unsatisfactory performance. The first incident will result in a warning to the Contractor personnel (individual) who is non-compliant. A second incident will result in notification to Contractor's Supervisor for corrective action. A third incident may result in a complaint to be filed and the Contractor may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with Section 17. (Termination for Cause) of the General Terms & Conditions.

All AVL and communication equipment such as radios and accessories will be removed by Town staff at a date and time scheduled by the Town. AVL and communication equipment shall be returned to the Town in good working condition no later than March 31st of each year or as specified by the Town. If the Contractor fails to provide the AVL or communication equipment by March 31st of each year or a date specified by the Town, liquidated damages in the amount of $35 per day per device plus the cost of the equipment will be deducted from the last invoice presented for payment. Demobilization payments will not be approved until all AVL and communication equipment are returned to the Town in good working condition.

OPERATOR REQUIREMENTS

Operators must possess the knowledge, skills, and abilities to perform all aspects of the operation of the equipment and to follow the safe practices and methods of snow removal

used by the Town. Operators shall be at least eighteen (18) years of age and capable of working days and nights.

Operators are considered incidental to the equipment listed on the pricing form; the unit rates provided on the pricing form for each piece of equipment or vehicle are inclusive of driver and operator costs.

The Contractor must provide experienced, licensed operators, to include relief operators to ensure a continuous 24-hour operation as directed by the Town. Failure to report on time or provide a continuous 24-hour operation will result in liquidated damages in the amount of the equipment unit price rate for each hour a piece of equipment is not in service.

Operators must be properly licensed and adhere to all applicable Federal and State Motor Vehicle laws and regulations. When required by the equipment being operated, the operator of the equipment shall possess a valid Commercial Driver's License (CDL) with the proper endorsements and shall have this license and their medical card on their person during operations of the vehicle. Failure to comply constitutes unsatisfactory performance and may result in a complaint to be filed and the Contractor may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with Section 17. (Termination for Cause) of the General Terms and Conditions. The Town reserves the right to check driver's licenses and medical cards at any time during snow and ice removal operations and the validity of the license with Virginia's Department of Motor Vehicles at any time during the contract period.

The Contractor must ensure that operators are instructed not to exceed the Town recommended speed during snow removal operations. Operators should not create excessive slush spray from plows across lanes. High speeds do not allow for proper salt application, creates a safety issue for traveling public, and may damage Town assets. Speed may be tracked by AVL units and be monitored by the Town to ensure safe and efficient snow removal operations.

Contractor must ensure their operators are instructed and properly trained to use caution when plowing around residents, Town staff and Town assets (guardrails, curbs, walls, shoulders, etc.). Damage caused to Town assets will be repaired by the Contractor, at the Contractor's sole expense. (Refer to Work Site Damages section below)

To ensure the overall safety of all personnel and the traveling public, operators must be able to understand, communicate and read effectively in English. Operators must have a good working knowledge of the Town of Leesburg's road system.

The operator must be capable of operating all features on the truck including the spreader and snowplow. At no cost to the Town, Contractor shall be responsible for any remediation necessary due to operators excessively spreading or misusing Town materials.

The operator is responsible for reporting any problems or breakdowns to the Contractor's supervisor immediately. The Contractors' supervisor or the Operator must immediately

alert the Town's Superintendent or designee noting the affected equipment, time and location of the breakdown and when that vehicle or equipment is placed back in service.

The Contractor is responsible for establishing schedules so that any individual operator is not permitted to work more than 14 consecutive hours (to include standby hours) without having at least a 6-hour break. If the duration of the snow event requires it, the Contractor must ensure that properly trained and licensed relief operators are available to sustain an around-the-clock operation. Any delay caused by a lack of operators will result in liquidated damages in the amount of the equipment unit price rate for each hour a piece of equipment is not in service.

The Contractor must ensure that all operators and equipment comply with all OSHA and VOSH Standards, MUTCD and Town safety rules as they apply to snow removal operations and not create any hazardous conditions. Necessary safety supplies and equipment, shall include, but is not limited to, hard hats and safety vests. Safety attire shall be in accordance with the current Virginia Work Area Protection Manual. (Refer to Safety Section above). Failure to comply constitutes unsatisfactory performance and may result in a complaint to be filed and the Contractor may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with Section 17. (Termination for Cause) of the General Terms and Conditions.

Contractor operators may be provided a Town radio and accessories for communication with other Town drivers. It is the Contractor's responsibility to turn the radio in at the end of each shift. The Contractor must notify their supervisor and Town Superintendent or their designee if there is a problem with the radio provided.

All Contractor staff must possess a smart phone when performing work under this contract. The cellular phone number for the operator of each vehicle should be provided to the Town Superintendent or designee at the start of each assignment and when a change in Contractor staff occurs. At the Town's request, communication software or applications will be put to use with each driver cell phone to ensure lines of communication between the Town and Contractor staff are available while performing the work.

SUPERVISOR REQUIREMENTS

The Contractor must provide one (1) supervisor, per shift, with a pickup truck or SUV vehicle, mobile phone and means of communicating with the operators and laborers for every four (4) or multiple of four (4) pieces of equipment during each snow removal operation. If less than four (4) pieces of equipment are used, the Contractor must designate one of the operators as supervisor and they will be considered the Town point of contact during snow removal operations.

Supervisors are responsible for completing the Sign-In Sheet with the Town Shift Supervisor when reporting for a snow event. The Sign-In Sheet will document the equipment, labor and supervisors reporting, the standby and push time for each piece of equipment and the end time for each snow event. At the conclusion of the snow event, the

Supervisor will review the Sign-In Sheet with the Town Shift Supervisor for accuracy. The Supervisor and the Town Shift Supervisor will sign the Sign-In Sheet to verify the times worked. This Sign-In Sheet along with the AVL logs will be used to verify Contractor's invoices.

Supervisors must ensure their snow removal operation is efficient and effective. The Contractor's supervisor should report to Town's shift supervisors and relay directions and information to the operators. Constant and accurate communication is paramount to ensure snow removal operations provide safe travel for the traveling public.

Supervisors are responsible for reporting any piece of equipment that is out of service to the Town Shift Supervisor as soon as the equipment becomes inoperable.

Supervisors must ensure each operator has the necessary equipment, know their assigned routes, and perform the work according to Town best practices. The best practices and route review will be presented at the snow removal training sessions conducted by the Town.

Supervisors must patrol and inspect the Contractor's assigned routes and must report the road conditions to the Town Shift Supervisor. The Contractor's supervisor must be capable of recommending when the roadway should be treated and/or plowed.

Supervisors must be able to effectively communicate with Town personnel and the Contractor's operators in English. Supervisors must be capable of articulating and demonstrating the contract requirements and snow removal operation instructions in English.

Supervisors must log time for hours worked including standby time for each piece of equipment, on the Town Sign In/Sign Out sheet. This should include the supervisor with vehicle.

The Contractor's supervisor cannot serve as the mechanic to keep the Contractor's equipment operational. The supervisor cannot be an operator or driver for the Contractor's equipment or in any other capacity other than supervisor, if more than four (4) pieces of equipment are being utilized.

TRAINING REQUIREMENTS

The Contractor's supervisors, drivers, operators and laborers must attend an annual training session presented by the Town at a time and location mutually agreeable between the Town and the Contractor. The Town reserves the right to determine training needs.

All training must be completed by the scheduled dates determined by the Town for the initial contract period and by November 1st of each subsequent renewal term.

Drivers and Supervisors that attend the training must be the Contractor's staff that is expected to show up for all call-ins for snow removal required during the contract term. Drivers and operators who trained on specific snow zones or snow removal areas must be the same operators or drivers who report to those zones during snow removal operations. Substitutions of operators or other changes may occur only with the Town's approval.

MOBILIZATION LEVELS

The Town will determine the mobilization levels for each snow event. The mobilization level is based on weather forecasting and the Town will determine the equipment needed and duration of services provided for each snow event. The Contractor must be prepared to provide equipment, operators and laborers required per mobilization level as determined by the Town. Due to the unpredictable nature of snow and ice weather events, the Contractor should be prepared to provide or withdraw equipment and employees as dictated by changing mobilization levels, and the direction of the Town shift supervisor. The Mobilization levels are determined at the sole discretion of the Town and can be changed at any time for any reason.

MATERIALS AND CHEMICAL SUPPLIES

The Town will furnish all sodium chloride (road salt), liquid chlorides, brine, and abrasives, and other materials which will be obtained at the Town shop.

The Town will load materials into the Contractor's equipment using a loader, backhoe or other equipment as needed. The Contractor must keep track of the quantity of material used throughout the event including unused material off-loaded at the end of an event. The log of materials used, times of load-out and quantities of material returned to the Town at the end of a shift will be provided to the Town's contractor wrangler at the end of each shift or at the end of the event, whichever occurs first.

The Town will direct the Contractor regarding when and where Town materials will be used to treat property and roads and will monitor the Contractor's use of the material throughout the event. At no cost to the Town, Contractor shall be responsible for any remediation necessary due to operators excessively spreading or misusing Town materials.

GENERAL CONTRACT REQUIREMENTS

The Contractor must not perform, or offer to perform, any snow and ice removal operations to any private individuals, firms, or corporations utilizing equipment that has been evaluated and approved for use under this contract. This includes listing the same equipment or staff for use in snow removal operations in other areas of the Town or for Homeowner Associations or other businesses.

Contractor is expected to provide the same level of snow removal operations that the Town provides with its own forces. These expectations include but are not limited to:

- Plowing and chemical application will produce bare pavement in all lanes, gore areas, and intersections.

- Shoulder areas will be clear and passable.

- Tandem plowing operations will be used to remove snow from curb to curb including multi lanes in a single direction.

- The above conditions must be sustained until equipment is released by the Town.

The Contractor must provide a mechanic, at no additional cost to the Town, who will be available or on call during snow removal operations to keep Contractor's equipment in proper working condition with minimal down-time, in case of break downs. If the Town mechanics are utilized during a storm event, Contractor may be charged for all labor hours and any materials used.

The Contractor is responsible for providing fuel for their contract vehicles and equipment. Vehicles and equipment will report at call-in with a full tank of fuel to begin snow clearing operations.

At the conclusion of the snow event, the Contractor must demonstrate that all assigned areas are cleared and work was performed as instructed and specified within the contract. Any deficiencies will be promptly corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

As the Contractor performs a shift change, switches operators or as vehicles are called off of service by the Town, the Supervisor must immediately inform the Town's contractor wrangler or other designee assigned to the associated area and a note must be recorded on the Contractor's log.

The Contactor's employees must always act in a professional manner while performing work under this contract. The Town has a standard of zero tolerance for all acts or threats of violence in the workplace or work location. Any threat or act of violence will be taken seriously, handled expeditiously, and dealt with appropriately, which may include disciplinary action, termination, arrest, and prosecution.

ADDITIONAL USERS AND EQUIPMENT ASSIGNMENTS

The need to divert equipment and personnel to another area will be at the sole discretion of the Town.

At no time should a Contractor leave his assigned route or snow zone without receiving direction or permission from the Town's contractor wrangler assigned to the associated area. Failure to follow this requirement will result in liquidated damages being assessed at the vehicle or equipment's unit price rate for the duration that the vehicle is not within its assigned zone.

Once the Contractor has satisfactorily completed work in their primary assignment area, the Contractor must inform the Town's contractor wrangler immediately and may be offered the option of assisting in other Town areas prior to the release of their equipment. If the Contractor agrees, the Contractor's reassignment to other areas in the Town will be coordinated by the Town's Project Manager, shift supervisor or designee. The Town reserves the right to add additional equipment and labor as deemed necessary.

METHOD OF ORDERING WORK/RESPONSE REQUIREMENTS

The Town's Project Manager, Shift Supervisor, or designee will contact the Contractor's listed phone number at the beginning of the snow event as notification to report to the assigned area with the requested equipment and personnel. The Contractor is responsible for ensuring that current contact numbers are provided to the Town and kept up to date.

The Town will give the Contractor as much advance notice as possible, however the Contractor must report to the Town shop at 1393 Russell Branch Parkway within a maximum of 2 hours of the first notification by the Town. The Town will establish and advise the Contractor of the reporting time during the call notification. For each hour, or increment thereof, which a Contractor vehicle(s) fails to report to Town in the 2-hour time frame the Contractor will be assessed liquidated damages at the unit price rate for each vehicle or equipment and the labor rate for laborers requested.

The Contractor's equipment and personnel must report to the Town shop at the time established for reporting during the call notification. In the event the Contractor is unable to report at the established time for reporting, the Town reserves the right to consider and grant additional time on a case-by-case basis. Additional reporting time will be granted at the sole discretion of the Town.

Upon reporting to the Town shop, the Contractor's supervisor or point of contact will sign in with the Town's supervision, contractor wranglers or designees and by using a Town supplied Sign-In Sheet to document the equipment and personnel on site.

If the Contractor fails to commence work at the mutually agreed upon time or fails to provide laborers and operators sufficient to maintain a continuous operation once work has commenced, liquidated damages will be assessed in the amount of the equipment unit price rate for each hour a piece of equipment is not in service and a complaint will be filed against the Contractor which may lead to default in accordance with Section 17. (Termination for Cause) of the General Terms and Conditions.

At the conclusion of the snow event, the Contractor's personnel and supervisor will report back to the Town shop and unload any unused materials per the Town's direction. The Supervisor will verify labor hours and the push and standby time for each piece of equipment with the Town's Project Manager, Shift Supervisor, or designee. The Town Representative and the Contractor's Shift Supervisor will both sign the Sign-In Sheet to verify its accuracy.

The Town's Sign-In Sheet will be the official Town record to track the number of hours worked for each piece of equipment on the contract. The Sign-In Sheet will be used in conjunction with the AVL log to verify Contractor's submitted invoices for hours worked and compensation due.

WORK SITE DAMAGES

Any damage to existing utilities, equipment, facilities, finished surfaces, guardrail, curb and gutter, paved shoulders, drainage, mailboxes, driveways or any other Town or private property resulting from negligent work related to the performance of this contract will be repaired to the Town's satisfaction at the contractor's expense. Claims made by the Town as a result of this work will be referred to the Contractor for handling. The Contractor will have seventy-two (72) hours to respond to the Town and provide written documentation as to the Contractor's intended resolution. Resolution may include, but is not limited to, proof of remuneration of claim or proof of claim being turned over to the Contractor's insurance. The Town may withhold payment from an invoice and/or from the final demobilization payment to the Contractor until the claim is resolved. Failure to properly respond to and resolve damage claims constitutes unsatisfactory performance and may result in a Procurement Complaint being filed which may result in termination of the contract.

COMPENSATION AND PAYMENT

Refer to Article 5. (Method of Payment) of the Contract.

Snow and Ice Removal Hourly Rate: The Town will pay the Contractor at the unit price per hour (including standby time), per vehicle, equipment and/or personnel for snow removal services authorized to be performed on Town property or right-of-way. The hourly rate for each vehicle or piece of equipment will include the vehicle or equipment with snow removal equipment listed, experienced, licensed operators, fuel, tools, parts, supplies, and all incidentals as necessary for safe and efficient snow removal operation. Payment will be made only to those contractors called in for winter maintenance activities.

In order to receive payment, Contractors must be checked in on Town property by a Town employee. Upon direction by Town staff to demobilize, the Contractor must immediately return to the shop to unload remaining Town-supplied materials and promptly check out with a Town employee.

The Contractor will be paid a minimum of two (2) hours for each piece of equipment responding to the Town's request in the event the storm fails to materialize or the snow event is cancelled.

MOBILIZATION AND DEMOBILIZATION PAYMENTS

Mobilization is offered by the Town to offset the Contractor's cost associated with, but not limited to, equipment evaluation, rigging of snow removal equipment, pre-season and

mobilization meetings, training, pre-rigging, and work involved in the preparation of the contract, and demobilization. There will be no Mobilization or Demobilization payment paid for supervisor vehicles.

Mobilization/Demobilization payment amounts listed below apply to each vehicle or equipment for each year of the contract for supplying all required equipment and will remain the same from contract award through any renewal periods. The CPI-U price increase/decrease allowance as defined within the PRICES AND PRICE ADJUSTMENT section below will not apply to the annual mobilization/demobilization payments.

Mobilization/Demobilization will be paid in two installment payments of 50% each in accordance with the following schedule and eligibility criteria:

Equipment Description	Mobilization/Demobilization Payment Amount
Single, Tandem or Multi-Axle Vehicles:	$750.00
Backhoes:	$400.00
Other Equipment: All Trucks	$750.00
Other Equipment: Heavy Equipment	$400.00

Mobilization: The first payment will be 50% of the scheduled amount. This payment will be processed at the beginning of the snow removal season upon verification that all of the following requirements have been met:

The Contractor will submit an invoice for the appropriate Mobilization amounts no earlier than October 31st of each contract year.

Contractor's vehicles and equipment must pass the annual Town evaluation prior to contract award and then by October 31st of each renewal year for each piece of equipment.

Contractor vehicles must be made available by October 31st of each contract year for annual vehicle evaluation and installation of the AVL equipment.

Contractor will provide an acceptable method of communication with the Town, and provide a written, updated list of contact numbers by October 31st of each contract year.

Annual Supervisor and driver training must be completed as required by the Town.

Demobilization: The second payment will be the remaining 50% of the scheduled amount. This payment will be processed at the end of the snow removal season upon documentation that the following requirements have been met.

The snow season will officially be over April 30th of each year. The Contractor will submit an invoice for the appropriate Demobilization amounts no earlier than April 30 but no later than May 15th of each contract year.

Contractor's equipment, operators and supervisors reported for work as required or called for each storm that the Contractor was called in for.

Work performed during the snow removal season is considered satisfactory.

Contractor submitted final invoice including demobilization by May 15.

PRICES AND PRICE ADJUSTMENT

The Offeror warrants that the unit prices stated in its proposal will remain firm for the initial term of the Contract. If the Contractor's unit prices are changed after the initial contract term, the Contract prices may be adjusted at the time of renewal, upon approval of the Contractor's written request to the Town. The Contractor's written request to the Town must explain fully the reasoning/justification, including any backup materials, for the requested price adjustments.

Pricing for additional renewal years may be negotiated but will not exceed the contract price(s) of the original contract increased/decreased by more than the percentage

increase/decrease of the **SERVICES** category of the **CPI-U** section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. Back-up data and justification for contract pricing in excess of the above may be considered at the sole discretion of the Town.

CONTRACT RENEWAL

The initial term of the contract is one year. This contract may be renewed at the expiration of its initial term for up to four (4) additional one-year periods upon written agreement of both parties. Notice of intent to renew will be given to the Contractor in writing by the Town approximately sixty (60) days before the expiration date of the current Contract.

Renewable contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Leesburg Town Council. In the event that the Leesburg Town Council does not grant necessary funding appropriation/program approval, then the affected multi-year Contract will become null and void, effective July 1 of the fiscal year for which such approvals have been denied.