

City of Farmington
Request for Quote (RFQ)
Hydro-Excavation Services
RFQ #26-167088

- I. **Purpose:** The City of Farmington is requesting quotes to establish a multi-term contract for hydro-excavation services, including but not limited to, all necessary supervision, equipment. Operation and clean-up, as required. Services will be provided on an as needed basis.
- II. **Submittal Instructions:** RFQ's must only be submitted using the City's online bidding system, [IonWave](https://ionwave.net). Mailed, emailed, or faxed RFQ's will not be accepted and will be returned unopened. Offeror must provide all requested information by completing online submittal process and attaching requested documentation at <https://fmrn-eRFQding.ionwave.net>.
- III. **Preliminary Procurement Schedule:**

Activity	Date
Issue RFQ	April 3, 2026
Deadline to Submit Questions	April 14, 2026 @ 3:00 p.m.
Response to Written Questions/Amendment	April 20, 2026
RFQ Due Date	April 22, 2026 @ 2:30 p.m.
Presentations/Interviews (if required)	Tentatively Week of May 11, 2026

IV. **General Conditions:**

- A. The City reserves the right to reject any or all RFQ's or to waive technicalities at its option when in the best interests of the City.
- B. In responding to this solicitation, the vendor represents that it will not practice unlawful discrimination per Section 28-1-7 NMSA 1978 and Title VI of the Civil Rights Act of 1964 - 49 CFR part 21, with regard to, but not limited to, the following: race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap, age or serious medical condition.
- C. The Offeror hereby proposes to furnish the items or services F.O.B. Destination at the unit prices quoted herein after notice of award and the issuance of a purchase order.
- D. Quotes must only be submitted using the City's online bidding system. Mailed, emailed, or faxed RFQ's will not be accepted. Vendor must use the RFQ Line Items provided in the online bidding system and complete all information in the blanks provided. Failure to comply, or use provided forms, may result in rejection of the quote at the City's option.

- E. Quotes submitted with the City's online bidding system may be retracted prior to the time set for the closing. The quote may not be retracted after the RFQ has closed. Vendor warrants and guarantees that their response has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and the response will not and cannot be withdrawn because of any mistake committed by the vendor.
- F. If items for which RFQ's have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. RFQ's offering "equal" products will be considered for award if such products are clearly identified and are determined by the Central Purchasing Office and requesting Department to be equal in all material respects to the brand name products referenced. Unless clearly indicated in the response that vendor is offering an "equal" product, the RFQ response must be considered as offering a brand name product.

Equal must be taken in its general sense and must not mean identical. Specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and is in no way intended to prohibit any manufacturer(s) item of equal material. The City of Farmington must be the sole judge of equality in their best interest and decisions of the City of Farmington as to equality must be final.

- G. Pursuant to Section 13-1-108 NMSA 1978, the amount of the line items must exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The City will pay for any taxes due on the contract and will pay any increase in applicable taxes which become effective after the date the contract is entered into. The successful vendor must submit an itemized invoice with each request for payment. Taxes must be shown as a separate amount on such billing or request for payment and must separately identify each tax being billed.

To assist the City with budget preparation, the vendor must complete the Estimate of Taxes section of this RFQ and must identify by name each tax vendor believes to be applicable to this RFQ and must estimate the amount of each tax which will be charged on the entire RFQ.

- H. Until the final award, the City reserves the right to reject any and/or all submittals, waive technicalities, re-bid, or to otherwise proceed when the best interest of the City will be realized.
- I. After RFQ's are closed, the RFQ's will be tabulated for comparison on the basis of the RFQ prices and quantities shown in the RFQ. Until final award by the City of Farmington, the City reserves the right to reject any or all RFQ's, to waive technicalities, and to re-bid, or proceed to do the work otherwise when the best interests of the City will be realized.

RFQ's will be considered irregular if they show any omissions, alteration of form, additions, conditions not called for, or irregularities of any kind. However, the City

reserves the right to waive any irregularities and to make the award in the best interest of the City.

- J. The City reserves the right to reject any or all quotes, and all quotes submitted are subject to this reservation. Quotes may be rejected, among other reasons, for any of the following specific reasons:
 - 1. Quotes received after the time limit for receiving RFQ's as stated.
 - 2. Quotes containing any irregularities.
 - 3. Unbalanced value of any items.
- K. Vendors may be disqualified and their quotes not considered, among other reasons, for any of the following specific reasons:
 - 1. Reason for believing collusion exists.
 - 2. The vendor being interested in any litigation against the City.
 - 3. The vendor being in arrears on any existing contract or having defaulted on a previous contract.
 - 4. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 - 5. Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.
- L. The successful vendor may not assign his rights and duties under an award without the written consent of the City's Central Purchasing Office. Such consent must not relieve the assignor of liability in event of default by his assignee.
- M. Delivery date is an important factor to the City and may be required to be a part of each RFQ. The City of Farmington considers delivery time to be that period elapsing from the time the individual order is placed until that order or work there under is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery FOB Destination. In evaluating any guaranteed date of delivery, past delivery and service performance on previous City contracts may be considered. The City reserves the right to reject any quote if the guaranteed delivery date of any vendor is indicated unlikely because of the non-availability of stock in the vicinity of Farmington, New Mexico or failure of the vendor to meet guaranteed delivery dates or service performance on any previous City order.

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the vendor fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be FOB Destination, all freight prepaid.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor must immediately give notice thereof in writing to the Central Purchasing office, stating

all relevant information with respect thereto. Such notice must not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

- N. All quotes must specify terms and conditions of payment which will be considered as part of, but not control, the award of the RFQ. City review, inspections, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Quotes which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if upon review, inspection and approval, if processing procedures can be completed within the specified time.

It is the intent of the City of Farmington to make payment on completed orders within thirty (30) days of receiving invoices unless unusual circumstances arise. Invoices must be fully documented as to labor, materials and equipment provided. To be valid, orders must be placed by the Central Purchasing Department and must be given a Purchase Order Number. All Purchase Orders will be paid upon completion of delivery and acceptance.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

- O. In case of default of the successful vendor, the City of Farmington may procure the articles from other sources and hold the vendor responsible for any excess cost occasioned thereby.
- P. Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract must be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, he must notify the Purchasing Agent immediately, in writing, including the reasons therefore and propose any consideration which will pass to the City if authorization to use supplies or components is granted.
- Q. Vendor must have no claim against the City for failure to obtain information made available by the City which the vendor could have remedied through the exercise of due diligence.
- R. The only approved contact must be with the buyer listed in this RFQ. Vendors making contact with any other City official or City employee regarding this RFQ may be

disqualified.

- S. All documents related to this solicitation are subject to the "Inspection of Public Records Act," Chapter 14, Article 2, NMSA 1978.
- T. By law (Section 13-1-191, NMSA, 1978) the City is required to inform vendors of the following: (1) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); (2) it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).
- U. Conflict of Interest: Vendor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract. Vendor must notify the City's Chief Procurement Officer if any employee(s) of the requesting department or the Central Purchasing Division have a financial interest in the Offeror. If yes, the Offeror must specify the employee(s) name in their quote. If federal funding is utilized for this purchase, the Purchasing Division will notify the using department of the conflict. The using department will notify the funding agency of the conflict.
- V. Any protest must be timely and in conformance with Section 13-1-172, NMSA, 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive bidders must begin on the day following the City's written notification to all responding bidders. Protests must be written and must include the name and address of the protestor and the number assigned to this RFQ by the City. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

Chief Procurement Officer
Central Purchasing Division
City of Farmington
800 Municipal Drive (mailing) or
805 Municipal Drive (physical)
Farmington, NM 87401-2663
- W. By submitting a response to this RFQ the business represents and warrants that it is not debarred, suspended, or placed in ineligibility status under the provisions of Federal Executive Order 12549.
- X. Offerors are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of quotes, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. In no event may Offerors rely on any oral statement.

Y. Should an Offeror find discrepancies in, or omissions from, this RFQ and related documents, or should Offeror be in doubt as to meaning, Offeror must immediately notify the City's designated representative. Each Offeror requesting an interpretation will be responsible for the delivery of such requests to the City's designated representative in writing as outlined in this RFP. The City will not be bound by, nor responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

Z. Signing of Offer and Authorization to Negotiate

1. The original quote must be executed by a duly authorized officer. The Offeror must also identify those persons authorized to negotiate on its behalf with the City in connection with this RFQ.

AA.Period of Acceptance

2. All quotes must remain valid for a minimum period of ninety (90) calendar days after the Due Date. No quote may be modified or withdrawn by the Offeror during this period of time unless prior written permission is granted by the City.
3. The City reserves the right to seek clarification from the Offeror at any time during the selection process. The City also reserves the right to extend by thirty (30) days the quote of any Offeror, at no additional cost to the City, to allow for the completion of the final contract documents. If the notification of selection of an Offeror or request for time extension has not been made by the City after ninety (90) days, Offerors may, at their discretion, withdraw their quotes or provide the City with written extensions of time.

BB.Binding Offers

1. All quotes submitted by Offeror are required to be binding offers, enabling acceptance by the City to form a binding contract. Quotes are to remain as binding offers for the full period of time of the initial 90-day Period of Acceptance and as such time period may be extended by the City. The City reserves the right to request revisions prior to award, for the purpose of obtaining best and final offers.

CC. Subcontracts and Other Contractual Arrangements

1. The use of subcontracts or other contractual arrangements to provide the requested services is permitted. The City, however, is looking for a contracting entity that provides for a single, technically and financially capable party to be fully responsible to the City for all contractual obligations.
2. All existing or anticipated subcontracting and other arrangements relating to the entity that will contract with the City and to the services to be provided by such entity must be fully and clearly disclosed in the response to this solicitation and are subject to further clarification by the Offeror, and the review and approval by the City.

DD. Independence of the Offeror

1. The employees, officers and agents of the Offeror are not, nor must they be deemed for any purpose, employees or agents of the City, nor must they be entitled to any rights, benefits, or privileges of City employees. It is understood that the relationship of the Offeror to City, if a contract is successfully negotiated, will be that of independent contractor.

V. **Special Conditions:** include special conditions from special conditions template here if applicable.

A. Insurance Requirements

1. INDEMNIFICATION; MINIMUM LIABILITY INSURANCE REQUIREMENTS -

Contractor agrees to protect, defend, indemnify, and hold harmless City and its officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by Contractor. Contractor's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, must include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Contractor further agrees to protect, defend, indemnify, and hold harmless the City and its officials, agents and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employee of Contractor.

2. CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE –

Contractor must purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance must include the types and specific coverage herein described and be written for not less than any limits of liability specified in these Contract Documents or required by law, whichever is greater. Insurance must include coverage for independent

contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.

3. **CONTRACTOR'S AUTOMOBILE LIABILITY INSURANCE** - Contractor must purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of Contractor's operations under the Agreement, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.
4. **CONTRACTOR'S WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE** - The Contractor must comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and Contractor must procure and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance in accordance with New Mexico laws and regulations. Such insurance must include coverage permitted under Sec. 52-1-10 N.M.S.A. 1978 for safety devices. If the Contractor elects to be self-insured, he must comply with the applicable requirements of law. If any portion of the work is to be sub-let, the Contractor must require the Subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such work. The City, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Contractor to comply with the provisions of this paragraph.
5. If any class of employee is not protected under the Workers' Compensation Statute, the Contractor must provide and must cause each Subcontractor to provide adequate employer's liability coverage as will protect him and the City against any claims resulting from injuries to and death of workers engaged in work under this contract.
6. **COVERAGE LIMITS** - Insurance coverage limits are required to be carried by the Contractor under this Section must be as follows:
7. Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage must be the limits established by the New Mexico Tort Claims Act or:
8. Combined Single Limit coverage of \$1,000,000.

9. Contractor's Workers' Compensation coverage must be those established by applicable statutes. Employer's liability coverage must be the limits established by the New Mexico Tort Claims Act or \$1,000,000.
10. INCREASED LIMITS - If, during the term of the Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.
11. CERTIFICATES OF INSURANCE - Contractor must include as part of the Contract Documents certificates of insurance on forms acceptable to the City specified herein. The certificates must specifically provide that the coverage afforded under the policy or policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to City.
12. ADDITIONAL BONDS AND INSURANCE - Prior to delivery of the executed Agreement by City to Contractor, City may require Contractor to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers, as City may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of RFQ's/Proposals, the premiums must be paid by Contractor; if subsequent thereto, they must be paid by City (except as otherwise provided).
13. CITY NAMED AS ADDITIONAL INSURED, CROSS LIABILITY PROVISIONS, AND WAIVER OF SUBROGATION - The City must be named as an additional insured on all policies and all policies must include cross liability provisions. Workers' Compensation coverage must include a waiver of subrogation in favor of the City.

VI. Instructions

A. Award

1. The City will assign an evaluation committee to evaluate all quotes, determine the need for presentations/interviews, and participate in negotiations.
2. The agreement or contract award must be made to the most qualified, responsible Offeror or Offerors whose quote is most advantageous to the City of Farmington, considering factors set forth in the RFQ. The selection of the top

evaluated firm must be made based upon the criteria outlined in the RFQ and does include price.

3. Until the final award, the City reserves the right to reject any and/or all submittals, waive technicalities, or to otherwise proceed when the best interest of the City will be realized.
4. Award of an agreement or contract is contingent upon the budgeting and appropriation of funds for continuation of the services contemplated by this RFQ.

B. Criteria for Award

Category 1 – Qualifications and Experience – 40 Points

- Background and qualifications - Provide brief history of your firm, including the number of years you have been providing hydro excavation services, similar to those outlined in this RFP. Include size of staff.
 - Provide a company organization chart and identify all key personnel responsible for fulfilling the requirements of this contract. Include any/all subcontractors.
 - Provide resumes of key personnel's qualifications, credentials and years of experience.
- References – provide names and contact information for preferably three (3) government agencies within the last five (5) years.
- Experience with Government Agencies – Provide a list of similar-sized government agencies served within the last 5 years.

Category 2 – Methodology and Proposed Approach – 40 Points

- Understanding of project - Provide statement of your firm's understanding of the Scope of Work.
- Approach to Scope of Work - Outline your firm's approach to meeting the requirements of this RFQ
 - Include a narrative outlining your firm's approach to meeting the equipment requirements outlined in this RFQ.
- Safety Plan Guidelines - Provide a copy of your firm's safety plan guidelines.

Category 3 – Proposed Price – 20 Points

- Complete Pricing Form

The Offeror with the lowest cost will receive a total of 20 points. Each succeeding offer will receive a quota of points computed as follows:

$$\frac{\text{Lowest Offer (\$)}}{\text{Higher Offer (\$)}} \times 20 = \text{Points}$$

Price Evaluation

8 to 10 State of New Mexico Preference Points.

C. Term

1. The term of the Agreement must be in effect for one (1) year, subject to earlier termination pursuant to these RFQ Specifications and the City of Farmington's General Terms and Conditions.
Reference <http://www.farmingtonnm.gov/documentcenter/view/5096>
2. The Agreement may renew automatically, subject to the appropriation of funds by City Council, from year to year for three (3) additional consecutive one-year periods unless written notice is given by either party to the other of its intent not to renew.

D. Termination

1. **Termination for Cause** - If, through any cause, vendor fails to fulfill in a timely and proper manner Vendor's obligations under this Agreement or if Vendor violates any of the covenants, agreements, or stipulations of this Agreement, the City may order Vendor by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If Vendor fails to correct the deficiency within the time period specified in such notice, which time period must be reasonable under the circumstances, the City Manager must have the right to immediately terminate this Agreement. The Vendor must be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder prior to such termination.

Notwithstanding the above, Vendor must not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Vendor, and the City may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the City from the Vendor is determined.

2. **Termination for Convenience** - The City Manager may terminate this contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If this contract is terminated due to the fault of Vendor, item 2.1, above, relative to termination must apply and no further compensation or reimbursement to Vendor must be due. If terminated for any other reason, City will reimburse Vendor for all documented out-of-pocket expenses incurred in connection with this contract.

E. Use of Contract by Other Agencies

1. Pursuant to Section 13-1-129, NMSA 1978, Vendors/Contractors/Offerors are hereby notified that any central purchasing office allowed by law and as otherwise allowed by their respective governing rules and regulations, may contract for the goods and/or services included in this procurement document with the awarded Vendor/Contractor/Offeror. Contractual engagements accomplished under this provision must be solely between the

Vendor/Contractor/Offeror and the contracting entity with no obligation by the City of Farmington.

F. Application of Preferences

1. Resident Business or Native American Resident Business - Per 13-1-21 and 13-1-22 NMSA, all resident contractors or Native American contractors, wishing to obtain in-state preference, are required to obtain a preference number and certificate with the New Mexico Department of Taxation and Revenue. It will be the sole responsibility of the Vendor/Contractor/Offerors requesting consideration for Resident Preference to obtain approval and a certification from the New Mexico Department of Taxation and Revenue prior to the RFQ opening date.
2. Resident Veteran Business or Native American Resident Veteran Business - In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a resident veteran's business or Native American Resident Business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.

For additional information please call 505-827-0700 or go to:

[In-State / Veteran Preference Certification: Businesses \(newmexico.gov\)](http://newmexico.gov)

1. Per 13-1-21 H NMSA contractor will only receive points for either resident/Native American business or resident/Native American veteran business. The points are not cumulative.
2. Per 13-1-21 J NMSA application for preference does not apply when the expenditure includes federal funds.

G. Items in RFQ to be used in a Construction Project or a Construction-Related Repair Project.

1. The item(s) listed above in this RFQ will become an ingredient or component part of a construction or construction related repair project and subject to the gross receipts tax.

VII. Scope of Work/Minimum Specifications

A. Intent

The scope of work includes but is not limited to:

1. Expose existing underground utilities by potholing and slot trenching for installation and verification purposes.
2. Excavation for pilot holes, pole holes, anchor holes, pilings, footings and shoring.

3. Debris removal from building interiors and exteriors, culverts and storm water systems.
4. Bidder shall be responsible for clean-up and removal of all debris at the time of service for each excavation project, with no additional cost to the City.
5. Excavation shall be done in a way that eliminates disturbance to nearby property.
6. Clean-up of overspray and excess debris shall be done immediately.
7. Remove/dispose of excavated materials and water as well as compacted backfill.
8. Bidder shall not perform any work on an overtime basis unless such overtime work has been authorized in writing by the department of the City requesting the service.
9. Overtime rate will be applied to time worked in excess of normal eight (8) hour days Monday through Friday. If any other rates are applicable, Bidder shall list them on a separate sheet and attach it to their bid response.

B. Minimum Requirements

The contractor shall meet the following requirements:

1. The hydro-excavation equipment shall be specifically designed and engineered by an excavating equipment manufacturer for non-destructive excavating around buried infrastructure.
2. Size of equipment required is to be mutually agreed upon by Bidder and the department of the City requesting the service.
3. Equipment shall be capable of excavating holes up to twelve (12) feet deep, in all types of soil and have a rock catcher.
4. The equipment shall be operated in accordance with the manufacturers operating instructions.
5. The hydro-excavation equipment shall be in working order when it arrives at the location of services to be performed.
6. The hydro-excavation equipment must arrive at the jobsite with the water tank full, the spoil tank empty, and enough fuel for a full day of work
7. The hydro-excavation equipment shall be operated in accordance with practices that provide appropriate levels of worker and public safety and prevent damage to buried facilities

8. The safety provisions of applicable federal, state and municipal laws, ordinances, and regulations, building and construction codes shall be observed and adhered to.
9. Machinery, equipment and other physical hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, and Federal Regulations (OSHA), to the extent that such provisions are not incompatible with existing applicable laws and regulations. Every precaution shall be exercised at all times by the contractor and his subcontractors for the protection and safety of employees, owner personnel, and other persons including children on or near the Project. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to:
 - all employees on the Worksite and other persons who may be affected thereby;
 - all the Work and materials or equipment to be incorporated therein, whether in storage on or off the Worksite; and
 - other property at the Worksite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
10. The contractor shall conduct his operations in a manner which will minimize interference with the normal use of property adjacent to the construction work and shall give owners of such property at least twenty-four (24) hours' notice of the commencement of Work in the area abutting their property. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by contractor, and subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by contractor, except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of owner or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of contractor.
11. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted as complete by the City.
12. Only Competent and Qualified Workers shall operate the equipment.
13. The tools used (dig wand / vacuum tube) shall be specifically designed for excavating around buried facilities (e.g. rubberized coating on dig wand and rubberized sleeve attached to the end of the vacuum tube).

14. Use of the equipment shall comply with federal, state and/or local ordinances, and City of Farmington restrictions.

15. Timeliness:

- The contractor shall arrive at the location at or before the time they are scheduled to perform the services.
- Should the contractor be unable to arrive on time, the contractor shall notify City of Farmington personnel that requested the services immediately.
- The contractor shall complete the services in a timely manner, without interruption, in order to keep the project on schedule.
- Should the contractor be unable to perform the services as described, the city reserves the right to obtain services from another contractor.
- Should the equipment of the contractor fail repeatedly, the city reserves the right to terminate the contract for their convenience.

C. Contractor Standards

The contractor shall meet the following equipment and job procedure standards:

1. Unless specifically allowed by law, an excavator using hydro-excavation equipment shall obtain locates prior to the commencement of work.
2. Under no circumstances should a zero tip or straight stream water jet nozzle be utilized for excavation purposes.
3. The maximum water pressure to be used at any time during excavation shall be 2,500 psi. Pressure measurements are to be monitored using a pressure gauge mounted on the excavation machine. (Excavation equipment must have the ability to adjust pressures and interchange dig nozzles to adapt to changes in ground conditions and safely excavate around all types of buried facilities)
4. The pressurized air or water wands shall never remain motionless during excavation. Aiming directly at the underground facilities shall be avoided at all times.
5. A distance of 8" shall be maintained between the end of the pressure wand nozzle and the underground facility and / or subsoil. The nozzle shall never be inserted into the subsoil while excavating within the "tolerance zone".
6. Only use vacuum-excavation equipment and pressure wand nozzles that have been specifically designed for use above buried gas lines or other reasonably expected underground gas facilities.
7. A device capable of stopping the excavation on demand, like an Emergency Shut-off Device, shall be immediately available at the point of excavation.

8. If heated water is used during excavation, the temperature and pressure of the water shall never exceed 115°F and 1,500psi respectively.
9. Hydro-excavation equipment must have the ability to be bonded and grounded, including its operator/s while working around energized or unknown underground utilities.
10. Hydro-excavation equipment should be capable of performing said duties +/- 500 feet from the unit to allow access to remote work sites, reduce environmental and ground disturbance and maintain safety of buried infrastructure.
11. Hydro-excavation equipment should be capable of digging to depths of +/- 30 feet.

D. Work Zone Traffic Control

Any required work zone traffic control shall be provided, installed and maintained by the contractor.

1. Whenever a street or thoroughfare is to be closed or to be partially closed, the contractor shall notify the Traffic Engineer or his Designated Representative, phone number (505) 599-8201 of such closing and the length of time the street will be closed to traffic. This notice shall be given three (3) business days prior to closing, and at that time, a detour plan shall be submitted for approval to the Engineer. In order that the traveling public and business establishments along the streets be inconvenienced as little as possible, the contractor shall restore the street surface as quickly as possible. The contractor shall notify the Traffic Engineer prior to the opening of any street after a street has been closed for any length of time.