



CITY OF FARMINGTON  
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Farmington, Missouri 63640  
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## SPECIFICATIONS FOR 2021 EXCAVATION AND HAULING

1. Scope. These specifications require the furnishing of supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to provide excavation and hauling work as directed by representatives of the City of Farmington.
2. Bidder's Qualifications. Bids will be accepted only from well established and qualified contractors; trained and experienced in providing excavation and hauling services. No bid will be considered from any Contractor unless they are known to be skilled and were previously engaged in work of a character and scope consistent with these bid specifications.

Bidders must show that their equipment and facilities are sufficient and their workload so arranged as to meet the schedules called for by the Contract without the use of subcontractors for the excavation portion of this contract (subcontracting the hauling is allowed). In order to aid the City of Farmington in determining the responsibility of any Bidder, the Bidder shall furnish evidence, satisfactory to the City of Farmington, of the Bidder's qualifications, experience and familiarity with work of the character specified and his or her financial ability to properly prosecute the proposed work to completion.

### 3. Principles and Definitions

- A. The word "City" shall refer to the City of Farmington.
- B. "Contractor" shall mean the successful Bidder to whom a Contract is awarded.
- C. "Work" shall refer to everything agreed to be done and furnished by the Contractor including all supervision, supplies, labor, transportation and equipment together with all responsibilities and obligations imposed by the Contract Documents.
- D. "Equipment" shall mean the trucks, earth moving, and other apparatus which are owned and operated by the Contractor and which are required to be maintained by the Contractor for the performance of the Contract in accordance with the Specifications.

- E. "Specifications" shall mean all specifications pertaining to the Work to be performed.
- F. "Contract" shall mean the fully executed document which binds the interested parties in an agreement to fulfill all terms, conditions, and specifications pertaining thereto.
- G. "Invitation for Bids" shall be the means by which the City of Farmington solicits bids from Qualified Contractors for Work which the City of Farmington may from time to time deem necessary to have performed.
- H. "Install", "Furnish", "Provide", or words of like import shall mean the Contractor shall install, furnish, or provide, and similarly the words "Approved", "Authorized", "Required", "Satisfactory", "Acceptable", or words of like import shall mean, as applicable, approved by, authorized by, required by, satisfactory to, or acceptable to the City of Farmington, unless otherwise expressly stated.

#### 4. General Requirements.

A contractor crew shall consist of all necessary personnel and all necessary tools and equipment to safely and efficiently complete the work. The City of Farmington reserves the right to do any Work covered within this Contract by its own forces, to cause such Work to be completed by other means, or to defer any Work to a future date.

Since Contractor(s) employees come in contact with the City of Farmington customers, they shall be completely dressed in suitable clothing which shall be clean at the beginning of each day. Identification badges or other forms of identification which displays the Company's name, person's picture, position, etc. is recommended but not mandatory and must be shown to the customer upon request.

All motor trucks and other vehicles provided by the Contractor to perform the Work shall bear the Contractor's number and shall be well marked and identified with company insignia or name designating the vehicles as property of the Contractor. All equipment must be maintained in such a manner as to minimize downtime. The City of Farmington shall not render payment for any charges in connection with lost productivity due to equipment failure or dysfunction.

When convenient for the City of Farmington, the Contractor may be given permission to park vehicles and equipment on the City of Farmington property. Otherwise, Contractor shall be responsible for parking vehicles and/or storing equipment at locations other than the City of Farmington owned facilities and paying all associated costs. The City of Farmington shall not be responsible for any damage or loss of Contractor's equipment.

Contractor shall observe all generally recognized safety rules, regulations, and methods to prevent injury to all employees and other persons or damage to property of the City of Farmington or the public arising from its operations. The Contractor shall observe all laws and regulations applicable to its operations including without limitation OSHA requirements, Missouri Department of Transportation requirements, Workmen's Compensation, Social Security payments, tax withholding payments, Contractor's License, etc.

Contractor crew shall have a cell phone for the City of Farmington to contact them as needed.

Contractor shall promote a drug and alcohol free working environment.

#### 5. Work.

Contractor shall perform all Work to the complete satisfaction of the City of Farmington and in accordance with all municipal, county, state and other local laws, ordinances, and regulations applicable to Work of this character and nature. All Work performed by the Contractor is subject to inspection and approval by the City of Farmington. Any Work not meeting the minimums as set forth in these Specifications, or generally accepted standards, or Work which has been falsely represented in any fashion by Contractor shall be redone by the Contractor at no (zero) cost to the City of Farmington. Failure by the City of Farmington to inspect Contractor's Work shall in no way operate to relieve Contractor from any obligations, liabilities, or responsibilities in connection with this Contract.

Contractor shall certify that complaints of any nature received from property owners or public authorities resulting from this Work will receive immediate attention and that all efforts will be made to effect a prompt adjustment. If any damage is done to the property of others by Contractor's workforce, Contractor shall repair and restore at its sole expense any such property and correct any damage inflicted thereto, all to the complete satisfaction of the owner(s) of the injured property. All complaints, and any action taken by Contractor in connection with such complaints, shall be reported to the City of Farmington.

Contractor shall secure all permits and licenses necessary for the prosecution of the Work to be performed and pay all charges and fees required for such permits and licenses.

## 6. Operator Classifications.

The Excavation Equipment Operating Engineer shall be considered as Group I for buckets over one (1) cubic yard and Group II for buckets less than one (1) cubic yard per definitions in 8CSR30-3.

## 7. Equipment.

Equipment Specifications are as follows:

Large Excavator, Bucket – This bid item is included as an option for the contractor. The Bucket Excavator described below is large enough for our projects but there may be projects where a larger bucket excavator would be useful. A large bucket excavator shall have a minimum weight of 50,000 lbs. and a 54” bucket.

Excavator, Bucket – Provide an excavator with a minimum weight of 43,000 lbs., 130 horsepower, and a 36” bucket.

Track Hoe, Rock Breaker – Provide a track hoe with a minimum weight of 43,000 lbs., 130 horsepower, and a 5,000 lb. hydraulic powered rock breaker.

Highlift Bull Dozer – Provide a highlift bull dozer with a minimum weight of 34,000 lbs.

Skidsteer - Provide a skidsteer with a minimum operating capacity of 3,200 lbs.

Trucks for Excavation Haul-off, Fill Hauled, and Rock Delivery – Provide a tandem axle dump truck with a minimum capacity of 12 C.Y.

## 8. Billing Restrictions.

The City of Farmington shall not be charged for time spent on maintenance of equipment, including without limitation fueling of vehicles, oil or antifreeze changes, changing and/or other similar maintenance and repair work. The City of Farmington will not render payment for equipment that is incapable of fully performing its intended function.

The City of Farmington will not pay for meals and other incidental items for Contractor’s employees.

## 9. Supervision of Work and Workmanship.

Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, and procedures.

**Contractor is an independent contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of the City of Farmington.**

Contractor shall employ only workers who are competent to perform the Work assigned to them and who are adequately trained and experienced in performing first-class Work of the character and magnitude required by this Contract and expected of reputable Contractor's performing work similar to the Work necessary under this Contract.

The City of Farmington will periodically review and evaluate crew performance based upon factors such as, but not limited to, quality of work, quantity of work, clearances obtained, safety awareness and public relations efforts.

#### 10. Utility Marking

Since work being done under this contract is a support for our crews on our construction projects and our personnel will provide hand-digging and utility spotting for excavation work, the City will order utility marking for the project. The City will be responsible for the cost of utility line hits if the contractor was working at the direction of the spotter provided by the City.