

**CITY OF HASTINGS
CONTRACT DOCUMENTS
&
TECHNICAL SPECIFICATIONS**

CONTRACT CH2026-14

**CITY HALL AUDIO/VIDEO
EQUIPMENT & INSTALLATION**

**Proposals Will Be Opened Promptly At
1:30 PM, Tuesday, March 17, 2026**

Bid Submitted By:



ADVERTISEMENT FOR BIDS

The City of Hastings, Nebraska, will receive bids for the City Hall Audio/Video Equipment and Installation until 1:30 p.m. at the City of Hastings, 1228 N Denver Ave., Hastings, Nebraska, on Tuesday, March 17, 2026, at which time and place all bids will be publicly opened and read aloud. **Brief description: Supply Audio/Video Equipment and Installation for the City Hall Building in Hastings, Nebraska.** If you plan on bidding and are not already on our approved bidders list for this project, you are REQUIRED to fill out the [Plan Holders Submittal Form](#) that is located on the City website: <https://www.cityofhastings.org/bids/>.

The Contract Documents, including plans and specifications, are on file at the City of Hastings 1228 N Denver Avenue, Hastings, Nebraska 68901. Copies of the plans and specifications in electronic (PDF) format may be obtained by visiting the City of Hastings Website: www.cityofhastings.org/bids.

No bid shall be withdrawn after opening of bids without the consent of the City of Hastings, Nebraska, for a period of sixty (60) days after scheduled time of closing bids.

Time is of the essence in this contract. In evaluating bid(s) received, the City will consider the timelines of completion of prior construction contracts, existing workload, and labor & equipment that the bidder commits to the project.

DATED AT HASTINGS, NEBRASKA, this 26th day of February 2026.

CITY OF HASTINGS, NEBRASKA

Tyler Ficken, City Clerk

Published:
March 3, 2026
March 10, 2026

Furnish 2 proofs of publication

INSTRUCTIONS TO BIDDERS

All proposal information, including any unit price fill in sheets or other required information, shall be submitted on the proposal forms hereto attached. Copies of addenda, if any, shall be signed and attached. City of Hastings does NOT accept faxed or emailed bid returns.

Bidders shall inform themselves of all relevant matters, and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might not have fully informed himself, prior to the bidding.

The Bidder bidding on the Specifications herein, who has exceptions to those called for in the Specifications, must so state in the space provided below and/or attach a letter explaining in detail the exceptions taken to those required in the Specifications. This letter of explanation shall become a part of the bid and shall be attached hereto. Failure by the Bidder to outline his exceptions will require the successful Bidder to comply with these Specifications.

EXCEPTIONS TO SPECIFICATIONS:

The City will not assume obligations resulting from losses or damages until acceptance of the equipment.

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the Specifications or other proposed contract documents, he may submit to Purchaser a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The Purchaser will not be responsible for any other explanation or interpretation of the proposed documents.

All addendums must be signed and attached to bid documents.

THIS BID DOCUMENT MUST BE SUBMITTED WITH BID

IF YOU HAVE QUESTIONS OR NEED HELP ON THESE SPECIFICATIONS

PLEASE CONTACT ANY OF THE FOLLOWING:

TECHNICAL QUESTIONS

Erik Nielsen – Director of IT
1228 N Denver Ave
Hastings, NE 68901
Ph# 402-462-3659
Email: bidquestions@cityofhastings.org

Lee Vrooman – Director of Engineering
1228 N Denver Ave
Hastings, NE 68901
Ph# 402-462-3657
Email: bidquestions@cityofhastings.org

GENERAL QUESTIONS OR REQUESTS

Rena Griess
Engineering Admin Assistant
Ph# 402-462-3665
Email: bidquestions@cityofhastings.org

IMPORTANT MAILING (OR HAND DELIVERY) INSTRUCTIONS

Please address your return envelope as shown in the example below. All bids must be sealed in a properly marked envelope.

To hand deliver, please drop off between the hours of 8am – noon and 1-5pm Monday through Friday.

<p>Your Return Address</p> <p style="text-align: right;">City of Hastings Attn: Renae Griess 1228 N Denver Avenue Hastings, NE 68901</p> <p><u>This Information MUST BE typed or written in the lower left hand corner of return envelope OR SIMPLY CUT OUT AND TAPE ON YOUR RETURN ENVELOPE</u></p> <p>✂ ✂ ✂ ✂</p> <table border="1"><tr><td><p>BID DOCUMENTS ENCLOSED ATTN: Renae Griess Contract No: CH2026-14 City of Hastings City Hall Audio/Video Equipment and Installation Bid Opens: Tuesday, March 17, 2026 @ 1:30 PM</p></td></tr></table>	<p>BID DOCUMENTS ENCLOSED ATTN: Renae Griess Contract No: CH2026-14 City of Hastings City Hall Audio/Video Equipment and Installation Bid Opens: Tuesday, March 17, 2026 @ 1:30 PM</p>
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If returning Fed-X or similar carrier, please enclose the bid in an “inner” envelope which is sealed. Please make sure BOTH envelopes are properly marked on the OUTSIDE OF THE ENVELOPE as shown in the example above.

One bid per envelope. Bid submittal via email is not allowed. Bids must be checked in to the City of Hastings prior to 1:30 pm deadline.

**PROPOSAL FOR
CONTRACT NUMBER CH 2026-14**

CITY OF HASTINGS CITY HALL AUDIO/VIDEO EQUIPMENT AND INSTALLATION

TO: City of Hastings
1228 N. Denver Ave
Hastings, NE 68901

Bid Opening: March 17, 2026 (Tuesday)
SEALED BIDS MUST BE RECEIVED BY 1:30 P.M.
AND WILL BE OPENED PROMPTLY AT THAT
TIME

We, the undersigned, being familiar with all parts of these documents, being Notice to Bidders, Bid Proposal Price Sheets, Contract Document Forms, Plans and Specifications, Affidavit, Material List, and all other parts of this document, do herein submit our proposal to furnish, install, and perform all tasks required to complete said project area(s) for the total costs. **THIS PROJECT IS SALES TAX EXEMPT**

Item #	Description	Unit	Amount
1	All equipment, material, installation labor, and all applicable licenses for a complete installation of the City Hall audio/video system per the Equipment/Material List included in this specification.	LS	\$
Total amount in words			

The undersigned bidder agrees to complete all work covered by the foregoing Proposal in accordance with specified requirements.

Proposed Completion Date: _____

Exceptions: No Yes (If yes, list on ***“Instructions to Bidders”*** page)

Any modification of bid proposal will be considered non-conformance of the bid. All exceptions to the proposal shall be noted as an exception to the bid.

City of Hastings may at its own discretion delete any project area and / or component prior to award of contract. City of Hastings has the right to award each bid section individually. If awarded individually, Contractors to coordinate as required.

In submitting this proposal, it is further understood that the City of Hastings reserves the right to reject any or all proposals and may waive any informalities and may accept the proposal which best suits its needs. It is further understood that this proposal may not be withdrawn for a period of sixty days (60) days after bids are opened.

**PROPOSAL FOR
CONTRCT NUMBER CH 2026-14**

CITY OF HASTINGS CITY HALL AUDIO/VIDEO EQUIPMENT AND INSTALLATION

All bid documents, including proposals, bid bonds, subcontractor designation, etc., must be submitted with original signatures. No copies will be accepted.

OFFICIAL NAME & ADDRESS

Firm Name	Signature
Address	Typed or Printed Name
City, State, Zip	Title
Phone No.	Date
Fax No.	Email Address

ALL BIDS MUST BE CHECKED IN THE CITY OF HASTINGS PRIOR TO 1:30 PM DEADLINE

Equipment/Material List

The City of Hastings is looking for proposals to supply and install the audio/video equipment for our new city hall council chambers. Below is a list of the equipment and materials required to complete this work. All labor, deployment licensing, and scripting/programming licensing should be included in the Proposal Page pricing. Equivalent items will be considered and evaluated based on quality, reliability and compatibility of the proposed equivalent equipment. If an equivalent piece of equipment is being proposed, it must be listed below or may not be accepted as a valid bid.

Qty	Equipment	Proposed Equivalent Equipment
	Audio Mixing	
1	QSC Qsys Core 110F V2 unified core w/24 local I/O channels	
2	QSC Qsys TSC-101-G3 10" touch screen controller w/poe	
1	QSC QIO-GP8x8 8 logic inputs 8 logic outputs	
1	QSC GSM4248PX 48 port network switch configured 960 watt	
	Video Mixing	
1	Datavideo HS2600 8 input HD-SDI mobile studio H.264 encoder	
4	Datavideo PTC305W 4K 20x NDI camera w/WM-1W bracket	
	Amplification	
1	Crown NCDI-4x600 drivecore digital power amplifier w/dsp/limiting	
	Speakers	
24	JBL Control47LP 6.5" ceiling speaker w/back can	
2	JBL Control 25-1W 5" speaker w/JBL CSA280 amp(entry tv location)	
	Microphones	
1	Shure SLXD14D/85 dual wireless lapel system w/earpiece DH5T	
1	Shure SLXD24D/SM58 dual wireless handheld system	
2	Shure SBC203 dual bay charger w/4 SB903 lithium batteries	

THIS BID DOCUMENT MUST BE SUBMITTED WITH BID

Equipment/Material List

	Video	
5	Sony FW85BZ35L 85" com. tv w/3 yr. warranty MPA-X86U mount	
8	Wirestorm NHD-500-E-RX 4k decoder	
1	Wirestorm NHD-500-E-TX 4k encoder	
7	Wirestorm NHD-500-IW-TX 4k encoder wall hdmi wall plate	
	Power Controls	
2	Middle Atlantic RLNK-920R control power	
1	Middle Atlantic UPS-S1500R backup power supply	
	Cabinet	
1	Middle Atlantic ERK 3525-AV 35 sp. equipment cabinet w/door	
	Cabling	
1500 ft	Kramer BC-unicat Cat6e cable	
1000 ft	West Penn 819BK sdi cable	
1000 ft	West Penn 2261000W 14 gauge speaker wire	

THIS BID DOCUMENT MUST BE SUBMITTED WITH BID

AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2026, by and between the City of Hastings, Party of the First Part, hereinafter called the "Purchaser" or "City", and _____ of (town) _____ in the State of _____, Party of the Second Part, hereinafter called the "Contractor".

WITNESSETH: THAT,

WHEREAS: The Purchaser has caused the necessary contract documents to be prepared for defining material, equipment, and/or labor to be supplied to the City of Hastings and delivered complete as specified in the accompanying contract documents.

WHEREAS: The Purchaser has advertised for bids from Contractors, has received said bids, analyzed same and duly awarded a contract to the "Contractor", "Party of the Second Part", for material, equipment, and/or labor as hereinafter set forth and as stated more in detail in the Proposal and related contract documents to wit; Notice to Bidders, Instructions to Bidders, Specifications; all of which documents are attached hereto and made a part of this Contract.

NOW, THEREFORE: It is hereby agreed that for the sum of _____.
(\$ _____)

to be paid by the Purchaser, within Thirty (30) days after the acceptance of material, equipment, and/or labor by the Purchaser, to the Contractor, the Contractor agrees to furnish all materials, equipment, and/or labor as required by the accompanying specifications, and the aforesaid contract documents, for **CH2024-14 City Hall Audio/Video Equipment & Installation**.

All materials, equipment, and/or labor shall be in accordance with the accompanying contract documents and specifications which are as much a part of this Agreement as if repeated verbatim herein.

It is further agreed that the Contractor will start work promptly, furnish the necessary submittals promptly and complete the work by the date set forth in the Proposal.

AGREEMENT

IN WITNESS WHEREOF: The Parties of the First and Second Parts have hereto set their hands and seals on the day and year above written.

CITY OF HASTINGS
Party of the First Part

By: _____

Date: _____

ATTEST:

City Clerk

CONTRACTOR
Party of the Second Part

SEAL

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

Note: If executed by one other than President, Partner or the individual Owner, a Power-of-Attorney authorizing execution should accompany this Contract.

SMALL CONTRACT GENERAL CONDITIONS – CITY OF HASTINGS

SECTION 1-1 - DEFINITIONS OF WORDS AND TERMS

Wherever in these specifications or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

1.101 Contract. The written agreement executed between the Purchaser and the Contractor, covering the performance of the work and the furnishing of labor and materials, by which the Contractor is bound to perform the work and furnish the labor and materials, and by which the Purchaser is obligated to compensate him therefore at the mutually established and accepted rate or price.

The contract shall include the Quotation, General Conditions, Contract Agreement, and any Supplemental Agreements.

1.102 Contractor. The party of the second part to the contract; the individual, firm, or corporation undertaking the execution of the work under the terms of the contract and acting directly or through his, their, or its agents or authorized employees.

1.103 Engineer. The Director of Engineering, acting either directly or through an assistant or other representative duly authorized by the Director of Engineering, such assistant or representative acting within the scope of the particular duties assigned him, or of the authority given him.

1.104 Purchaser. "Purchaser" shall mean the City of Hastings named and designated in the Contract Agreement as "Party of the First Part," and their duly authorized agents. All notices, letters, and other communication directed to the Purchaser shall be addressed and delivered to:

City of Hastings
1228 North Denver Avenue
P.O. Box 398
Hastings, Nebraska 68902-0289

1.105 Surety. The corporate body bound with and for the Contractor for the acceptable performance of the contract and the completion of the work, and for payment of all just claims arising therefrom.

1.106 Work. Work shall be understood to mean the furnishing of all labor, materials, equipment, paying all applicable city, state, and federal taxes, and other incidentals necessary or convenient to the successful completion of the project by the Contractor and the carrying out of all the duties and obligations imposed by the contract **if applicable.**

SECTION 1-2 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

1.201 Contractor's Insurance Coverage. The Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required under this article. Furthermore, the Contractor shall not allow any sub-contractor to commence work under this Contract until the sub-contractor has obtained the same insurance as is required of the Contractor. The sub-contractor alone shall be responsible for the sufficiency of its own insurance program.

SMALL CONTRACT GENERAL CONDITIONS – CITY OF HASTINGS

1.202 Certificates of Insurance. Certificates of Insurance acceptable to the Purchaser shall be filed with the Purchaser prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled, or materially altered, until at least 30 days prior written notice has been given to the Purchaser. All insurance carried shall conform to the relevant provisions of the respective Project Documents and be with insurance companies which are rated “A, X” or better by Best’s Insurance Guide, or other insurance companies of recognized responsibility satisfactory to the Purchaser.

1.203 Additional Insureds. Insurance coverages furnished under this Contract, with the exception of Workers' Compensation and Employer's Liability, shall include the Purchaser and their partners, directors, officers, agents, and employees as Additional Insureds on a primary and noncontributory basis, and shall include Products and completed operations with respect to the activities of the Contractor and shall be maintained for the full duration of the project including for a period after completion to include the statute of repose.

Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, with respect to any claim, suit, or judgment made or brought by or for any other insured, as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

The Purchaser shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

1.204 Waiver Of Subrogation. The Contractor and their sub-contractor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the Purchaser their partners, directors, officers, agents, and employees.

1.205 Workers' Compensation And Employer's Liability Insurance. The Contractor shall procure, and shall maintain during the life of this Contract, Workers' Compensation Insurance as required by workers' compensation laws of the State of Nebraska and also of the state in which the sub-contractor is domiciled.

The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The Employer's Liability Insurance shall contain the following limits of liability:

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

1.206 General Liability Insurance. This insurance shall be written per project on an “occurrence” policy form, including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractor’s and personal injury, with no exclusions for explosion, sudden and accidental pollution or an absolute or total pollution exclusion, collapse and underground perils. The commercial general liability policy shall also include a severability of interest clause and a cross liability clause in the event more than one entity is “named insured” under the liability policy. If work is being done near a railroad track, the 50’ railroad right of way exclusion must be deleted.

SMALL CONTRACT GENERAL CONDITIONS – CITY OF HASTINGS

Limits of Insurance shall be as follows:

Each Occurrence Limit	\$1,000,000
Products/Completed Operations	\$2,000,000
General Aggregate Limit	\$2,000,000
Personal and Advertising Injury	\$1,000,000

1.207 Pollution Liability – (If Applicable).

Limits of at least: \$1,000,000 per occurrence; \$1,000,000 aggregate

If Contractor or its Sub-subcontractor's work includes but not limited to remediating, handling, processing or disposing of hazardous material including but not limited to asbestos containing materials, silica, lead, PCBs, contaminated soil, etc, coverage shall be provided for bodily injury, property damage and clean-up costs resulting for pollution conditions.

1.208 Riggers Liability – (If applicable). Should work involve the moving, lifting, lowering, rigging or hoisting of property or equipment Contractor shall carry Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment on a Replacement Cost Basis

1.209 Automobile Liability Insurance. This insurance shall be written under a Business Auto Policy and shall protect the Contractor and Additional Insureds against claims arising from injuries to members of the public or damage to property of others arising from the use of automobiles whether such automobiles are owned, non-owned, or hired. Automobile insurance shall include Motor Carrier Endorsement Act MCS 90 and transportation pollution coverage if applicable. If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.

Limit of Liability \$1,000,000 each accident

1.210 Umbrella Liability Policy. This insurance shall protect the Contractor and the Additional Insureds against all claims in excess of the limits provided under the employer's liability, automobile liability, and general liability policies. The liability limits of the umbrella liability policy shall be not less than \$2,000,000 per occurrence. This policy shall be an "occurrence" type policy. However, Purchaser reserves the right to require higher limits with respect to each project.

1.211 Professional Liability (Applicable for contractors providing or is responsible for providing design/engineering/surveying services/or consulting services):

Limits of at least: \$1,000,000 per occurrence; \$1,000,000 aggregate

Policy shall provide for a retroactive date prior to the starting date of services for which this agreement applies. Policy shall not exclude bodily injury, property damage, or pollution liability. Coverage shall remain in force for a minimum of 3 years following substantial completion of construction through either policy renewal or the purchase of an Extended Reporting Provision. Contractor agrees to waive its rights of recovery. Subcontractor's insurer shall endorse the policy to waive subrogation against Owner and their respective agents, officers, directors and employees.

SMALL CONTRACT GENERAL CONDITIONS – CITY OF HASTINGS

1.212 Transportation Insurance – (If Applicable). Contractor shall purchase inland marine coverage at the expense of Contractor on all equipment and materials, where Purchaser has an insurable interest. Insurance shall protect for Contractor and Purchaser from physical loss of equipment while loading, unloading, in transit to jobsite, and until equipment or materials have been installed or received by Purchaser.

1.213 Proof of Carriage of Insurance – (If Applicable). Satisfactory certificates of insurance shall be filed with the Purchaser prior to starting any construction work on this contract. The certificates shall state that thirty (30) days written notice shall be given to the Purchaser before any policy covered thereby is changed or canceled.

1.214 Property Insurance A.K.A. Builder's Risk – (If Applicable). Unless otherwise provided, the CONTRACTOR shall purchase and maintain property insurance, a.k.a. builder's risk insurance, on the building construction project in amount thereto for entire work at site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance of work by OWNERS. Insurance shall include interests of OWNERS, CONTRACTOR, SUBCONTRACTOR, and sub-subcontractors in work. This property insurance covering work will have deductible for each occurrence, which will be responsibility of CONTRACTOR.

Before an exposure to loss may occur, the CONTRACTOR will provide a copy of the property insurance policy or evidence of property insurance, upon request that includes all property insurance coverages. The CONTRACTOR will not cancel or allow such policy to expire without written notice to the other.

Waivers of Subrogation: OWNER and CONTRACTOR and all SUBCONTRACTORS waive all rights against

(1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) OWNER'S or CONTRACTOR'S consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to extent covered by property insurance obtained, or other property insurance applicable to work, except such rights as they have to proceeds of such insurance held by OWNER and/or CONTRACTOR as fiduciary. OWNER and/or CONTRACTOR, as appropriate, shall require of OWNER'S and/or CONTRACTOR'S consultants, separate contractors, if any, and subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay insurance premium directly or indirectly and whether or not person or entity had an insurable interest in property damaged.

1.215 Indemnification. To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the Purchaser, their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any sub-contractor, any person or

SMALL CONTRACT GENERAL CONDITIONS – CITY OF HASTINGS

organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

In any and all claims against the Purchaser, or of any of their officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such sub-contractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Purchaser, the Contractor, or any of their sub-contractors.

1.216 Laws to be Observed. The Contractor shall keep himself fully informed of, and at all times, shall observe and comply with all federal and state laws, all local bylaws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall protect and indemnify the Purchaser and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. It shall be the responsibility of the Contractor to provide all safeguards, safety devices and protective equipment and to take any other needed actions as are reasonably necessary to protect the life and health of employees on the project.

1.217 Work Eligibility Status. Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

1.218 Fair Labor Standards. The Contractor agrees to comply with all current applicable State, Federal, and Purchaser fair labor standards in the execution of the contract. Pursuant to the Title VI Non-Discrimination Program of the City of Hastings, Contractor agrees to comply with the provisions set forth by Purchaser's Title VI Non-discrimination Program, if applicable. A copy of said provisions are as follows:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

SMALL CONTRACT GENERAL CONDITIONS – CITY OF HASTINGS

- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (*Recipient*) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (*Recipient*), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (*Recipient*) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the (*Recipient*) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (*Recipient*) to enter into such litigation to protect the interests of the (*Recipient*), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.219 Permits. The Contractor shall procure and pay for all permits, licenses and bonds necessary for the execution of his work and/or required for municipal, state and federal regulations and laws.

SMALL CONTRACT GENERAL CONDITIONS – CITY OF HASTINGS

SECTION 1-3 - SAFETY, HEALTH, AND ACCIDENT PREVENTION.

1.301 Safety, Health and Sanitation. The Contractor shall conduct all operations under this Contract in a manner to prevent bodily harm and damage to property. The Contractor shall continuously inspect all operations, work, materials, and equipment; shall conduct health surveys of all work areas; and shall be solely responsible for the discovery, determination, and correction of conditions which constitute a risk of bodily harm or property damage.

The Purchaser will resolve conflicts regarding safety and health measures and practices. The Purchaser will monitor the Contractor's safety and health measures, and may require changes in the Contractor's Safety, Health, and Accident Prevention Program during the performance of the work.

The Contractor shall implement and maintain a written Safety, Health, and Accident Prevention Program specifically applicable to the work. The Contractor's program shall meet the requirements of the codes and regulations of federal, state, local, and other authorities having jurisdiction over this work. The Contractor's Safety, Health, and Accident Prevention Program shall include disciplinary procedures and safety orientation training procedures applicable to Contractor and subcontractor personnel.

The Contractor's Safety, Health, and Accident Prevention Program shall include equipment to be used, sampling strategy and calculations, methods of compliance, and personnel protective equipment. The calibration, sampling, and analytical laboratory procedures used shall be in conformance with OSHA's Industrial Hygiene Field Operations Manual.

The Contractor's Safety, Health, and Accident Prevention Program shall be submitted for review by the Purchaser 30 days prior to the start of the work at the project site. This review will not relieve the Contractor of his responsibility for safety and health, nor shall such review be construed as limiting in any manner the Contractor's obligation to undertake any action which may be necessary or required to establish and maintain safe working conditions respecting his work at the project site. The Purchaser reserves the right to require the Contractor to modify any portion of his Safety, Health, and Accident Prevention Program.

The Contractor shall immediately correct any unsafe conditions identified by the Purchaser. In the event the Contractor fails to immediately correct such unsafe conditions, the Purchaser may either have the unsafe conditions corrected by others at the Contractor's expense, or direct that the work be stopped in the area of the unsafe condition; however, this right to stop the work shall not give rise to any duty on the part of the Purchaser to exercise this right.

The Contractor shall appoint a qualified Safety and Health Representative. The Safety and Health Representative shall attend all project safety and health meetings. The Contractor's Safety and Health Representative shall have the authority to have unsafe conditions corrected and direct that the work be stopped in the area of the unsafe condition, if deemed necessary.

The Contractor shall maintain accurate accident and injury reports.

The Contractor shall hold regular scheduled meetings to instruct his personnel and his subcontractors' personnel in safety and health practices. The Contractor shall furnish safety and health equipment and enforce the use of such equipment by his employees and the employees of his subcontractors.

SMALL CONTRACT GENERAL CONDITIONS – CITY OF HASTINGS

1.302 Fall Protection. The OSHA Fall Protection Standard 29 CFR 1926 Subpart M shall be strictly adhered to by the Contractor. Fall protection is required for all of Contractor's Work operations one hundred percent of the time, whether climbing, traveling, or working. **No Work operation is exempt from the six (6) foot fall protection requirement.**

Fall protection body harnesses, lanyards, and lifelines shall be used in accordance with OSHA Standard 1926 Subpart 502D, with the following exceptions:

Full body harnesses shall be used in lieu of safety belts.

Only lanyards with shock absorbers and locking type snap hooks shall be used.

At least two lanyards shall be used to provide one hundred percent fall protection when moving around obstructions, connection points, or other similar items.

Fall protection guardrail systems shall comply with OSHA Standard 1926 Subpart 502(b) except manila, plastic, or synthetic rope shall not be used as guardrails.

Contractor shall provide his own confined space equipment, monitors, and personnel for hole watches.