

Harrisburg Area Community College
Request for Bids

Campus Square Board Room Audio/Visual
Harrisburg Campus
Solicitation #10-30A

Acknowledgement: Please acknowledge receipt of this RFB by completing the information requested below and faxing to (717) 233-1666 upon receipt.

| | | | |
|-------------------------------------|--|---------------|--|
| Bidder Name: | | Contact Name: | |
| Address (include city, state, zip): | | | |
| Phone: | | Fax: | |
| | | Email: | |

| | | | | | |
|------------|----------------|-------|-----------------|-------|----------------------------|
| Check One: | We will | _____ | Will Not | _____ | be responding to this RFB. |
|------------|----------------|-------|-----------------|-------|----------------------------|

| | |
|--|--|
| If not responding, please explain briefly: | |
| | |

Dates:

Date of Issue: March 29, 2010
Bids Due: April 13, 2010 at 2:00pm

(Please note: Final official bid results will be released after this date. All bidders who respond to the RFB will receive an award notification letter in the mail within one week of this date.)

Bids are to be delivered to:

Address: Purchasing Department
 Harrisburg Area Community College
 Whitaker Hall, Room 130A
 One HACC Drive
 Harrisburg, PA 17110

Attention: Garry Crider – Director of Purchasing

Phone: (717) 780-1164

E-mail: cgcrider@hacc.edu

Request for Bids
Campus Square Board Room Audio/Visual

Harrisburg Area Community College
Harrisburg Campus
Harrisburg, PA

DEADLINE TO SUBMIT BIDS: April 13, 2010 at 2:00pm

DELIVER BIDS TO: Mr. Garry Crider
Harrisburg Area Community College
Whitaker Hall, Room 130A
One HACC Drive
Harrisburg, PA 17110

DIRECT QUESTIONS TO: Mr. Garry Crider
Harrisburg Area Community College
Whitaker Hall, Room 130A
One HACC Drive
Harrisburg, PA 17110

BID PACKAGES OBTAINED FROM: Eastern PCM, LLC
Program/Construction Manager
645 North 12th Street, Suite 200
Lemoyne, PA 17043
Phone: (717) 233-3816
Fax: (717) 233-1666
Contact: Stacia Zewe
Visit the Purchasing page of the HACC website at
www.hacc.edu

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1. KEY DATES

Important dates including bid deadlines are shown below. Formal addendum to this RFB will be issued to the Proposers notifying of any changes to these dates. Dates indicated are tentative and may be changed during the RFB process due to revision(s) of any part of the Request for Bid because of questions from Proposers and/or additional information requested after the Bid Opening.

| ACTIVITY | DATE & TIME |
|---|--------------------------|
| Advertisement | March 29, 2010 |
| Site Visit | April 1, 2010 at 8:00am |
| Bids Due – Delivered to HACC Purchasing Office | April 13, 2010 at 2:00pm |
| Notice of Award | May 5, 2010 |

2. BID SUBMISSION

Bids must include all information required by the following sections:
(Reference Section VI)

- a. Bid Form
- b. MBE/WBE Minority Participation Form
- c. Bid Security – Bid Bond or Certified Check for 10% of amount bid; if Certified Check, Bidder must provide a Consent of Surety Form guaranteeing that a Performance and Payment Bond will be provided upon the execution of a contract for the work.
- d. Non Collusion Affidavit

3. DEFINITIONS

The following terminology shall be used throughout this Request for Bid.

Campus- Harrisburg Area Community College – Campus Square

Contract-shall be used herein to refer to the purchase order(s) generated by the final award.

Contractor shall be used herein to refer to the Bidder receiving the final award.

Purchaser- Harrisburg Area Community College

Response or Bid-as used herein shall be understood to mean the written bid to provide services.

RFB-Request for Bids

College- Harrisburg Area Community College – Campus Square, Harrisburg, PA

Bidder, Contractor, Proposer, Supplier-as used herein shall be understood to mean the company, firm or corporation formally submitting a response to this RFB.

I. GENERAL INFORMATION

A. INVITATION TO BID

Harrisburg Area Community College formally invites bids to furnish and install an audio teleconference system to work with existing audio visual equipment in the HACC Campus Square Board Room. This system shall include twelve (12) wired tabletop gooseneck microphones, VoIP telephone interface, and all necessary signal processing. The College reserves the right to accept or reject any and all Bids, to waive any irregularities or informalities in any bid(s) and to award the contract in the best interests of the College.

The MBE/WBE Utilization Form included in this section is to be properly filled out, signed and included with Bid Form as noted. Failure to submit this required form may subject bid to rejection.

The referenced project is subject to the Pennsylvania Department of Labor and Industry Prevailing Wage Rates.

All Bids are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions and other documents as part of a Bidders response will be waived and have no effect either on this RFB or any contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Bidder may be grounds for rejection of the Bidders bid. Bidder specifically agrees to the conditions set forth in the above paragraph by the signature of its authorized representative on the execution of bid page contained herein.

B. PROJECT PRICE CHANGES

Any changes in project scope of work that alters costs must have prior approval from the Vice President for Finance and College Resources or the College's Representative.

Harrisburg Area Community College Director of Purchasing and Business Services shall be the authorized representative of the College for purposes of interpretation of contract requirements.

C. CONTRACT STANDARD

After the Contract(s) are awarded (see award of Contract below) it will be the Contractor representative's responsibility to confirm with the College's authorized representatives, whether or not there is correct and sufficient funds available for the project through the issuance of a Purchase Order.

D. APPLICATIONS FOR PAYMENT

Applications for Payment must be descriptively itemized and must clearly indicate the applicable College Purchase Order number, including the Project Name and Location as well as the HACC account number, and must be submitted in duplicate at time of project completion before payment can be authorized.

Pay Application Forms: Applications for Payment are to be submitted using AIA forms G702/CMa and G703 and are to be addressed to HACC but sent to Eastern PCM for processing. While electronic copies of invoices will be reviewed, we must receive hard copies of all invoices before they can be processed for payment.

Pay Applications are to be addressed to HACC and submitted to Eastern PCM, LLC on the 25th of the month, estimated through the 30th. Payment will be made by the 30th of the following month.

Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of the Contractor. The Program/Construction Manager will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
3. All Applications for Payment shall reflect a retainage amount of 10%. Retainage will be released after all punch list items are completed and the owner receives all product data.

Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Eastern PCM, LLC by a method ensuring receipt within 24 hours.

E. FINAL INSPECTION AND PROJECT ACCEPTANCE

Determination of adequacy of performance project completion shall be the responsibility of the Project Manager. Neither the College nor the Project Manager nor any agent thereof on behalf of the College will supervise or be responsible for the actions of the Contractor's employees, subcontractors, or subcontractor's employees.

The Project Manager for this project shall be Stacia Zewe, Project/Construction Manager, Eastern PCM, LLC, Telephone No. (717) 233-3816.

The HACC Harrisburg Campus Facilities Contact shall be Ellworth Beckmann, Campus Square, Telephone No. (717) 780-1989.

F. PAYMENT

The College will make payment to the contractor from the approved invoice. Payment will be accomplished within thirty (30) days of project acceptance or invoicing, whichever is later, if the project is as specified and statements are in proper form.

II REQUEST FOR BID

Harrisburg Area Community College formally invites responses to this Request for Bid to furnish and install an audio teleconference system to work with existing audio visual equipment in the HACC Campus Square Board Room. This system shall include twelve (12) wired tabletop gooseneck microphones, VoIP telephone interface, and all necessary signal processing.

Interested parties are invited to submit Bids to Harrisburg Area Community College, Purchasing Department, Whitaker Hall Room 130A, One HACC Drive, Harrisburg, PA, 17110, Attn: Garry Crider. Bids will be accepted until April 13, 2010 at 2:00pm.

This Request for Bid contains the instructions governing the Bids to be submitted the materials to be included therein, requirements that must be met to be eligible for consideration, and general guidelines for submission of Bids.

A. SCOPE OF WORK

The Work Scope for this Request for Bid is defined in detail in Section IX: EXHIBITS/SPECIFICATIONS.

B. SITE VISIT

A site visit will be held on April 1, 2010 at 8:00am. Interested parties are to meet in the 4th Floor Campus Square Elevator Lobby, 1426 N. 3rd Street, Harrisburg, PA.

C. RFB CLARIFICATION

Proposers may request an explanation of the intent or content of this RFB and clarification of procedures used for this procurement. No interpretation made to any Proposer as to the meaning of the RFB shall be binding on the College unless repeated in writing, discussed at the Pre-Bid Meeting and Site Visit, or distributed as an addendum by Eastern PCM, LLC.

Failure of the Proposer to make appropriate inquiries, evaluate any special conditions, or to verify requirements of this RFB shall not relieve the Contractor of the responsibility of fulfilling the contract in accordance with the terms of this RFB.

Communication concerning the Request for Bid can only be with Stacia Zewe, Project/Construction Manager, Eastern PCM, LLC (717) 233-3816 or szewe@easternpcm.com. Oral communication with any College employee, unit, department, or organization concerning this RFB is not binding on the College and shall in no way modify the RFB, or the obligation of the College or the Vendor, and may deem the Proposer's bid void.

The college will evaluate a Proposer's "confidence in its own ability to perform" based on a given Proposer's willingness to provide the College with meaningful contractual assurances and remedies.

In summation of the College's general objectives regarding this Request for Bid, the College has a sincere desire to award the transaction based on reliable information. In other words, Proposers to this RFB will have demonstrated their agreement that whether verbal or written, the company can perform to the requirements of this Bid.

D. ADDENDA TO THE RFB

In the event that it becomes necessary to revise any part of this RFB, Eastern PCM, LLC, the Program/Construction Manager, will provide addenda in writing to the Proposers. All Proposers must return the "Notice of Intent to Submit Bid" form, Section XI, as instructed. Addenda will also be posted on HACC's Purchasing Website. Refer to Bid Advertisement. No oral statements, explanations, or commitments by whosoever made shall be of any effect except as the same are confirmed in writing by the College Purchasing and Business Services Office.

E. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

Harrisburg Area Community College is committed to affirmative action in accordance with state and federal laws and regulations providing for equal employment opportunity. Harrisburg Area Community College will not contract with any firm that is not an equal opportunity employer.

In accordance with federal and state laws, the contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, national origin, sex, age, marital status, religion, creed, political belief, mental or physical disability, or status as Vietnam era or disabled veteran. The contractor will comply with the Americans with Disabilities Act of 1990.

F. NON-DISCRIMINATION

Harrisburg Area Community College is committed to non-discrimination and equal employment opportunity. Harrisburg Area Community College will not contract with any firm that is not an equal opportunity employer.

G. ACCEPTANCE OF BIDS

The College reserves the right in awarding the contract to consider the competency, responsibility, and suitability of the Proposer, as well as the services provided. The College further reserves the right to accept or reject any or all Bids, to waive any irregularities or informalities, and to award the contract in the best interest of the College. Neither the College nor any agent thereof on behalf of the College will be obligated in any way by any Proposer's response to this RFB.

III GENERAL CONTRACTUAL REQUIREMENTS

A. EXAMINATION OF CONTRACT CONDITIONS

It is the intent of Harrisburg Area Community College through this Request for Bid and contract conditions contained herein, to establish to the greatest possible extent, complete clarity regarding the requirements of both parties to the contract resulting from the Request for Bid.

Before submitting a bid, the Contractor shall be thoroughly familiar with all contract conditions referred to in this document, and any addenda issued before the bid submission date. Such addenda shall form a part of the RFB and shall be made a part of the contract. It shall be the Contractor's responsibility to ascertain that the bid includes all addenda issued prior to the bid submission date.

By submitting a response to this RFB contractor represents that:

- 1) The contractor has read and understands the Contract specifications and conditions.
- 2) The contractor will perform the work in compliance with Commonwealth of Pennsylvania, Federal and Local Laws, Regulations, Standards, Ordinances and Codes.

B. ASSIGNMENT OR TRANSFER

This contract may not be assigned or transferred in whole or in part, without the written permission of Harrisburg Area Community College Purchasing and Business Services Office, nor may any rights to any monies due or to become due hereunder be assigned.

C. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor providing services for Harrisburg Area Community College.

D. INSURANCE

The Contractor shall provide insurance coverage as required by this section. Certificates of insurance coverage shall be submitted to Eastern PCM, LLC within ten (10) days of notice of award of contract. In no instance may any work commence prior to receipt of the certificates. A signed contract shall not be considered valid until Eastern PCM, LLC has received the certificates.

The Contractor shall maintain the following minimum insurance:

1. Workers' Compensation:
 - (a) State: **Pennsylvania** Statutory
 - (b) Applicable Federal (e.g., Longshoremen, Harbor Work, Work at or outside U.S. Boundaries): Statutory
 - (c) Employer's Liability: Statutory
 - (d) Benefits Required by Union labor contracts: As applicable.
2. General Liability
 - (a) General Aggregate \$2,000,000
 - (b) Products & Completed Operations Aggregate \$2,000,000
 - (c) Personal & Advertising Injury \$1,000,000
 - (d) Each Occurrence \$1,000,000

| | | |
|----|-------------------------------|-----------------------------|
| 3. | Excess Liability | \$2,000,000 |
| 4. | Business Automobile Liability | \$1,000,000 Per Accident |

The Contractor shall name as Additional Insured, on all insurance policies, the following:

1. Harrisburg Area Community College
2. Eastern PCM, LLC
3. GreenWorks Development, LLC
4. Campus Square Partners, LP

E. BONDS

All Bids equal to or greater than \$10,000 must be accompanied by Bid Security in the form of a Bid Bond or a certified check for 10% of the amount bid.

The Contractor shall provide a Performance & Payment Bond for 100% of the value of the work on all projects in excess of \$50,000.

F. INDEMNIFICATION

The Contractor shall hold Harrisburg Area Community College harmless from any liability, costs, or penalties in any way resulting from the performance of the services related to this contract or from the conduct or actions of any persons provided by the Contractor for performance of this agreement and will indemnify the College for any costs of defense paid because of actions of the Contractor or its employees in the performance of this agreement.

G. CONTRACT MANAGER

Harrisburg Area Community College Director of Purchasing and Business Services shall be the authorized representative of the College for purposes of interpretation of contract requirements. Determination of adequacy of performance shall be the responsibility of the Program/Construction Manager. Neither the College nor the Program/Construction Manager nor any agent thereof on behalf of the College will supervise or be responsible for the actions of the Contractor's employees, subcontractors, or subcontractor's employees.

H. TERM OF CONTRACT AND INSTALLATION

All work shall commence on May 6, 2010 and be completed by June 2, 2010.

I. SAMPLE FORM OF CONTRACT

See attached Exhibit 'A' AIA A101/CMA – 1992, and AIA A201/CMA – 1992 (included by reference).

J. PREVAILING WAGE RATES

This project is subject to the Pennsylvania Department of Labor and Industry Prevailing Wage Rates. Wage Rates are attached as Exhibit 'E'.

Certified Payroll Statements are to be submitted to the Owner or its Agent in accordance with the Regulations for Pennsylvania Prevailing Wage Act, Subchapter E – Prevailing Regulations, Paragraph 9.110 Certification of Rate of Wage and Payment by Contractor or Subcontractor for submission of Certified Payroll.

Certified Payroll statements are to be submitted timely for each pay period. Failure to submit these documents may cause contractor payments to be delayed.

IV RIGHTS AND REMEDIES

A. ARBITRATION

All claims, disputes, and other matters in question between the Contractor and the Owner arising out of or relating to this Agreement, the Project, the Work, the Contract Documents or the breach thereof may, at the Owner's sole option, and only upon the exercise of that sole option by the , be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The Contractor may not unilaterally elect arbitration or cause arbitration to occur. The Owner has the sole discretion to decide whether or not any such claims, disputes or other matters shall be submitted for arbitration.”

B. LITIGATION

In the event that any term of this contract is the subject of litigation, it is hereby agreed that the parties in that litigation shall pay their own attorney's fees and court costs incurred including court costs and attorney's fees incurred in appellate proceedings.

C. VENUE AND JURISDICTION

The terms and conditions herein constitute the sole and entire agreement among parties and the laws of the Commonwealth of Pennsylvania shall govern any disputes. The Dauphin County Court of Common Pleas shall have exclusive jurisdiction over any and all litigation arising from the terms of this agreement.

D. RIGHT TO AUDIT

The College and appropriate designated representatives reserve the right to audit the College account records and other financial records of the Contractor, as they pertain to the College. Such audits, shall be performed by auditors selected by the College only if deemed necessary by the College.

E. FORCE MAJEURE

Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official governmental and judicial action not the fault of the party failing or delaying in performance.

V BID SUBMISSION

To receive consideration, Bids shall be made in agreement with the instructions as stated in this RFB, and such Bids and awards made therein shall be subject to all of the terms and conditions hereof.

A. INCURRED COST

The College is not liable for any costs incurred by the Proposer in the preparation and presentation of their Bids.

B. SIGNATORIES

The bid shall include information as requested throughout the RFB. The signature of all persons authenticating the bid shall be printed and written in longhand in the designated area on page one (1) of the RFB. The bid shall be signed with ink or indelible pencil.

C. MULTIPLE BIDS – NOT APPLICABLE

D. BID DEADLINE

To be considered for selection, Bids shall be delivered to Harrisburg Area Community College, Purchasing Dept., Whitaker Hall Room 130A, One HACC Drive, Harrisburg, PA, 17110, Attn: Garry Crider, on or before April 13, 2010 at 2:00pm. Bids must be submitted in duplicate in a sealed envelope, clearly marked "Bid for RFB – Campus Square Board Room Audio Visual, #10-30A"

The mailing of Bids shall allow for normal mail delivery time to ensure timely receipt of their Bids by HACC. Bids arriving after the deadline will not be considered. All Bids become the property of the College.

E. NUMBER OF COPIES AND MAILING OF BID

Two (2) copies of the General Bid will be submitted in a sealed envelope clearly marked with the name of the Proposer and labeled "**Bid for RFB – Campus Square Board Room Audio Visual, #10-30A**".

Address the Bid as follows: Bid RFB – Campus Square Board Room Audio Visual #10-30A
Harrisburg Area Community College
Purchasing Department, Whitaker Hall 130A
One HACC Drive
Harrisburg, PA 17110
Attn: Garry Crider

VI FORMAT FOR SUBMISSION OF BID

A. INTRODUCTION

Any term or condition stated in this RFB document shall be considered accepted by the Contractor unless specifically objected to by the Contractor. The College may accept or reject Contractor's alternative Bids to the terms of this RFB. A bid may be rejected if it is incomplete or conditional.

The following documents must be included in the submission of the bid:

1. Bid Form
2. MBE/WBE Utilization Form
3. Bid Security
4. Non-Collusion Affidavit

B. BID FORM

See Section: X. Bid Form for RFB – Bid for RFB – Campus Square Board Room Audio Visual, #10-30A

C. MBE/WBE SOLICITATION FORM

The MBE/WBE Utilization Form included as Exhibit 'C' is to be properly filled out, signed and included with Bid Form as noted. Failure to submit this required form may subject bid to rejection.

Instructions:

1. Provide your company name, contract, and bid submission date.
2. Enter the subcontractor's or supplier's company name which is mandatory, telephone number with area code, and contract person's name.
3. You must indicate if you desire credit for the firm as either MBE or WBE.
4. Enter the total dollar amount of the quote received. If the quote is received in the form of unit prices, hourly rates, etc., a total dollar amount should be provided.
5. You must include both solicited and unsolicited quotes within the scope of work. Failure to include a firm providing solicited or unsolicited quotes may result in the rejection of the bid as not responsive.
6. The MBE/WBE form must be completed and submitted with all bids. Failure to properly complete the form may cause the bid to be rejected as non-responsive.

D. BID SECURITY

All Bids in excess of \$10,000 must be accompanied by Bid Security in the form of a Bid Bond or a certified check for 10% of the amount bid.

E. NON COLLUSION AFFIDAVIT

The Non-Collusion Affidavit included as Exhibit 'D' is to be properly filled out, signed, notarized, and included with Bid Form as noted. Failure to submit this required form may subject bid to rejection.

VII EVALUATION

The Contract will be awarded to the lowest responsible bidder as determined by the Owner.

VIII. AWARD

The College will review all Bids. The College reserves the right to cancel the selection process when a selection is made, or at anytime prior to entering into a formal written agreement with the Contractor.

The College intends to execute a contract with the Contractor(s) submitting the bid which the College determines to best meet the College's requirements. The College will be the sole judge of the acceptance of any and all Bids.

In awarding the contract, the College may take into consideration: the references, experience, responsibility, reputation, financial standing of the respondent, and the ability of the Contractor to provide an advantageous time schedule for providing service. The inability of any respondent to meet the requirements may be cause for rejection of his/her bid.

After selection approval by the colleges Board of Trustees, Harrisburg Area Community College Purchasing and Business Services office will cause a contract/purchase order to be prepared for signatures by both parties. A contract(s) will be issued to the responsible Contractor(s) whose bid is the most advantageous to the College, taking into consideration all evaluation factors. No other evaluation criteria, other than that outlined in this bid, will be used.

IX. EXHIBITS / SPECIFICATIONS

PROJECT SUMMARY

INTRODUCTION

Harrisburg Area Community College plans to furnish and install an audio teleconference system to work with existing audio visual equipment in the HACC Campus Square Boardroom. This system shall include twelve (12) wired tabletop gooseneck microphones, VoIP telephone interface, and all necessary signal processing

The Contractor will provide all labor, equipment and materials to perform same.

SCOPE OF WORK

The following is a general description of the work to be completed and is not meant to be a complete description of the Contractor's obligations under this Contract. The Contractor is to familiarize itself with all relevant Contract Documents and site conditions in order to determine for itself the full extent of its obligations under the this Contract including all provisions necessary to fully complete the project to the Owner's satisfaction.

I. General

a) Description of Work

Harrisburg Area Community College has requested a video teleconference (VTC) system to work with existing audio video equipment in the Campus Square Boardroom.

System requirements include 12 wired tabletop gooseneck microphones, a podium microphone, a lavalier microphone, an IP based video teleconferencing CODEC and all necessary signal processing and cabling. The system shall be used for both audio conferencing and video conferencing, concurrently and/or separately, and shall be tied into HACC's existing Polycom MGC Bridge. The VTC system shall be controlled by an Extron touch panel at the boardroom table, and must be intuitive and user friendly. HACC does not have AV support staff at this location so the touch panel design must be easy to use and self explanatory. An additional lavalier microphone shall be provided along with a gooseneck microphone for the existing podium. All cabling, installation, implementation, setup and configuration of the VTC system shall be done by the awarded contractor.

All equipment shall be housed in a contractor-provided rack in the adjacent equipment storage closet. HACC shall provide cable pathways to the conference room table, the existing podium, and to the equipment room.

II. Specifications

a) Video Teleconference CODEC

The selected CODEC will provide flexible, affordable HD/SD video conferencing for high-quality communication throughout mainstream workplace environments. The selected CODEC will be IP

capable with ISDN expansion options. Content will be provided by existing AV equipment in DB15HD format. The selected CODEC will demonstrate the following features at minimum:

Video Standards and Protocols

- H.264, H.263++, H.261
- H.239 / Polycom People + Content
- H.263 & H.264 Video Error Concealment

People Video Resolution

- 720p, up to 30fps at 832 Kbps – 2 Mbps
- 4SIF (704 x 480)/4CIF (704 x 576) at 256 Kbps-2 Mbps
- SIF (352 x 240), CIF (352 x 288)
- QSIF (176 x 120), QCIF (176 x 144)

Content Video Resolution

- Up to 720p
- Input: SXGA (1280x1024), XGA (1024 x 768),
- SVGA (800 x 600), VGA (640 x 480)
- Output: XGA (1024x768), SVGA (800x600)

User Interface

- Directory Services
- System Management
 - Web-based
 - SNMP
- CDR
- International languages (17)
- USB Software Update
- Bi-directional RS232 CODEC control

Network

- Interfaces
 - 2-port 10/100 auto NIC switch, RJ45 connectors
- H.323 up to 4 Mbps
- Lost Packet Recovery™ (LPR™)
- Reconfigurable MTU size (IP only)
- RS232
 - Camera control
 - Data pass-through
 - Audio mixer control
- SIP up to 2 Mbps
- H.320 (Optional)
 - ISDN Quad BRI
 - ISDN PRI T1 or E1
 - Serial (RS449, V.35, RS 530) up to 2 Mbps
 - Auto SPID detection and line number configuration

VTC Camera

- 1280 x 720p CCD imager
- 12X optical zoom
- 72deg FOV at min zoom
- +/- 100 deg pan range
- +20/-30 deg tilt range
- Output formats: SMPTE 296M 1280 x 720p, 50/60 FPS

Other ITU-Supported Standards

- H.221 communications
- H.224/H.281 far-end camera control
- H.323 Annex Q far-end camera control
- H.225, H.245, H.241, H.331
- H.239 dual stream
- H.231 in multipoint calls

b) Microphones

The Shure MX412/C microphone demonstrates the desired features and functionality. The MX412/C provides wide dynamic range and frequency response for accurate sound reproduction, balanced-transformer less output for increased immunity to noise over long runs with a minimum of 45dB of common mode rejection.

The FSR T3-MJ or equivalent mounting shall be used for mounting the tabletop microphones. The T3-MJ will allow for the easy removal of tabletop microphones for varying venues, security and optimal cable management. When the microphones are not in use or not required, simply remove the microphone and flip the lid closed

Wireless Microphones

The Shure ULXP14/83 Lavalier microphone system displays the required functionality. The lavalier body pack shall accept 9V batteries and provide a battery life of no less than 8 hours..

c) Audio Processing

The ClearOne Converge Pro product line demonstrates the desired audio processing and is presented for example only:

Distributed Echo Cancellation™

One of the challenges in delivering good sound quality during a conference call is eliminating acoustical echo. Acoustical echo results when sound from the far end phone device is sent into the local conference room, where it is picked up by the microphones on the conference phone and then sent back to the far-end phone device. Because of this process, far-end participants hear their voice echoed as they speak. Distributed Echo Cancellation™ from ClearOne solves this problem. By assigning an acoustical echo canceller to each microphone, the echo canceller identifies the sound that would otherwise be returned to the far end as echo and eliminates it. ClearOne was the first to introduce Distributed Echo Cancellation™ in 1998, incorporates it into every audio conferencing system, and is the worldwide leader in this technology.

Noise Cancellation

Noise Cancellation stops ambient room noise from being picked up by the microphones on the conference phone. Examples of ambient noise sources include HVAC systems, laptop computers, projectors and fluorescent lights. Unlike competitive products which claim to have noise cancellation, ClearOne uses a spectral content analysis technique that discriminates a talker's voice from ambient noise and only applies noise cancellation to ambient noise sources. This allows the voice signal to pass to the far-end phone device with pristine sound quality.

First Microphone Priority

When multiple microphones are active simultaneously in an audio conference phone, voice signals arrive at different microphones at different times due to the reflection of the sound from walls, ceilings or other surfaces. This causes sound distortion, which participants typically describe as a "hollow" or "tunnel" sound. ClearOne's First Microphone Priority technology minimizes this distortion by using an intelligent voice detection method to activate only one microphone at a time based on its proximity to the person speaking.

Adaptive Modeling

In any conferencing environment, a number of factors can cause changes in the room's ambient noise level, including the HVAC system cycling on and off, an increase or decrease in the number of people in the room, changes in seating arrangements and other similar acoustical events. These events can

cause a variety of audio problems, such as feedback and residual echo. Adaptive Modeling monitors key acoustical elements to predict and adapt to such changes, ensuring high quality audio, regardless of varying room dynamics.

ClearEffect™

Available on the Converge Pro, Converge 560/590, RAV and MAX product lines

The vast majority of conference calls are conducted using narrow-band telephony signals, which eliminate the high and low tones from participants' voices. This creates listener fatigue due to participants straining to hear what is being said. ClearEffect™ creates natural, full-sounding audio by simulating the high and low tones that were eliminated by the narrow-band signal. The result is similar to moving from a clock radio to a full-room entertainment system.

d) VTC System Control

Control for the VTC system will be independent of the existing system control with possible future expansion to include existing AV equipment. The Extron TouchLink control suite has been selected for the control system platform. The TLP 700TV will be the GUI desired for this project. Processor and control configuration will be at the discretion of the AV contractor in conjunction with HACC representatives.

Equipment List – for example purposes:

| Qty | Product |
|-----|---|
| 13 | Shure MX412C microphone |
| 13 | FSR T3-MJ mount |
| 1 | Wireless Lavalier microphone system (Shure ULXP14/83) |
| 1 | ClearOne Converge Pro 880 |
| 1 | ClearOne Converge SR1212 |
| 1 | Polycom HDX8006 with 1 year warranty |
| 1 | Cables & connectors |
| 1 | Equipment rack – Wall Mount |

III. **Scope of Work**

Scope of work to be provided by awarded AV Contractor & must include intended cable pathways junction boxes, floor boxes, etc.

Two floor boxes will be required in the boardroom containing quick disconnects for all conference room table connections allowing for table relocation or removal.

Floor box 1 locations will be 20' back from projection screen and 11' in from interior wall.

Floor box 2 location will be 20' back from projection screen and 11' in from exterior wall.

Floor box locations to be verified at time of mandatory pre-bid walk through.

SOW shall be complete and provide a turnkey AV solution as specified above.

SOW shall include all required installation elements including all conduit, floor boxes and required 110V power

Provide Project timeline with bid package.

All AV Contractors responding to this RFP must participate in the site survey on the specified day and time for the walk through.

Wall mount equipment rack location to be verified at time of pre-bid walk-thru.

All needed services at wall mount equipment rack location are the responsibility of the AV contractor i.e. network, power and ventilation.

IV. Quality Assurance

The AV Contractor shall procure, assemble, deliver, install, test and check out all audio/ video equipment, as described in these specifications.

The AV Contractor is experienced in fabrication, assembly, and installation of television and audiovisual systems of similar magnitude and quality as specified for this project.

The AV Contractor shall be a manufacturer or a licensed dealer for the audiovisual equipment and shall maintain a competent servicing department, equipped and staffed to give service on warranty claims, guarantees and repairs.

V. Equipment Performance

The material and equipment to be furnished shall be new.

Where equipment is specified by brand name or manufacturer's make and model, it is intended to be descriptive, but not restricted, and is for the purpose of indicating the quality and characteristics of the article so described. Acceptance of substitutions is at HACC's sole discretion.

When a newer model has superseded a manufacturer's product, the later model shall be furnished, provided the newer model retains or supersedes all characteristics of the item specified herein.

Equipment other than that specified may be offered providing the substitute article is fully equal in every respect to the equipment specified herein. Provide for each substitution a model and manufacturer's name, with justification for such substitution. Illustrative and descriptive catalogs, data sheets and specifications for any item substituted shall accompany each bid.

Certain equipment may be identified in these specification and related drawings as existing or OFCI (Owner Furnished Contractor Installed). The AV Contractor is not responsible for providing, but is responsible for accepting and verifying all current system operability.

VI. Project Execution

a) Administration

A complete list of the project team shall be provided by the AV Contractor.

b) Assembly

The systems shall be fabricated, assembled, tested and staged at the contractor's facility prior to delivery to the job site.

The systems shall be assembled in accordance with the industry standard wiring practices. All wiring shall be neat, separated by various levels (microphone, line, speaker, video, data, control, AC) and provide a service loop for servicing the equipment from the front of the console or cabinet.

All conductors shall either be labeled with approved pressure sensitive tags or identified by color code. When color-coding is employed in lieu of tagging, a cable schedule shall be prepared on standard size paper, inserted into a suitable transparent holder and the schedule shall be hung inside the cabinet or box. Copies of the schedule shall be included in the file.

Jack panels, connectors, switches and other components located in the equipment cabinets, shall be labeled with engraved laminated plastic legends and fixed in place with a suitable adhesive. Legends shall be in the form of standard abbreviations, as they appear on the as-built wiring diagrams. Cable

identification shall correspond to the numbers shown on the system wiring diagrams (preferred) or a cable run schedule.

c) Installation

Install all equipment in accordance with the manufacturer's instructions and applicable national and local regulations, ordinances and codes.

All equipment, except portable equipment, shall be held firmly in place. Equipment cabinets shall be square and plumb. Fasteners and supports shall be adequate to support their loads with a safety factor of at least three.

The AV Contractor shall take whatever steps are necessary to prevent hum from electromagnetic and electrostatic fields, to supply adequate ventilation in the equipment cabinets, to prevent equipment vibration, and to install equipment to provide maximum safety to the operator.

All wiring shall be in strict conformance with all applicable electrical codes.

Care shall be exercised in wiring to avoid damage to the cables and to the equipment.

All joints and connections shall be made with rosin core solder or with approved mechanical connectors.

AV Contractors are encouraged to take specific measurements of all areas related to this project.

AV Contractors shall fabricate and provide Black w/engraved labeled metal 4 gang wall plate that provides all connections running to and from the boardroom presentation station.

All cable used for computer display must be computer XGA rated.

All Cables must be plenum rated.

All cables must be secured to the structure in the drop ceiling space where applicable. All cables must also be neat and hidden where possible in the room. ALL exposed cables in the room should be contained in Roundit® cloth wrap or equivalent (with Velcro closure); large enough that no cables shall show through. Black or dark color is preferred for cables on or near instructor station or equipment rack. No cables shall be actually visible except for the head shell.

Vendor will not be given extra payments for conditions that can be determined in advance of bid by examining documents or job site. It is strongly suggested that vendors take pictures, measurements, detailed notes etc during site survey.

Any repair necessary to HACC property from damage caused by the vendor during installation shall be the responsibility of the vendor. This shall include structure, surface or equipment damage. HACC will be responsible for matching paint color where applicable.

Vendor shall be responsible for trash removal daily from the jobsite. This refers to trash generated only by work covered by this scope of work. This includes trash generated from boxes provide by HACC staff. Note: Installation work shall begin within four weeks of the site survey. Classes may already be in session and installation work will be performed. Equipment and materials may be left in rooms from day to day but must be kept neat and out of the way as much as possible until the room is completed. Once the room is determined to be "complete and functional" by HACC IT Staff, all tools and misc. materials must be removed.

While HACC will try to maintain a secure environment, we encourage the audiovisual vendor to remove, on a daily basis; all tools, cables and anything involved in the audiovisual installation of the project. HACC will not be responsible for lost or stolen property.

d) Testing

Initial tests and adjustments:

The AV Contractor shall test the audiovisual systems to assure that it meets the described performance specifications.

AV Contractors shall provide documentation of testing results.

e) Audio Systems

All speech, program, recording, monitoring, press feeds, teleconference feeds, and line audio systems shall meet the following performance specifications when tested with an emulated input signal of appropriate device at output to sound system:

- Electrical Frequency responses: +/- 1.0dB, 40-20,000Hz
- Total harmonic distortion: less than 1%, 40-20,000 Hz
- Inter-modulation distortion: less than 1% maximum
- Signal to noise ratio: 60dB minimum, including cross talk and hum

f) Control System

Test each remote control function from each control location and determine that all remote control functions are operating properly.

Equipment Tests

If any system is not functioning properly, further tests will be performed to determine whether it meets the pertinent specifications.

g) Prior to Closeout

The following is a guideline for AV Contractors prior to project closeout:

All AV equipment is to be installed in the AV cabinet. Equipment cabinet side panels in place, all blanks, vents and drawers installed.

Microphones installed, tested and operational.

Audio conferencing tested & working.

Control system program loaded, tested and de-bugged.

Labeling must be on all AV equipment including:

- All inputs & outputs of the matrix switcher
- All inputs of the mixer / amplifier
- Video numbers on the CODEC/ MUX
- Calibration levels on the meter panels
- Inputs of the mixer/amplifier

Proper level setting and documentation of all input / output voltages is required. Using a noise source with approximately 74dB SPL at the microphone, voltages must be set and documented for:

- Each microphone input to the mixer
- Output of the mixer
- LINE IN of the Hybrid
- LINE OUT of the Hybrid
- Content input of the Hybrid
- Content output of the Hybrid
- Speaker level output of the amp

All debris and boxes removed from the site. Room is to be clean, neat and orderly.

h) Closeout & Acceptance

At the completion of the installation, the audiovisual contractor will be present for a complete closeout. Included in the closeout will be the following:

- Inventory of all equipment
- Inspection of all installed audiovisual equipment
- Testing and closeout of the operation of the audiovisual system
- Review of the testing procedures and results
- Review of all as-built documentation
- Provide all required formats of source materials for testing and demonstration at closeout; i.e. tapes, slides, discs, laptop PC, video pattern generator, audio tone generator, etc.

i) Documentation

The audiovisual systems documentation set shall include the following, neatly assembled in a partitioned heavy 'D' ring binder: wiring diagrams, user manuals and warranty information.

j) Copyright Notice

This Audiovisual Specification, associated drawings and the designs contained herein are issued to provide technical information for review, documentation and coordination with the project team. This information is intended for use on this project only.

k) Training Assistance

The AV Contractor shall provide end user training on the operation of the audiovisual system. The training will be provided on three levels,

- Technical network and video conference bridge staff
- ITC –AV staff who service the room
- End users

Three two hour training sessions will be coordinated by HACC or assigned contact after the systems have been checked out, and all punch list items completed.

The training sessions will include:

- Demonstration and operation of the system
- Familiarization with system diagrams and manufacturer's literature
- Hands-on operation of the audiovisual system
- Instructions on care and maintenance of the audiovisual system

l) Warranty

The audiovisual contractor shall include a statement of warranty on the workmanship of the specified products and system and on the individual pieces of equipment. This includes cables, termination and all misc. parts supplied by vendor. Please note: the warranty in this document does not include any existing equipment or AV systems in place in the facility. The workmanship performance warranty shall be for a minimum of one year, from the date of system acceptance by Harrisburg Area Community College. Please describe any optional warranty or service plans available and attach supporting documentation.

m) Service

Preventive Maintenance Service Contract:

The AV Contractor shall offer optional separate one-year and two-year Preventive Maintenance Service Contracts, covering all parts and labor for the installed system. These service contracts shall

commence immediately after acceptance of the installed system. The bidder shall also provide separate hourly rates for "on-site" service. List the costs for these service contracts separately from the costs for the audiovisual system in the bid submittal.

Vendor shall be on site within 24 hours for service calls as needed related to installation on this project. Please note: This assumes HACCC technical staff have determined that a given problem is with cabling, installation, etc.

WORK HOURS

Monday through Friday, 7:00am – 5:00pm (or as approved by Owner/Construction Manager).

EXHIBITS

| | |
|-------------|---|
| Exhibit 'A' | Sample Form of Contract – AIA A101/CMa – 1992 |
| Exhibit 'B' | Release of Liens and Claims |
| Exhibit 'C' | MBE/WBE Utilization Form |
| Exhibit 'D' | Non-Collusion Affidavit |
| Exhibit 'E' | Prevailing Wage Rates |

X. BID FORM

PROJECT: Bid for RFB – Campus Square Board Room Audio Visual, #10-30A

BID TO: Harrisburg Area Community College

BID FROM: _____
TYPE or PRINT Name and Address of Entity Submitting Bid Here

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, in the form included in the Bidding Documents, to perform and furnish the Work as specified or indicated in the Bidding Documents for the Bid Price and within the Time indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. This Bid will remain subject to acceptance for 60 days after the date of Bid opening;
 - b. The Owner has the right to reject this Bid, for its convenience.
 - c. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner’s Notice of Award;
 - d. BIDDER has examined and understands all Bidding Documents.
 - e. BIDDER has visited site and become familiar with the general, local, and conditions;
 - f. BIDDER is familiar with federal, state, and local laws and regulations;
 - g. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site as such relates to the Work indicated in the Bidding Documents.
 - h. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports, and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
 - i. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - j. This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
 - k. BIDDER has received the following Addenda receipt of which is hereby acknowledged:

Date/Number

Date/Number

BASE BID

BIDDER will complete the Work in accordance with the Contract Documents for the following STIPULATED-SUM BID PRICE:

\$ _____ (in words)

\$ _____ (in figures)

BIDDER agrees that the Work will be substantially complete and ready for final payment by June 2, 2010.

SUBMITTED: _____, 20 _____.
TYPE or PRINT date and time of bid submission Here

The following attached documents are made a condition of this Bid:

Attachments:

1. Bid Security - (Required for Base bids equal to or greater than \$10,000.00)
2. Non - Collusion Affidavit
3. MBE/WBE Utilization Form

****SUBMIT BID FORM IN DUPLICATE***

By: **When Bidder is an Individual**

Date: _____

(Legal Name of Contracting Firm Name) (SEAL)

Business Address: _____

Phone Number: _____

Fax: _____

(Signature of Person Authorized to Sign)

(Signature of Witness)

(Printed name and Title of Person Authorized to Sign)

(Printed name of Witness)

By: **When Bidder is a Partnership**

Date: _____

(Legal Name of Contracting Firm Name) (SEAL)

Business Address: _____

Phone Number: _____

Fax: _____

(Signature of Partner Authorized to Sign)

(Signature of Witness)

(Printed name of Partner Authorized to Sign)

(Printed name of Witness)

(Signature of Partner Authorized to Sign)

(Signature of Witness)

(Printed name of Partner Authorized to Sign)

(Printed name of Witness)

By: **When Bidder is a Corporation**

Date: _____

(Legal Name of Corporation) (SEAL)

Incorporated under the laws of : _____
(Printed Name of State)

Business Address: _____

Phone Number: _____

Fax: _____

(Signature of Authorized Officer)

(Signature of Corporate Secretary)

(Printed name and Title of Authorized Officer)

(Printed name of Corporate Secretary)

By: **When Bidder is a Limited Liability Corporation (LLC)**

Date: _____

(Legal Name of Limited Liability Corporation) (SEAL)

Incorporated under the laws of : _____
(Printed Name of State)

Business Address: _____

Phone Number: _____ Fax: _____

(Signature of Authorized Officer)

(Signature of Corporate Secretary)

(Printed name and Title of Authorized Officer)

(Printed name of Corporate Secretary)

END OF BID FORM

XI. NOTIFICATION OF INTENT TO SUBMIT BID

Bid for RFB – Campus Square Board Room Audio Visual, #10-30A

If you are interested in submitting a Bid, please fill out the information requested below and return this form to HACC's Program/Construction Manager, Eastern PCM, LLC, at 645 North 12th Street, Suite 200, Lemoyne, PA, 17043; fax number (717) 233-1666, attn: Stacia Zewe

Name of Organization _____

Mailing Address _____

Representative's Name _____

Representative's Title _____

Email Address _____

Phone Number _____

FAX Number _____

Check all that apply:

Will submit a Bid

Will NOT submit a Bid

Signed: _____

Printed Name: _____

Date: _____

 **AIA**® Document A101/CMa™ – 1992

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT

made as of the day of in the year of
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name and address)

and the Contractor:
(Name and address)

For the following Project:
(Include detailed description of Project, location, address and scope.)

SAMPLE

The Construction Manager is:
(Name and address)

The Architect is:
(Name and address)

The Owner and Contractor agree as set forth below.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The 1992 Edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

IntL

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement is the date from which the Contract Time of Section 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than () days after the Date of Commencement.

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

Portion of Work

Substantial Completion date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

§ 4.3 Unit prices, if any, are as follows:

Init.

| Description | Units | Price (\$ 0.00) |
|-------------|-------|-----------------|
|-------------|-------|-----------------|

ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the twenty-fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than the thirtieth (30th) day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

§ 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.7 of the General Conditions;

§ 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);

§ 5.6.3 Subtract the aggregate of previous payments made by the Owner; and

§ 5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.7 The progress payment amount determined in accordance with Section 5.6 shall be further modified under the following circumstances:

§ 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims. At a minimum, the value will be one hundred fifty percent (150%) of the value of the Punchlist and uncompleted work.

Init.

§ 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

() per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 Temporary facilities and services:

(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

§ 7.4 Other Provisions:

(Here list any special provisions affecting the Contract.)

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

AIA Document A101/CMa™ - 1992. Copyright © 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:57:16 on 11/13/2008 under Order No.1000364765_1 which expires on 7/26/2009, and is not for resale.
User Notes:

Init.

§ 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMa, 1992 Construction Manager-Adviser Edition.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMa, 1992 Construction Manager-Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated and are as follows:

| Document | Title | Pages |
|----------|-------|-------|
|----------|-------|-------|

§ 9.1.4 The Specifications are those contained in the Project Manual dated as in Section 9.1.3, and are as follows: (Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications:
(Table deleted)

§ 9.1.5 The Drawings are as follows, and are dated unless a different date is shown below: (Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings:
(Table deleted)

§ 9.1.6 The Addenda, if any, are as follows:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Other documents, if any, forming part of the Contract Documents are as follows: (List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Contractor's Release of Liens and Claims

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

CONTRACTOR

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Init.

EXHIBIT 'B'

RELEASE OF LIENS AND CLAIMS

FROM: _____ (Contractor)

TO: Harrisburg Area Community College _____ (Owner)

PROJECT: Campus Square Board Room Audio/Visual _____

1. In consideration of the sum of \$_____ and other good and valuable consideration described herein, the undersigned does hereby release all Mechanic's Liens Rights, Equitable Liens, Labor and Material Bond Rights and any other claims resulting or arising from labor and/or materials, subcontract work, equipment or other work, rentals, services or supplies heretofore furnished by the undersigned in and for the construction, design, improvement, alteration, additions to or repair of the above described Project including but not limited to any claims arising from delay, interference, inefficiency, acceleration or other impacts incurred by the undersigned on the Project from the beginning of time to the date of this release, except any claims related to the release of retainage to the undersigned.

2. In further consideration of the payment made or to be made as above set forth, and to induce Harrisburg Area Community College to make said payment, the undersigned agrees to defend and hold harmless the Owner, the Construction Lender, if any, from any claim or claims hereinafter made by the undersigned and/or its material suppliers, subcontractors or employees, servants, agents or assigns of such persons against the Project. The undersigned agrees to indemnify or reimburse all persons so relying upon this release for any and all sums, including attorney's fees and costs, which may be incurred as the result of any such claims.

3. It is acknowledged that the designation of the above Project constitutes an adequate description of the property and improvements for which the undersigned has received consideration for this release.

4. It is further warranted and represented that all such claims described in paragraph 1 above as may be asserted against the undersigned or the undersigned's subcontractors and/or material suppliers have been paid or that arrangements, satisfactory to the Owner have been made for such payments.

5. It is acknowledged that this release is for the benefit of and may be relied upon by the Owner, any construction lender and the principal or surety on any labor and material bond for the Project.

6. In addition to the foregoing, this instrument shall constitute a final release of all debts, rights, claims, damages and demands of the undersigned against the Owner, in law or in equity arising out of or pertaining to the above-referenced Project to the extent described in paragraph 1 above.

Dated this ____ day of _____, 20__.

FIRM _____
BY _____
TITLE _____

STATE OF :
: SS
COUNTY OF :

The foregoing release was subscribed and sworn to before me this ____ day of _____, 20__,
by _____ as _____ of _____
Title Company Name

My commission expires:

Notary Public

EXHIBIT 'C'
HARRISBURG AREA COMMUNITY COLLEGE
CAMPUS SQUARE BOARD ROOM AUDIO/VISUAL #10-30

MINORITY BUSINESS ENTERPRISE / WOMEN'S BUSINESS ENTERPRISE UTILIZATION FORM

Contractor Name: _____ **Contract:** _____ **Submission Date:** _____

The Contractor submitting this form certifies that in its solicitations for subcontractor and supplier participation on the above referenced project, it has made every attempt to contact and solicit Minority Business Enterprise and Women's Business Enterprise (WBE/MBE) firms to submit bids for portions of the Work. The list below represents the known MBE/WBE firms with whom the Contractor has solicited work or received non-solicited bids. Use multiple copies of this form as needed.

| Firm Contacted | Type of Work | MBE? Yes/No | WBE? Yes/No | Certifying Agency | Bid Received? Yes/No | Bid Used? Yes/No | Approximate Bid Amount |
|-----------------------|---------------------|------------------------------|------------------------------|------------------------------|-------------------------------------|---------------------------------|-----------------------------------|
| Name | | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | \$ |
| Contact | | No <input type="checkbox"/> | No <input type="checkbox"/> | | No <input type="checkbox"/> | No <input type="checkbox"/> | |
| Phone | | | | | | | |
| Name | | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | \$ |
| Contact | | No <input type="checkbox"/> | No <input type="checkbox"/> | | No <input type="checkbox"/> | No <input type="checkbox"/> | |
| Phone | | | | | | | |
| Name | | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | \$ |
| Contact | | No <input type="checkbox"/> | No <input type="checkbox"/> | | No <input type="checkbox"/> | No <input type="checkbox"/> | |
| Phone | | | | | | | |
| Name | | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | \$ |
| Contact | | No <input type="checkbox"/> | No <input type="checkbox"/> | | No <input type="checkbox"/> | No <input type="checkbox"/> | |
| Phone | | | | | | | |

Signature of Person authorized to sign: _____

Printed Name and Title: _____

EXHIBIT 'D'

NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit included in this section is to be properly filled out, signed, notarized, and included with Bid Form as noted. Failure to submit this required form may subject bid to rejection.

EXHIBIT 'D'

Harrisburg Area Community College

State of _____
(Printed Name of State in which Project is Located)

§

County of _____
(Printed Name of County in which Project is Located)

I _____ of the City of _____ in
(Printed name of Individual attesting) (Printed Name of city in which you reside)

the County of _____ and the State of _____
(Printed Name of County in which you reside) (Printed Name of State in which you reside)

of full age, being Duly sworn according to the law on my oath depose and say that:

I am the _____ of the firm of _____
(Printed Title) (Printed Name of Company)

of _____

(Printed Address of Company, Including State and Zip code)

the bidder making a Proposal for the above-named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Owner,

HARRISBURG AREA COMMUNITY COLLEGE

relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an Agreement or understanding for a commission, percentage brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

(Printed name of Bidder/Organization).

Commonwealth of Pennsylvania

County of _____

On this, the ____ day of _____, 20____, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Signature of Bidder/Organization

Signature of Notary

Notary Seal

EXHIBIT 'E'



PREVAILING WAGES PROJECT RATES

Project Name: HACC Campus Square Boardroom Audio/Visual

Awarding Agency: Harrisburg Area Community College

Contract Award Date: 5/5/2010

Serial Number: 10-01892

Project Classification: Building

Determination Date: 3/26/2010

Assigned Field Office: Harrisburg

Field Office Phone Number: 717-787-4763

Toll Free Phone Number: 800-932-0665

Dauphin County

| Building | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|--|----------------|-----------------|-------------|-----------------|---------|
| Asbestos & Insulation Workers | 6/29/2009 | | \$29.88 | \$18.88 | \$48.76 |
| Asbestos & Insulation Workers | 6/28/2010 | | \$31.88 | \$18.88 | \$50.76 |
| Asbestos & Insulation Workers | 6/27/2011 | | \$33.88 | \$18.88 | \$52.76 |
| Boilermaker (Repair Work) | 3/1/2008 | | \$21.87 | \$13.97 | \$35.84 |
| Boilermaker (Repair Work) | 1/1/2010 | | \$23.59 | \$15.15 | \$38.74 |
| Boilermakers | 1/1/2010 | | \$38.08 | \$25.29 | \$63.37 |
| Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners | 5/3/2009 | | \$27.84 | \$14.13 | \$41.97 |
| Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners | 10/4/2009 | | \$27.84 | \$14.18 | \$42.02 |
| Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners | 5/2/2010 | | \$29.77 | \$14.22 | \$43.99 |
| Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers | 6/1/2009 | | \$24.56 | \$11.52 | \$36.08 |
| Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers | 6/1/2010 | | \$25.71 | \$12.02 | \$37.73 |
| Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers | 6/1/2011 | | \$27.16 | \$12.22 | \$39.38 |
| Cement Finishers | 5/1/2009 | | \$24.00 | \$15.70 | \$39.70 |
| Cement Finishers | 5/1/2010 | | \$27.50 | \$13.95 | \$41.45 |
| Cement Finishers | 5/1/2011 | | \$29.50 | \$13.95 | \$43.45 |

PREVAILING WAGES PROJECT RATES

| Building | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|---|-----------------------|------------------------|--------------------|------------------------|--------------|
| Dock Builder/Pile Drivers | 1/1/2009 | | \$28.85 | \$12.00 | \$40.85 |
| Dock Builder/Pile Drivers | 1/1/2010 | | \$29.95 | \$12.25 | \$42.20 |
| Drywall Finisher | 5/1/2009 | | \$22.15 | \$9.14 | \$31.29 |
| Drywall Finisher | 5/1/2010 | | \$22.15 | \$10.24 | \$32.39 |
| Drywall Finisher | 5/1/2011 | | \$22.15 | \$11.49 | \$33.64 |
| Electric Lineman | 5/31/2009 | | \$37.27 | \$15.43 | \$52.70 |
| Electricians | 12/1/2009 | | \$27.45 | \$15.41 | \$42.86 |
| Elevator Constructor | 1/1/2009 | | \$37.33 | \$21.20 | \$58.53 |
| Elevator Constructor | 1/1/2010 | | \$38.84 | \$22.82 | \$61.66 |
| Elevator Constructor | 1/1/2011 | | \$40.33 | \$24.44 | \$64.77 |
| Elevator Constructor | 1/1/2012 | | \$41.84 | \$26.06 | \$67.90 |
| Elevator Tender (Use Elevator Apprentice or Constructor) | 1/1/2008 | | \$0.00 | \$0.00 | \$0.00 |
| Glazier | 5/1/2009 | | \$25.05 | \$7.53 | \$32.58 |
| Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing) | 7/1/2009 | | \$27.07 | \$21.85 | \$48.92 |
| Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing) | 7/1/2010 | | \$28.97 | \$21.85 | \$50.82 |
| Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing) | 7/1/2011 | | \$31.22 | \$21.85 | \$53.07 |
| Laborers (Class 01 - See notes) | 5/1/2009 | | \$18.76 | \$8.28 | \$27.04 |
| Laborers (Class 01 - See notes) | 5/1/2010 | | \$19.66 | \$8.68 | \$28.34 |
| Laborers (Class 02 - See notes) | 5/1/2009 | | \$20.76 | \$8.28 | \$29.04 |
| Laborers (Class 02 - See notes) | 5/1/2010 | | \$21.66 | \$8.68 | \$30.34 |
| Laborers (Class 03 - See notes) | 5/1/2009 | | \$22.36 | \$8.28 | \$30.64 |
| Laborers (Class 03 - See notes) | 5/1/2010 | | \$23.26 | \$8.68 | \$31.94 |
| Laborers (Class 04 - See notes) | 5/1/2009 | | \$23.86 | \$8.28 | \$32.14 |
| Laborers (Class 04 - See notes) | 5/1/2010 | | \$24.76 | \$8.68 | \$33.44 |
| Laborers (Class 05 - See notes) | 5/2/2010 | | \$25.36 | \$8.71 | \$34.07 |
| Millwright | 5/1/2009 | | \$27.41 | \$13.47 | \$40.88 |
| Operators (Building/Heavy, Class 01 - See Notes) | 5/1/2009 | | \$29.42 | \$16.89 | \$46.31 |
| Operators (Building/Heavy, Class 01 - See Notes) | 5/1/2010 | | \$30.76 | \$17.85 | \$48.61 |
| Operators (Building/Heavy, Class 01 - See Notes) | 5/1/2011 | | \$32.06 | \$18.85 | \$50.91 |

PREVAILING WAGES PROJECT RATES

| Building | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|--|----------------|-----------------|-------------|-----------------|---------|
| Operators (Building/Heavy, Class 01a - See Notes) | 5/1/2009 | | \$31.67 | \$17.55 | \$49.22 |
| Operators (Building/Heavy, Class 01a - See Notes) | 5/1/2010 | | \$33.01 | \$18.51 | \$51.52 |
| Operators (Building/Heavy, Class 01a - See Notes) | 5/1/2011 | | \$34.31 | \$19.51 | \$53.82 |
| Operators (Building/Heavy, Class 02 - See Notes) | 5/1/2009 | | \$29.13 | \$16.81 | \$45.94 |
| Operators (Building/Heavy, Class 02 - See Notes) | 5/1/2010 | | \$30.47 | \$17.77 | \$48.24 |
| Operators (Building/Heavy, Class 02 - See Notes) | 5/1/2011 | | \$31.77 | \$18.77 | \$50.54 |
| Operators (Building/Heavy, Class 02a - See Notes) | 5/1/2009 | | \$31.38 | \$17.48 | \$48.86 |
| Operators (Building/Heavy, Class 02a - See Notes) | 5/1/2010 | | \$32.72 | \$18.44 | \$51.16 |
| Operators (Building/Heavy, Class 02a - See Notes) | 5/1/2011 | | \$34.02 | \$19.44 | \$53.46 |
| Operators (Building/Heavy, Class 03 - See Notes) | 5/1/2009 | | \$26.22 | \$15.94 | \$42.16 |
| Operators (Building/Heavy, Class 03 - See Notes) | 5/1/2010 | | \$27.55 | \$16.91 | \$44.46 |
| Operators (Building/Heavy, Class 03 - See Notes) | 5/1/2011 | | \$28.85 | \$17.91 | \$46.76 |
| Operators (Building/Heavy, Class 04 - See Notes) | 5/1/2009 | | \$25.08 | \$15.61 | \$40.69 |
| Operators (Building/Heavy, Class 04 - See Notes) | 5/1/2010 | | \$26.42 | \$16.57 | \$42.99 |
| Operators (Building/Heavy, Class 04 - See Notes) | 5/1/2011 | | \$27.72 | \$17.57 | \$45.29 |
| Operators (Building/Heavy, Class 05 - See Notes) | 5/1/2009 | | \$24.64 | \$15.47 | \$40.11 |
| Operators (Building/Heavy, Class 05 - See Notes) | 5/1/2010 | | \$25.97 | \$16.44 | \$42.41 |
| Operators (Building/Heavy, Class 05 - See Notes) | 5/1/2011 | | \$27.27 | \$17.44 | \$44.71 |
| Operators (Building/Heavy, Class 06 - See Notes) | 5/1/2009 | | \$23.76 | \$15.21 | \$38.97 |
| Operators (Building/Heavy, Class 06 - See Notes) | 5/1/2010 | | \$25.09 | \$16.18 | \$41.27 |
| Operators (Building/Heavy, Class 06 - See Notes) | 5/1/2011 | | \$26.39 | \$17.18 | \$43.57 |
| Operators (Building/Heavy, Class 07/A - See Notes) | 5/1/2009 | | \$35.30 | \$19.38 | \$54.68 |
| Operators (Building/Heavy, Class 07/A - See Notes) | 5/1/2010 | | \$36.91 | \$20.43 | \$57.34 |
| Operators (Building/Heavy, Class 07/A - See Notes) | 5/1/2011 | | \$38.47 | \$21.53 | \$60.00 |
| Operators (Building/Heavy, Class 07/B - See Notes) | 5/1/2009 | | \$34.96 | \$19.27 | \$54.23 |
| Operators (Building/Heavy, Class 07/B - See Notes) | 5/1/2010 | | \$36.56 | \$20.33 | \$56.89 |

PREVAILING WAGES PROJECT RATES

| Building | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|--|-----------------------|------------------------|--------------------|------------------------|--------------|
| Operators (Building/Heavy, Class 07/B - See Notes) | 5/1/2011 | | \$38.12 | \$21.43 | \$59.55 |
| Painters Class 1 (see notes) | 5/1/2009 | | \$22.17 | \$8.97 | \$31.14 |
| Painters Class 1 (see notes) | 5/1/2010 | | \$22.17 | \$10.07 | \$32.24 |
| Painters Class 1 (see notes) | 5/1/2010 | | \$22.17 | \$10.07 | \$32.24 |
| Painters Class 2 (see notes) | 5/1/2009 | | \$24.05 | \$8.97 | \$33.02 |
| Painters Class 2 (see notes) | 5/1/2010 | | \$24.05 | \$10.07 | \$34.12 |
| Painters Class 2 (see notes) | 5/1/2011 | | \$24.05 | \$11.32 | \$35.37 |
| Painters Class 3 (see notes) | 5/1/2009 | | \$28.05 | \$8.97 | \$37.02 |
| Painters Class 3 (see notes) | 5/1/2010 | | \$28.05 | \$10.07 | \$38.12 |
| Painters Class 3 (see notes) | 5/1/2011 | | \$28.05 | \$11.32 | \$39.37 |
| Pile Driver Divers (Building, Heavy, Highway) | 1/1/2007 | | \$40.40 | \$10.77 | \$51.17 |
| Plasterers | 5/1/2009 | | \$22.48 | \$14.18 | \$36.66 |
| Plasterers | 5/1/2010 | | \$25.98 | \$12.43 | \$38.41 |
| Plumbers and Steamfitters | 5/1/2009 | | \$30.27 | \$18.16 | \$48.43 |
| Plumbers and Steamfitters | 5/1/2010 | | \$31.07 | \$19.36 | \$50.43 |
| Roofers (Composition) | 5/1/2009 | | \$30.00 | \$23.10 | \$53.10 |
| Roofers (Composition) | 5/1/2010 | | \$33.50 | \$22.10 | \$55.60 |
| Roofers (Shingle, Slate, Tile) | 5/1/2009 | | \$23.25 | \$13.62 | \$36.87 |
| Sheet Metal Workers | 6/1/2008 | | \$28.98 | \$27.45 | \$56.43 |
| Sheet Metal Workers | 6/1/2009 | | \$29.56 | \$29.12 | \$58.68 |
| Sign Makers and Hangars | 7/1/2009 | | \$24.17 | \$15.99 | \$40.16 |
| Sprinklerfitters | 7/1/2009 | | \$33.35 | \$17.05 | \$50.40 |
| Sprinklerfitters | 1/1/2010 | | \$33.85 | \$17.60 | \$51.45 |
| Terrazzo Finisher | 5/1/2009 | | \$26.54 | \$14.37 | \$40.91 |
| Terrazzo Finisher | 5/1/2010 | | \$27.89 | \$14.42 | \$42.31 |
| Terrazzo Setter | 5/1/2009 | | \$25.86 | \$17.27 | \$43.13 |
| Terrazzo Setter | 5/1/2010 | | \$27.21 | \$17.32 | \$44.53 |
| Tile & Marble Finisher | 5/1/2009 | | \$21.48 | \$12.39 | \$33.87 |
| Tile & Marble Layer | 5/1/2009 | | \$24.20 | \$13.81 | \$38.01 |
| Truckdriver class 1(see notes) | 5/1/2009 | | \$28.58 | \$0.00 | \$28.58 |

PREVAILING WAGES PROJECT RATES

| Building | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|---------------------------------|-----------------------|------------------------|--------------------|------------------------|--------------|
| Truckdriver class 1 (see notes) | 5/1/2010 | | \$29.58 | \$0.00 | \$29.58 |
| Truckdriver class 1 (see notes) | 5/1/2011 | | \$30.73 | \$0.00 | \$30.73 |
| Truckdriver class 2 (see notes) | 5/1/2009 | | \$28.65 | \$0.00 | \$28.65 |
| Truckdriver class 2 (see notes) | 5/1/2010 | | \$29.65 | \$0.00 | \$29.65 |
| Truckdriver class 2 (see notes) | 5/1/2011 | | \$30.80 | \$0.00 | \$30.80 |
| Truckdriver class 3 (see notes) | 5/1/2009 | | \$29.14 | \$0.00 | \$29.14 |
| Truckdriver class 3 (see notes) | 5/1/2010 | | \$30.14 | \$0.00 | \$30.14 |
| Truckdriver class 3 (see notes) | 5/1/2011 | | \$31.29 | \$0.00 | \$31.29 |

PREVAILING WAGES PROJECT RATES

| Heavy/Highway | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|---|-----------------------|------------------------|--------------------|------------------------|--------------|
| Carpenters | 5/1/2009 | | \$25.30 | \$9.86 | \$35.16 |
| Carpenters | 5/1/2010 | | \$25.98 | \$10.83 | \$36.81 |
| Carpenters | 5/1/2011 | | \$27.03 | \$11.43 | \$38.46 |
| Iron Workers | 7/1/2008 | | \$26.67 | \$20.49 | \$47.16 |
| Laborers (Class 01 - See notes) | 5/1/2009 | | \$16.22 | \$11.03 | \$27.25 |
| Laborers (Class 01 - See notes) | 5/1/2010 | | \$16.77 | \$11.88 | \$28.65 |
| Laborers (Class 01 - See notes) | 5/1/2011 | | \$17.32 | \$12.78 | \$30.10 |
| Laborers (Class 02 - See notes) | 5/1/2009 | | \$22.84 | \$11.03 | \$33.87 |
| Laborers (Class 02 - See notes) | 5/1/2010 | | \$23.39 | \$11.88 | \$35.27 |
| Laborers (Class 02 - See notes) | 5/1/2011 | | \$23.94 | \$12.78 | \$36.72 |
| Laborers (Class 03 - See notes) | 5/1/2009 | | \$19.83 | \$11.03 | \$30.86 |
| Laborers (Class 03 - See notes) | 5/1/2010 | | \$20.38 | \$11.88 | \$32.26 |
| Laborers (Class 03 - See notes) | 5/1/2011 | | \$20.93 | \$12.78 | \$33.71 |
| Laborers (Class 04 - See notes) | 5/1/2009 | | \$20.18 | \$11.03 | \$31.21 |
| Laborers (Class 04 - See notes) | 5/1/2010 | | \$20.73 | \$11.88 | \$32.61 |
| Laborers (Class 04 - See notes) | 5/1/2011 | | \$21.28 | \$12.78 | \$34.06 |
| Laborers (Class 05 - See notes) | 5/1/2009 | | \$20.85 | \$11.03 | \$31.88 |
| Laborers (Class 05 - See notes) | 5/1/2010 | | \$21.40 | \$11.88 | \$33.28 |
| Laborers (Class 05 - See notes) | 5/1/2011 | | \$21.95 | \$12.78 | \$34.73 |
| Laborers (Class 06 - See notes) | 5/1/2009 | | \$20.27 | \$11.03 | \$31.30 |
| Laborers (Class 06 - See notes) | 5/1/2010 | | \$20.82 | \$11.88 | \$32.70 |
| Laborers (Class 06 - See notes) | 5/1/2011 | | \$21.37 | \$12.78 | \$34.15 |
| Laborers (Class 07 - See notes) | 5/1/2009 | | \$20.56 | \$11.03 | \$31.59 |
| Laborers (Class 07 - See notes) | 5/1/2010 | | \$21.11 | \$11.88 | \$32.99 |
| Laborers (Class 07 - See notes) | 5/1/2011 | | \$21.66 | \$12.78 | \$34.44 |
| Laborers (Class 08 - See notes) | 5/1/2009 | | \$21.04 | \$11.03 | \$32.07 |
| Laborers (Class 08 - See notes) | 5/1/2010 | | \$21.59 | \$11.88 | \$33.47 |
| Laborers (Class 08 - See notes) | 5/1/2011 | | \$22.14 | \$12.78 | \$34.92 |
| Operators (Highway, Class 01 - See Notes) | 5/1/2009 | | \$27.45 | \$16.30 | \$43.75 |
| Operators (Highway, Class 01 - See Notes) | 5/1/2010 | | \$28.79 | \$17.26 | \$46.05 |

PREVAILING WAGES PROJECT RATES

| Heavy/Highway | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|---|-----------------------|------------------------|--------------------|------------------------|--------------|
| Operators (Highway, Class 01 - See Notes) | 5/1/2011 | | \$30.09 | \$18.26 | \$48.35 |
| Operators (Highway, Class 01a - See Notes) | 5/1/2009 | | \$29.70 | \$16.98 | \$46.68 |
| Operators (Highway, Class 01a - See Notes) | 5/1/2010 | | \$31.04 | \$17.94 | \$48.98 |
| Operators (Highway, Class 01a - See Notes) | 5/1/2011 | | \$32.34 | \$18.94 | \$51.28 |
| Operators (Highway, Class 02 - See Notes) | 5/1/2009 | | \$26.27 | \$15.96 | \$42.23 |
| Operators (Highway, Class 02 - See Notes) | 5/1/2010 | | \$27.61 | \$16.92 | \$44.53 |
| Operators (Highway, Class 02 - See Notes) | 5/1/2011 | | \$28.91 | \$17.92 | \$46.83 |
| Operators (Highway, Class 03 - See Notes) | 5/1/2009 | | \$25.58 | \$15.75 | \$41.33 |
| Operators (Highway, Class 03 - See Notes) | 5/1/2010 | | \$26.91 | \$16.72 | \$43.63 |
| Operators (Highway, Class 03 - See Notes) | 5/1/2011 | | \$28.21 | \$17.72 | \$45.93 |
| Operators (Highway, Class 04 - See Notes) | 5/1/2009 | | \$25.13 | \$15.62 | \$40.75 |
| Operators (Highway, Class 04 - See Notes) | 5/1/2010 | | \$26.46 | \$16.59 | \$43.05 |
| Operators (Highway, Class 04 - See Notes) | 5/1/2011 | | \$27.76 | \$17.59 | \$45.35 |
| Operators (Highway, Class 05 - See Notes) | 5/1/2009 | | \$24.62 | \$15.47 | \$40.09 |
| Operators (Highway, Class 05 - See Notes) | 5/1/2010 | | \$25.95 | \$16.44 | \$42.39 |
| Operators (Highway, Class 05 - See Notes) | 5/1/2011 | | \$27.25 | \$17.44 | \$44.69 |
| Operators (Highway, Class 06 - See Notes) | 5/1/2009 | | \$27.69 | \$16.36 | \$44.05 |
| Operators (Highway, Class 06 - See Notes) | 5/1/2010 | | \$29.03 | \$17.32 | \$46.35 |
| Operators (Highway, Class 06 - See Notes) | 5/1/2011 | | \$30.33 | \$18.32 | \$48.65 |
| Operators (Highway, Class 06/A - See Notes) | 5/1/2009 | | \$29.94 | \$17.02 | \$46.96 |
| Operators (Highway, Class 06/A - See Notes) | 5/1/2010 | | \$31.28 | \$17.98 | \$49.26 |
| Operators (Highway, Class 06/A - See Notes) | 5/1/2011 | | \$32.58 | \$18.98 | \$51.56 |
| Operators (Highway, Class 07/A - See Notes) | 5/1/2009 | | \$32.94 | \$18.67 | \$51.61 |
| Operators (Highway, Class 07/A - See Notes) | 5/1/2010 | | \$34.55 | \$19.72 | \$54.27 |
| Operators (Highway, Class 07/A - See Notes) | 5/1/2011 | | \$36.10 | \$20.83 | \$56.93 |
| Operators (Highway, Class 07/B - See Notes) | 5/1/2009 | | \$31.53 | \$18.25 | \$49.78 |

PREVAILING WAGES PROJECT RATES

| Heavy/Highway | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|---|-----------------------|------------------------|--------------------|------------------------|--------------|
| Operators (Highway, Class 07/B - See Notes) | 5/1/2010 | | \$33.13 | \$19.31 | \$52.44 |
| Operators (Highway, Class 07/B - See Notes) | 5/1/2011 | | \$34.69 | \$20.41 | \$55.10 |
| Piledrivers | 5/1/2009 | | \$25.30 | \$9.86 | \$35.16 |
| Piledrivers | 5/1/2010 | | \$25.98 | \$10.83 | \$36.81 |
| Piledrivers | 5/1/2011 | | \$27.03 | \$11.43 | \$38.46 |
| Truckdriver class 1(see notes) | 5/1/2009 | | \$28.58 | \$0.00 | \$28.58 |
| Truckdriver class 1(see notes) | 5/1/2010 | | \$29.58 | \$0.00 | \$29.58 |
| Truckdriver class 1(see notes) | 5/1/2011 | | \$30.73 | \$0.00 | \$30.73 |
| Truckdriver class 2 (see notes) | 5/1/2009 | | \$28.65 | \$0.00 | \$28.65 |
| Truckdriver class 2 (see notes) | 5/1/2010 | | \$29.65 | \$0.00 | \$29.65 |
| Truckdriver class 2 (see notes) | 5/1/2011 | | \$30.80 | \$0.00 | \$30.80 |
| Truckdriver class 3 (see notes) | 5/1/2009 | | \$29.14 | \$0.00 | \$29.14 |
| Truckdriver class 3 (see notes) | 5/1/2010 | | \$30.14 | \$0.00 | \$30.14 |
| Truckdriver class 3 (see notes) | 5/1/2011 | | \$31.29 | \$0.00 | \$31.29 |