



REQUEST FOR BID

Department of Administration
Purchasing Division

BID NUMBER	BID #108116		
RFB TITLE	BUILDING TRADES		
PURPOSE	The purpose of this RFB is to solicit bids from responsive and responsible bidders to provide building trade services. Complete description and technical specifications are included.		
DEADLINE FOR BID SUBMISSIONS	2:00 P.M. Central Time August 28, 2008		
	Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected		
SUBMIT BID TO THIS ADDRESS	DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345		
SPECIAL INSTRUCTIONS	Bidders must submit an original and one (1) copy (Bid forms only)		
PLEASE DIRECT ALL INQUIRES TO	NAME	Francisco Silva	
	TITLE	Purchasing Agent	
	PHONE #	608/267-3523	
	FAX #	608/266-4425	
	EMAIL	silva@co.dane.wi.us	
	WEB SITE	www.danepurchasing.com	
THIS RFB IS COMPRISED OF:	RESPONSE CHECKLIST:		
<input type="checkbox"/> General Guidelines & Information <input type="checkbox"/> Bid Forms <input type="checkbox"/> Terms and Conditions	<input type="checkbox"/> Signed Affidavit – Completed Bid Forms <input type="checkbox"/> Submit and original and one (1) Copy <input type="checkbox"/> Label the lower corner of your bid with the bid number		
DATE BID ISSUED: 08/15/07			

DANE COUNTY HOURLY RATE TRADES

1.0 SCOPE:

Dane County is seeking bids from qualified contractors for total hourly rates for the following six trades: carpentry, masonry, roofing, HVAC, plumbing, and electrical.

The County, as represented by the Purchasing Division, intends to use the results of this process to award building trades contract(s). Various County departments will use this contract, but all work must receive prior authorization from and be directed by the Public Works Department, Engineering Division.

The County reserves the right to contract for larger projects with the successful bidders, if the Public Works Department feels it is in the County's best interest to do so. **The bid will generally cover miscellaneous projects under \$5000 on an as-needed basis.**

The County reserves the right to award separate contracts as deemed in the best interest of the County.

2.0 VENDOR REGISTRATION:

All bidders wishing to receive a bid/proposal award must be a *paid registered vendor* with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com, or you can obtain a Vendor Registration Form by calling 608-266-4131. Your completed Vendor Registration Form and Registration Fee must be received prior to the bid award.

3.0 QUESTIONS/CLARIFICATIONS:

Questions related to Dane County concerning the bid specifications should be directed to: John Schraufnagel, Dane County Public Works Department at 608-266-4798. schraufnagel@co.dane.wi.us Questions must be submitted in writing by mail, fax or email at least **FIVE WORKING DAYS** prior to the bid deadline. Requests submitted after that time **WILL NOT** be considered..

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or supplements will be provided to all recipients of this initial RFB.

4.0 TERM OF CONTRACT:

One (1) year from the date of notice to proceed.

5.0 FIXED PRICE PERIOD:

All prices, costs, and conditions outline in the bid shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date of the bid. Bids must be submitted on the attached bid forms. Dane County reserves the right to accept or reject any and all bids submitted; and to accept such bid(s) deemed to be in the best interest of the County.

6.0 SELECTION AND AWARD:

An award will be made to the lowest responsible bidder. The right is reserved to award to multiple vendors for each trade or any other option that is deemed in the best interest of the County.

7.0 ORDER AND BILLING PROCEDURES

A blanket purchase order may be issued for the trades selected to be used by any County Department. Dane County reserves the right to limit the repair work done at each location to the amount of funds available for repair work. No work shall proceed without a notice to proceed from the County Public Works Highway & Transportation Dept.

8.0 CONTRACT ASSIGNMENT:

Subcontracting is not anticipated under this contract.

9.0 CERTIFICATION OF INSURANCE:

The successful vendor is required to submit to Dane County a Certificate of Insurance naming Dane County as an additional insured. Certificate is required prior to issuance of purchase order. See Section 10.0 Insurance Requirements of Conditions of Contract.

10.0 CODES:

Contractor's work shall be in compliance with applicable Local, State and Federal codes.

11.0 PERMITS:

Contractor shall secure any permits, local or State, required for his work prior to making repairs. County will pay for permits plus 15%.

12.0 SAFETY RULES AND REGULATIONS:

Contractor's work operations shall be performed in compliance with applicable OSHA safety rules and E.P.A. regulations.

13.0 GUARANTEE:

Contractor shall guarantee all parts provided for Dane County for 60 days. Any work found defective during the first year after substantial completion shall be repaired by the contractor at no cost to Dane County.

No bid or performance bond is required.

14.0 BID ITEMS:

Bidders shall submit a total hourly rate price for labor that includes all costs for labor, tools, equipment, overhead charges, payroll expenses, travel, etc.

15.0 REGULAR WORK HOURS CLASSIFICATIONS:

County will pay overtime if needed and approved by the Public Works Department in advance of work. Overtime will be allowed for work done in excess of a regular eight hour work day or on weekends or holidays and shall be based on the rate for regular labor.

REGULAR HOURS:

I. Eight (8) hours work between the hours of 6:00 a.m. and 4:30 p.m., shall constitute a workday. Forty (40) hours within five (5) days - Monday through Friday inclusive - shall constitute a workweek.

OVER TIME HOURS:

I. Work performed on Monday through Friday, between the hours of 4:30 p.m., and midnight, one and half (1-1/2) times the regular labor rate.

II. Work performed Monday through Friday, between 12:00 midnight and 6:00 a.m., will be double time. (2 times the regular labor rate)

III. Work performed on Saturday, any eight (8) consecutive hours between the hours of 6:00 a.m. and 4:30 p.m., one and one half (1-1/2) times the regular labor rate, all other hours worked, double the regular labor rate.

IV. All work performed from 4:30 p.m., Saturday to 6:00 a.m., Monday, will be double the regular labor rate (2 times the regular labor rate)

V. Work performed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or days celebrated as such, double the regular labor rate of pay. (2 times the regular labor rate)

16.0 BASIS OF PAYMENT – REPAIR WORK:

The total hourly price for labor shall be per hour and shall include costs of labor, travel time, overhead, tools and equipment necessary to complete the work. Parts and materials shall be billed separately. Note that travel time to and from the work site must be included in the on-site hourly rate and not billed separately. Travel time will only be paid as a separate item if a trades person is going from one Dane County job directly to another Dane County job.

17.0 PARTS AND MATERIAL - BASIS OF PAYMENT:

The cost of parts shall be listed separately from labor. A maximum of a 15% markup will be allowed for material that the contractor has to purchase and re-bill. Paid invoices from suppliers shall be submitted with monthly labor bill for reimbursement.

The Dane County Public Works Department shall be consulted when it is determined major components are in need of replacement. A major component shall be considered any single item or part whose estimated cost is in excess of \$500.00.

The designated Dane County Public Works Department representative/contact person relative to the contract service is:

John Schraufnagel
Dane County Public Works Department
1919 Alliant Energy Center Way
Madison, WI 53713
608-266-4798
schraufnagel@co.dane.wi.us

18.0 BILLING BY CONTRACTOR:

All billings to Dane County shall be itemized, with each installation to be on a separate bill. Bills shall be itemized in the following manner:

- A. Date of work;
- B. Labor in hours for regular repair work;
- C. Over time:
 - 1 Time and half hours
 - 2. Double time hours;
- D. Parts & Materials (attach copies of all parts invoices).

Payment invoices shall be submitted to the Public Works Department for approval and the Public Works Department will process the invoices for payment.

19.0 WORK LOCATIONS:

Project Site for this service contract shall include all building and grounds owned and operated by Dane County.

20.0 CONTRACTOR'S LICENSE:

Contractors must be licensed or certified to perform work and shall keep current all appropriate required licenses for the term of the contract.

21.0 STAFFING LEVEL:

Contractors must have adequate staff to perform County work in a timely manner. The County reserves the right to have sole discretion in determining whether or not a contractor can provide adequate staff.

22.0 COOPERATIVE PURCHASING AGREEMENT.

Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. (Dane County defines a municipality as a county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district or any other public or quasi public corporation, officer, board or other body having the authority to award public contracts.)

The use of the contract by other governmental units shall be optional.

Sales to the above governmental units by the Contractor shall be optional. Contractors must indicate on the signature affidavit page whether or not, they agree to this provision.

If bidders choose to extend prices offered on this proposal to other governmental units, any resulting contract is solely between the supplier and the third party unit of government. The City of Madison and the County of Dane shall not be responsible for any problems that may arise between other units of government and the contractor as a result of any sales and/or purchases made.

Agreement to this provision will not be considered a criteria for award under this inquiry.

23.0 CONTRACT ADMINISTRATION

As a result of this bid, contracts will be established and administered by the Dane County Purchasing Division. All other contracts awarded from this bid through the cooperative purchasing clause will be solely between the supplier and the third party unit of government.

BID FORMS

HOURLY RATE BID

Company Name: _____

Total Hourly Rate

Carpenter, Foreman: Can do layout, rough framing, finish work, familiar with all the tools and equipment, extensive knowledge of building materials, can work unsupervised, can run a crew, has 10 years experience with a minimum of 5 years in commercial and has the required tools.

Carpenter: Can do small project layout, rough framing, finish work, familiar with most of the tools and equipment and building materials, can work unsupervised, can supervise a helper, has 5 years experience with a minimum of 2 years in commercial and has the basic tools.

Carpenter Laborer: Has one year experience, laborer's tools, and has the strength and endurance to perform these tasks.

Mason/Concrete Finisher Foreman: Can do layout, install all masonry units, finish work, familiar with all the tools and equipment, extensive knowledge of building materials, can work unsupervised, can run a crew, has 10 years experience with a minimum of 5 years in commercial and has the required tools.

Mason/Concrete Finisher: Can do small project layout, rough framing, finish work, familiar with most of the tools and equipment and building materials, can work unsupervised, can supervise a helper, has 5 years experience with a minimum of 2 years in commercial and has the basic tools.

Mason/Concrete Finisher Laborer: Has one year experience, laborer's tools, and has the physical endurance to perform these tasks.

HVAC Journeyman: Can lay out and supervise all types of HVAC work. Has a minimum of 5 years experience in commercial work and is knowledgeable in heating system, air conditioning, sheet metal work, controls and testing and balancing. They must have transportation and all the tools of the trade.

HVAC Technician/Laborer: Must have at least 2 years experience in HVAC work. Should be familiar with all the tools and equipment of the trade. Must have at least one year experience in commercial work. Must have transportation and basic tools of the trade.

BID FORMS

HOURLY RATE BID

Company Name: _____

Plumbing Master: Can supervise several workers , lay out and expedite all new or remodeling plumbing projects. Have at least 10 years experience in commercial work. Must have transportation and all the tools of the trade.

Plumbing Journeyman: Can lay out and expedite most new or remodeling plumbing projects. Must have at least 5 years experience in commercial work. Must have transportation and all the tools of the trade.

Plumbing Apprentice: Can assist master or journeyman in most plumbing projects. Needs 2 years experience in commercial work. Must have transportation and basic tools of the trade.

Roofing Foreman: Journeyman crew supervisor that can lay out projects, recommend solutions and is familiar with all standard roofing systems. They are to have 5 years experience in commercial roofing systems.

Roofing Journeyman: Tradesperson with 3 years experience, familiar with standard commercial and residential roofing systems and can take the lead on most projects.

Roofing Labor: Tradesperson that is familiar with most roofing systems and demolition procedures. Must be able to follow lead and have one year experience.

Electrical Master: Can supervise several workers, lay out and expedite all new or remodeling electrical projects. Have at least 10 years experience in commercial work. Must have transportation and all the tools of the trade.

Electrical Journeyman: Can lay out and expedite most new or remodeling electrical projects. Must have at least 5 years experience in commercial work. Must have transportation and all the tools of the trade.

Electrical Apprentice: Can assist master or journeyman in most electrical projects. Needs 2 years experience in commercial work. Must have transportation and basic tools of the trade.

Electrical Labor: Tradesperson that is familiar with most electrical systems and procedures. Must be able to follow lead and have one year experience.

**BIDDER COVER PAGE
SIGNATURE AFFIDAVIT**

NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.

Signature

Title

Name (type or print

Date

Cooperative Purchase Agreement

We agree to extend this contract pricing to other units of government in accordance with this proposal.

Yes _____

No _____

Conditions of contract

1. Bids and Quotations.....
2. Guarantee & Bond.
3. Shop Drawings, Product Data & Samples.....
4. Awards.....
5. Contract Provisions.....
6. General Guarantee.....
7. Identical Bidding.....
8. Binding Contracts.....
9. Affirmative Action Provisions & Minority/Women/Disadvantaged Business Enterprises.....
10. Insurance Requirements.....

1. BIDS AND QUOTATIONS

Addressing of Bids. Bids shall be addressed to the attention of Dane County Purchasing Agent and received at the Dane County Purchasing Division, 210 Martin Luther King, Jr. Blvd., Room 425, Madison, WI 53703-3345, on or before the local time and date specified herein for the bid opening. All bids shall be sealed in envelopes provided by Dane County or similar and clearly marked on the front with bid number and a reference to the specified contents of the bid.

One Copy Only Required. Unless otherwise specified only one copy of a bid or quotation on prescribed form will be required.

More than One Bid. Bidders desiring to submit more than one bid, may do so provided such additional bid or bids are properly submitted on the Dane County Public Works Department's bid specification form. Extra sets of specifications may be obtained upon request in the Dane County Public Works Department.

Withdrawal or Late Bids. Formal bids, amendments thereto, or requests for withdrawal of a bid or any part thereof will not be accepted if received by Dane County after the time of bid opening.

Preparation & Submission. All written bids, unless otherwise provided for, must be submitted on and in accordance with forms provided by Dane County properly signed in ink or pencil. Bids signed on typewriter will not be accepted. Bidder's must be registered with the Purchasing Division.

Products by Name. Specifications of products by name are intended to be descriptive of quality, workmanship, finish, function and approximate characteristics desired and are not necessarily intended to be restrictive. Substitution of products for those named may be considered, provided the substitute offered is in the opinion of the Dane County Public Works Engineer, equal or superior in quality, workmanship, finish, function and approximate characteristics to that specified in the Department's specifications listed herein.

Visitation of Sites. Bidder shall visit the site(s) that will receive the intended work or installation and, in so doing, be held responsible for a job deemed to be satisfactory by Dane County after completion of work or installation. No additional compensation will be allowed for any condition of which bidder could have been informed.

Completeness. All information required by invitation to Bid must be supplied to constitute a regular bid.

Bids Binding 60 Days. Unless otherwise specified all formal bids submitted shall be binding for sixty calendar days following bid opening date.

Conditional Bids. Qualified bids are subject to rejection in whole or in part.

All or Part. Bids or quotations may be considered and award made for all or any part of total quantities as specified in the contract documents.

Errors. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Erasures in bids must be explained over signature of bidder.

Regulation by State Statutes. The bidding and letting of contracts are subject to provisions of Wisconsin Statutes 59.08

and 66.0901 and all subsequent sub-sections and amendments thereof.

Bidders Present. At the time fixed for the opening of formal bids their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative. Bidders are encouraged to attend all openings, and to offer constructive suggestions for improvements to bid format or ways in which greater savings can be realized by the County.

Taxes. Contractor shall pay applicable State and local sales taxes.

2. GAURANTEE & BOND

Not applicable.

3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- B. Product Data are illustrations, standard schedule, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- C. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- D. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- E. The Contractor shall review, approve and submit to the Public Works Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without action.
- F. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Public Works Engineer. Such Work shall be in accordance with approved submittals.
- G. By approving and submitting, Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

- H. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Public Works Engineer's approval of Shop Drawings, Product Data, Samples and similar submittals unless the Contractor has specifically informed the Public Works Engineer in written of such deviation at the time of submittal and the Public Works Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Sample or similar submittals by the Public Works Engineer's approval thereof.
- I. The Contractor shall direct specific attention, in writing, or of resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Public Works Engineer on previous submittals.
- J. Unless specified otherwise, Contractor shall submit three (3) copies of all Shop Drawings, Product Data, Samples or similar submittals every time a submission is made until final approval is received. After final approval, provide five (5) additional copies for distribution and such other copies as may be required.

4. AWARDS

Lowest Responsible Bidder. Award will be made to the lowest responsible bidder conforming to specifications, terms and conditions, or on the most advantageous bid to the County on a quality versus price basis.

Other Considerations. Quantities involved, time of delivery, purpose for which required, competency of bidder, the ability to render satisfactory service and past performance will be considered in determining responsibility.

Rejection of Bids. The County reserves the right to reject any or all bids or quotations in whole or in part and to award by items, parts of items, or by any aggregate group of items specified. The County reserves also the right to waive technical defects when in its judgment the best interests of the County thereby will be served.

Notice of Acceptance. Written notice of award to a bidder in the form of a purchase order or otherwise, mailed or delivered to the address shown on the bid, will be considered sufficient notice of acceptance of bid.

Tie Bids. If two or more bidders submit identical bids, the decision of the County to make award to one or more of such bidders shall be final. Cash discount will be taken into consideration determining an award. See also: IDENTICAL BIDDING Antitrust Laws.

Qualifying Bidders. Prior to solicitation and/or awarding of bid, the County may require submission by bidder of complete financial statement and questionnaire describing bidder's financial ability and experience in performance of similar work.

Disqualification. Awards will not be made to any person, firm or company in default of a contract with the County, or to any bidder having as its sales agent or representative or as a member of the firm, any individual previously in default or guilty of misrepresentation.

Bid Results. Bidders may secure information pertaining to results of bids by visiting the County Purchasing Office Monday through Friday, between 7:45 a.m. and 4:30 p.m.

5. CONTRACT PROVISIONS

Acceptance Constitutes Contract. Written acceptance by the Public Works Engineer of a proposal for services shall constitute a contract, which shall bind the bidder to perform the Work as specified in the Plans and Specifications, for the amount of the bid and in accordance with all conditions of said accepted bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Public Works Engineer.

Local Restrictions and Permits. All work shall be done according to local laws, ordinances and codes. The contractor

shall pay all required permits and fees for permanent or temporary work and bill the County the cost plus a maximum of 15%.

Payment of Invoices. Payment may be made only after inspection and acceptance by the using agency and approval by the Dane County Public Works Engineer, and, where required by ordinances, approval by the Dane County Board of Supervisors. If materials or equipment were constructed, erected, installed or tested on site, payment shall be made on the basis of 90% of the value of all work performed up to 50% of scheduled values less the aggregate of previous payments. Authorized extra work will be included in progress payments. Payment of balances will be made only after approval and final acceptance by Dane County in consideration and elimination of the possibilities of imperfect work; faulty materials or equipment; and liens that have been filed, or if evidence indicates the possible filing of claims.

Contract Alterations. No alterations or variables in the terms of a contract shall be valid or binding upon Dane County unless made in writing and signed by the Purchasing Agent or authorized agent.

Assignments. No contract may be assigned, sublet or transferred without consent of the Public Works Assistant Director.

Cancellations. A contract may be canceled or voided by the Public Works Assistant Director upon non-performance or violation of contract provisions, and an award made to the next low bidder or articles specified may be purchased on the open market. In either event, the defaulting contractor shall be liable to Dane County for costs to the County in excess of the defaulting contractor's contract prices.

Right of the Department to Terminate Contract.

- A. In the event that any of the provisions of this Contract are violated by the Contractor or by any Subcontractors, the County may serve written notice upon the Contractor of its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.
- B. In the event of any such termination, the County shall immediately serve notice thereof upon the Contractor; the County may take over the work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor; the Contractor shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

Non-Liability. The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Public Works Engineer's opinion, is beyond the control of the contractor. Under such circumstances, however, the Public Works Engineer may in the discretion, cancel the contract.

Quality Assurance. Inspection of equipment, materials and/or supplies shall be made by or at the direction of Dane County, or by the agency to which the goods are delivered, and any articles supplied that are defective, or fails in any way to meet specifications or other requirements of the contract, will be rejected. All laboratory tests required shall be made under the direction of the Purchasing Agent. The decision of the Purchasing Agent on acceptance shall be final.

Time for Completion. The Contractor agrees that the work shall be prosecuted regularly and diligently and complete the entire project as stated in the Proposal.

Changes in the Work.

- A. Except in cases of emergency, no changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Department. Charges or credits for the work covered by the approved change shall be determined by one of the following methods:
1. Unit bid prices previously approved.
 2. An agreed lump sum based on actual cost of:
 - a) Labor, including foremen; and all fringe benefits that are associated with their wages.
 - b) Materials entering permanently into the work.
 - c) The ownership or rental cost of construction plant and equipment during the time of use on the extra work.
 - d) Power and consumable supplies for the operation of power equipment.
 - e) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance.
 - f) Social security and old age and unemployment contributions.
 - g) To the cost under 2), there shall be added a fixed fee to be agreed upon but not to exceed 15% of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, profit and any other general expense.
 - h) On that portion of the work under 2) done under subcontract, the Contractor may include not over 7½% for supervision, overhead, profit and any other general expense.
 - i) The Contractor shall keep and present in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.
 3. Cost-Plus work, with a not-to-exceed dollar limit, based on actual cost of:
 - a) Labor, including foremen, and all fringe benefits that are associated with their wages.
 - b) Materials entering permanently into the work.
 - c) The ownership or rental cost of construction plant and equipment during the time of use on the extra work. (Rental cost cannot exceed 50% replacement value of rented equipment).
 - d) Power and consumable supplies for the operation of power equipment.
 - e) Insurance consisting of Workmen's Compensation, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance.
 - f) Social security and old age and unemployment contributions.
 - g) To the cost under (3) there shall be added a fixed fee to be agreed upon but not to exceed 15% of the actual cost of the work performed with their own labor force. The fee shall be compensation to cover the cost of supervision, overhead, profit, and any other general expense.
 - h) On that portion of the work under (3) done under subcontract, the Contractor may include not over 7½% for supervision, overhead, profit, and any other general expense.
 - i) The Contractor shall keep and present, in such form as directed, a correct amount of the cost

together with such supporting vouchers as may be required by the Department.

- B. If the Contractor claims that by any instructions given by the Public Works Project Engineer, the Department, by drawings or otherwise, regarding the performance of the work or the furnishing of material under the Contract, involves extra cost, the Contractor shall give the Department written notice thereof within two weeks after the receipt of such instructions and in any event before proceeding to execute the work, unless delay in executing the work would endanger life or property.
- C. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Public Works Project Engineer and approved by the Department, as aforesaid, and the claim presented with the payment request submitted after the changed or extra work is completed.
- D. Negotiation of cost for a change in the work shall not be cause for the Contractor to delay prosecution of the work if the Contractor has been authorized in writing by the Project Engineer to proceed.

Payments to Contractor.

- A. The County will make partial payments to the Contractor for the value, proportionate to the amount of the Contract, of all labor and material incorporated in the work during the preceding calendar month upon receipt of certification from the Public Works Project Engineer and approval of the Department.
- B. The Contractor shall submit to the Department, a request for certification for each payment to the Project Engineer who will review and send to the Public Works Project Engineer. If requested, the statement shall be supported by such evidence as may be required, showing the Contractor's right to the payment claimed.
- C. Request for payment for preparatory work and materials delivered and suitably stored at the site to be incorporated into the work at some future period, will be given due consideration. Requests involving materials stored off the site, may be rejected; however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered conditional upon the submission by the Contractor of bills of sale and such other procedures as will adequately protect the County's interest such as storage in a bonded warehouse with adequate coverage. If there is any error in a payment, the Contractor is obligated to notify the Department immediately, but no longer than 10 days from receipt of payment.
- D. Payments by the County will be due within thirty (30) days after receipt by the Department of certified request.
- E. Ten percent of each request for certification will be retained until final completion and acceptance of all work covered by the Contract. However, anytime after 50% of the work has been completed and installed at the site, the remaining payments will be made in full if the Public Works Project Engineer find that the progress of the work corresponds with the Contractor's construction progress schedule.
- F. All material and work covered by partial payments made shall become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the Contract.
- G. Upon substantial completion of the Contract, retainage may be reduced to 5% of the Contract. Final payment will

be made within sixty (60) days after final completion of the work, and will constitute acceptance thereof.

- H. On completion and acceptance of each separate division of the Contract, on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
- I. Prior to final payment the Contractor shall submit a certification that all debts and claims against this project have either been paid in full or otherwise satisfied, and give final evidence of release of all liens against the project and the County.

Withholding of Payments.

- A. The County, after having served written notice on the said Contractor, may either pay directly any unpaid bills of which the Department has written notice, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged; whereupon, payment to the Contractor shall be resumed in accordance with the terms of this Contract, but in no event shall these provisions be construed to impose any obligations upon the County to either the Contractor.
- B. In paying any unpaid bills of the Contractor, the County shall be deemed the agent of the Contractor, and any payment so made by the County, shall be considered as a payment made under the Contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payment made in good faith.
- C. The Contractor agrees to indemnify and save the County, its officers, agents, servants, and employees harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the performance of this Contract.
- D. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

Acceptance of Final Payment as Release.

- A. The making of final payment shall constitute a waiver of all claims by the County except those arising from:
 - 1. Unsettled lien,
 - 2. Faulty or defective work appearing after substantial completion,
 - 3. Failure of the work to comply with the requirements of the Contract Documents, or
 - 4. Terms of any special guarantees required by the Contract Documents.
- B. The acceptance of final payment shall constitute a waiver of all claims by the Contractor.

Lien Waivers. The Contractor warrants that title to all Work covered by an application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractor, material suppliers, or other persons or entities making a claim by reason of having provide labor, materials and equipment related to the Work.

Use and Occupancy Prior to Acceptance. The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Department, provided the Department:

1. Secures written consent of the Contractor; except when in the opinion of the Department's Public Works Director, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
2. Secures endorsement from the insurance carrier permitting occupancy of the building or use of the project during the remaining period of construction.
3. Assumes all costs and maintenance of heat, electricity and water.
4. Accepts all work completed within that portion or unit of the project to be occupied, at time of occupancy.

Correction of Work.

- A. All work, all materials whether incorporated in the work or not, and all processes of manufacture shall at all times and places be subject to the inspection of the Public Works Project Engineer who shall be the judge of the quality and suitability of the work, materials, and processes of manufacture for the purposes for which they are used. Should they fail to meet the Public Works Project Engineer's approval they shall be reconstructed, made good, replaced or corrected, as the case may be, by the Contractor at the Contractor's expense. Rejected material shall immediately be removed from the site.
- B. If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Department may, after ten days' written notice to the Contractor and without prejudice to any other remedy the County may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the Public Works Project Engineer's additional services made necessary by such default, neglect or failure.

6. GENERAL GUARANTEE.

- A. Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the County shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.
 1. In no event shall the making of any payment required by the Contract constitute or be construed as a waiver by Dane County of any breach of the covenants of the Contract or a waiver of any default of Contractor and the making of any such payment by Dane County while any such default or breach shall exist shall in no way impair or prejudice the right of Dane County with respect to recovery of damages or other remedy as a result of such breach or default.
- B. The Contractor shall remedy and make good all defective workmanship and materials and pay for any damage to other work resulting therefrom, which appear within a period of one year from the date of substantial completion, providing such defects are not clearly due to abuse or misuse by County. The Department will give notice of observed defects with reasonable promptness.
- C. Guarantee on work executed after certified date of substantial completion will begin on the date when such work is inspected and approved by the Public Works Project Engineer.
- D. Where guarantees or warranties are required in sections of specifications for periods in excess of one year, such longer terms shall apply.

7. IDENTICAL BIDDING

Antitrust Laws. All identical bids submitted to Dane County as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000,000.00 in total amount

shall be reported to the Attorney Generals of the United States and the State of Wisconsin for possible violation and enforcement of antitrust laws.

8. BINDING CONTRACTS

Contract Commitment. Any contracts resulting from this bid shall be binding to the successful bidder(s) to its conclusion and on its assigns, heirs, executors, administrators or successors.

9. AFFIRMATIVE ACTION PROVISION AND MINORITY/WOMEN/DISADVANTAGED BUSINESS ENTERPRISES

Affirmative Action Provisions. During the term of its Agreement, Provider agrees not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a recipient of services (actual or potential), an employee or an applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, any other form of compensation or level of service(s). Provider agrees to post in conspicuous places, available to all employees, service recipients and applicants for this paragraph. The listing of prohibited bases for discrimination shall no be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.

Provider is subject to this paragraph only if Provider has 10 or more employees and receives \$10,000.00 or more in annual aggregate contracts with County. Provider shall file and Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Agreement and failure to do so by said date shall constitute ground for immediate termination of the Agreement by County. Provider shall also, during the term of this Agreement, provide copies of all announcements of employment opportunities to County's Contract Compliance office, and shall report annually the number of persons, by race, sex and handicap status, who apply for employment and, similarly classified, the number hired and the number rejected. In all solicitations for employment placed on Provider's behalf during the term of this Agreement, Provider shall included a statement to the effect the Provider is an "Equal Opportunity Employer."

Provider agrees to furnish all information and reports required by County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and the provision of this Agreement.

Minority/Women/Disadvantaged Business Enterprises.

Section 19.70 of the Dane County Code of Ordinances is the official policy of Dane County regarding utilization of, to the fullest extent of, Minority Business Enterprises (MBE), Women Business Enterprises (WBE) and Disadvantage Business Enterprises (DBE).

The prime contractor may utilize MBEs/WBEs/DBEs as subcontractors or suppliers. A list of subcontractors will be required of the low bidder as stated in this Agreement. The list shall indicate which are MBEs/WBEs/DBEs and percentage of subcontract awarded shown as a percentage of the total dollar amount of the bid.

10. INSURANCE REQUIREMENTS

A. Insurance to be Carried by Contractor: The Contractor shall not commence work under this Contract until the Contractor has obtained all the insurance required under this paragraph and has provided evidence of such insurance to the Risk Manager, 425 City-County Building, 210 Martin Luther

King Jr. Blvd., Madison, WI 53703-3345, nor shall the Contractor allow any Subcontractor to commence work until the insurance required of the Subcontractor has been so obtained and approved. The company providing the insurance must be licensed to do business in Wisconsin. The Contractor agrees that it will keep in force and effect insurance policies as outlined below:

1. Worker's Compensation and Employers Liability Insurance:
 - a) Statutory Worker's Compensation and Employer's Liability insurance with a limit of liability not less than \$500,000 each employee and accident. Contractor shall require subcontractors not protected under its insurance to take out and maintain such insurance.
 - b) County shall not be liable to Contractor or its employees for any injuries to Contractor's employees arising out of the performance of work under this agreement. Contractor and it worker's compensation insurance carrier agree to waive any and all rights of recovery from County for worker's compensation claims made by its employees. Contractor agrees that the indemnification and holdharmless provision extends to any claims brought by or on behalf of any employee of the contractor.
2. Commercial General Liability Insurance:
 - a) Policy shall be written to provide coverage for, but not limited to premises and operations, products and completed operations, personal injury, blanket contractual, broad form property damage, independent contractors, XCU-explosion, collapse, underground coverage. Limits of liability shall not be less than \$1,000,000 each occurrence, \$1,000,000 aggregate. Policy shall be endorsed to provide for the per project application of limits (ISO endorsement CG2503 or equivalent) or general aggregate must be waived in entirety. The County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured on a primary basis and so stated on the Certificate of Insurance.
 - b) Automobile Liability Insurance – Business automobile policy covering all owned, hired, and non-owned private passenger and commercial vehicles. Limit of liability not less than \$1,000,000 combined single limit.
 - c) Umbrella Liability Insurance – Coverage to be in excess of employer's liability, commercial general liability, and automobile liability insurance. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
 - d) The Contractor shall either (1) require each Subcontractor to procure and to maintain during the life of the subcontract, Subcontractor's Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance of the type and in the same amount specified in the preceding paragraphs; or (2) insure the activities of the Subcontractors in the Contractor's own policy.
 - e) The obligations of the Contractor under this Contract shall not extend to the liability of the Public Works Project Engineer, its agents or employees arising out of (1)the preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications, or (2)the giving of or the failure to give directions or instruction by the Public Works Project Engineer, its agents or employees provided giving or failure to

give is the primary cause of the injury or damage.

- f) Dane County shall not be liable to the Contractor for damages or delays resulting from work by third third parties.

B. Indemnification/Hold Harmless

Contractor shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of Contractor furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of Contractor under this paragraph

- 1. Scope of Insurance and Special Hazards: The insurance required under subparagraph (2) hereof shall provide adequate protection for the Contractor and Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Supplementary General Conditions.
- 2. Proof of Carriage of Insurance: The Contractor shall furnish the Risk Manager with certificates showing the type, amount, class of operations covered, effective dates, dates of expiration of policies and "Dane County" listed as an additional insured. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Risk Manager

WISCONSIN LAW CONTROLLING

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling

shall survive the expiration or termination of this Agreement.

In any and all claims against Dane County or any of its boards, commissions, agencies, officers, employees or representatives or by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract 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 subcontractor under worker's compensation acts, disability benefits or other employee benefit acts.

C. Protection to be provided by the County.

The County Shall provide a Builder's Risk policy the terms which will be made available by the County's Risk Manager upon the contractor's request. By executing this contract, the contractor warrants it is familiar with the terms of this policy

**ATTACHED IS THE 2007 BID SUMMARY FOR BID #107106
FOR INFORMATIONAL PURPOSES**



**DANE COUNTY DEPARTMENT OF
ADMINISTRATION
PURCHASING DIVISION**
Madison, WI53703
210 Martin Luther King Gr. Blvd., Room 425
608/266-4131

**BID
SUMMARY**

The firms listed below submitted a bid for the County's consideration. All bids are subject to review by the respective County officials. A bid summary will be posted by Dane County Public Works staff on http://www.countyofdane.com/danedept/purch/rfpsbids/closed_bids.asp as soon as this review is done. Public Works Project Bid Summary located on the web site will be updated by Public Works after contract has been awarded.

Bid No.	107106	Awarded to :				
Opening Date	July 11, 2007	Date of Award:				
Subject:	Building Trades	Comments:				
Department:	Public Works					
VENDOR NAME:	H J Pertzborn	Prairie Plumbing & Heating	S & R Remodeling	Thering Construction	DCT & M	
CITY , STATE:	Madison, WI	Sauk City, WI		Waunakee, WI	Deerfield, WI	
PAID YES - NO	Paid	Paid	Paid	Paid	Paid	
Item	Hourly Rate					
Carpenter Foreman			40.00	45.00	45.00	
Carpenter			38.00	35.00	41.00	
Carpenter Laborer			35.00	30.00	33.00	
Mason/Concrete Finisher Foreman				45.00		
Mason /Concrete Finisher				35.00		
Mason/Concrete Finisher Laborer				30.00		
HVAC Journeyman			72.00			
HVAC Tech./Laborer			72.00			
Total:						
Remarks						



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Subject:	Building Trades	Comments:				
Department:	Public Works					
VENDOR NAME:	H J Pertzborn	Prairie Plumbing & Heating	S & R Remodeling	Thering Construction	DCT & M	
CITY , STATE:	Madison, WI	Sauk City, WI		Waunakee, WI	Deerfield, WI	
PAID YES - NO	Paid	Paid	Paid	Paid	Paid	
Item	Hourly Rate					
Plumbing Master	89.00	72.00				
Plumbing Journeyman	89.00	72.00				
Plumbing Apprentice	64.00	62.00				
Roofing Foreman			45.00	55.00		
Roofing Journeyman			40.00	40.00		
Roofing Laborer			35.00	30.00		
Electrical Master						
Electrical Journeyman						
Electrical Apprentice						
Electrical Laborer						
Total:						
Remarks:						



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Bid No.	107106	Awarded to :				
Opening Date	July 11, 2007	Date of Award:				
Subject:	Building Trades	Comments:				
Department:	Public Works					
VENDOR NAME:	E-Z Plumbing	Faith Technologies	Monona Plumbing & Fire Protection	Nickles Electric	Walser Electric	
CITY , STATE:	Verona, WI	Sun Prairie, WI	Madison, WI	Madison, WI	Middleton, WI	
PAID YES - NO	Paid	Paid	Paid	Paid	Paid	
Item	Hourly Rate					
Carpenter Foreman						
Carpenter						
Carpenter Laborer						
Mason/Concrete Finisher Foreman						
Mason /Concrete Finisher						
Mason/Concrete Finisher Laborer						
HVAC Journeyman						
HVAC Tech./Laborer						
Total:						
Remarks						



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Opening Date	July 11, 2007		Date of Award:			
Subject:	Building Trades		Comments:			
Department:	Public Works					
VENDOR NAME:	E-Z Plumbing	Faith Technologies	Monona Plumbing & Fire Protection	Nickles Electric	Walser Electric	
CITY , STATE:	Verona, WI	Sun Prairie, WI	Madison, WI	Madison, WI	Middleton, WI	
PAID YES - NO	Paid	Paid	Paid	Paid	Paid	
Item	Hourly Rate					
Plumbing Master	88.00		85.00			
Plumbing Journeyman	88.00		85.00			
Plumbing Apprentice	70.00		65.00			
Roofing Foreman						
Roofing Journeyman						
Roofing Laborer						
Electrical Master		58.89		62.00		63.00
Electrical Journeyman		58.89		59.00		59.00
Electrical Apprentice		41.00		44.00		55.00
Electrical Laborer		36.75		35.00		45.00
Total:						
Remarks:						



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Bid No.	107106	Awarded to :			
Opening Date	July 11, 2007	Date of Award:			
Subject:	Building Trades	Comments:			
Department:	Public Works				
VENDOR NAME:	Advance Cable	Westphal & Co.			
CITY , STATE:	Verona, WI	Madison, WI			
PAID YES - NO	Paid	Paid			
Item	Hourly Rate				
Carpenter Foreman					
Carpenter					
Carpenter Laborer					
Mason/Concrete Finisher Foreman					
Mason /Concrete Finisher					
Mason/Concrete Finisher Laborer					
HVAC Journeyman					
HVAC Tech./Laborer					
Total:					
Remarks					



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Opening Date	July 11, 2007	Date of Award:			
Subject:	Building Trades	Comments:			
Department:	Public Works				
VENDOR NAME:	Advance Cable	Westphal & Co.			
CITY , STATE:	Verona, WI	Madison, WI			
PAID YES - NO	Paid	Paid			
Item	Hourly Rate				
Plumbing Master					
Plumbing Journeyman					
Plumbing Apprentice					
Roofing Foreman					
Roofing Journeyman					
Roofing Laborer					
Electrical Master	57.00	67.00			
Electrical Journeyman	52.00	61.60			
Electrical Apprentice	41.00	40.00			
Electrical Laborer	36.00	35.00			
Remarks:					