

Bid Proposal Form

PROJECT NAME: A New Fire Station No. 3 and Police Substation for the City of Waukesha

CONTRACTOR NAME: Absolute Construction Enterprises, Inc.

THIS PROPOSAL IS SUBMITTED TO: City of Waukesha Public Works Department

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City to perform and furnish all Work as specified or indicated in the Contract Documents for the proposed price and within the proposed times indicated in this Bid and in accordance with all other Contract Documents.
2. This Bid will remain subject to acceptance for sixty (60) days after the day of the Bid opening. The Bidder will sign and deliver the required number of counterparts of the Contract with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Notice of Award from the City to the Bidder.
3. In submitting this Bid, the Bidder represents, that:

a. The Bidder has examined and carefully studied all Contract Documents and the following addenda, the receipt of which are hereby acknowledged:

b.	Addendum Number	Date	Addendum Number	Date
	1	02/27/17		
	2	03/01/17		

- c. The Bidder has visited the site and become familiar with and is satisfied as to the general location and site conditions that may affect cost, progress, performance, and furnishing of the Work.
- d. The Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work.
- e. The Bidder is aware of the general nature of Work to be performed by the City and others at the site that relates to Work for which this Proposal is submitted as indicated in the Contract Documents.
- f. The Bidder has reviewed the information known to Bidders, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- g. The Bidder has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Bidder has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Bidder and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

h. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Proposal. The Bidder has not solicited or induced any person, firm or corporation to refrain from making a Proposal. The Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

4. The Bidder hereby proposes to perform the Work for the following sums:

a. (See next page for Schedule of Prices)

5. The City may request from the Bidder additional information, which shall be supplied to the City within twenty-four (24) hours of notification.

Bidder:



[sign above]

Print name: Tracy J. Stacy

Title: President

Date: March 3, 2017



Firm name: Absolute Construction Enterprises, Inc.

Address: 6618 Six Mile Road, Racine, WI. 53402

Telephone: (262) 456-6802

Email: tstacy@absoluteconstruct.com

**PROPOSED FIRE STATION NO. 3 AND POLICE SUBSTATION
SCHEDULE OF PRICES**

Contractor Name: Absolute Construction Enterprises, Inc.

NOTE - BIDDER MUST FILL IN THE SCHEDULE OF PRICES FOR ALL ITEMS OF WORK

No.	Approx. Quantities	Item Description	Unit	Unit Bid Price	Total Price
1	1	Provide all labor, materials, equipment, tools, sales taxes and overhead and profit on items provided by Bidder.	Lump Sum	3,438,000.00	\$ 3,438,000.00
			TOTAL:	3,438,000.00	3,438,000.00
		Supplemental Prices if Needed			
2		Over Excavation Per Cu. Yd.	Per Cu. Yd.	28.00	\$ 28.00
3		Backfill Over Excavation with General Fill Per Cu. Yd.	Per Cu. Yd.	30.00	\$ 30.00
4		Backfill Over Excavation with Compacted Engineered Fill Per Cu. Yd.	Per Cu. Yd.	35.00	\$ 35.00

***The City reserves the right to increase or delete quantities to make the bid most advantageous to the City and or reject any or all bids.

Affidavit for Sales Tax Exemption

Contract Number: TBD

Contract Award Date: TBD

Contractor: Absolute Construction Enterprises, Inc.

State of Wisconsin }
 } ss.
Racine County }

Pursuant to Wis. Stats. §77.54(9m), purchases by the Contractor of materials for the construction of facilities for the City of Waukesha are exempt from sales tax. The statute specifies that materials must be incorporated into a "facility" owned by the City, which is defined as "any building, shelter, parking lot, parking garage, athletic field, athletic park, storm sewer, water supply system, or sewerage and waste water treatment facility, but does not include a highway, street, or road."

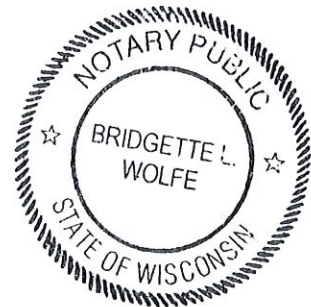
The undersigned, being an authorized agent of the Contractor identified above, and being first duly sworn, on oath says that all materials purchased by the Contractor utilizing the City of Waukesha's sales-tax-exempt status for the construction of the project identified above, will be used exclusively for construction of that project, and for no other purpose.

Tracy J. Stacy
Sign above
Print name: Tracy J. Stacy
Title: President
Date: March 3, 2017



Subscribed and sworn to before me this 3rd day of March, year 2017

Bridgette L. Wolfe
Notary Public, Racine County, Wisconsin
My commission (is permanent)(expires September 14, 2018)



Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.


Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
 - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Business Name None			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer Tracy J Stacy			
Authorized Officer Signature 	Date Signed 3/3/2017		
Corporation, Partnership or Sole Proprietorship Name Absolute Construction Enterprises, Inc.			
Street Address or P O Box 6618 Six Mile Road	City Racine	State WI	Zip Code 53402

If you have any questions call (608) 266-6861

BID BOND

Travelers Casualty and Surety Company of America

Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

Absolute Construction Enterprises, Inc.
6618 Six Mile Road
Racine, WI 53402

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

City of Waukesha
130 Delafield Street
Waukesha, WI 53188

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

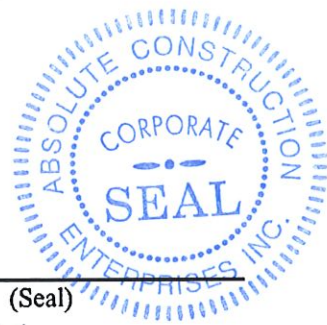
New Fire Station No. 3 & Police Substation, 2440 S.T.H. 59, Waukesha, WI

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of March, 2017



Absolute Construction Enterprises, Inc.
(Principal) _____ (Seal)

By: Tracy J Stacy
(Title) Tracy J Stacy - President

Travelers Casualty and Surety Company of America
(Surety) _____ (Seal)

By: R S D
(Title) Bradley S. Babcock Attorney-in-Fact



Bridgette L. Wolf
(Witness)

Becky Heaston
(Witness)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Absolute Construction Enterprises, Inc.

OR

Project Description: New Fire Station No. 3 & Police Substation,
2440 S.T.H. 59, Waukesha, WI

Obligee: City of Waukesha

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Bradley S. Babcock of the City of Cedarburg, State of WI, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

[Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

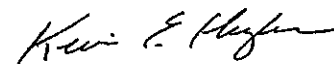
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of March, 2017.



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.