

Proposal:

Broken Arrow Public Schools

Bid #B23-02

Parking Lot Asphalt Overlay – Wolf Creek Elementary

Attention:

Elizabeth Youngquist, Business Analyst

701 S. main Broken Arrow, OK 74012



1106 E. College St

Broken Arrow, OK 74012

918-607-0162

Contact Information:

Steve Simms

Office@joseph-enterprises.com

918-607-0162

Date: 8/2/2022



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BID FORM

BID 23-02: Parking Lot Asphalt Overlay - Wolf Creek Elementary

Having carefully examined the drawings and specifications; having visited the site and existing building and examined all conditions affecting the work, the undersigned proposes to furnish all labor, materials, and incidental called for by said documents for the full scope of work.

DO NOT MODIFY, ADD, OR DELETE FROM SCOPE OF WORK

Or you risk the Owner setting your bid aside.

Base Bid (including Bonds): Two hundred eleven thousand seven hundred thirty four ^{NO}/₁₀₀ Dollars
(\$ 211,734.⁰⁰)

Owner may accept or reject Base Bid of any Bid. Owner may also reject individual items of equipment in any Bid. Determination of best responsive bidder may take owner's selection of Individual Items into consideration.

Bid Guarantee (for bids in excess of \$100,000.00)

Accompanying this Bid is a Certified or Cashier's Check or Bidder's Surety Bond made payable to the Owner for not less than 5% of the amount submitted herein. It is understood that the check or bond will be returned to the Bidder, except that in the event of the Owner's acceptance of this Bid, and the Bidder fails to execute a Contract and file Performance and Materials and Payment Bonds within ten (10) days of the date of the Owner's acceptance; then, in that event, the Bidder's Check or Bond will become property of the Owner because of the failure of the Bidder to comply with the specified requirements. Bid Bond is accompanied by Bonding Agent's Power-of-Attorney.

Performance, Statutory, and Warranty Bonds (for bids in excess of \$100,000.00)

It is understood that Performance and Statutory Bonds each in the amount of 100% of the contract amount covering faithful performance of the contract, and payment of all obligations arising there under, will be required by the Owner. A Warranty Bond in the amount of 100% of the contract amount covering defective workmanship and materials for a period of one (1) year after acceptance of the project will be required. Premiums for the performance, statutory, and warranty bonds are included in this proposal.

Addenda

No. <u> </u>	Dated: <u> </u>
No. <u> </u>	Dated: <u> </u>
No. <u> </u>	Dated: <u> </u>

Company Name: Joseph Enterprises Inc (Please Print)

Phone/Fax Numbers: 918-607-0162

Email Address: Office @ Joseph-Enterprises.com

Fed I.D. No.: 20-3978638

Mailing Address: 1106 E. College

City, State Zip: Broken Arrow, OK 74012

Officer's Signature: 

Date: 3-26-19

(Seal, if bid is by a Corporation)



FELONY COMPLIANCE AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The undersigned, under the penalties of perjury, certifies to the Broken Arrow Public Schools ("School District") as follows:

1. The undersigned:

_____ has a contract with the School District; OR
_____ is the duly authorized representative of a business ("entity") having a contract with the School District,

to perform work on School District premises on a full-time or part-time basis.

2. The undersigned hereby certifies that neither the undersigned nor any employee of the undersigned or of the entity, or of any subcontractor of the undersigned or the entity, will perform work on School District premises on a full-time or part-time basis that would otherwise be performed by School District employees if such employee has been convicted in this State, the United States or any other state of any felony offense unless ten (10) years have elapsed since the date of the criminal conviction or the employee has received a pardon for the offense.

3. Neither the undersigned nor any employee of the undersigned, or the entity, or of any subcontractor of the undersigned or the entity, who performs any work on School District property is currently registered under the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act.

4. The undersigned, or the entity: _____ has or _____ has not conducted a felony record search of all employees who will be assigned to work on a full-time or part-time basis on School District property.

5. This Affidavit is made and delivered pursuant to the requirements of Title 70 O.S. § 6-101.48 (Supp. 2000) and Title 58 O.S. § 589 (Supp. 2004) (the "Acts"). The undersigned further certifies to the School District that the undersigned and/or the entity are in full compliance with the requirements of the Acts.

EXECUTED AND DELIVERED this 2 day of August, 2022.

AFFIANT'S SIGNATURE

[Signature]

Representing:

JEI
(Name of Entity)



Subscribed and sworn to before me this 2 day of August, 2022.

[Signature]
Notary Public

Notary Commission Number: 22001763

My Commission Expires: 2/7/26

STATEMENT OF NON-COLLUSION

(Name) Steve Simms of lawful age, being first duly sworn, on oath says: (s)he is the duly

authorized agent of (Firm) Joseph Enterprises, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and Broken Arrow Public School officials or employees, as well as facts pertaining to the giving or offering of things of value to school district personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; (S)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and neither the bidder nor anyone subject to the bidder's direction or control has been a party: (a) to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; (b) to any collusion with any school district official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor; (c) in any discussions between bidders and any school district official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Notary Public Alyson Lineell

My commission expires 2/7/26

STATE OF OK COUNTY OF TULSA

(SEAL)



BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)
) ss
COUNTY OF Tulsa)

I, Steve Siggins, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture or other business relationship presently in effect or which existed within one year prior to the date of this statement with the Architect, Engineer or other party to the project is as follows:

None

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None

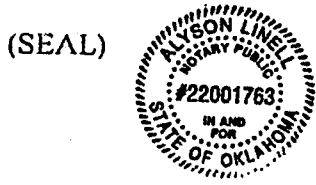
(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

[Signature]
BIDDER

Subscribed and sworn to before me this 2 day of August, 2022

[Signature]
NOTARY PUBLIC

My Commission Expires:
2/7/26



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66341329

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Robert Eugene Bracken II

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Joseph Enterprises, Inc.

Obligee: Broken Arrow Public School District, Isd No. 3

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

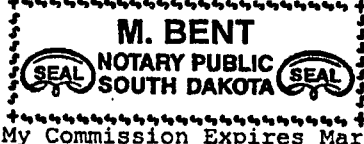
If Bond No. 66341329 is not issued on or before midnight of November 2nd, 2022, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 4th day of August, 2022.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 4th day of August, in the year 2022, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



M. Bent
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 4th day of August, 2022.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

BID BOND
(Percentage)

Bond No. 66341329

KNOW ALL PERSONS BY THESE PRESENTS, That we Joseph Enterprises, Inc.
of 1106 E. College St., Broken Arrow, OK 74012

WESTERN SURETY COMPANY, hereinafter referred to as the Principal, and

as Surety, are held and firmly bound unto Broken Arrow Public School District, Isd No. 3

~~xx~~ Five Percent of the Amount Bid, hereinafter referred to as the Obligee, in the amount of

(5%), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Parking Lot Asphalt Overlay - Wolf Creek Elementary B23-02 5%

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 4th day of August, 2022.



Principal

Joseph Enterprises, Inc.

BY: _____

Surety

WESTERN SURETY COMPANY

BY: Robert Eugene Bracken II
Robert Eugene Bracken II, Attorney-in-Fact