

BOGNET, INC.

BIDDER

BID FORM

TO: Hazleton Area School District – Hazleton Area High School Freezer Site Improvements Project

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Times indicated in the Contract Documents.
2. Bidder accepts all of the terms and conditions set forth in the Instructions to Bidders, which are incorporated herein by reference, including without limitation those terms and conditions regarding the disposition of Bid security. After the commencement of opening of Bids, no Bid may be withdrawn during the period specified for the holding of Bids as hereinafter set forth, except as provided in Pennsylvania Act 4 of 1974, P.L. 9, relating to withdrawal of a Bid in the event of a mistake. The Owner shall award the Contract to the lowest responsive and responsible Bidder, or shall reject all Bids within sixty (60) days of the date of Bid opening, and no Bidder may withdraw his Bid before the expiration of such sixty (60) day period; provided however, if the award of the Contract is delayed by required approval of another government agency, the sale of bonds, closing on project loans or the award of a grant or grants, the Owner shall reject all Bids or award the Contract to the lowest responsible Bidder within one hundred twenty (120) days of the date of Bid opening, and in such event no Bidder may withdraw his Bid before the expiration of such one hundred twenty (120) day period. Extensions of the date for the award of the Contract may be made by the mutual written consent of the Owner and lowest responsible Bidder.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined copies of all the Contract Documents and hereby acknowledges receipt of the following addenda:

Addendum No.

Addendum Date

- (b) Bidder further covenants and warrants that he has had sufficient time to examine the Site of the Work; that he has examined the Site of the Work; and that he has based the within contract prices on his own independent examination and investigation of the Site and conditions.
- (c) This Bid 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; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner; and

- (d) Bidder hereby states that he has available adequate equipment and finances to properly and expeditiously prosecute the Work as Bid, and is prepared to present further information to substantiate this statement.
- (e) Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- (f) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- (g) 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.
- (h) Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- (i) 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 all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

4. Bidder will complete the Work for the following price(s) included in **Exhibit A**:

The following are a list of specifications that are considered incidental to ALL the items:

01060 MOBILIZATION/DEMOBILIZATION
01100 SUMMARY OF WORK
01250 CONTRACT MODIFICATION PROCEDURES
01270 UNIT PRICES
01290 PAYMENT PROCEDURES
01310 PROJECT MANAGEMENT AND COORDINATION
01320 CONSTRUCTION PROGRESS DOCUMENTATION
01322 PHOTOGRAPHIC DOCUMENTATION
01330 SUBMITTAL PROCEDURES
01400 QUALITY REQUIREMENTS
01420 REFERENCES
01500 TEMPORARY FACILITIES AND CONTROLS
01600 PRODUCT REQUIREMENTS
01631 SUBSTITUTIONS
01700 PROJECT CLOSEOUT
01740 WARRANTIES AND BONDS
01781 PROJECT RECORD DOCUMENTS
02110 SITE CLEARING
02141 DUST CONTROL

02200 EARTH WORK
02511 PAVING
03300 CAST-IN-PLACE CONCRETE
04200 UNIT MASONRY
06100 ROUGH CARPENTRY
07620 SHEET METAL FLASHING
07650 SELF-ADHERING SHEET FLASHING
07905 PAVING JOINT SEALANT
07920 JOINT SEALANT

5. Bidder agrees that the Work will be substantially completed and finally completed on or before the dates or within the number of calendar days indicated in the Agreement.
6. Bidder accepts the provisions of the Bid Documents as to liquidated damages in the event of failure to complete the Work on time.
7. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.
8. The terms used in this Bid which are defined in the General Conditions of the construction contract included as part of the Contract Documents have the meaning assigned to them in the General Conditions.
9. Bidder understands that the OWNER reserves the right to reject any or all bids, reject any or all items, and further reserves the right to delete any item or parts of items.
10. Bidder understands that the OWNER shall award the contract on the basis of the lowest total sum bid submitted, which total sum bid shall include the total of the base bid plus any alternates selected by the OWNER.
11. The following documents are attached to and made a part of this Bid:
 - a. Certified Check or Bid Bond in the amount of 10% of the GRAND Total bid amount as specified within this document
 - b. Completed and Notarized Non-Collusion Affidavit found in the appendices within this document.
 - c. Completed Statement of Bidder's Qualifications Form found in the appendices within this document.
 - d. Exhibit A
 - e. Completed Information Sheet found in the appendices within this document.

SUBMITTED on JULY 28 , 20 15 .

State Contractor License No. 6925 . (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

**HASD – Hazleton Area High School Freezer Site Improvements Project
BID FORM**

**Project No. 30205.20
Section 00300**

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: BOCNET, INC. (SEAL)

State of Incorporation: PENNSYLVANIA

Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS

By: James G. Bognet
(Signature -- attach evidence of authority to sign)

Name (typed or printed): JAMES G. BOCNET

Title: PRESIDENT

(CORPORATE SEAL)

Attest John T. Trisky
(Signature of Corporate Secretary)

Business address: 1298 NORTH CHURCH STREET, HAZLE TOWNSHIP, PA 18202

Phone No.: 570-454-2584 FAX No.: 570-454-7980

Date of Qualification to do business is SEPT. 1, 1973

Bognet, Inc. *General and Mechanical Contractor*

*Northeast Pennsylvania
Hilti Distributor*

1298 North Church Street, Hazle Township, PA 18202
Mailing Address: P.O. Box 206, Hazleton, PA 18201

Phone: 570-454-2584
Fax: 570-454-7980

CERTIFIED CORPORATE RESOLUTION
OF
BOGNET, INC.

Resolved that James G. Bognet, President, be authorized to sign and submit the bid or proposal of this corporation for the following project:
HAZLETON AREA SCHOOL DISTRICT HIGH SCHOOL FREEZER SITE IMPROVEMENTS PROJECT REBID.

The foregoing is a true and correct copy of the resolution and adopted by Bognet, Inc. at a meeting of its Board of Directors held on the 16th day of January, 2015.



John T. Trusky
Assistant Secretary

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

PHONE: 570-454-2584 FAX: 570-454-7980

P. O. BOX 206 HAZLETON, PA 18201

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Hazleton Area School District -
Hazleton Area High School Freezer Site Improvements Project

Item No.	Quantity	Item Title	Unit Price in Words	Unit Price (\$)	Total Amount (\$)
BASE BID					
A	1 LS	Site Demolition	Dollars _____ Cents _____		13,000 ⁰⁰
B	1 LS	Site Construction	Dollars _____ Cents _____		54,778 ⁰⁰
				Total Base Bid Price	67,778 ⁰⁰

PJK
ELG
AM

bid is organized by types of items and one of the tied vendors is low bid on all or most of the other similar items, that particular vendor will win the tie. If this is not the case, then the most local vendor wins the tie.

- h. Quantities listed in parenthesis are totals which shall be ordered throughout the school year on an "as needed" basis. Other amounts are for immediate delivery to the areas as designated.
- i. Our Warehouse should be notified 24 hours prior to delivery. (570) 459-3111 Ext. 82142
- j. Any or all legal issues that may result from this bid will be handled in a court of law in Luzerne County, Pennsylvania.

7. PENNSYLVANIA ANTI BID-RIGGING ACT

The Pennsylvania Anti-Bid-Rigging Act, 73 P.S. 1611 et seq. became law October 26, 1983. Section 7 of the Act states that governmental agencies may require bidders to submit non-collusion affidavits. **The Hazleton Area School District** will require a non-collusion affidavit to be submitted and it will be an integral part of the bid. (Instructions for Non-Collusion affidavits and affidavits are attached in the appendix). Any questions concerning the specifications should be directed to the Office of the Business Manager. Where manufacturer's name or catalog numbers are listed, they are given as a guide only and not to limit competition. The following information is to be completed in ink or by typing by the vendor supplying the bid:

No. of Items Bid 2 Amount of Bid \$ 67,778⁰⁰

8. INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

- a. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 p.s. 1611 et seq. governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
- b. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- c. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- d. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.
- e. The term "complementary bid" as used in the Affidavit, has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another form, any intentionally high or non competitive bid

HASD - Hazleton Area High School Freezer Site Improvements Project
NON-COLLUSION AFFIDAVIT

Project No. 30205.20

NON-COLLUSION AFFIDAVIT

STATE OF PENNSYLVANIA
COUNTY OF LUZERNE
Contract HASD FREEZER SITE IMPROVEMENTS RERTD

I state that I am PRESIDENT of BOGNET, INC.
[Title] [Name of Firm]

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) BOGNET, INC., its affiliates, subsidiaries, officers, directors

[Name of my Firm]

and employees and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that BOGNET, INC. understands and acknowledges that the above
[Name of my Firm]

representations are material and important, and will be relied on by HAZLETON AREA SCHOOL DISTRICT in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from HAZLETON AREA SCHOOL DISTRICT of the true facts relating to the submission of bids for this contract.

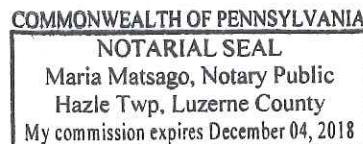
JAMES G. BOGNET, PRESIDENT
[Name and Company Position]

James G. Bognet 7/28/15
[Signature] [Date]

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 28th DAY OF JULY, 20 15

Maria Matsago
Notary Public - MARIA MATSAGO
(SEAL)

My Commission Expires: 12/3/18



HASD – Hazleton Area High School Freezer Site Improvements Project
STATEMENT OF BIDDER'S QUALIFICATIONS

Project No. 30205.20

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

1. Name of Bidder. BOGNET, INC.
2. Permanent main office address. 1298 NORTH CHURCH STREET, HAZLE TOWNSHIP,
PA 18202
3. When organized. MAY 1, 1969
4. If a corporation, where incorporated. PENNSYLVANIA
5. How many years have you been engaged in the contracting business under your present firm or trade name? 42
6. Contracts on hand: (schedule, showing amount of each contract and the appropriate anticipated dates of completion.) PLEASE SEE ATTACHED
7. General character of work performed by your company.
GENERAL AND MECHANICAL CONTRACTOR
8. Have you ever failed to complete any work awarded to you? If so, for whom and why?
NO
9. Have you ever defaulted on a contract? If so, for whom and why.
NO
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
PLEASE SEE ATTACHED
11. List your major equipment available for this contract?
PLEASE SEE ATTACHED
12. Experience in construction work similar in importance to this project.
PLEASE SEE ATTACHED
13. Background and experience of the principal members of your organization, including the officers.
PLEASE SEE ATTACHED
14. Credit available: (\$ 300,000.00)
15. Give Bank references. NATIONAL PENN BANK
16. Will you, upon request, complete a detailed financial statement and furnish any other information that may be required by Hazleton Area School District? YES
17. The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by Hazleton Area School District, Luzerne County, Pennsylvania, in verification of the information provided in this STATEMENT OF BIDDER'S QUALIFICATIONS.

Dated this 28TH day of JULY, 20 15.

BOGNET, INC.
(Name of Bidder)
By: *James G. Bognet*
JAMES G. BOGNET
Title: PRESIDENT

BQ-1

<u>CONTRACTS ON HAND</u>		CONTRACT AMOUNT	ESTIMATED COMPLETION
DHD V: PEDESTRIAN OVERPASS GENERAL CONSTRUCTION			
OWNER: DOWNTOWN HAZLETON DEVELOPMENT 3, LLC - 8 WEST BROAD STREET, HAZLETON, PA 18201		\$ 1,555,982.00	JULY 2015
BEAVER MAIN ELEMENTARY SCHOOL - WINDO REPLACEMENT PROJECT			
OWNER: BLOOMSBURG AREA SCHOOL DISTRICT - 728 EAST FIFTH STREET, BLOOMSBURG, PA 17815		\$ 223,793.00	AUGUST 2015
RENOVATIONS TO THE COUNTY BUILDING - PLUMBING CONSTRUCTION			
OWNER: COUNTY OF SCHUYLKILL - 401 NORTH SECOND STREET, POTTSVILLE, PA 17901		\$ 104,800.00	NOVEMBER 2015
HONESDALE HIGH SCHOOL RENOVATIONS - PLUMBING			
OWNER: WAYNE HIGHLANDS SCHOOL DISTRICT - 474 GROVE STREET, HONESDALE, PA 18431		\$ 77,777.00	NOVEMBER 2015
RENOVATIONS TO THE COUNTY BUILDING - PLUMBING CONSTRUCTION			
OWNER: COUNTY OF SCHUYLKILL - 401 NORTH SECOND STREET, POTTSVILLE, PA 17901		\$ 104,800.00	DECEMBER 2015
		\$ 2,067,152.00	

COMPLETED MAJOR PROJECTS

					JUNE 2012
2008 WASTEWATER TREATMENT PLANT UPGRADE					
HVAC CONTRACT WORK		\$	944,000.00		
PLUMBING CONTRACT WORK		\$	224,000.00		
OWNER: GREATER HAZLETON JOINT SEWER AUTH./VALMONT INDUSTRIAL PARK, P. O. BOX 651, HAZLETON, PA 18201					
PENN STATE UNIV.-WORTHINGTON CAMPUS STUDY LEARNING CENTER HVAC					
PENN STATE UNIV.-WORTHINGTON CAMPUS LIBRARY/CLASSROOM HVAC		\$	232,140.00		JUNE 2012
OWNER: PENN STATE UNIVERSITY		\$	316,413.00		JUNE 2012
SCHUYLKILL HAVEN HIGH RISE ELEVATOR MODERNIZATION					
OWNER: SCHUYLKILL COUNTY HOUSING AUTHORITY		\$	249,614.00		JULY 2012
OUR LADY OF MOUNT CARMEL CHURCH RENOVATIONS & ADDITIONS					
OWNER: CATHOLIC SOCIAL SERVICES / 214 WEST WALNUT ST., HAZLETON, PA 18201		\$	218,800.00		SEPTEMBER 2012
SUSQUEHANNA COUNTY CAREER & TECHNOLOGY CENTER - PLUMBING					
OWNER: SUSQUEHANNA CAREER & TECHNOLOGY CENTER - P.O. BOX 100,SCHOOLHOUSE ROAD, DIMOCK, PA 18816		\$	258,686.00		SEPTEMBER 2012
PENN STATE SCHUYLKILL - CLASSROOM BUILDING ELEVATOR					
OWNER: PENN STATE UNIVERSITY/PHYSICAL PLANT BUILDING, UNIVERSITY PARK, PA 16802		\$	285,876.00		OCTOBER 2012
RENOVATION OF SACRED HEART CENTER					
OWNER: MUNICIPAL AUTHORITY OF HAZLE TOWNSHIP - P.O. BOX 502, HARLEIGH, PA 18225		\$	227,000.00		JANUARY 2013
RENOVATE HILLTOP WEST WARD 7 AT CLARKS SUMMIT STATE HOSPITAL					
OWNER: DEPARTMENT OF GENERAL SERVICES-18TH AND HERR STS., HARRISBURG, PA 17125		\$	157,112.00		JANUARY 2013
OLD SCIENCE HVAC SYSTEM IMPROVEMENT - HVAC CONSTRUCTION					
OWNER: BLOOMSBURG UNIVERSITY - 400 EAST SECOND STREET, BLOOMSBURG, PA 17815		\$	260,665.00		JUNE 2013
PRACTICAL NURSING SUITE & DATE CENTER RENOVATION					
HVAC CONTRACT WORK		\$	221,050.00		AUGUST 2013
PLUMBING CONTRACT WORK		\$	55,662.00		
OWNER: WILKES-BARRE CAREER & TECHNICAL CENTER - 350 JUMPER ROAD, PLAINS TWP., PA 18705					
PNC BANK MAHONING VALLEY BRANCH RENOVATIONS					
OWNER: PNC BANK, NATIONAL ASSOCIATION - 201 PENN AVENUE, SCRANTON, PA 18503		\$	109,220.00		JANUARY 2014
MINERS BANK HAZLETON BRANCH RENOVATION					
OWNER: MINERS BANK - 431 DOWDENTOWN ROAD, MINERSVILLE, PA 17954		\$	115,555.00		JANUARY 2014
OWNER'S CONTACT: MR. PAUL SPIEGEL					

ARCHITECT: HEMMLER + CAMAYD ARCHITECTS - 409 LACKAWANNA AVE., 4TH FLOOR, SCRANTON, PA 18503		
ARCHITECT'S CONTACT: MR. KENNETH RUBY, LEED, ASSOCIATE		PHONE: 570-961-1302 X 3004
TRESCROW ROAD BOOSTER PUMP STATION NO. 2 CONTRACT "A" GENERAL/MECH.		
OWNER: KLINE TOWNSHIP MUNICIPAL AUTHORITY - 76 SOUTH KENNEDY DRIVE, MCADOO, PA 18237	\$ 123,256.00	JUNE 2014
SERVICE ELECTRIC CABLEVISION - DELANO NEW BUILDING		
OWNER: SERVICE ELECTRIC CABLEVISION - 168 HAZEL STREET, DELANO, PA	\$ 984,000.00	AUGUST 2014
SCRANTON COMMONS MAIN DINING HALL - GENERAL CONSTRUCTION		
OWNER: BLOOMSBURG UNIVERSITY - 400 EAST SECOND STREET, BLOOMSBURG, PA 17815-1301	\$ 1,095,540.00	SEPTEMBER 2014
PLYMOUTH READINESS CENTER REHABILITATION - PLUMBING CONSTRUCTION		
OWNER: DEPARTMENT OF GENERAL SERVICES - 18TH & HERR STS., HARRISBURG, PA 17125	\$ 133,333.00	OCTOBER 2014
HAZLETON ONE COMMUNITY CENTER BUILDING RENOVATIONS		
OWNER: HAZLETON ONE COMMUNITY CENTER - 225 EAST 4TH STREET, HAZLETON, PA 18201	\$ 444,924.00	JANUARY 2015
PENN STATE UNIV.-WORTHINGTON CAMPUS ATHLETIC FIELD IMPROVEMENTS		
OWNER: PENN STATE UNIVERSITY	\$ 2,739,000.00	MAY 2015

MAJOR EQUIPMENT

1. JOHN DEERE 410C BACKHOE
2. BOBCAT LOADER/NEW HOLLAND TWO SIZES
3. BUCKET LIFTS – RAISE 500 LBS. TO 45/50 FEET HIGH
4. SELMA PLATFORM LIFT – RAISE 2000 LBS. TO 31 FEET HIGH
5. ELECTRIC STRATO-LIFTS – RAISE 350 LBS. TO 20 FEET HIGH
6. GENIE LIFTS – RAISE 650 LBS. TO 24 FEET HIGH
7. PROPANE POWERED FORKLIFTS – 6000 LB. CAPACITY
8. PICKUP TRUCKS – ½ TON CAPACITY
9. PICKUP TRUCKS WITH POWER LIFT GATE - 8 TON CAPACITY
10. DUMP TRUCK – 8 TON CAPACITY
11. STAKEBODY TRUCK WITH POWER LIFT GATE – 8 TON CAPACITY
12. ELECTRIC & GASOLINE WELDING MACHINES – 225 AMP TO 400 AMP
13. GMAW/FCAW/GTAW/SMAW WELDING EQUIPMENT
14. PLASMA CUTTERS
15. CORE DRILLS WITH DIAMOND BITS – DRILL UP TO 12" DIAMETER HOLES
16. PORTABLE AIR COMPRESSORS
17. 15 AND 30 HP CONCRETE SAWS – CUT TO 8" DEEP
18. PIPE THREADING EQUIPMENT – THREAD FROM 1/8" TO 6" PIPE
19. VICTAULIC PIPE GROOVING EQUIPMENT
20. T-DRILL SYSTEM FOR COPPER TUBING
21. MANY TYPES OF SCAFFOLDING AND LADDERS
22. MANY TYPES OF HAND-HELD POWER TOOLS AND BATTERY OPERATED
23. FULL LINE OF HILTI POWER ACTUATED AND ELECTRIC POWER TOOLS
24. BOSTITCH PNEUMATIC NAILING TOOLS

IN ADDITION TO THE ABOVE EQUIPMENT, OUR WHOLESALE SUPPLY HOUSE CARRIES SAFETY EQUIPMENT AND AN EXTENSIVE INVENTORY OF HARDWARE, TOOL, FIXTURES, PIPE, VALVES, FITTINGS, HANGERS AND SPECIALTIES. WE ARE THE HAZLETON AREA HILTI DISTRIBUTOR.

SIMILAR EXPERIENCE

- FIRST QUALITY NON-WOVENS
CONCRETE WORK
- AFSCME
CONCRETE PAD
- TOBYHANNA ARMY DEPOT
RENOVATE BUILDING 1A PHOTOFAB
EXCAVATION/CONCRETE/PLUMBING/HVAC
- HAZLE TOWNSHIP MUNICIPAL AUTHORITY
ADMINISTRATION BUILDING RENOVATION
- EAST UNION TOWNSHIP
FOUNDATION/CONCRETE/MASONRY REPLACEMENT
- MILLERSBURG AUTHORITY
GENERATOR PAD
- PENFORD – BERWICK PLANT
CONCRETE WORK
- GRAHAM PACKAGING
CONCRETE PAD
- GREIF BROTHERS
CONCRETE WORK
- PENN STATE SCHUYLKILL HAVEN
REMOVE AND REPLACE CONCRETE PORCH

CONTACT PERSONNEL

PRESIDENT

James G. Bognet, P.E.

Pennsylvania State University – 1970 B.S. Civil Engineering.

President and Sole Owner of Bognet, Inc. for ten (10) years.

Vice President/Part Owner for eighteen (18) years.

Estimator/Project Manager for ten (10) years.

Over forty (40) years experience in all phases of construction with particular emphasis on General / Mechanical / Plumbing / New Building Construction / Retrofit

PROJECT MANAGERS/ESTIMATORS – GENERAL CONSTRUCTION

YEARS AT BOGNET

Daniel Shellhamer – Project Manager / Estimator / Safety Coordinator
Sixteen (16) years experience in estimating and managing General and Mechanical projects.

16 years

PROJECT MANAGERS/ESTIMATORS – MECHANICAL CONSTRUCTION

Charles Gallagher – Project Manager / Estimator
Thirty (30) years experience in Industrial / Manufacturing Projects / Maintenance Manager

7 years

JOBSITE PERSONNEL – GENERAL CONSTRUCTION

Louis Vito – Superintendent – Carpenter
Over thirty three (33) years experience in all types of General Construction/
Manufacturing / Schools / Commercial / Pre-Engineered Buildings

33 years

Jeffrey Blasius – Superintendent – Carpenter
Over twenty (20) years experience in all types of General Construction

11 years

Randall Holdren – Superintendent – Carpenter
Over thirty (30) years experience in all types of General Construction.

11 years

JOBSITE PERSONNEL – MECHANICAL CONSTRUCTION

James Paulson – Superintendent – Plumber / Fitter / Certified Welder
Over thirty (30) years experience in all types of Mechanical Construction

26 years

Brian Witner – Superintendent – Plumber / Fitter / Certified Welder
Over thirty (30) years experience in all types of Mechanical Construction.
Manufacturing / Schools / Prisons / Process Piping

30 years

Louis Darraugh – Superintendent – Plumber / Fitter / Certified Welder
Over twenty six (26) years experience in all types of Mechanical Construction
Manufacturing / Schools / Prisons / Process Piping

25 years

INFORMATION SHEET

BOGNET, INC.

COMPANY NAME

BID REF. # (for P.O.)

1298 NORTH CHURCH STREET

ADDRESS (1)

ADDRESS (2)

HAZLE TOWNSHIP, PA 18202

CITY, STATE ZIP CODE

bognetinc@bognetinc.com

WEBSITE

570-454-2584

1111

570-454-7980

TELEPHONE NUMBER

EXTN.

FAX NUMBER

JAMES G. BOGNET

570-233-0796

CONTACT PERSON

MOBILE PHONE

jgbognet@bognetinc.com

E-MAIL ADDRESS

*(IF APPLICABLE) – For current &
future bid considerations*

Use your Grand Total amount to come with the required 10% bid bond or certified check amount. Any questions please contact Bob Krizansky at 570-459-3111 Ext. 3128.

If interested, please submit the requested information to:

Hazleton Area School District
c/o Mr. Anthony Ryba
1515 West 23rd Street
Hazle Township, PA 18202-1647

Bids are due no later than Tuesday, July 28, 2015 at 11:00 A.M.

**SEALED BIDS MUST BE MARKED "BID FOR HAZLETON AREA HIGH SCHOOL
FREEZER SITE IMPROVEMENTS PROJECT"**

NOTE: This bid, along with other additional bids and past bid results, could be printed off our website at the following addresses:

<http://www.hasdk12.org/webbids> (Addt'l Bids)

<http://www.hasdk12.org/bidtabs> (Past Bid Results)

HASD - Hazleton Area High School Freezer Site Improvements Project
PENAL SUM FORM

Project No. 30205.20

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Bognet, Inc.
1298 N. Church Street
Hazle Township, PA 18202

SURETY (Name and Address of Principal Place of Business):

Fidelity and Deposit Company of Maryland
1400 American Lane, Tower 1, 18th Floor
Schaumburg, IL 60196

OWNER (Name and Address):

Hazleton Area School District
1515 West 23rd Street
Hazle Township, PA 18202-1647

BID

Bid Due Date: July 28, 2015

Description (Project Name and Include Location): Hazleton Area High School Freezer Site Improvements Project - REBID

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): July 28, 2015

Penal sum Ten Percent of the Total Amount Bid

(Words)

\$ 10%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Bognet, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

JAMES G. BOGNET

Print Name

PRESIDENT

Title

Attest:

Signature

JOHN T. TRUSKY

ASST. SECRETARY

Title

SURETY

Fidelity and Deposit Company of Maryland

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Kelsey Leah Prentice

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Jennifer A. Gohn, Witness

Title

HASD – Hazleton Area High School Freezer Site Improvements Project
PENAL SUM FORM

Project No. 30205.20

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

HASD – Hazleton Area High School Freezer Site Improvements Project
PENAL SUM FORM

Project No. 30205.20

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

HASD – Hazleton Area High School Freezer Site Improvements Project
PENAL SUM FORM

Project No. 30205.20

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

HASD – Hazleton Area High School Freezer Site Improvements Project
AGREEMENT OF SURETY

Project No. 30205.20

(Note: This Agreement must be properly executed and must accompany the certified check or bid bond, whichever is furnished as proposal security).

AGREEMENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that we Fidelity and Deposit Company of Maryland, as Surety, a corporation existing under the laws of the State of Maryland and authorized to transact business in the Commonwealth of Pennsylvania, hereby agree to execute within the time limit specified in the Contract, the Bonds, in the forms and in the amounts required for to faithful performance and proper fulfillment of the Contract for the Hazleton Area High School Freezer Site Improvements Project - REBID on behalf of Bognet, Inc.

hereinafter called the Bidder, provided that the above Contract be awarded to the Bidder within sixty (60) days after the date of receipt of Bids; unless required approval of another government agency or funding source on uses delays, then, provided that the contract be awarded to the bidder within (120) days after the date of receipt of the bids; and the Surety further agrees that should the Surety, after notification of such award, omit or refuse to execute the required bonds, then the Surety shall pay to Hazleton Area School District, any difference between the total amount specified in said Bidder's proposal for the required work and the amount for which said Owner may procure the same work, if the latter amount be in excess of the former, and after deduction therefrom of payment made by reason of the forfeiture of the Proposal Security.

July 28, 2015

DATE

Fidelity and Deposit Company of Maryland

CORPORATE SURETY

CORPORATE SEAL

BY

Kelsey Leah Prentice

TITLE Kelsey Leah Prentice, Attorney-in-Fact

4999 Louise Drive, Suite 201, Mechanicsburg, PA 17055

BUSINESS ADDRESS

AS-1

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Timothy C. HOAGLAND, Brent D. HEADLEY, Joseph A. KOTULA, Jennifer A. GOHN, Kitty A. CASSELL and Kelsey Leah PRENTICE, all of Mechanicsburg, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 21st day of May, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
Secretary
Michael McKibben


Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 21st day of May, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28 day of July, 20 15.



Gerald F. Haley

Gerald F. Haley, Vice President