

## INFORMATION SHEET

Spotts Brothers Inc.  
COMPANY NAME

30205.20 Freezer Rebid  
BID REF. # (for P.O.)

42 Berger St.  
ADDRESS (1)

\_\_\_\_\_  
ADDRESS (2)

Schuylkill Haven, PA 17972  
CITY, STATE ZIP CODE

N/A

\_\_\_\_\_  
WEBSITE

570-385-1047  
TELEPHONE NUMBER

\_\_\_\_\_  
EXTN.

570-385-5647  
FAX NUMBER

William R. Spotts  
CONTACT PERSON

N/A

\_\_\_\_\_  
MOBILE PHONE

office@spottsbrothers.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)**

Spotts Brothers 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 After the commencement of opening of Bids, no Bid may be withdrawn during the period specified for the holding of Bids as hereinafter set forth, except as provided in Pennsylvania Act 4 of 1974, P.L. 9, relating to withdrawal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
NONE	

- (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 REQUIRMENTS  
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, 2015.

State Contractor License No. PA013165. (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: \_\_\_\_\_

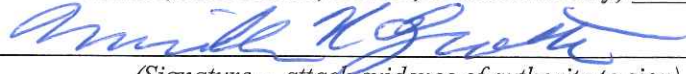
Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Corporation**

Corporation Name: Spotts Brothers Inc. (SEAL)

State of Incorporation: Pennsylvania

Type (General Business, Professional, Service, Limited Liability): General Contractor

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

Name (typed or printed): William R. Spotts

Title: President

Attest  (CORPORATE SEAL)  
Linda Spotts, (Signature of Corporate Secretary)

Secretary  
Business address: 42 Berger St. Schuylkill Haven, PA 17972

Phone No.: 570-385-1047 FAX No.: 570-385-5647

Date of Qualification to do business is 3-5-79



**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:

(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**

Project No. 30205.20

Item No.	Quantity	Item Title	Unit Price in Words	Unit Price (\$)	Total Amount (\$)
BASE BID					
A	1 LS	Site Demolition	THIRTEEN THOUS ONE HUND FIFTY ZERO Dollars Cents	13,150.00	13,150.00
B	1 LS	Site Construction	FIFTY FOUR THOUS SEVEN HUND FIFTY ZERO Dollars Cents	54,750.00	54,750.00
SIXTY SEVEN THOUSAND NINE HUNDRED 00/100				Total Base Bid Price	67,900.00


BID BOND

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

BIDDER (Name and Address):  
Spotts Brothers Inc.

42 Berger St.

Schuylkill Haven, PA 17972

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

The Ohio Casualty Insurance Company

62 Maple Avenue, Keene, NH 03431

OWNER (Name and Address):  
Hazleton A.S.D.

1515 West 23rd St.

Hazle Township, PA 18202-1647

BID

Bid Due Date: 7-28-15

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

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): 7/28/2015

Penal sum Ten Percent of Total Bid Amount

(Words)

\$ 10% of bid

(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

Spotts Brothers Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

William R. Spotts

Print Name

President

Title

Attest:

Signature

Linda Spotts, Secretary

Title

SURETY

The Ohio Casualty Insurance Co.

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Jane B. Frost

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Witness

Title



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

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**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.*

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.

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



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6117439

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bernadette Ankenbrandt; Bruce S. Krammes; Debra A. Schnerring; Frank Dumbleton IV; Jane B. Frost; Robert W. Seltzer; Steven A. Stramara

all of the city of SCHUYLKILL HAVEN, state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of May, 2013.



STATE OF WASHINGTON ss  
COUNTY OF KING

On this 8th day of May, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 28 day of July, 2015.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**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 The Ohio Casualty Insurance Co., as Surety, a corporation existing under the laws of the State of New Hampshire 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 A.S.D. - Freezer Site Improvements on behalf of Spotts Brothers 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 The 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.

7/28/2015  
**DATE**

The Ohio Casualty Insurance Company  
**CORPORATE SURETY**

**CORPORATE SEAL**

**BY**

Jane B. Frost  
**TITLE** Jane B. Frost, Attorney-in-Fact

950 East Main St., Ste 201, Schuylkill Haven, PA 17972  
**BUSINESS ADDRESS**



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6117440

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bernadette Ankenbrandt; Bruce S. Krammes; Debra A. Schnerring; Frank Dumbleton IV; Jane B. Frost; Robert W. Seltzer; Steven A. Stramara

all of the city of SCHUYLKILL HAVEN, state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of May, 2013.



STATE OF WASHINGTON ss  
COUNTY OF KING

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

On this 8th day of May, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 28 day of July, 2015.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



NON-COLLUSION AFFIDAVIT

STATE OF Pennsylvania  
COUNTY OF Schuylkill  
Contract \_\_\_\_\_

I state that I am President of Spotts Brothers 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) Spotts Brothers 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 Spotts Bros. Inc. understands and acknowledges that the above  
[Name of my Firm]  
representations are material and important, and will be relied on by H.A.S.D. 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 H.A.S.D. of the true facts relating to the submission of bids for this contract.

William R. Spotts, President  
[Name and Company Position]

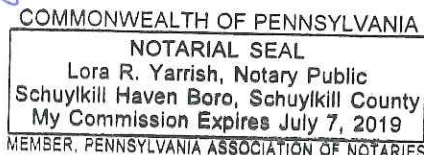
[Signature] 7/28/15  
[Date]

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 24<sup>th</sup> DAY OF July, 2015

William R. Spotts, President

Notary Public  
(SEAL)

My Commission Expires:



**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.  
Spotts Brothers Inc.
2. Permanent main office address.  
42 Berger St. Schuylkill Haven, PA 17972
3. When organized.  
March 5, 1979
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?  
35 Years
6. Contracts on hand: (schedule, showing amount of each contract and the appropriate anticipated dates of completion.)  
See Attached
7. General character of work performed by your company.  
General Construction – Roofing, Labor, Carpentry
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.  
See Attached
11. List your major equipment available for this contract?  
See Attached
12. Experience in construction work similar in importance to this project.  
See Attached
13. Background and experience of the principal members of your organization, including the officers.  
See Attached
14. Credit available: (\$ See Attached )
15. Give Bank references.  
See Attached
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 28<sup>th</sup> day of July, 20 15.

Spotts Brothers Inc.

(Name of Bidder)

By: William R. Spotts

Title: William R. Spotts, President



**CONTRACT BOND  
UNDERWRITING MEMORANDUM**

SPOTTS BROTHERS, INC.  
42 Berger St., Schuylkill Haven, PA 17972

Description Bonded Work		Original Contract	%	Amount
	20-Jul-15	Price	Complete	Uncompleted
* AVOCA BOROUGH GC		\$671,800.00	0%	\$671,800.00
* AVOCA BOROUGH ELECTRIC		\$106,700.00	0%	\$106,700.00
Berks County Annex Exterior Renovations GC		\$219,000.00	100%	\$300.00
Bloomsburg University Painting		\$162,400.00	77%	\$38,034.00
Branchdale & Newtown Park Playground		\$37,042.37	0%	\$37,042.37
Carbondale Housing Electrical Bathrooms		\$23,795.00	34%	\$15,795.00
Clarks Summit PENNDOT Stockpile Roof		\$138,800.00	18%	\$113,800.00
DGS Wernersville Roof		\$190,900.00	99%	\$1,900.00
DGS F.Slocum State Park GEOTHERMAL		\$184,500.00	1%	\$182,500.00
East Side Park White Haven		\$56,444.60	1%	\$55,744.60
Exeter Township ADA		\$74,800.00	1%	\$74,000.00
Hazleton School Dist EIFS & Caulking		\$81,735.00	1%	\$80,918.00
Hazleton Housing Vine West Masonry & Dumpster Pads		\$169,432.50	1%	\$167,742.50
Hellertown Garage		\$54,460.00	99%	\$460.00
Joint Munci WYOMISSING Valley GC		\$123,941.00	0%	\$123,941.00
Joint Munci WYOMISSING Valley ELECTRIC		\$7,961.00	0%	\$7,961.00
Kidder Township HVAC		\$69,930.00	98%	\$1,381.00
Kutztown Boro Park-GC,EC,MC		\$137,075.00	99%	\$1,075.00
Luzerne 3 Sites Shingles		\$656,670.00	100%	\$670.00
Luzerne Townhouse		\$1,188,000.00	59%	\$488,000.00
Nanticoke Housing ELECTRICAL		\$17,687.00	40%	\$10,687.00
North Coventry Elem School (Owen Robert School Dist)		\$1,261,000.00	56%	\$561,000.00
Pine Grove School Vestibule		\$141,550.00	1%	\$140,150.00
Phoenixville Chester County		\$55,950.00	95%	\$2,950.00
Ralpho Township Channel Improvements		\$31,907.00	2%	\$31,407.00
Schuylkill County Offices HVAC		\$264,000.00	1%	\$261,400.00
Susquenita School Dist Electrical		\$580,400.00	27%	\$422,176.00
Tamaqua Readiness Center DGS		\$993,300.00	58%	\$414,300.00
* Wernersville Electric Lighting Protection		\$130,300.00	0%	\$130,300.00
* Wernersville 3 Building ROOFING		\$899,800.00	0%	\$899,800.00
		<b>Total Bonded Uncompleted Work</b>		<b>\$5,043,934.47</b>

\* Denotes Contract Pending

Description Non-Bonded Work		Original Contract	%	Amount
		Price	Complete	Uncompleted
Berks Montgomery Control Building Roof & Exhaust Fan		\$21,160.00	90%	\$2,160.00
Boguet Pedestrian Overpass		\$76,000.00	86%	\$11,000.00
Dillon Center/Staples/Bloomsburg		\$139,265.00	90%	\$13,265.00
* Gordon Food		\$44,800.00	0%	\$44,800.00
Fairlane Village Mall		\$118,463.00	100%	\$463.00
Kutztown Univeristy Old Main Room		\$11,455.00	0%	\$11,455.00
MB Ashland Hospital		\$209,690.00	1%	\$207,690.00
Mangat Dentristry		\$126,560.00	0%	\$126,560.00
Millersburg Middle School Perrotto		\$35,000.00	0%	\$35,000.00
Wickersham Lancaster N Pump Station Roof		\$107,000.00	0%	\$107,000.00
		<b>Total Non-Bonded Uncompleted Work</b>		<b>\$559,393.00</b>
		<b>Total Combined</b>		<b>\$5,603,327.47</b>

Remarks

\* Denotes Contract Pending

Approved

Date



**SPOTTS BROTHERS, INC.**

42 Berger St. Schuylkill Haven, PA 17972

Phone: 570-385-1047 Fax: 570-385-5647

[office@spottsbrothers.com](mailto:office@spottsbrothers.com)**CURRENT/COMPLETED PROJECTS 2015**

<b><u>Client/Owner</u></b>	<b><u>Description/Amount</u></b>	<b><u>Completion</u></b>	<b><u>Contact</u></b>	<b><u>Phone</u></b>
Owen J. Roberts School District 901 Ridge Road Pottstown, PA 19465	North Coventry Elementary Metal Roof – ATAS \$1,261,000.00	Current	William Johnson Roof Consultant	610-637-2148
Susquenita School District 1725 Schoolhouse Road Duncannon, PA 17020	Electrical Renovations \$580,000.00	Current	Kevin Sowers Consulting Engineer	717-845-7654
Luzerne County Housing Authority 250 First Street Kingston, PA 18704	Shingle Roof Replacement Various Locations \$656,670.00	Current	David Fagula Executive Director	570-287-9661
Luzerne County Housing Authority 250 First Street Kingston, PA 18704	Townhomes – General Construction \$ 1,188,000.00	Current	David Fagula Executive Director	570-287-9661
Department of Gen. Services 18 <sup>th</sup> & Herr Streets Harrisburg, PA 17125	Wernersville State Hospital Roof Replacement – Carlisle TPO-Adhered \$189,100.00	Current	David Shultz DGS	610-871-0233
Department of Gen. Services 18 <sup>th</sup> & Herr Streets Harrisburg, PA 17125	Tamaqua Readiness Center General Construction \$965,300.00	Current	David Shultz DGS	610-871-0233

# Completed Projects 2015

2 County of Schuylkill 401 North Second Street Pottsville, PA 17901	Schuylkill County Office Renov. HVAC Construction \$264,000.00	Current	Rick Yutko-Engineer 570-622-4550 Lisa Mahall 570-628-1213 County Engineer & R.E. Director
Reilly Township Spruce Street Branchdale, PA 17923	Branchdale & Newtown Park Imprv. Playgrounds \$37,042.37	Current	Dan Cook 570-622-4055 Project Engineer
Pact Two, LLC 554 Route 31 PO Box 74 Ringoes, NJ 08551-0074	Limerick Public Works Facility General Construction \$143,424.80	Current	Samantha Shank 908-531-5506 Project Manager
Kutztown Borough 45 Railroad St. Kutztown, PA 19530	Kutztown Park Improvements Electrical Construction \$10,625.00	Current	Ann Yost 717-812-9959 Architect
Kutztown Borough 45 Railroad St. Kutztown, PA 19530	Kutztown Park Improvements General Construction \$92,600.00	Current	Ann Yost 717-812-9959 Architect
Kutztown Borough 45 Railroad St. Kutztown, PA 19530	Kutztown Park Improvements HVAC Construction \$33,850.00	Current	Ann Yost 717-812-9959 Architect
L & K Construction Inc. 1 Field of Dreams Drive Pottsville, PA 17901	Wyomissing Prof. Center Roof Metal Roof – Firestone \$126,900.00	Current	Kevin Fanelli 570-640-1376 L & K Construction
Kutztown University PO Box 730 Kutztown, PA 19530	Interior/Exterior Painting \$100,000.00	Current	Craig Kleinsmith 610-683-4602 Kutztown University

## 3

Nanticoke Housing Authority 1 East Green St. Nanticoke, PA 18634	Nanticoke Towers Security/Electrical Construction \$17,687.00	Current	Peter Ball Nanticoke Housing	570-735-1110
Kidder Township State Route 1003 10 Lake Harmony Rd. Lake Harmony, PA 18624	Municipal Building Renovations HVAC Construction \$69,930.00	Current	David Walasavage Architect	570-366-9534
Exeter Township 2305 State Route 92 Harding, PA 18643	Exeter ADA Improvements General Construction \$74,800.00	Current	Emil Jarolen Architect	570-823-4712
Ralpho Township 206 S. Market Street Elysburg, PA 17824	Channel Improvements Site Work/General Construction \$31,907.00	Current	Justin Keister Site Engineer	570-244-3477
DCNR Bureau of Facility Design Constr. 2808 Three Mile Run Road Perkasie, PA 18944	Frances Slocum State Park HVAC Construction \$184,500.00	Current	Jason Horst DCNR	215-453-5030
RE Locators & Consultants 770 Route 220, Suite 1 Muncy Valley, PA 17758	Dillon Center – Staples Firestone Roof \$139,265.00	Current	Robert Wheeland R.E. Locators & Consultants, LLC	570-482-2222
East Side Borough 100 N. Sheaman Road White Haven, PA 18661	East Side Park Improvements Playground/General Construction \$56,444.60	Current	Dan Cook Project Engineer	570-622-4055
Municipality of Kingston 500 Wyoming Avenue Kingston, PA 18704	W. Vaughn & Schuyler Avenue Playground \$24,784.00	Current	Terry Ostrowski Borton-Lawson	570-821-1994



# Completed Projects 2015

4 Department of Gen. Services 18 <sup>th</sup> & Herr Streets Harrisburg, PA 17125	Clarks Summit-Firestone Roof Garage/Office Roof Replacement \$138,800.00	Current	John Young MKSD Architects David Jackson DGS	610-366-2081 570-499-2953
Lower Dauphin School District 291 East Main St. Hummelstown, PA 17036	Middle School Field House HVAC Construction \$119,000.00	January 2015	David Marshall LDSD-Supervisor of Maintenance	717-566-5305
Muhlenberg Township 5401 Leesport Ave. Temple, PA 19560	Municipal Building Electrical Construction \$633,400.00	January 2015	James M. Linske Architect	215-795-2400
Muhlenberg Township 5401 Leesport Ave. Temple, PA 19560	Municipal Building HVAC Construction \$358,000.00	January 2015	James M. Linske Architect	215-795-2400
Orwigsburg Borough 201 North Warren St. Orwigsburg, PA 17961	Community Memorial Hall Renov. Metal Roof Construction \$211,600.00	January 2015	Greg Stewart Project Manager	570-622-4055
Borough of Freeland 711 Birkbeck St. Freeland, PA 18224	Municipal Auth. Bldg. Renovation Plumbing Construction \$20,700.00	January 2015	Kimberly Rosentel Project Manager	570-822-4141
County of Berks 633 Court St. 13 <sup>th</sup> Floor Reading, PA 19601	Berks Heim Make-Up Air Systems HVAC Construction \$211,120.00	February 2015	Diane Edwards County of Berks	610-396-0310
Berger Construction Co. 1934 State Route 940 PO Box 239 Freeland, PA 18224	Freeland Municipal Bldg. Renov. Firestone EPDM Roof \$43,120.00	February 2015	James Butler Project Manager	570-636-2667

# Completed Projects 2015

5 Pact Two, LLC 5554 Route 31 P.O. Box 74 Ringoes, NJ 08551	Oxford 3 Bldgs.-Metal Roofs Metal Roofing Contruction (Emergency Attic Access - \$2,147.00) \$540,000.00	June 2015	Samantha Shank Project Manager	908-531-5506
Schuylkill Country Club 877 W. Market Street Orwigsburg, PA 17961	Patio/Kitchen/Bath Renovations General Construction \$307,067.54	June 2015	SCC Manager	570-366-2065

# SPOTTS BROTHERS, INC.

42 Berger Street  
Schuylkill Haven, PA 17972

Telephone: 570-385-1047

Fax #: 570-385-5647

[office@spottsbrothers.com](mailto:office@spottsbrothers.com)

## OWNED EQUIPMENT LIST

\*\*\*\*\*

1 CATERPILLAR 257B LOADER  
6 FORKLIFTS  
4 PICKUP TRUCKS  
4 DUMP TRUCKS  
1 UTILITY BOX TRUCK  
1 MERCEDES SPRINTER  
1 TRAILERS  
100 SETS OF SCAFFOLDING  
MISCELLANEOUS POWER TOOLS  
TAG-A-LONG COMPRESSOR WITH JACK HAMMERS  
CON. GILOTENE BREAKER  
GENERATORS  
WELDERS  
TABLE SAWS  
VARIOUS LARGE & SMALL TOOLS FOR ANY PROJECT

Cat 953 Track Loader 36,000 lb.

Cat 267 Track Loader 12,000 lb.

3 Excavators 12,000 to 40,000 lb.

Case 580 TLB

3 Dump Trucks 28,000 lb to 73,280 lb

Related support equipment, job trailers, equipment trailers and compaction equipment demolition hammers.



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[office@spottsbrothers.com](mailto:office@spottsbrothers.com)

SPOTTS BROTHERS, INC.  
42 Berger Street  
Schuylkill Haven PA 17972

Experience and Corporate Officers  
EIN# 23-2095430 (S Corp.)  
PA LICENSE # PA013165  
Commonwealth of PA SAP Vendor # 123572  
Firestone License # 04325  
Incorporated: 3/5/79 in PA (685551)  
Employees: 25

### **Experience**

41 Years' Experience in the General Contracting Business  
And MEP Construction

### **Officers**

William R. Spotts, President – 50%  
Glenn A. Spotts, Vice-President – 50%  
Linda Spotts, Secretary  
Debra Spotts, Treasurer



May 27, 2015

Ohio Casualty  
Hamilton, Ohio

RE: Spotts Brothers, Inc. & Spotts Brothers Construction

To Whom It May Concern,

Please be advised that our bank has open working capital lines of credit for Spotts Brothers, Inc. [for \$1 million] and for related Spotts Brothers Construction [for \$275,000].

The lines have been handled in a highly satisfactory manner since their inception several years ago. Both lines are currently available for advances as may be desired by the respective companies.

Both lines are subject to annual renewal based upon the bank's receipt and review of current financial information and next mature June 30, 2016.

Please call me at (570) 385-6772 with any questions in this regard. Thank you for your consideration on behalf of our valued client.

Cordially,

A handwritten signature in cursive script that reads "Wayne Lutsey".

Wayne Lutsey  
Vice President  
Commercial Banking