



**PURCHASE ORDER NUMBER
46765-0-MC**

This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Terms: Net 10
FOB:
ORIGINAL

Date: 10/01/2009

COUNTY OF MONTGOMERY
PURCHASING DEPARTMENT
PO BOX 311
NORRISTOWN, PA 19404-0311
Phone - (610) 278-3037

Vendor:

101698-1
LANE ENTERPRISES INC
377 CROOKED LANE
KING OF PRUSSIA PA 19406-0000

Ship To:

ROADS AND BRIDGES NORRISTOWN
ONE MONTGOMERY PLAZA 6TH FL
SWEDE & AIRY STREETS
NORRISTOWN PA 19401

INVOICE SAME AS SHIPPING

QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
21,478.38	EA	<p>Deliver on October 1, 2009 unless specified by line Purchase Order Currency: Dollars Invoice by mail Process Level: CNTY</p> <p>STRUCTURAL PLATE ARCH Bridge #229, Eleventh St.</p> <p>Purchase Order Summary Goods Total: \$21,478.38 Order Total: \$21,478.38</p> <p>FABRICATION AND DELIVERY OF TWO (2) STEEL BRIDGE SUPPORT ARCHES AND STRUCTURAL REINFORCEMENT STEEL FOR THE COUNTY'S REPAIR OF THE ELEVENTH STREET BRIDGE OVER MACOBY CREEK IN NEW HANOVER TOWNSHIP, FOR THE ROADS AND BRIDGES DEPARTMENT, ONE MONTGOMERY PLAZA, SUITE 613, SWEDE & AIRY STREETS, NORRISTOWN, PA.</p> <p>ALL IN STRICT ACCORDANCE WITH SPEC. #66282-6014-FTS/smw</p> <p>PER COMMISSIONERS RESOLUTION C.343 DATED AUGUST 20, 2009</p> <p>SCHEDULE #1 TWO (2) STEEL ARCHES AS REFERENCED BY SHEETS 12, 13, 14 AND 15 OF THE DRAWINGS \$10,739.19</p> <p>PROMPT PAYMENT DISCOUNT TERMS NET 30</p>	1.00	21,478.38
<p>Total Amount:</p>				\$21,478.38

MONTGOMERY COUNTY COMMISSIONERS
Per F. Thomas Snyder - Chief Procurement Officer

Sp #66282-6014-FTS/smw
P.O. #46765-0-MC
COUNTY OF MONTGOMERY, PENNSYLVANIA

CONTRACT FOR GOODS (EQUIPMENT, APPARATUS, ARTICLES, VEHICLES OR PARTS THEREOF, MATERIALS, SUPPLIES AND ALL OTHER TANGIBLE PERSONAL PROPERTY) PURCHASED BY THE BIDDING PROCESS

This Agreement, made this 1st day of October A.D. 2009
Between the COUNTY OF MONTGOMERY, Pennsylvania, hereinafter called Party of
the First Part,

and LANE ENTERPRISES, INC., a Corporation, with principal place of business at 377
Crooked Lane, King of Prussia, PA 19406

hereinafter called Party of the Second Part.

WITNESSETH, that the said Party of the Second Part, for and in consideration of the payments hereinafter specified and agreed to be made by the Party of the First Part to the said Party of the Second Part, hereby covenants and agrees to and with the said Party of the First Part, to furnish and deliver all goods required to be furnished and delivered, being: Fabrication and delivery of two (2) steel bridge support arches and structural reinforcement steel for the County's repair of the Eleventh Street Bridge over Macoby Creek in New Hanover Township for the Roads and Bridges Department, One Montgomery Plaza, Suite 613, Swede & Airy Streets, Norristown, PA 19404, all in strict accordance with specification #66282-6014-FTS/smw, and

in strict and exact accordance with the bid, specifications and standard contract requirements, which said bid, specifications and standard contract requirements are hereby made a part of this Agreement by reference thereto as fully to all intents and purposes and to the same extent as though herein set out at length. -

It is further agreed that in case any of the said goods furnished and delivered under this contract are rejected by the authorized or proper County Agent as unsuitable or unfit, such goods so rejected shall be removed at once by the said Party of the Second Part, and other goods of the proper kind and quality, and fully up to the requirements of this contract, furnished in place thereof, to the satisfaction of County Agent, at the cost and expense of the said Party of the Second Part; provided, however, that in the event Party of

the Second Part fails, neglects, or refuses to furnish the replacement therefore within sixty (60) days after receipts of written request so to do, County may purchase said replacements and Party of the Second Part agrees to be liable for costs thereof.

The remedies herein provided shall be in addition to and not in substitution of the rights and remedies which would otherwise be vested in the Party of the First Part under the terms of this Agreement, including those contained in the bid, specifications and standard contract requirements, all of which rights and remedies are specifically reserved by the Party of the First Part.

Party of the Second Part shall at the time of execution of this contract give such security as shall be required by the County Commissioners to insure Performance of Contract, compliance with Warranties and Guarantees of Party of Second Part, and Maintenance of said equipment, where provided by specifications.

It is agreed that this contract shall not be sublet as a whole nor shall any part thereof be assigned or transferred and that no payment, or part payment, which may accrue hereunder shall be assigned. The said Party of the Second Part avers and represents that no such assignment or transfer of said contract has ever been made and that no payment or part payment, which may accrue hereunder, has ever been assigned. It is understood that said averment and representation is a material inducement to the execution of this Agreement by the Party of the First Part.

In consideration of the premises, the said Party of the First Part hereby agrees to pay to the Party of the Second Part for the said goods, the sums or prices set forth in the bid, specifications and standard contract requirements incorporated herein and made a part hereof by reference thereto.

The Party of the Second Part agrees to accept checks in payment as cash.

It is further distinctly understood and agreed that the total amount to be paid for the said goods to be supplied under this contract shall in no event exceed the sum of TWENTY ONE THOUSAND FOUR HUNDRED SEVENTY EIGHT and 38/100...(\$21,478.38) DOLLARS

Schedule #1

Two (2) steel arches as referenced by sheets 12, 13, 14, and 15 of the drawings - \$10,739.19 ea.

The term "Party of the Second Part", as used in this Agreement, shall be construed to include both singular and plural, and shall be deemed to include each and every of the individuals, co-partnerships and corporations specifically named above and there

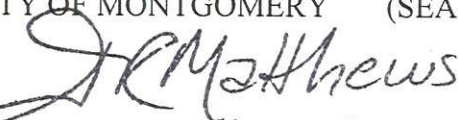
The parties hereto bind themselves, their heirs, executors, administrators and successors for the faithful performance of this Agreement.

Attest

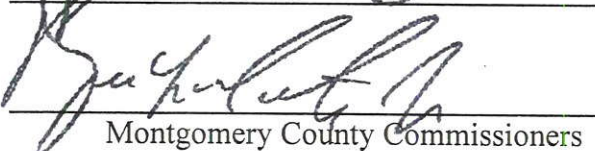
COUNTY OF MONTGOMERY (SEAL)



Chief of Clerk

By 


Joseph M. Hoegel




Montgomery County Commissioners

Signed, Sealed and Delivered
in the Presence of:

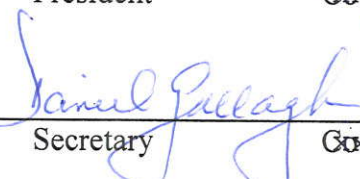
LANE ENTERPRISES, INC.,
a Corporation (SEAL)

(x) By 

President ~~Cox Partner~~

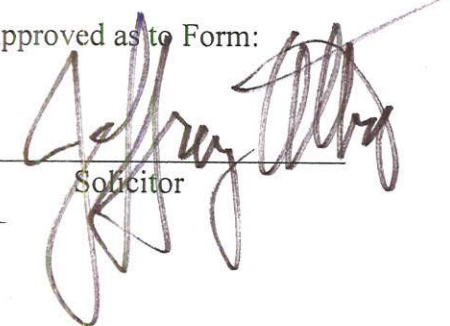
(x) 

Witness to Principal

(x) 

Secretary ~~Cox Partner~~

Approved as to Form:



Solicitor

PERFORMANCE BOND

BOND#B10011334

KNOW ALL MEN BY THESE PRESENTS, LANE ENTERPRISES, INC., A Corporation, with principal place of business at 377 Crooked Lane, King of Prussia, PA 19406 as PRINCIPAL, and Aegis Security Insurance Company, Pennsylvania, as SURETY, are held and firmly bound unto COUNTY OF MONTGOMERY, Pennsylvania, and its successors and assigns, as OBLIGEE, in the sum of TEN THOUSAND SEVEN HUNDRED THIRTY NINE and 19/100 (\$10,739.19) DOLLARS, lawful money of the United States of America, for which payment well and truly to be made, we and each of us, have hereunto and do hereby firmly bind ourselves, our heirs, personal representatives, successors and assigns.

WHEREAS, Principal herein has entered into a contract or agreement in writing with COUNTY OF MONTGOMERY, for Spec. #Steel Bridge Repair Components, whereby Principal did obligate itself to furnish all materials, equipment, goods and labor necessary to, in a complete and workmanlike manner, do said work, as in said contract or agreement in writing more fully set forth, the same being fully incorporated herein by reference with the same force and effect as if fully copied herein.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal shall well and truly do and perform all those things which he did by said written contract or agreement obligate himself to do, and shall in all respects comply with the said recited contract, then this obligation shall be void and of no effect. Otherwise to be and remain in full force and virtue.

IN WITNESS WHEREOF the PRINCIPAL and SURETY have caused this instrument to be duly executed and sealed in their and each of their behalves, this 9th day of * , A.D. 2009 *September

Witness:

LANE ENTERPRISES, INC.,

a Corporation.

Janet Gallagher (SEAL)
(Principal)

(x) Mary D. Orner
(Witness to Principal)

(x) By: Philip X. Galt
(President) (Co-President)

(x) Patricia T. Bond
(Witness to Surety)

Aegis Security Insurance Company
(Surety)
(x) By: Nancy Nigro
(Attorney-in-Fact)
Nancy Nigro

A circular seal for the Aegis Security Insurance Company. The outer ring contains the text "AEGIS SECURITY INSURANCE COMPANY" at the top and "PENNSYLVANIA" at the bottom, separated by a small star on the right. In the center, the words "CORPORATE SEAL" are arched over the year "1977".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/08/2009

PRODUCER MARSH USA, INC. ATTN: RAFFLES - FAX 313-393-6950 600 RENAISSANCE CENTER, STE. 2100 DETROIT, MI 48243 Attn: RAFFLES 26067-00041-RAFF-09/10 BRIDG		THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED LANE ENTERPRISES, INC. 3905 HARTZDALE DR. SUITE 514 CAMP HILL, PA 17011		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: American Zurich Insurance Co.	
		INSURER B:	
		INSURER C: Zurich American Insurance Company	16535
		INSURER D:	
		INSURER E:	

COVERAGES

3

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
C		GENERAL LIABILITY	GLO6510226	04/01/2009	04/01/2010	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		<input checked="" type="checkbox"/> PER PROJECT AGG. WHERE REQUIRED BY CONTRACT				PERSONAL & ADV INJURY	\$ 1,000,000
		GENERAL AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
C		AUTOMOBILE LIABILITY	BAP6510225	04/01/2009	04/01/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC6510223	04/01/2009	04/01/2010	<input checked="" type="checkbox"/> WC STATUS- TORY LIMITS	OTH- ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N				E.L. EACH ACCIDENT	\$ 500,000
		(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: REPAIR OF THE ELEVENTH STREET BRIDGE OVER MACOBY CREEK IN NEW HANOVER TOWNSHIP FOR THE ROADS & BRIDGES DEPT, ONE MONTGOMERY PLAZA, SUITE 613, SWEDE & AIRY STREET, NORRISTOWN, PA - SPECIFICATION #66282-6014-FTS/SMW. PHYSICAL DAMAGE - COMP: \$1,000 TRACTORS, \$250 ALL OTHERS; COLL: \$1,000 TRACTORS, \$500 ALL OTHERS. WORKERS' COMPENSATION DOES NOT APPLY TO MONOPOLISTIC STATES (ND, OH, WA AND WY), PUERTO RICO OR THE VIRGIN ISLANDS.

CERTIFICATE HOLDER

CHI-002656557-01

CANCELLATION

COUNTY OF MONTGOMERY
PURCHASING DEPT.
P.O. BOX 311
NORRISTOWN PA 19404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
John C Hurley

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL INFORMATION

CHI-002656557-01

DATE (MM/DD/YY)

09/08/2009

PRODUCER

MARSH USA, INC.
ATTN: RAFFLES - FAX 313-393-6950
600 RENAISSANCE CENTER, STE. 2100
DETROIT, MI 48243
Attn: RAFFLES

26067 -00041-RAFF-09/10

BRIDG

INSURERS AFFORDING COVERAGE**NAIC #****INSURED**

LANE ENTERPRISES, INC.
3905 HARTZDALE DR. SUITE 514
CAMP HILL, PA 17011

INSURER F:

INSURER G:

INSURER H:

INSURER I:

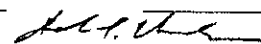
TEXT

"THE CONTRACTOR SHALL ALSO DEFEND, INDEMNIFY AND HOLD HARMLESS MONTGOMERY COUNTY FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, JUDGEMENTS AND DEMANDS WHATSOEVER, INCLUDING BUT NOT LIMITED TO COSTS, LITIGATION EXPENSES, COUSEL FEES AND LIABILITIES WITH RESPECT TO, INJURY TO, OR DEATH OF, ANY PERSON OR PERSONS WHATSOEVER OR DAMAGE TO PROPERTY OF ANY KIND BY WHOMSOEVER OWNED, ARISING OUT OF OR CAUSED BY THE ACTS OR OMISSIONS OF THE CONTRACTOR, ANY SUBCONTRACTOR, OR ANY OTHER PERSON DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANY OF THEM, WHILE ENGAGED IN THE PERFORMANCE OF THE WORK OR ANY ACTIVITY ASSOCIATED THEREWITH OF RELATED THERETO."

CERTIFICATE HOLDER

COUNTY OF MONTGOMERY
PURCHASING DEPT.
P.O. BOX 311
NORRISTOWN, PA 19404

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
John C Hurley



FROM LANE ENTERPRISES, INC.

377 CROOKED LANE

KING OF PRUSSIA, PA 19406

**MAIL TO:
MONTGOMERY COUNTY CONTROLLER
425 SWEDE STREET
ONE MONTGOMERY PLAZA, SUITE 508
P. O. BOX 311
NORRISTOWN, PA 19401**

PROPOSAL ON _____

STEEL BRIDGE REPAIR COMPONENTS

SPECIFICATION NO. 6014

AWARDED
P.O. #46765-0-ME

SPECIFICATIONS
FOR
STEEL BRIDGE REPAIR COMPONENTS

Montgomery County Commissioners
Court House
Norristown, Pennsylvania

James R. Matthews, Chairman
Joseph M. Hoeffel III
Bruce L. Castor, Jr.

Chief Operating Officer/Chief Clerk
Robert W. Graf

Solicitor
Barry M. Miller

Controller
Diane Morgan

Chief Procurement Officer
F. Thomas Snyder
610-278-3037

Director of Roads and Bridges
Donald Colosimo
610-278-3613

Official correspondence will be addressed to:

Company: LANE ENTERPRISES, INC.

Contact: WILLIAM W. BROWN

Title: PLANT MANAGER

Address: 377 CROOKED LANE

KING OF PRUSSIA PA Zip 19406

Telephone: 610-272-4531

Fax: 610-272-4295

E-mail Address: WBROWN@LANE-ENTERPRISES.COM

Federal ID No: 23-2383584

SPEC# 66282-6014-FTS/smw

Opening Date: July 30, 2009

PROPOSAL FORMSubmitted By LANE ENTERPRISES, INC
(Contractor's Name)Date 7-29-2009

To:
Commissioners of Montgomery County
Court House
Norristown, Pennsylvania

Gentlemen:

This proposal is submitted in accordance with your advertisement inviting proposals to be received for the project identified as:

To cover the fabrication and delivery of two (2) steel bridge support arches and structural reinforcement steel for the County's repair of the Eleventh Street Bridge over Macoby Creek in New Hanover Township for the Roads and Bridges Department, One Montgomery Plaza, Suite 613, Swede & Airy Streets, Norristown, PA 19404

Having carefully examined the "Advertisement for Bids", "Bidding Instructions", "Scope of the Work", etc., hereinafter referred to as "Specifications", together with all addenda, errata, bulletins applying thereto, and being familiar with the various conditions affecting the work, the undersigned hereby agrees to furnish all materials, perform all labor, and do all else necessary to complete the work in strict accordance with the specifications, for prices as follows:

Schedule 1Two (2) steel arches as referenced by sheets 12, 13, 14, and 15 of the drawings \$ 10,739.19 EA**Schedule 1 Total Lump Sum Price.....\$ 21,478.38****Schedule 2**One (1) complete lot of reinforcement steel as referenced by sheets 12, 14, 16, and 17 of the drawings. \$ ---**Schedule 2 Total Lump Sum Price.....\$ ---****Total Lump Sum For All Schedules Bid \$ 21,478.38 (*)**

(*) Basis for mandatory 5% Bid Bond or Certified Check, if required.

Prompt Payment Discount Terms NET 30ACH (Automatic Clearing House) payment is not requested

In case this proposal is accepted, the undersigned is hereby bound to enter into contract within thirty (30) days after receipt of acceptance of the above in accordance with the specifications.

LANE ENTERPRISES, INC.

377 CROOKED LANE, KING OF PRUSSIA, PA 19406
(610) 272-4531 FAX (610) 272-4295

DATE:	July 27, 2009	FROM:	WILLIAM W BROWN
TO:	COUNTY OF MONTGOMERY	HOME OFFICE - PHONE:	610-272-4531
ATTN:	CONTROLLER	FAX:	610-272-4295
PHONE:			
FAX:		PAGES:	1 OF 3

If transmission is not received in full or other problems are encountered, please call (610) 272-4531 immediately.

RE: Rehabilitation of Bridge # 229 (SPEC #6014)
Eleventh Street Over Macoby Brook
Upper Hanover Twp., Montgomery Co., PA

We are pleased to quote the following prices on the referenced project:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DIAMETER/SIZE</u>	<u>GAUGE</u>	<u>TYPE</u>	<u>UNIT PRICE</u>
STRPLT 2 RUNS @ 21'	42 LF	19'-0"x 5'-8"	3	STRUCTURAL PLATE ARCH GALVANIZED	\$ 511.39/LF
• MATERIAL ONLY • F.O.B. JOB SITE • SQUARE ENDS • GROUT PLUGS AND THREADED SLEEVES, BASE CHANNEL w/ WELDED NUTS, PE STAMP ON DRAWINGS					
TOTAL MATERIAL					<u>21,478.38/LF</u>

SALES TAX APPLICABLE ON MATERIAL ONLY:

TERMS & CONDITIONS APPLY: PAGES 2 AND 3

- AVAILABILITY: CURRENTLY 5 WEEKS ARO OR AFTER APPROVED SHOP DRAWINGS (IF DRAWINGS REVIEW IS REQUIRED)
- PRICES ARE FIRM FOR ORDER PLACED WITHIN 30 DAYS OF THE QUOTATION DATE AND SHIPPED BY SEPTEMBER 30, 2009.

Prices stated in this quotation are firm for orders placed within 30 days of the quote date. Prices subject to increase thereafter.

Prices are F.O.B. jobsite, our trucks. Terms are net 30 days, with approved credit. Applicable sales taxes are not included.

...\\Desktop\\Links\\Bridge # 229.pdf

LANE ENTERPRISES, INC.

Terms and Conditions of Sale

All proposals, negotiations and representations regarding this quotation are merged herein.

TAXES: Any taxes which the Seller may be required to pay or collect with respect to this transaction shall be for the account of the Buyer, unless stated otherwise in writing.

DELAY: The Seller shall be excused for any delay in performance due to acts of God, war, fires, operating conditions, strikes, delays in transportation, or an circumstance or cause beyond the control of the Seller.

INSPECTION: The buyer may inspect, or provide for the inspection of the finished material at the place of operation. Such inspection shall be so conducted as not to interfere unreasonably with the Seller's operations and consequent approval or rejection shall be made before shipment of the material. Notwithstanding the foregoing, if, upon receipt of such material by the Buyer, the same shall appear not to conform to any contract resulting from this quotation between the Buyer and the Seller, the Buyer shall immediately notify the Seller of such condition and afford the Seller a reasonable opportunity to inspect the material. No material shall be returned without the Seller's consent.

EXCLUSION OF WARRANTIES - THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE ARE EXCLUDED FROM ANY CONTRACT RESULTING FROM THE QUOTATION.

BUYER'S REMEDY - SELLER'S LIMITATION ON LIABILITY: If the material furnished to the Buyer shall fail,

whether due to Seller's negligent acts or omissions, or otherwise, to conform to any contract resulting from this quotation or to any express or implied warranty during a period not to exceed one (1) year from date of shipment or completion of erection, the Seller shall, at its option, either credit or refund the purchase price, or repair such nonconforming material at the original point of delivery and shall furnish instructions for the disposition of such nonconforming material. Transportation charges involved in such disposition shall be for the Seller's account.

The Buyer's exclusive and sole remedy on account of or in respect of the furnishing of material that shall fail, *whether due to Seller's negligent acts or omissions, or otherwise*, to conform to any contract resulting from this quotation or to any express or implied warranty, shall be to secure reimbursement, repair or replacement thereof as aforesaid. The Seller shall not in any event be liable for the cost of any labor expended on any such material or for any special, direct, indirect, incidental or consequential damages to Buyer or anyone in contact or in tort by reason of the fact that such material does not conform to any contract resulting from this quotation or to any express or implied warranty.

PATENTS: The Seller shall indemnify the Buyer against any judgment for damages and costs which may be rendered against the Buyer in any suit brought on account of the alleged infringement of any United States patent by any product supplied by the Seller hereunder, unless made in accordance with materials, designs or specifications furnished or designated by the Buyer, in which case the Buyer shall indemnify the Seller against any judgment for damages and costs which may be rendered against the Seller in any suit brought on account of the

alleged infringement of any United States patent by such product or by such materials, designs or specifications; provided that prompt written notice be given to the party from whom indemnity is sought of the bringing of the suit and that an opportunity be given such party to settle or defend it shall be rendered. Neither the Seller nor the Buyer shall in any event be liable to the other for special, indirect, incidental or consequential damages arising out of or resulting from infringement of patents.

CREDIT APPROVAL: Shipments and performance of work shall at all times be subject to the approval of the Seller's Credit Department. The Seller may at any time decline to make any shipment or perform any work except upon receipt of payment or upon terms and conditions satisfactory to the Seller.

COMPLIANCE WITH LAWS: The Seller intends to comply with all laws applicable to its performance of any contract resulting from this quotation.

***PERMITS AND LICENSES:** Buyer shall procure, at his own expense, all permits and licenses required for the work.

***LABOR:** Lane's quotation is based upon using non union labor and Lane shall not be required to abide by any other terms, conditions or commitments in respect to labor matters.

INDEMNITY: Seller shall indemnify Buyer against loss or expense by reason of liability imposed upon Buyer by law for damages resulting from the death of or injury to persons or destruction of property occurring during the performance of the work under this contract to the extent that such death, injury or damage shall have been due to the negligent act or omission of Seller, its agents or employees.

NON-WAIVER BY SELLER: Waiver by the Seller of a breach of any of the terms and conditions of any contract resulting from this

quotation shall not be construed as a waiver of any other breach.

ACCEPTANCE OF PURCHASE ORDERS:

Any Purchase Order issued pursuant to this quotation shall not result in a contract until it is accepted and acknowledged by the Seller.

***BUYER SHALL PROVIDE AT ITS COST AND EXPENSE:**

1. Unloading and storage of Lanes materials in a staging area immediately adjacent to the structure site suitable in size to permit subassembly of the structure and provide security for the stored materials until erection is completed.
2. All dewatering or diversion of water to provide Lane a dry and accessible work site.
3. Provide access into and parallel to both sides of the structure for its entire length, suitable for movement of Lane's Rubber Tired Equipment. Parallel access roads shall be within 30 feet of the centerline. Work areas furnished to Lane shall comply with all safety and health regulations. Lanes refusal to work in the area provided shall exempt Lane from all liability for delays or any and all expenses resulting from this action.
4. All excavation, line and grade, backfilling, concrete work, traffic control, barricades, utility protection, any and all railroad requirements and any and all incidentals as may be required.
5. Moving of all materials at the erection site as required by the erector.
6. Disposal of all hardware, accessory and/or coating material containers.

***Applies only to field erected work.**

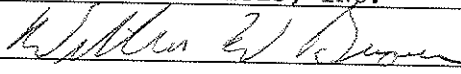
SIGNATURE PAGES

In case this proposal is accepted, the undersigned is hereby bound to commence and complete all of the work included under this contract in such time and such manner as designated for the various items he has contracted to supply.

In submitting this proposal, it is understood that the unrestricted right is reserved by the County to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said proposals, and it is agreed that this proposal may not be withdrawn for a period of at least sixty (60) days from date of opening thereof.

The undersigned hereby certifies that this proposal is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other bidder.

FIRM NAME LANE ENTERPRISES, INC.

SIGNATURE 

PRINT/TYPE SIGNATURE WILLIAM W. BROWN

TITLE PLANT MANAGER

OFFICIAL ADDRESS 377 CROOKED LANE, KING OF PRUSSIA, PA 19406

TAX IDENTIFICATION NUMBER ---

Bidder will state below whether the bid is by an individual, partnership, or corporation.

CORPORATION

Bidder will state below the name of the Bonding Company to be used in case of award, and name and address of local agent therefore.

BONDING COMPANY ATLANTIC UNDERWRITING SECURITY BOND SPECIALITY

NAME OF AGENT ED KAVANAUGH

ADDRESS 850 PARK ROAD, WYOMISSING, PA 19610

Accompanying this proposal is: NOT REQ'D Certified Check NOT REQ'D Bid Bond

In the amount of \$ NOT REQ'D based on a total lump sum bid of \$ 21,478.38

ADDENDA: Bidder agrees that the following Addenda(s) issued during the bid period have been received and considered in preparing this Proposal; and, agrees that failure to acknowledge such Addenda (s) may be a basis for rejection of bid.

Addenda No.	Date	Addenda No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

**BID MUST BE SIGNED FOR CONSIDERATION
ABSOLUTE ADHERENCE TO PROPOSAL FORM CLAUSE IS REQUIRED**

COUNTY OF MONTGOMERY, PENNSYLVANIA

CONTRACT FOR GOODS (EQUIPMENT, APPARATUS, ARTICLES, VEHICLES OR PARTS THEREOF, MATERIALS, SUPPLIES AND ALL OTHER TANGIBLE PERSONAL PROPERTY) PURCHASED BY THE BIDDING PROCESS

This Agreement, made this day of A.D. 2009
Between the COUNTY OF MONTGOMERY, Pennsylvania, hereinafter called Party of
the First Part,

and

hereinafter called Party of the Second Part.

WITNESSETH, that the said Party of the Second Part, for and in consideration of the payments hereinafter specified and agreed to be made by the Party of the First Part to the said Party of the Second Part, hereby covenants and agrees to and with the said Party of the First Part, to furnish and deliver all goods required to be furnished and delivered, being:

S A M P L E

in strict and exact accordance with the bid, specifications and standard contract requirements, which said bid, specifications and standard contract requirements are hereby made a part of this Agreement by reference thereto as fully to all intents and purposes and to the same extent as though herein set out at length.

It is further agreed that in case any of the said goods furnished and delivered under this contract are rejected by the authorized or proper County Agent as unsuitable or unfit, such goods so rejected shall be removed at once by the said Party of the Second Part, and other goods of the proper kind and quality, and fully up to the requirements of this contract, furnished in place thereof, to the satisfaction of County Agent, at the cost and expense of the said Party of the Second Part; provided, however, that in the event Party of the Second Part fails, neglects, or refuses to furnish the replacement therefore within

sixty (60) days after receipts of written request so to do, County may purchase said replacements and Party of the Second Part agrees to be liable for costs thereof.

The remedies herein provided shall be in addition to and not in substitution of the rights and remedies which would otherwise be vested in the Party of the First Part under the terms of this Agreement, including those contained in the bid, specifications and standard contract requirements, all of which rights and remedies are specifically reserved by the Party of the First Part.

Party of the Second Part shall at the time of execution of this contract give such security as shall be required by the County Commissioners to insure Performance of Contract, compliance with Warranties and Guarantees of Party of Second Part, and Maintenance of said equipment, where provided by specifications.

It is agreed that this contract shall not be sublet as a whole nor shall any part thereof be assigned or transferred and that no payment, or part payment, which may accrue hereunder shall be assigned. The said Party of the Second Part avers and represents that no such assignment or transfer of said contract has ever been made and that no payment or part payment, which may accrue hereunder, has ever been assigned. It is understood that said averment and representation is a material inducement to the execution of this Agreement by the Party of the First Part.

In consideration of the premises, the said Party of the First Part hereby agrees to pay to the Party of the Second Part for the said goods, the sums or prices set forth in the bid, specifications and standard contract requirements incorporated herein and made a part hereof by reference thereto.

The Party of the Second Part agrees to accept checks in payment as cash.

It is further distinctly understood and agreed that the total amount to be paid for the said goods to be supplied under this contract shall in no event exceed the sum of

S A M P L E

The term "Party of the Second Part", as used in this Agreement, shall be construed to include both singular and plural, and shall be deemed to include each and every of the individuals, co-partnerships and corporations specifically named above and there designated as "Party of the Second Part". The masculine gender shall be deemed to include the feminine and neuter genders.

All interpolations and deletions were made before the signing hereof.

The parties hereto bind themselves, their heirs, executors, administrators and successors for the faithful performance of this Agreement.

Attest

COUNTY OF MONTGOMERY (SEAL)

By _____

Chief of Clerk

Montgomery County Commissioners

Signed, Sealed and Delivered
in the Presence of:

(SEAL)

By _____

President

Co-Partner

Witness to Principal

Secretary

Co-Partner

Approved as to Form:

S A M P L E

Solicitor

PERFORMANCE BOND

Know All Men By These Presents, that _____

with principal place of business at _____,

Pennsylvania, as PRINCIPAL, and _____

_____, Pennsylvania, as SURETY,

are held and firmly bound unto COUNTY OF MONTGOMERY, Pennsylvania, and its

successors and assigns, as OBLIGEE, in the sum of _____

_____ (\$_____)

DOLLARS, lawful money of the United States of America, for which payment well and truly to be made, we and each of us, have hereunto and do hereby firmly bind ourselves, our heirs, personal representatives, successors and assigns.

WHEREAS, Principal herein has entered into a contract or agreement in writing with COUNTY OF MONTGOMERY, whereby Principal did obligate itself to furnish all materials, equipment and labor necessary to, in a complete and workmanlike manner, do said work, as in said contract or agreement in writing more fully set forth, the same being fully incorporated herein by reference with the same force and effect as if fully copied herein.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal shall well and truly do and perform all those things which he did by said written contract or agreement obligate himself to do, and shall in all respects comply with the said recited contract, then this obligation shall be void and of no effect. Otherwise to be and remain in full force and virtue.

IN WITNESS WHEREOF the PRINCIPAL and SURETY have caused this instrument to be duly executed and sealed in their and each of their behalves, this _____ day of _____, A.D. 200____.

S A M P L E

Witness:

_____ (SEAL)

(Principal)

By: _____

(Witness to Principal)

(President)

(Co-Partner)

(Surety)

By: _____

(Witness to Surety)

(Attorney-in-Fact)

NONCOLLUSION AFFIDAVIT

I hereby affirm that LANE ENTERPRISES, INC.

(Name of Bidder)

has () has not (☒) been convicted or found liable for any act prohibited by Federal or State law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years.

LANE ENTERPRISES, INC.

NAME OF BIDDER

By: 

(Signature) WILLIAM W. BROWN

PLANT MANAGER

(Title)

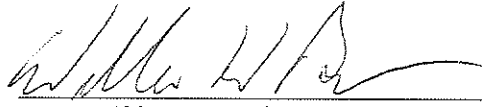
The bidder's statement on this Affidavit that (he) (she) (it) has been convicted or found liable for any act prohibited by Federal or State law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years does not prohibit the County of Montgomery from accepting a bid from or awarding a contract to that person, but it may be grounds for administrative suspension or debarment in the discretion of the County under the rules and regulations adopted by County Ordinance No. 99-1.

VERIFICATION

I WILLIAM W. BROWN, verify that the statements made in the

(Name of Affiant)

foregoing Noncollusion Affidavit are true and correct to the best of my knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 PA C.S. §4904 relating to unsworn falsification to authorities.



(Signature of Affiant)

Date: 7-29-2009

03-17-99

This Agreement, made this 3rd day of March A.D. 20 03

Between the COUNTY OF MONTGOMERY, Pennsylvania, hereinafter called Party of the First Part,

and LANE ENTERPRISES, INC., a Corporation, with principal place of business at 377 Crooked Lane, King of Prussia, PA 19422

hereinafter called Party of the Second Part.

WITNESSETH, that the said Party of the Second Part, for and in consideration of the payments hereinafter specified and agreed to be made by the Party of the First Part to the said Party of the Second Part, hereby covenants and agrees to and with the said Party of the First Part, to furnish and deliver all labor, materials, equipment, and/or supplies required to be furnished and delivered, being: Supplying, furnishing, and delivering of Highway Materials, as required, by the Department of Roads and Bridges or other Departments of the County, during the contract period beginning with the issuance of a County purchase order through December 31, 2003, and

in strict and exact accordance with the bid, proposal and/or specifications, which said bid, proposal and specifications are hereby made a part of this agreement by reference thereto as fully to all intents and purposes and to the same extent as though herein set out at length.

It is further agreed that in case any of the said labor, materials, equipment and/or supplies furnished and delivered under this contract are rejected by the authorized or proper County Agent as unsuitable or unfit, such labor, materials, equipment, and/or supplies so rejected shall be removed at once by the said Party of the Second Part, and other labor, materials, equipment, and/or supplies of the proper kind and quality, and fully up to the requirements of this contract, furnished in place thereof, to the satisfaction of County Agent, at the cost and expense of the said Party of the Second Part; provided, however, that in the event Party of the Second Part fails, neglects, or refuses to furnish the replacement therefor within sixty (60) days after receipts of written request so to do, County may purchase said replacements and Party of the Second Part agrees to be liable for costs thereof.

The remedies herein provided shall be in addition to and not in substitution of the rights and remedies which would otherwise be vested in the Party of the First Part under the terms of this agreement, including those contained in the bid, proposal and specifications, all of which rights and remedies are specifically reserved by the Party of the First Part.

Party of the Second Part shall at the time of execution of this contract give such security as shall be required by said County Agent or County Solicitor to insure Performance of Contract, compliance with Warranties and Guarantees of Party of Second Part, and Maintenance of said equipment, where provided by specifications.

It is agreed that this contract shall not be sublet as a whole nor shall any part thereof be assigned or transferred and that no payment, or part payment, which may accrue hereunder shall be assigned. The said Party of the Second Part avers and represents that no such assignment or transfer of said contract has ever been made and that no payment or part payment, which may accrue hereunder, has ever been assigned. It is understood that said averment and representation is a material inducement to the execution of this agreement by the Party of the First Part.

SCHEDULE #4 - CORRUGATED EXTERIOR/SMOOTH INTERIOR HIGH DENSITY POLYETHYLENE PIPE AND SPLIT COUPLERS HARDWARE

Corrugated Exterior/Smooth Interior Pipe

<u>Sizes</u>	<u>Corrugated/Smooth Pipe, Price Per Linear Foot</u>
12 inch	\$ 2.50
15 inch	\$ 3.45
18 inch	\$ 5.10
24 inch	\$ 8.05
30 inch	\$ 12.90
36 inch	\$ 17.00

Average per linear foot price.....\$ 8.17
(Total of all items bid divided by 6)

TOTAL PRICE - SCHEDULE #4.....\$ 32,680.00
(Average per linear foot price times est. 4,000 ft. req'd)

SPLIT COUPLERS

	<u>Price Per Each</u>
12 inch	\$ 2.50 /each
15 inch	\$ 3.45 /each
18 inch	\$ 5.15 /each
24 inch	\$ 8.05 /each
30 inch	\$ 12.90 /each
36 inch	\$ 17.00 /each

END SECTIONS

	<u>Price Per Each</u>
12 inch	\$ 65.00 /each
15 inch	\$ 76.00 /each
18 inch	\$ 98.00 /each
24 inch	\$ 140.00 /each
30 inch	\$ 350.00 /each
36 inch	\$ 365.00 /each

In consideration of the premises, the said Party of the First Part hereby agrees to pay to the Party of the Second Part for the said labor, materials, equipment, and/or supplies the sums or prices set forth in the bid, proposal and specifications incorporated herein and made a part hereof by reference thereto.

The Party of the Second Part agrees to accept the said checks in payment as cash.

It is further distinctly understood and agreed that the total amount to be paid for the said labor, materials, equipment and/or supplies to be supplied under this contract shall in no event exceed the sum of THE PER UNIT PRICES LISTED BELOW FOR AN APPROXIMATE TOTAL OF..(\$32,680.00)

(PER ATTACHED LIST WHICH BECOMES A PART HEREOF)

The term "Party of the Second Part", as used in this agreement, shall be construed to include both singular and plural, and shall be deemed to include each and every of the individuals, co-partnerships and corporations specifically named above and there designated as "Party of the Second Part". The masculine gender shall be deemed to include the feminine and neuter genders.

All interpolations and deletions were made before the signing hereof.

The parties hereto bind themselves, their heirs, executors, administrators and successors for the faithful performance of this agreement.


Attest:


Chief Clerk

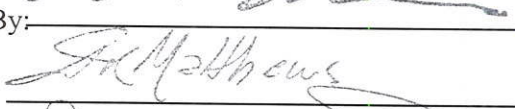
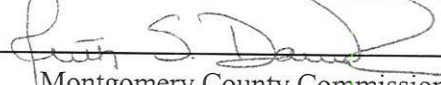
Signed, Sealed and Delivered
In the presence of:

(x) 
Witness to Principal

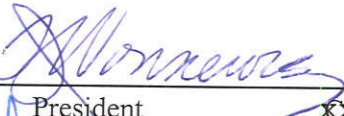
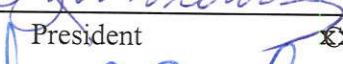
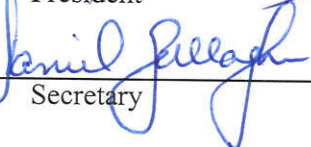
Approved as to form:


Solicitor

COUNTY OF MONTGOMERY (SEAL)

By: 

Montgomery County Commissioners

LANE ENTERPRISES, INC.,
a Corporation, (SEAL)

(x) 
By: 
President ~~Co-Partner~~
(x) 
Secretary ~~Co-Partner~~

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, LANE ENTERPRISES, INC., a Corporation, with principal place of business at 377 Crooked Lane, King of Prussia, PA 19422 as PRINCIPAL, and Continental Casualty Company, Pennsylvania, as SURETY, are held and firmly bound unto COUNTY OF MONTGOMERY, Pennsylvania, and its successors and assigns, as OBLIGEE, in the sum of SIXTEEN THOUSAND THREE HUNDRED FORTY and 00/100 (\$16,340.00) DOLLARS, lawful money of the United States of America, for which payment well and truly to be made, we and each of us, have hereunto and do hereby firmly bind ourselves, our heirs, personal representatives, successors and assigns.

WHEREAS, Principal herein has entered into a contract or agreement in writing with COUNTY OF MONTGOMERY, whereby Principal did obligate itself to furnish all materials, equipment and labor necessary to, in a complete and workmanlike manner, do said work, as in said contract or agreement in writing more fully set forth, the same being fully incorporated herein by reference with the same force and effect as if fully copied herein.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal shall well and truly do and perform all those things which he did by said written contract or agreement obligate himself to do, and shall in all respects comply with the said recited contract, then this obligation shall be void and of no effect. Otherwise to be and remain in full force and virtue.

IN WITNESS WHEREOF the PRINCIPAL and SURETY have caused this instrument to be duly executed and sealed in their and each of their behalves, this 18th day of February, 2003, A.D.

Witness:

LANE ENTERPRISES, INC.,

a Corporation,

Daniel J. Gallagher (SEAL)
(Principal)

(x) *Janet E. Madden*
(Witness to Principal)

(x) By: *J. Monahan*
(President) (~~Co-President~~)

Continental Casualty Company
(Surety)

(x) *Nancy L. Ruth*
(Witness to Surety)

(x) By: *[Signature]*
(Attorney-in-Fact)

Edward J. Cavanaugh

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

H Edmond Smith, James R Loomis, Marian L Zaffary, Edward J Cavanaugh, James R Stonaha, Dennis T Bowman, Rebecca A Klemmer, Joseph J Reedy, Eric L Henry, Individually

of Wyomissing, PA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 8th day of October, 2002.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 8th day of October, 2002, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires September 17, 2005

Diane Faulkner Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 18th day of February, 2003.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Obligations and Appointment of Attorney-In-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

PUTP05 PUFM05

MONTGOMERY COUNTY, PA
INTEGRATED FINANCIAL SYSTEM
PURCHASE ORDER MAINTENANCE

03/17/05

NEXT SCREEN: S
R=ACCOUNTS S=DESCR

PURCHASE ORDER NO: 0090259

SHIP TO: 90200

VENDOR NUMBER: 90338

CORP/LAST NAME: ROADS & PATHWAY MATERIALS

ADDRESS:

STATUS: C CLOSED

REQUISITION NUMBER: 338010

DATE: 02/18/03

FIRST:

CITY/STATE:

ZIP: -

MULTIPLE ACCOUNTS OR YEARS: Y YES

PURCHASE ORDER APPROVED ON 02/24/03

ACCOUNT: TOTAL AMOUNT: 928507.60 TOTAL PAID: 232215.69

REMARK: _____

ESTIMATED CLOSING DATE: 05/18/2004

INITIALS: LAM

ACTUAL CLOSING DATE: 03/02/2004

LETTER QUOTE: - - - - BID SPEC: 853-3642-RBD RESOLUTION: 01/23/03 40

END OF DATA --- PRESS TRANSMIT TO RETURN TO MENU

SUPPLYING, FURNISHING, AND DELIVERING OF HIGHWAY		
MATERIALS, AS REQUIRED, BY THE DEPARTMENT OF ROADS		
AND BRIDGES OR OTHER DEPARTMENTS OF THE COUNTY,		
DURING THE CONTRACT PERIOD BEGINNING WITH THE		
ISSUANCE OF THIS PURCHASE ORDER THROUGH DECEMBER		
31, 2003, PER ATTACHED LISTS IN THE AMOUNT OF		\$750,547.15
#853-3642-RBD/SMW		
PER COMMISSIONERS RESOLUTION DATED JANUARY 23,		
2003 - C.40		

SPECIFICATIONS
FOR
HIGHWAY MATERIALS

Montgomery County Commissioners
Court House
Norristown, Pennsylvania

Michael D. Marino, Chairman
James R. Matthews
Ruth S. Damsker

Chief Operating Officer/Chief Clerk
Robert W. Graf

Solicitor
Richard D. Winters

Controller
Richard N. Sundheim

Director of Purchasing
John M. Lorenzo
610-278-3037

Roads and Bridges
Donald A. Colosimo
610-278-3612

BIDDER: Please list here your Name,
Address and Telephone.

Bidder Lane Enterprises, Inc.

Address 377 Crooked Lane

King of Prussia, PA 19422

Telephone 610-272-4531

Opening Date: December 12, 2002

Specification No: 853-3642-RBD/smw

AWARDED 90259
P.O. #00
B.B. \$1,850.00

**PROPOSAL FORM
SIGNATURE PAGES**

Submitted by Lane Enterprises, Inc.
(Contractor's Name)

Date December 10, 2002

To:
Commissioners of Montgomery County
Court House
Norristown, Pennsylvania

Gentlemen:

This proposal is submitted in accordance with your advertisement inviting proposals to be received for the project identified as:

Furnishing and/or delivering various materials for the County Department of Roads and Bridges such as: Crushed Stone, Bituminous Concrete, Bituminous Material, Ready-Mix Concrete, Pipe, Bands & Hardware and Guide Rail, on an as needed basis during calendar year 2003.

Having carefully examined the "Advertisement for Bids", "Bidding Instructions", "Scope of the Work", etc., hereinafter referred to as "Specifications", together with all addenda, errata, bulletins applying thereto, and being familiar with the various conditions affecting the work, the undersigned hereby agrees to furnish all materials, perform all labor, and do all else necessary to complete the work in strict accordance with the specifications, for prices as stated for each item in attached schedules, as herein before listed.

The undersigned hereby states that he has inserted bid prices in Schedules #1 through #5-2, as noted below, and that he agrees, if successful in the award, to accept any or all Schedules, items or parts thereof, at the prices bid, and that total prices noted on the next page are for establishing 5% bid bond requirements.

SCHEDULE #1A - CRUSHED STONE (DISTRICT A)

Location of plant _____
(must be in this district)

		<u>PER TON</u>	<u>TOTAL</u>
#1	50 Tons, more or less	\$ _____	\$ _____
#1B	50 Tons, more or less	\$ _____	\$ _____
#2	50 Tons, more or less	\$ _____	\$ _____
#2A	5,000 Tons, more or less	\$ _____	\$ _____
#2B	50 Tons, more or less	\$ _____	\$ _____
#2RC	275 Tons, more or less	\$ _____	\$ _____
#3A	50 Tons, more or less	\$ _____	\$ _____
#4	50 Tons, more or less	\$ _____	\$ _____
Rip-Rap	50 Tons, more or less	\$ _____	\$ _____
Quarry	100 Tons, more or less Fill	\$ _____	\$ _____

TOTAL PRICE SCHEDULE #1A.....\$ _____
(Enter this figure on Page 7-6)

SCHEDULE #1B - CRUSHED STONE (DISTRICT B)

Location of plant _____
(must be in this district)

		<u>PER TON</u>	<u>TOTAL</u>
#1	50 Tons, more or less	\$ _____	\$ _____
#1B	50 Tons, more or less	\$ _____	\$ _____
#2	50 Tons, more or less	\$ _____	\$ _____
#2A	5,000 Tons, more or less	\$ _____	\$ _____
#2B	50 Tons, more or less	\$ _____	\$ _____
#2RC	275 Tons, more or less	\$ _____	\$ _____
#3A	50 Tons, more or less	\$ _____	\$ _____
#4	50 Tons, more or less	\$ _____	\$ _____
Rip-Rap	50 Tons, more or less	\$ _____	\$ _____
Quarry	100 Tons, more or less Fill	\$ _____	\$ _____

TOTAL PRICE SCHEDULE #1B.....\$ _____
(Enter this figure on Page 7-6)

SCHEDULE #1C - CRUSHED STONE (DISTRICT C)

Location of plant _____
(must be in this district)

		<u>PER TON</u>	<u>TOTAL</u>
#1	50 Tons, more or less	\$ _____	\$ _____
#1B	50 Tons, more or less	\$ _____	\$ _____
#2	50 Tons, more or less	\$ _____	\$ _____
#2A	5,000 Tons, more or less	\$ _____	\$ _____
#2B	50 Tons, more or less	\$ _____	\$ _____
#2RC	275 Tons, more or less	\$ _____	\$ _____
#3A	50 Tons, more or less	\$ _____	\$ _____
#4	50 Tons, more or less	\$ _____	\$ _____
Rip-Rap	50 Tons, more or less	\$ _____	\$ _____
Quarry	100 Tons, more or less Fill	\$ _____	\$ _____

TOTAL PRICE SCHEDULE #1C.....\$ _____
(Enter this figure on Page 7-6)

SCHEDULE #2A – BITUMINOUS CONCRETE (DISTRICT A)

Vendor plant located at _____

		<u>PER TON</u>	<u>TOTAL</u>
#1	ID2 Wearing 3,000 Tons, more or less	\$ _____	\$ _____
#2	ID2 Binder 2,000 Tons, more or less	\$ _____	\$ _____
#3	ID3 1,000 Tons, more or less	\$ _____	\$ _____
#4	#485 500 Tons, more or less	\$ _____	\$ _____
#5	BCBC 1,000 Tons, more or less	\$ _____	\$ _____

TOTAL PRICE SCHEDULE #2A.....\$ _____
(Enter this figure on Page 7-6)

Supplier _____

Producer _____

SCHEDULE #2B – BITUMINOUS CONCRETE (DISTRICT B)

Vendor plant located at _____

			<u>PER TON</u>	<u>TOTAL</u>
#1	ID2 Wearing	3,000 Tons, more or less	\$ _____	\$ _____
#2	ID2 Binder	2,000 Tons, more or less	\$ _____	\$ _____
#3	ID3	1,000 Tons, more or less	\$ _____	\$ _____
#4	#485	500 Tons, more or less	\$ _____	\$ _____
#5	BCBC	1,000 Tons, more or less	\$ _____	\$ _____

TOTAL PRICE SCHEDULE #2B.....\$ _____
(Enter this figure on Page 7-6)

Supplier _____

Producer _____

SCHEDULE #2C – BITUMINOUS CONCRETE (DISTRICT C)

Vendor plant located at _____

			<u>PER TON</u>	<u>TOTAL</u>
#1	ID2 Wearing	3,000 Tons, more or less	\$ _____	\$ _____
#2	ID2 Binder	2,000 Tons, more or less	\$ _____	\$ _____
#3	ID3	1,000 Tons, more or less	\$ _____	\$ _____
#4	#485	500 Tons, more or less	\$ _____	\$ _____
#5	BCBC	1,000 Tons, more or less	\$ _____	\$ _____

TOTAL PRICE SCHEDULE #2C.....\$ _____
(Enter this figure on Page 7-6)

Supplier _____

Producer _____

SCHEDULE #3 – READY MIXED CONCRETE

READY MIX CONCRETE TYPE	DISTANCE FROM PLANT, 0 TO 15 MILES PRICE PER CU YD FOR			DISTANCE FROM PLANT, FROM 15 TO 30 MILES PRICE PER CU YD FOR			AVERAGE PRICE BY CLASS
	1-3 CU YD	3-8 CU YD	8+ CU YD	1-3 CU YD	3-8 CU YD	8+ CU YD	TOTAL OF 6 COLS / 6
200 CU YDS. MORE OR LESS CLASS "A"	\$	\$	\$	\$	\$	\$	\$
200 CU YDS. MORE OR LESS CLASS "AA"	\$	\$	\$	\$	\$	\$	\$
200 CU YDS MORE OR LESS HIGH EARLY	\$	\$	\$	\$	\$	\$	\$

Subtotal \$ _____

Average price, each. type \$ _____
(subtotal divided by 3)

TOTAL PRICE SCHEDULE #3.....\$ _____
(average price, each type multiplied by estimated 600 cu yds.) (Enter this figure on Page 7-6)

Additive-Calcium Chloride: 1% added \$ _____ per cu. yd
2% \$ _____ per cu. yd

Supplier _____

Producer _____

SCHEDULE #4 - CORRUGATED EXTERIOR/SMOOTH INTERIOR HIGH DENSITY POLYETHYLENE PIPE AND SPLIT COUPLERS HARDWARE

Corrugated Exterior/Smooth Interior Pipe

<u>Sizes</u>	<u>Corrugated/Smooth Pipe, Price Per Linear Foot</u>
12 inch	\$ 2.50
15 inch	\$ 3.45
18 inch	\$ 5.10
24 inch	\$ 8.05
30 inch	\$ 12.90
36 inch	\$ 17.00

Average per linear foot price.....\$ 8.17

(Total of all items bid divided by 6)

TOTAL PRICE - SCHEDULE #4.....\$ 32,680.00

(Average per linear foot price times est. 4,000 ft. req'd) (Enter this figure on Page 7-6)

SPLIT COUPLERS

Price Per Each

12 inch	\$ 2.50	/each
15 inch	\$ 3.45	/each
18 inch	\$ 5.15	/each
24 inch	\$ 8.05	/each
30 inch	\$ 12.90	/each
36 inch	\$ 17.00	/each

END SECTIONS

Price Per Each

12 inch	\$ 65.00	/each
15 inch	\$ 76.00	/each
18 inch	\$ 98.00	/each
24 inch	\$ 140.00	/each
30 inch	\$ 350.00	/each
36 inch	\$ 365.00	/each

SCHEDULE #5 – GUIDE RAIL - NEW

	<u>UNIT PRICE</u>	<u>EXTENDED</u>
#1 ET-2000 End Treatment - 10 each	\$ _____	\$ _____
#2 SRT-350 End Treatment -10 each	\$ _____	\$ _____
#3 Type 2S Strong Post End Treatment – 20 each	\$ _____	\$ _____
#4 Type 2W Weak Post End Treatment – 20 each	\$ _____	\$ _____
#5 Type 2W Guide Rail – 100 each	\$ _____	\$ _____
#6 Type 2WC Guide Rail – 100 each	\$ _____	\$ _____
#7 Type 2S Guide Rail – 100 each	\$ _____	\$ _____
#8 Type 2SC Guide Rail – 100 each	\$ _____	\$ _____

TOTAL PRICE SCHEDULE #5, NEW GUIDE RAIL.....\$ _____

(Enter this figure on Page 7-6)

SCHEDULES TOTAL

Schedule #1A - Crushed Stone	\$ _____
Schedule #1B - Crushed Stone	\$ _____
Schedule #1C - Crushed Stone	\$ _____
Schedule #2A - Bituminous Concrete	\$ _____
Schedule #2B - Bituminous Concrete	\$ _____
Schedule #2C - Bituminous Concrete	\$ _____
Schedule #3 - Ready-Mix Concrete	\$ _____
Schedule #4 - Corrugated Polyethylene Pipe, Couplers and Hardware	\$ 32,680.00
Schedule #5 - New Guide Rail	\$ _____

TOTAL PRICE FOR ALL SCHEDULES BID\$ 32,680.00 (*)

Prompt Payment Discount Terms _____.

(*) Basis for 5% Bid Bond, if required.

In case this proposal is accepted, the undersigned is hereby bound to enter into contract within thirty (30) days after receipt of notice of acceptance of the above, in accordance with the specifications.

In case this proposal is accepted, the undersigned is hereby bound to commence and complete all of the work included under this contract in such time and such manner as designated for the various items he has contracted to supply.

In submitting this proposal, it is understood that the unrestricted right is reserved by the County to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said proposals, and it is agreed that this proposal may not be withdrawn for a period of at least sixty (60) days from date of opening thereof.

The undersigned hereby certifies that this proposal is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other bidder.

FIRM NAME Lane Enterprises, Inc.

SIGNATURE 

PRINT/TYPE SIGNATURE Marlin J. Cathers

TITLE Area Manager

OFFICIAL ADDRESS 377 Crooked Lane, King of Prussia, PA 19422

TAX IDENTIFICATION NUMBER 23-2383584

Bidder will state below whether the bid is by an individual, partnership, or corporation.

Corporation

Bidder will state below the name of the Bonding Company to be used in case of award, and name and address of local agent therefor.

BONDING COMPANY The Loomis Company

NAME OF AGENT Edward J. Cavanaugh

ADDRESS 625 Spring St., P.O. Box 7011, Wyomissing, PA 19610

Accompanying this proposal is: Certified Check X Bid Bond

In the amount of.....\$ 1,850.00

The amount of this deposit is based on a grand total bid of:.....\$ 32,680.00

ADDENDA: Bidder agrees that the following Addenda (s) issued during the bid period have been received and considered in preparing this Proposal; and, agrees that failure to acknowledge such Addenda (s) may be a basis for rejection of bid.

Addenda No.

Date

BID MUST BE SIGNED FOR CONSIDERATION
ABSOLUTE ADHERENCE TO PROPOSAL FORM CLAUSE IS REQUIRED

NONCOLLUSION AFFIDAVIT

I hereby affirm that Lane Enterprises, Inc.

(Name of Bidder)

has () has not (☒) been convicted or found liable for any act prohibited by Federal or State law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years.

Lane Enterprises, Inc.

NAME OF BIDDER

By: 
(Signature) Marlin J. Cathers

Vice-President

(Title)

The bidder's statement on this Affidavit that (he) (she) (it) has been convicted or found liable for any act prohibited by Federal or State law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years does not prohibit the County of Montgomery from accepting a bid from or awarding a contract to that person, but it may be grounds for administrative suspension or debarment in the discretion of the County under the rules and regulations adopted by County Ordinance No. 99-1.

VERIFICATION

I Marlin J. Cathers, verify that the statements made in the
(Name of Affiant)

foregoing Noncollusion Affidavit are true and correct to the best of my knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 PA C.S. §4904 relating to unsworn falsification to authorities.


(Signature of Affiant)

Date: December 10, 2002

(8-A)

03-17-99

THIS AGREEMENT, made this

Day of

A.D. 20

between the COUNTY OF MONTGOMERY, Pennsylvania, hereinafter called Party of the first part, and

S A M P L E

hereinafter called Party of the Second Part.

WITNESSETH, that the said Party of the Second Part, for and in consideration of the payments hereinafter specified and agreed to be made by the Party of the First part to the said Party of the Second Part, hereby covenants and agrees to and with the said Party of the First Part, to furnish and deliver all labor, materials, equipment, and/or supplies required to be furnished and delivered, being:

in strict and exact accordance with the bid, proposal and/or specifications, which said bid, proposal and specifications are hereby made a part of this agreement by reference thereto as fully to all intents and purposes and to the same extent as though herein set out at length.

It is further agreed that in case any of the said labor, materials, equipment and/or supplies furnished and delivered under this contract are rejected by the authorized or proper County Agent as unsuitable or unfit, such labor, materials, equipment, and/or supplies so rejected shall be removed at once by the said Party of the Second Part, and other labor, materials, equipment, and/or supplies of the proper kind and quality, and fully up to the requirements of this contract, furnished in place thereof, to the satisfaction of County Agent, at the cost and expense of the said Party of the Second Part; provided, however, that in the event Party of the Second Part fails, neglects, or refuses to furnish the replacement therefor within sixty (60) days after receipt (s) of written request so to do, County may purchase said replacements and Party of the Second Part agrees to be liable for costs thereof.

The remedies herein provided shall be in addition to and not in substitution of the rights and remedies which would otherwise be vested in the Party of the First Part under the terms of this agreement, including those contained in the bid, proposal and specifications, all of which rights and remedies are specifically reserved by the Party of the First Part.

Party of the Second Part shall at the time of execution of this contract give such security as shall be required by said County Agent or County Solicitor to insure Performance of Contract, compliance with Warranties and Guarantees of Party of Second Part, and Maintenance of said equipment, where provided by specifications.

It is agreed that this contract shall not be sublet as a whole nor shall any part thereof be assigned or transferred, and that no payment, or part payment, which may accrue hereunder shall be assigned. The said Party of the Second Part avers and represents that no such assignment or transfer of said contract has ever been made and that no payment or part payment, which may accrue hereunder, has ever been assigned. It is understood that said averment and representation is a material inducement to the execution of this agreement by the Party of the First Part

In consideration of the premises, the said Party of the First Part hereby agrees to pay to the Party of the Second Part for the said labor, materials, equipment, and/or supplies the sums or prices set forth in the bid, proposal and specifications incorporated herein and made a part hereof by reference thereto.

The Party of the Second Part agrees to accept the said checks in payment as cash.

It is further distinctly understood and agreed that the total amount to be paid for the said labor, materials, equipment, and/or supplies to be supplied under this contract shall in no event exceed the sum of

The term "Party of the Second Part", as used in this agreement, shall be construed to include both singular and plural, and shall be deemed to include each and every of the individuals, co-partnerships and corporations specifically named above and there designated as "Party of the Second Part". The masculine gender shall be deemed to include the feminine and neuter genders.

All interpolations and deletions were made before the signing hereof.

The parties hereto bind themselves, their heirs, executors, administrators and successors for the faithful performance of this agreement.

Attest:

COUNTY OF MONTGOMERY

(SEAL)

By _____

Chief Clerk

Montgomery County Commissioners

Signed, Sealed and Delivered
in the presence of

(SEAL)

By _____

President

Co-Partner

Witness to Principal

Secretary

Co-Partner

Approved as to form:

Solicitor

PERFORMANCE BOND

Know All Men By These Presents, that _____

with principal place of business at _____,

Pennsylvania, as PRINCIPAL, and _____

_____, Pennsylvania, as SURETY,
are held and firmly bound unto COUNTY OF MONTGOMERY, Pennsylvania, and its
successors and assigns, as OBLIGEE, in the sum of _____

_____ (\$ _____)
DOLLARS, lawful money of the United States of America, for which payment well and truly to
be made, we and each of us, have hereunto and do hereby firmly bind ourselves, our heirs,
personal representatives, successors and assigns.

WHEREAS, Principal herein has entered into a contract or agreement in writing with COUNTY
OF MONTGOMERY, whereby Principal did obligate itself to furnish all materials, equipment
and labor necessary to, in a complete and workmanlike manner, do said work, as in said contract
or agreement in writing more fully set forth, the same being fully incorporated herein by
reference with the same force and effect as if fully copied herein.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal shall well and
truly do and perform all those things which he did by said written contract or agreement obligate
himself to do, and shall in all respects comply with the said recited contract, then this obligation
shall be void and of no effect. Otherwise to be and remain in full force and virtue.

IN WITNESS WHEREOF the PRINCIPAL and SURETY have caused this instrument to be duly
executed and sealed in their and each of their behalves, this _____ day of _____,
A.D. 200 ____.

S A M P L E

Witness:

_____(SEAL)
(Principal)

(Witness to Principal) By: _____
(President) (Co-Partner)

(Surety)

(Witness to Surety) By: _____
(Attorney-in-Fact)

This Agreement, made this 12th day of April A.D. 2001

Between the COUNTY OF MONTGOMERY, Pennsylvania, hereinafter called Party of the First Part,

and LANE ENTERPRISES, INC., a Corporation, with principal place of business at 377 Crooked Lane, King of Prussia, PA 19406

hereinafter called Party of the Second Part.

WITNESSETH, that the said Party of the Second Part, for and in consideration of the payments hereinafter specified and agreed to be made by the Party of the First Part to the said Party of the Second Part, hereby covenants and agrees to and with the said Party of the First Part, to furnish and deliver all materials, equipment, and/or supplies required to be furnished and delivered, being: furnishing, and delivering of Highway Materials as required by the Department of Roads and Bridges, or other departments of the County, during the contract period from January 1, 2001 through December 31, 2001, and

in strict and exact accordance with the bid, proposal and/or specifications, which said bid, proposal and specifications are hereby made a part of this agreement by reference thereto as fully to all intents and purposes and to the same extent as though herein set out at length.

It is further agreed that in case any of the said materials, equipment and/or supplies furnished and delivered under this contract are rejected by the authorized or proper County Agent as unsuitable or unfit, such materials, equipment, and/or supplies so rejected shall be removed at once by the said Party of the Second Part, and other materials, equipment, and/or supplies of the proper kind and quality, and fully up to the requirements of this contract, furnished in place thereof, to the satisfaction of County Agent, at the cost and expense of the said Party of the Second Part; provided, however, that in the event Party of the Second Part fails, neglects, or refuses to furnish the replacement therefor within sixty (60) days after receipts of written request so to do, County may purchase said replacements and Party of the Second Part agrees to be liable for costs thereof.

The remedies herein provided shall be in addition to and not in substitution of the rights and remedies which would otherwise be vested in the Party of the First Part under the terms of this agreement, including those contained in the bid, proposal and specifications, all of which rights and remedies are specifically reserved by the Party of the First Part.

Party of the Second Part shall at the time of execution of this contract give such security as shall be required by said County Agent or County Solicitor to insure Performance of Contract, compliance with Warranties and Guarantees of Party of Second Part, and Maintenance of said equipment, where provided by specifications.

It is agreed that this contract shall not be sublet as a whole nor shall any part thereof be assigned or transferred and that no payment, or part payment, which may accrue hereunder shall be assigned. The said Party of the Second Part avers and represents that no such assignment or transfer of said contract has ever been made and that no payment or part payment, which may accrue hereunder, has ever been assigned. It is understood that said averment and representation is a material inducement to the execution of this agreement by the Party of the First Part.

HIGHWAY MATERIALS - 2001

LANE ENTERPRISES, INC.

377 Crooked Lane, King of Prussia, PA 19406 610-272-4531

SCHEDULE #4- CORRUGATED METAL PIPE

Deliver Entire County

<u>Metal Pipe</u>	<u>Guage</u>	<u>Per Linear Foot</u>
12 Inch	16	\$3.39
15 "	16	\$4.20
18 "	16	\$5.00
24 "	16	\$6.64
30 "	14	\$10.05
36 "	14	\$12.00

Bands and Hardware

Per Linear Foot

12 Inch	\$3.39
15 "	\$4.20
18 "	\$5.00
24 "	\$6.64
30 "	\$10.05
36 "	\$12.00

Total Price all items bid \$13,760

Average Price per linear foot 6.88

HIGHWAY MATERIALS - 2001

LANE ENTERPRISES, INC.

377 Crooked Lane, King of Prussia, PA 19406 610-272-4531

**SCHEDULE #5- CORRUGATED EXTERIOR/SMOOTH INTERIOR HIGH DENSITY
POLYETHYLENE PIPE AND SPLIT COUPLERS HARDWARE**

Deliver Entire County

Corrugated Exterior/Smooth Interior Pipe

Per Linear Foot

12 Inch	\$2.55
15 "	\$3.40
18 "	\$5.35
24 "	\$8.45
30 "	\$12.95
36 "	\$17.50

Split Couplers

Per Linear Foot

12 Inch	\$2.55
15 "	\$3.40
18 "	\$5.35
24 "	\$8.45
30 "	\$11.95
36 "	\$17.50

Average per linear foot price: \$8.37

Total Price: \$33,480.00

In consideration of the premises, the said Party of the First Part hereby agrees to pay to the Party of the Second Part for the said materials, equipment, and/or supplies the sums or prices set forth in the bid, proposal and specifications incorporated herein and made a part hereof by reference thereto.

The Party of the Second Part agrees to accept the said checks in payment as cash.

It is further distinctly understood and agreed that the total amount to be paid for the said materials, equipment and/or supplies to be supplied under this contract shall in no event exceed the sum of the per unit prices listed below for an approximate total of..(\$47,240.00)

(PER ATTACHED LIST WHICH BECOMES A PART HEREOF)

The term "Party of the Second Part", as used in this agreement, shall be construed to include both singular and plural, and shall be deemed to include each and every of the individuals, co-partnerships and corporations specifically named above and there designated as "Party of the Second Part". The masculine gender shall be deemed to include the feminine and neuter genders.

All interpolations and deletions were made before the signing hereof.


The parties hereto bind themselves, their heirs, executors, administrators and successors for the faithful performance of this agreement.

Attest:




Chief Clerk

Signed, Sealed and Delivered
In the presence of:

(x) 

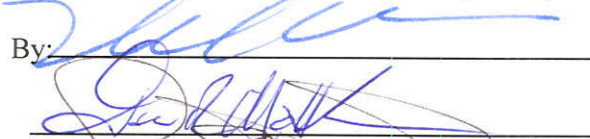
Witness to Principal

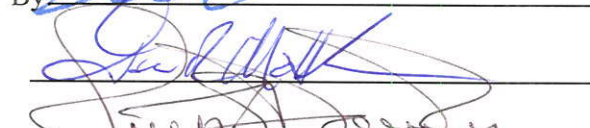
Approved as to form:



Solicitor

COUNTY OF MONTGOMERY (SEAL)


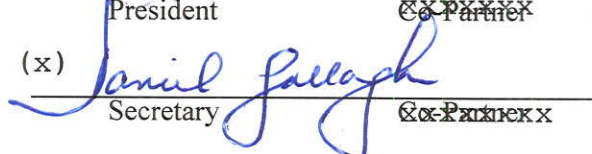
By: 



Montgomery County Commissioners

LANE ENTERPRISES, INC.,

a Corporation (SEAL)

(x) 
By: _____
President ~~Co-Partner~~
(x) 

Secretary ~~Co-Partner~~

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, LANE ENTERPRISES, INC., a Corporation, with principal place of business at 377 Crooked Lane, King of Prussia, PA 19406 as PRINCIPAL, and Continental Casualty Company, Pennsylvania, as SURETY, are held and firmly bound unto COUNTY OF MONTGOMERY, Pennsylvania, and its successors and assigns, as OBLIGEE, in the sum of TWENTY THREE THOUSAND SIX HUNDRED TWENTY and 00/100 (\$23,620.00) DOLLARS, lawful money of the United States of America, for which payment well and truly to be made, we and each of us, have hereunto and do hereby firmly bind ourselves, our heirs, personal representatives, successors and assigns.

WHEREAS, Principal herein has entered into a contract or agreement in writing with COUNTY OF MONTGOMERY, whereby Principal did obligate itself to furnish all materials, equipment and labor necessary to, in a complete and workmanlike manner, do said work, as in said contract or agreement in writing more fully set forth, the same being fully incorporated herein by reference with the same force and effect as if fully copied herein.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal shall well and truly do and perform all those things which he did by said written contract or agreement obligate himself to do, and shall in all respects comply with the said recited contract, then this obligation shall be void and of no effect. Otherwise to be and remain in full force and virtue.

IN WITNESS WHEREOF the PRINCIPAL and SURETY have caused this instrument to be duly executed and sealed in their and each of their behalves, this 16th day of March, 2001, A.D.

Witness:

LANE ENTERPRISES, INC.,

a Corporation,

Janet Gallagher (SEAL)
(Principal)

(x) Janet E. Madden
(Witness to Principal)

(x) By: J. Wonsiewicz
(President) (~~Co-Partner~~)

Continental Casualty Company
(Surety)

(x) Inacy L. Ruth
(Witness to Surety)

(x) By: Edward J. Cavanaugh
(Attorney-in-Fact)

Edward J. Cavanaugh, Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

H. Edmond Smith, James R. Loomis, Marian L. Zaffary, Edward J. Cavanaugh, James R. Stonaha, Ruth Witman, Dennis T. Bowman, Rebecca A. Klemmer, Individually

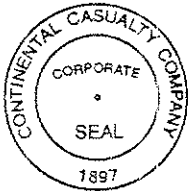
of Wyomissing, Pennsylvania
their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

--- In Unlimited Amounts ---

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 13rd day of February, 2001.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Michael Gengler

Michael Gengler

Group Vice President

State of Illinois, County of Cook, ss:

On this 13rd day of February, 2001, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires September 17, 2001

Diane Faulkner

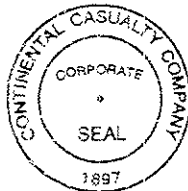
Diane Faulkner

Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said corporations this 16th day of

March, 2001.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis

Mary A. Ribikawskis

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

SPECIFICATIONS
FOR
HIGHWAY MATERIALS

Montgomery County Commissioners
Court House
Norristown, Pennsylvania

Michael D. Marino
James R. Matthews
Ruth S. Damsker

Chief Operating Officer/Chief Clerk
Robert W. Graf

Solicitor
Steven T. O'Neill

Controller
Richard N. Sundheim

Director of Purchasing
John M. Lorenzo
610-278-3037

Roads and Bridges
Donald Colosimo
610-278-3612

BIDDER: Please list here your Name,
Address and Telephone.

Bidder Lane Enterprises, Inc.

Address 377 Crooked Lane

King of Prussia, PA 19406

Telephone 610-272-4531

Opening Date: December 21, 2000

Specification No: 853-3482-RBD/smw

AWARDED
B.B. \$2,372.00

**PROPOSAL FORM
SIGNATURE PAGES**

Submitted by Lane Enterprises, Inc.
(Contractor's Name)

Date December 21, 2000

To:
Commissioners of Montgomery County
Court House
Norristown, Pennsylvania

Gentlemen:

This proposal is submitted in accordance with your advertisement inviting proposals to be received for the project identified as:

Furnishing and/or delivering various materials for the County Department of Roads and Bridges such as: Crushed Stone, Bituminous Concrete, Bituminous Material, Ready-Mix Concrete, Pipe, Bands & Hardware and Guide Rail, on an as needed basis during calendar year 2001.

Having carefully examined the "Advertisement for Bids", "Bidding Instructions", "Scope of the Work", etc., hereinafter referred to as "Specifications", together with all addenda, errata, bulletins applying thereto, and being familiar with the various conditions affecting the work, the undersigned hereby agrees to furnish all materials, perform all labor, and do all else necessary to complete the work in strict accordance with the specifications, for prices as stated for each item in attached schedules, as herein before listed.

The undersigned hereby states that he has inserted bid prices in Schedules #1 through #9, as noted below, and that he agrees, if successful in the award, to accept any or all Schedules, items or parts thereof, at the prices bid, and that total prices noted on the next page are for establishing 5% bid bond requirements.

SCHEDULE #1A - CRUSHED STONE (DISTRICT A)

Location of plant _____
(must be in or within 15 miles of this district)

		<u>PER TON</u>	<u>TOTAL</u>
#1	50 Tons, more or less	\$ _____	\$ _____
#1B	50 Tons, more or less	\$ _____	\$ _____
#2	50 Tons, more or less	\$ _____	\$ _____
#2A	5,000 Tons, more or less	\$ _____	\$ _____
#2B	50 Tons, more or less	\$ _____	\$ _____
#2RC	275 Tons, more or less	\$ _____	\$ _____
3A	50 Tons, more or less	\$ _____	\$ _____
#4	50 Tons, more or less	\$ _____	\$ _____
Rip-Rap	50 Tons, more or less	\$ _____	\$ _____
Quarry	100 Tons, more or less Fill	\$ _____	\$ _____

TOTAL PRICE SCHEDULE #1A.....\$ _____
(Enter this figure on Page 7-7)

SCHEDULE #1B - CRUSHED STONE (DISTRICT B)

Location of plant _____
(must be in or within 15 miles of this district)

		<u>PER TON</u>	<u>TOTAL</u>
#1	50 Tons, more or less	\$ _____	\$ _____
#1B	50 Tons, more or less	\$ _____	\$ _____
#2	50 Tons, more or less	\$ _____	\$ _____
#2A	5,000 Tons, more or less	\$ _____	\$ _____
#2B	50 Tons, more or less	\$ _____	\$ _____
#2RC	275 Tons, more or less	\$ _____	\$ _____
3A	50 Tons, more or less	\$ _____	\$ _____
#4	50 Tons, more or less	\$ _____	\$ _____

Rip-Rap	50 Tons, more or less	\$ _____	\$ _____
Quarry	100 Tons, more or less Fill	\$ _____	\$ _____

TOTAL PRICE SCHEDULE #1B.....\$ _____
 (Enter this figure on Page 7-7)

SCHEDULE #1C - CRUSHED STONE (DISTRICT C)

Location of plant _____
 (must be in or within 15 miles of this district)

		<u>PER TON</u>	<u>TOTAL</u>
#1	50 Tons, more or less	\$ _____	\$ _____
#1B	50 Tons, more or less	\$ _____	\$ _____
#2	50 Tons, more or less	\$ _____	\$ _____
#2A	5,000 Tons, more or less	\$ _____	\$ _____
#2B	50 Tons, more or less	\$ _____	\$ _____
#2RC	275 Tons, more or less	\$ _____	\$ _____
3A	50 Tons, more or less	\$ _____	\$ _____
#4	50 Tons, more or less	\$ _____	\$ _____
Rip-Rap	50 Tons, more or less	\$ _____	\$ _____
Quarry	100 Tons, more or less Fill	\$ _____	\$ _____

TOTAL PRICE SCHEDULE #1C.....\$ _____
 (Enter this figure on Page 7-7)

SCHEDULE #2A – BITUMINOUS CONCRETE (DISTRICT A)

Vendor plant located at _____

			<u>PER TON</u>	<u>TOTAL</u>
#1	ID2 Wearing	2,000 Tons, more or less	\$ _____	\$ _____
#2	ID2 Binder	2,000 Tons, more or less	\$ _____	\$ _____
#3	ID3	1,000 Tons, more or less	\$ _____	\$ _____
#4	#485	500 Tons, more or less	\$ _____	\$ _____
#5	BCBC	1,000 Tons, more or less	\$ _____	\$ _____
#6	Curb Mix	500 Tons, more or less	\$ _____	\$ _____

TOTAL PRICE SCHEDULE #2A.....\$_____
(Enter this figure on Page 7-7)

Supplier_____

Producer_____

SCHEDULE #2B – BITUMINOUS CONCRETE (DISTRICT B)

Vendor plant located at_____

			<u>PER TON</u>	<u>TOTAL</u>
#1	ID2 Wearing	2,000 Tons, more or less	\$_____	\$_____
#2	ID2 Binder	2,000 Tons, more or less	\$_____	\$_____
#3	ID3	1,000 Tons, more or less	\$_____	\$_____
#4	#485	500 Tons, more or less	\$_____	\$_____
#5	BCBC	1,000 Tons, more or less	\$_____	\$_____
#6	Curb Mix	500 Tons, more or less	\$_____	\$_____

TOTAL PRICE SCHEDULE #2B.....\$_____
(Enter this figure on Page 7-7)

Supplier_____

Producer_____

SCHEDULE #2C – BITUMINOUS CONCRETE (DISTRICT C)

Vendor plant located at_____

			<u>PER TON</u>	<u>TOTAL</u>
#1	ID2 Wearing	2,000 Tons, more or less	\$_____	\$_____
#2	ID2 Binder	2,000 Tons, more or less	\$_____	\$_____
#3	ID3	1,000 Tons, more or less	\$_____	\$_____
#4	#485	500 Tons, more or less	\$_____	\$_____
#5	BCBC	1,000 Tons, more or less	\$_____	\$_____
#6	Curb Mix	500 Tons, more or less	\$_____	\$_____

TOTAL PRICE SCHEDULE #2C.....\$_____
(Enter this figure on Page 7-7)

Supplier_____

Producer_____

SCHEDULE #3 – READY MIXED CONCRETE

READY MIX CONCRETE TYPE	DISTANCE FROM PLANT, 0 TO 15 MILES PRICE PER CU YD FOR			DISTANCE FROM PLANT, FROM 15 TO 30 MILES PRICE PER CU YD FOR			AVERAGE PRICE BY CLASS
	1-3 CU YD	3-8 CU YD	8+ CU YD	1-3 CU YD	3-8 CU YD	8+ CU YD	TOTAL OF 6 COLS./6
200 CU YDS. MORE OR LESS CLASS "A"	\$	\$	\$	\$	\$	\$	\$
200 CU YDS. MORE OR LESS CLASS "AA"	\$	\$	\$	\$	\$	\$	\$
200 CU YDS MORE OR LESS HIGH EARLY	\$	\$	\$	\$	\$	\$	\$

Subtotal \$

Average price, each. type \$
(subtotal divided by 3)TOTAL PRICE SCHEDULE #3.....\$
(average price, each type multiplied by estimated 600 cu yds.) (Enter this figure on Page 7-7)Additive-Calcium Chloride: 1% added \$ per cu. yd
2% \$ per cu. yd

Supplier

Producer

SCHEDULE #4 - PIPE, BANDS & HARDWARE

Corrugated Metal Pipe

<u>Sizes</u>	<u>Gauge</u>	<u>Non-Coated Price Per Linear Foot</u>
12 inch	16	\$ 3.39
15 inch	16	\$ 4.20
18 inch	16	\$ 5.00
24 inch	16	\$ 6.64
30 inch	14	\$ 10.05
36 inch	14	\$ 12.00
Average per linear foot price.....		\$ 6.88

(Total of all items bid divided by 6)

TOTAL PRICE - SCHEDULE #4.....\$ 13,760.00

(Average per linear foot price times estimated 2,000 feet req'd.) (Enter this figure on Page 7-7)

BANDS AND HARDWARE**Sizes****Price Per Each**

12 inch	\$ 3.39
15 inch	\$ 4.20
18 inch	\$ 5.00
24 inch	\$ 6.64
30 inch	\$ 10.05
36 inch	\$ 12.00

SCHEDULE #5 - CORRUGATED EXTERIOR/SMOOTH INTERIOR HIGH DENSITY POLYETHYLENE PIPE AND SPLIT COUPLERS HARDWARE**Corrugated Exterior/Smooth Interior Pipe****Sizes****Corrugated/Smooth Pipe, Price Per Linear Foot**

12 inch	\$ 2.55
15 inch	\$ 3.40
18 inch	\$ 5.35
24 inch	\$ 8.45
30 inch	\$ 12.95
36 inch	\$ 17.50

Average per linear foot price.....\$ 8.37
(Total of all items bid divided by 6)

TOTAL PRICE - SCHEDULE #5.....\$ 33,480.00

(Average per linear foot price times est. 4,000 ft. req'd) (Enter this figure on Page 7-7)

SPLIT COUPLERS**Price Per Each**

12 inch	\$ 2.55 /each
15 inch	\$ 3.40 /each
18 inch	\$ 5.35 /each
24 inch	\$ 8.45 /each
30 inch	\$ 12.95 /each
36 inch	\$ 17.50 /each

END SECTIONS**Price Per Each**

12 inch	\$ 66.80	/each
15 inch	\$ 69.14	/each
18 inch	\$ 91.83	/each
24 inch	\$ 125.84	/each
30 inch	\$ 370.81	/each
36 inch	\$ 431.56	/each

SCHEDULE #6-1 – GUIDE RAIL - NEW

	<u>UNIT PRICE</u>	<u>EXTENDED</u>
#1 ET-2000 End Treatment - 100 each	\$ _____	\$ _____
#2 SRT-350 End Treatment -100 each	\$ _____	\$ _____
#3 Type 2S Strong Post End Treatment – 20 each	\$ _____	\$ _____
#4 Type 2W Weak Post End Treatment – 20 each	\$ _____	\$ _____
#5 Type 2W Guide Rail – 1250 each	\$ _____	\$ _____
#6 Type 2WC Guide Rail – 1250 each	\$ _____	\$ _____
#7 Type 2S Guide Rail – 1250 each	\$ _____	\$ _____
#8 Type 2SC Guide Rail – 1250 each	\$ _____	\$ _____

TOTAL PRICE SCHEDULE#6-1, NEW GUIDE RAIL.....\$ _____
(Enter this figure on Page 7-7)

SCHEDULE #6-2 – GUIDE RAIL – USED

	<u>UNIT PRICE</u>	<u>EXTENDED</u>
#1 ET-2000 End Treatment - 100 each	\$ _____	\$ _____
#2 SRT-350 End Treatment – 100 each	\$ _____	\$ _____
#3 Type 2S Strong Post End Treatment – 20 each	\$ _____	\$ _____
#4 Type 2W Weak Post End Treatment – 20 each	\$ _____	\$ _____
#5 Type 2W Guide Rail – 1250 each	\$ _____	\$ _____
#6 Type 2WC Guide Rail – 1250 each	\$ _____	\$ _____
#7 Type 2S Guide Rail – 1250 each	\$ _____	\$ _____
#8 Type 2SC Guide Rail – 1250 each	\$ _____	\$ _____

TOTAL SCHEDULE #6-2, USED GUIDE RAIL.....\$ _____
(Enter this figure on page 7-7)

SCHEDULES TOTAL

Schedule #1A - Crushed Stone	\$ _____
Schedule #1B - Crushed Stone	\$ _____
Schedule #1C - Crushed Stone	\$ _____
Schedule #2A - Bituminous Concrete	\$ _____
Schedule #2B - Bituminous Concrete	\$ _____
Schedule #2C - Bituminous Concrete	\$ _____
Schedule #3 - Ready-Mix Concrete	\$ _____
Schedule #4 - Pipe, Bands & Hardware	\$ 13,760.00
Schedule #5 - Corrugated Polyethylene Pipe, Couplers and Hardware	\$ 33,480.00
Schedule #6-1 - New Guide Rail	\$ _____
Schedule #6-2 - Used Guide Rail	\$ _____

TOTAL PRICE FOR ALL SCHEDULES BID\$ 47,240.00 (*)

Prompt Payment Discount Terms _____.

(*) Basis for 5% Bid Bond, if required.

In case this proposal is accepted, the undersigned is hereby bound to enter into contract within thirty (30) days after receipt of notice of acceptance of the above, in accordance with the specifications.

In case this proposal is accepted, the undersigned is hereby bound to commence and complete all of the work included under this contract in such time and such manner as designated for the various items he has contracted to supply.

In submitting this proposal, it is understood that the unrestricted right is reserved by the County to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said proposals, and it is agreed that this proposal may not be withdrawn for a period of at least sixty (60) days from date of opening thereof.

The undersigned hereby certifies that this proposal is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other bidder.

FIRM NAME Lane Enterprises, Inc.

SIGNATURE *Marlin J. Cathers*

PRINT/TYPE SIGNATURE Marlin J. Cathers

TITLE Area Manager

OFFICIAL ADDRESS 377 Crooked Lane, King of Prussia, 19406

TAX IDENTIFICATION NUMBER 23-2383584

Bidder will state below whether the bid is by an individual, partnership, or corporation.

Corporation

Bidder will state below the name of the Bonding Company to be used in case of award, and name and address of local agent therefor.

BONDING COMPANY The Loomis Company

NAME OF AGENT Edward J. Cavanaugh

ADDRESS 625 Spring Street, P.O. Box 7011 Wyomissing, PA 19610

Accompanying this proposal is: Certified Check X Bid Bond

In the amount of.....\$ 2,372.00

The amount of this deposit is based on a grand total bid of:.....\$ 47,240.00

ADDENDA: Bidder agrees that the following Addenda (s) issued during the bid period have been received and considered in preparing this Proposal; and, agrees that failure to acknowledge such Addenda (s) may be a basis for rejection of bid.

Addenda No.	Date
<u> </u>	<u> </u>
<u> </u>	<u> </u>

BID MUST BE SIGNED FOR CONSIDERATION
ABSOLUTE ADHERENCE TO PROPOSAL FORM CLAUSE IS REQUIRED

NONCOLLUSION AFFIDAVIT

I hereby affirm that Lane Enterprises, Inc.

(Name of Bidder)

has () has not (x) been convicted or found liable for any act prohibited by Federal or State law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years.

Lane Enterprises, Inc.

NAME OF BIDDER

By: 

(Signature) Marlin J. Cathers

Vice-President

(Title)

The bidder's statement on this Affidavit that (he) (she) (it) has been convicted or found liable for any act prohibited by Federal or State law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years does not prohibit the County of Montgomery from accepting a bid from or awarding a contract to that person, but it may be grounds for administrative suspension or debarment in the discretion of the County under the rules and regulations adopted by County Ordinance No. 99-1.

VERIFICATION

I Marlin J. Cathers, verify that the statements made in the
(Name of Affiant)

foregoing Noncollusion Affidavit are true and correct to the best of my knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 PA C.S. §4904 relating to unsworn falsification to authorities.



(Signature of Affiant)

Date: December 21, 2000

(8-A)

03-17-99

THIS AGREEMENT, made this _____ Day of _____ A.D. 20____
between the **COUNTY OF MONTGOMERY**, Pennsylvania, hereinafter called Party of the first part, and

S A M P L E

hereinafter called Party of the Second Part.

WITNESSETH, that the said Party of the Second Part, for and in consideration of the payments hereinafter specified and agreed to be made by the Party of the First part to the said Party of the Second Part, hereby covenants and agrees to and with the said Party of the First Part, to furnish and deliver all materials, equipment, and/or supplies required to be furnished and delivered, being:

in strict and exact accordance with the bid, proposal and/or specifications, which said bid, proposal and specifications are hereby made a part of this agreement by reference thereto as fully to all intents and purposes and to the same extent as though herein set out at length.

It is further agreed that in case any of the said materials, equipment and/or supplies furnished and delivered under this contract are rejected by the authorized or proper County Agent as unsuitable or unfit, such materials, equipment, and/or supplies so rejected shall be removed at once by the said Party of the Second Part, and other materials, equipment, and/or supplies of the proper kind and quality, and fully up to the requirements of this contract, furnished in place thereof, to the satisfaction of County Agent, at the cost and expense of the said Party of the Second Part; provided, however, that in the event Party of the Second Part fails, neglects, or refuses to furnish the replacement therefor within sixty (60) days after receipt (s) of written request so to do, County may purchase said replacements and Party of the Second Part agrees to be liable for costs thereof.

The remedies herein provided shall be in addition to and not in substitution of the rights and remedies which would otherwise be vested in the Party of the First Part under the terms of this agreement, including those contained in the bid, proposal and specifications, all of which rights and remedies are specifically reserved by the Party of the First Part.

Party of the Second Part shall at the time of execution of this contract give such security as shall be required by said County Agent or County Solicitor to insure Performance of Contract, compliance with Warranties and Guarantees of Party of Second Part, and Maintenance of said equipment, where provided by specifications.

It is agreed that this contract shall not be sublet as a whole nor shall any part thereof be assigned or transferred, and that no payment, or part payment, which may accrue hereunder shall be assigned. The said Party of the Second Part avers and represents that no such assignment or transfer of said contract has ever been made and that no payment or part payment, which may accrue hereunder, has ever been assigned. It is understood that said averment and representation is a material inducement to the execution of this agreement by the Party of the First Part

In consideration of the premises, the said Party of the First Part hereby agrees to pay to the Party of the Second Part for the said materials, equipment, and/or supplies the sums or prices set forth in the bid, proposal and specifications incorporated herein and made a part hereof by reference thereto.

The Party of the Second Part agrees to accept the said checks in payment as cash.

It is further distinctly understood and agreed that the total amount to be paid for the said materials, equipment, and/or supplies to be supplied under this contract shall in no event exceed the sum of

The term "Party of the Second Part", as used in this agreement, shall be construed to include both singular and plural, and shall be deemed to include each and every of the individuals, co-partnerships and corporations specifically named above and there designated as "Party of the Second Part". The masculine gender shall be deemed to include the feminine and neuter genders.

All interpolations and deletions were made before the signing hereof.

The parties hereto bind themselves, their heirs, executors, administrators and successors for the faithful performance of this agreement.

Attest:

COUNTY OF MONTGOMERY (SEAL)

By _____

Chief Clerk

Montgomery County Commissioners

Signed, Sealed and Delivered
in the presence of

(SEAL)

By _____

President

Co-Partner

Witness to Principal

Secretary

Co-Partner

Approved as to form:

Solicitor

PERFORMANCE BOND

Know All Men By These Presents, that _____

_____ with principal place of business at _____,

Pennsylvania, as PRINCIPAL, and _____

_____, Pennsylvania, as SURETY, are held and firmly bound unto COUNTY OF MONTGOMERY, Pennsylvania, and its successors and assigns, as OBLIGEE, in the sum of _____

_____ (\$ _____) DOLLARS, lawful money of the United States of America, for which payment well and truly to be made, we and each of us, have hereunto and do hereby firmly bind ourselves, our heirs, personal representatives, successors and assigns.

WHEREAS, Principal herein has entered into a contract or agreement in writing with COUNTY OF MONTGOMERY, whereby Principal did obligate itself to furnish all materials, equipment and labor necessary to, in a complete and workmanlike manner, do said work, as in said contract or agreement in writing more fully set forth, the same being fully incorporated herein by reference with the same force and effect as if fully copied herein.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal shall well and truly do and perform all those things which he did by said written contract or agreement obligate himself to do, and shall in all respects comply with the said recited contract, then this obligation shall be void and of no effect. Otherwise to be and remain in full force and virtue.

IN WITNESS WHEREOF the PRINCIPAL and SURETY have caused this instrument to be duly executed and sealed in their and each of their behalves, this _____ day of _____, A.D. 200 ____.

S A M P L E

Witness:

_____(SEAL)
(Principal)

(Witness to Principal) By: _____
(President) (Co-Partner)

(Surety)

(Witness to Surety) By: _____
(Attorney-in-Fact)

THIS AGREEMENT, made this _____ Day of _____ A.D. 20____
between the **COUNTY OF MONTGOMERY**, Pennsylvania, hereinafter called Party of the first part, and

S A M P L E

hereinafter called Party of the Second Part.

WITNESSETH, that the said Party of the Second Part, for and in consideration of the payments hereinafter specified and agreed to be made by the Party of the First part to the said Party of the Second Part, hereby covenants and agrees to and with the said Party of the First Part, to furnish and deliver all materials, equipment, and/or supplies required to be furnished and delivered, being:

in strict and exact accordance with the bid, proposal and/or specifications, which said bid, proposal and specifications are hereby made a part of this agreement by reference thereto as fully to all intents and purposes and to the same extent as though herein set out at length.

It is further agreed that in case any of the said materials, equipment and/or supplies furnished and delivered under this contract are rejected by the authorized or proper County Agent as unsuitable or unfit, such materials, equipment, and/or supplies so rejected shall be removed at once by the said Party of the Second Part, and other materials, equipment, and/or supplies of the proper kind and quality, and fully up to the requirements of this contract, furnished in place thereof, to the satisfaction of County Agent, at the cost and expense of the said Party of the Second Part; provided, however, that in the event Party of the Second Part fails, neglects, or refuses to furnish the replacement therefor within sixty (60) days after receipt (s) of written request so to do, County may purchase said replacements and Party of the Second Part agrees to be liable for costs thereof.

The remedies herein provided shall be in addition to and not in substitution of the rights and remedies which would otherwise be vested in the Party of the First Part under the terms of this agreement, including those contained in the bid, proposal and specifications, all of which rights and remedies are specifically reserved by the Party of the First Part.

Party of the Second Part shall at the time of execution of this contract give such security as shall be required by said County Agent or County Solicitor to insure Performance of Contract, compliance with Warranties and Guarantees of Party of Second Part, and Maintenance of said equipment, where provided by specifications.

It is agreed that this contract shall not be sublet as a whole nor shall any part thereof be assigned or transferred, and that no payment, or part payment, which may accrue hereunder shall be assigned. The said Party of the Second Part avers and represents that no such assignment or transfer of said contract has ever been made and that no payment or part payment, which may accrue hereunder, has ever been assigned. It is understood that said averment and representation is a material inducement to the execution of this agreement by the Party of the First Part

In consideration of the premises, the said Party of the First Part hereby agrees to pay to the Party of the Second Part for the said materials, equipment, and/or supplies the sums or prices set forth in the bid, proposal and specifications incorporated herein and made a part hereof by reference thereto.

The Party of the Second Part agrees to accept the said checks in payment as cash.

It is further distinctly understood and agreed that the total amount to be paid for the said materials, equipment, and/or supplies to be supplied under this contract shall in no event exceed the sum of

The term "Party of the Second Part", as used in this agreement, shall be construed to include both singular and plural, and shall be deemed to include each and every of the individuals, co-partnerships and corporations specifically named above and there designated as "Party of the Second Part". The masculine gender shall be deemed to include the feminine and neuter genders.

All interpolations and deletions were made before the signing hereof.

The parties hereto bind themselves, their heirs, executors, administrators and successors for the faithful performance of this agreement.

Attest:

COUNTY OF MONTGOMERY (SEAL)

By _____

Chief Clerk

Montgomery County Commissioners

Signed, Sealed and Delivered
in the presence of

(SEAL)

By _____

President

Co-Partner

Witness to Principal

Secretary

Co-Partner

Approved as to form:

Solicitor

PERFORMANCE BOND

Know All Men By These Presents, that _____

_____ with principal place of business at _____,

Pennsylvania, as PRINCIPAL, and _____

_____, Pennsylvania, as SURETY,
are held and firmly bound unto COUNTY OF MONTGOMERY, Pennsylvania, and its
successors and assigns, as OBLIGEE, in the sum of _____ (\$ _____)

DOLLARS, lawful money of the United States of America, for which payment well and truly to
be made, we and each of us, have hereunto and do hereby firmly bind ourselves, our heirs,
personal representatives, successors and assigns.

WHEREAS, Principal herein has entered into a contract or agreement in writing with COUNTY
OF MONTGOMERY, whereby Principal did obligate itself to furnish all materials, equipment
and labor necessary to, in a complete and workmanlike manner, do said work, as in said contract
or agreement in writing more fully set forth, the same being fully incorporated herein by
reference with the same force and effect as if fully copied herein.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal shall well and
truly do and perform all those things which he did by said written contract or agreement obligate
himself to do, and shall in all respects comply with the said recited contract, then this obligation
shall be void and of no effect. Otherwise to be and remain in full force and virtue.

IN WITNESS WHEREOF the PRINCIPAL and SURETY have caused this instrument to be duly
executed and sealed in their and each of their behalves, this _____ day of _____,
A.D. 200____.

S A M P L E

Witness:

_____(SEAL)
_____(Principal)

(Witness to Principal) By: _____
(President) (Co-Partner)

(Surety)

(Witness to Surety) By: _____
(Attorney-in-Fact)