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**Blooming Glen Contractors, Inc.**

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**Contact Information**

**Blooming Glen Contractors, Inc.**  
901 Minsi Trail  
Blooming Glen, PA 18911

**Mailing Address:**  
P.O. Box 391  
Blooming Glen, PA 18911  
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**Hours:**  
8AM to 5PM  
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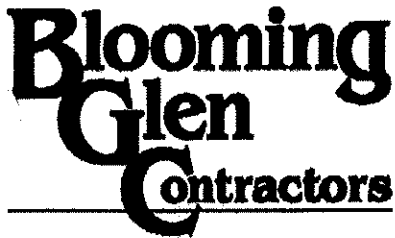
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**Blooming Glen Contractors, Inc.**

Blooming Glen Contractors is a trusted member of The H&K Group Family of Companies. Located in Blooming Glen, PA we have been providing the Bucks/Montgomery region with full-service site contracting since 1971.

Delivering full-service site contracting is our primary focus, but as with any H&K Group company, we embody the Diversified Strength of The H&K Group Family of Companies.

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**BLOOMING GLEN CONTRACTORS, INC.**

A Complete Sitework Contractor

P.O. Box 391

Bloomington Glen, PA 18911

Phone: (215) 257-9400 Fax: (215) 258-5937

**BLOOMING GLEN, PA**

December 15, 2008

GenTerra Corporation  
 85 Dowlin Forge Road  
 Exton, Pa. 19341

Phone: 610-363-6003

Fax: 610-363-6005

Attn: Mr. John Panizza

Re: **Lakeview - Budget Price**  
**Richland Twp. - Bucks Co.**

We are pleased to offer our proposal for construction of the above referenced project.  
 These prices are based on plans dated 5/11/2007 - Sheet 1 of 1 with revision date of .

Following is our detailed scope of work:

Page 1 of 6

Description	Quantity	Units	Unit Cost	Amount
<b>Erosion Control</b>				
Stone Construction Entrance	330.00	SY	11.65	3,844.50
18" Silt Fence	800.00	LF	3.30	2,640.00
Super Silt Fence	1,300.00	LF	9.45	12,285.00
Inlet Filters	10.00	EA	127.00	1,270.00
Erosion Control Matting	10,000.00	SF	0.55	5,500.00
Temporary Seeding **Topsoil Pile Only**	1.00	LS	880.00	880.00
Diversion Swale	400.00	LF	7.30	2,920.00
Sed. Trap #1				
Strip Topsoil, 6-8" Depth	300.00	CY	3.65	1,095.00
Site Cut/Fill-Push	2,500.00	CY	4.70	11,750.00
Bulk Respread Topsoil	300.00	CY	11.75	3,525.00
0-24" DW Headwalls	1.00	EA	1,894.00	1,894.00
RCP 18" CL 3 O-Ring/Super Seal	60.00	LF	35.00	2,100.00
Anti-Seep Collar	2.00	EA	1,470.00	2,940.00
Outlet Structure	1.00	EA	3,000.00	3,000.00
Rip Rap Rock Lining R4	200.00	SF	9.20	1,840.00
<b>Erosion Control Total</b>				<b>\$57,483.50</b>

**Clearing**

Description	Quantity	Units	Unit Cost	Amount
Clearing/Grubbing	1.00	LS	8,569.00	8,569.00
<b>Clearing - Total</b>				<b>\$8,569.00</b>
<b>Excavation</b>				
Strip Topsoil-Push	4,400.00	CY	3.65	16,060.00
Site Cut/Fill-Push	5,400.00	CY	5.00	27,000.00
Export Fill (Includes Spoils)	7,250.00	CY	16.30	118,175.00
Fine Grade Building Slabs	4,800.00	SY	1.10	5,280.00
Rough Grade	145,000.00	SF	0.04	5,800.00
Topsoil Respread	1,700.00	CY	15.15	25,755.00
Export Excess Topsoil	2,700.00	CY	10.95	29,565.00
Curb - Excavation/Backfill	3,040.00	LF	3.40	10,336.00
Bit. Sidewalk Excavation	49,000.00	SF	0.95	46,550.00
<b>Excavation - Total</b>				<b>\$284,521.00</b>
<b>Sanitary Sewer</b>				
Traffic Control	1.00	LS	820.00	820.00
Tie-Ins	1.00	EA	1,802.00	1,802.00
6" PVC - Laterals	1,440.00	LF	25.45	36,648.00
8" PVC	975.00	LF	23.50	22,912.50
Lateral Connections	28.00	EA	405.00	11,340.00
Clean Outs	28.00	EA	265.00	7,420.00
Stone Backfill	1,760.00	TN	11.00	19,360.00
4' Dia. Manhole	6.00	EA	2,273.00	13,638.00
Sawcutting	450.00	LF	2.40	1,080.00
Street Repair	1.00	LS	4,980.00	4,980.00
Air & Mandrel Testing	1.00	LS	3,907.00	3,907.00
<b>Sanitary Sewer - Total</b>				<b>\$123,907.50</b>
<b>Storm Sewer</b>				
12" HDPE Smooth Bore Pipe	240.00	LF	23.20	5,568.00
15" HDPE Smooth Bore Pipe	324.00	LF	24.85	8,051.40
18" HDPE Smooth Bore Pipe	440.00	LF	29.15	12,826.00
24" HDPE Smooth Bore Pipe	210.00	LF	37.65	7,906.50
Stone Backfill	1,135.00	TN	10.95	12,428.25
4' Type C Inlet	10.00	EA	2,230.00	22,300.00
4' Type M Inlet	1.00	EA	2,213.00	2,213.00
12" HDPE End Section	6.00	EA	318.00	1,908.00
Underground Infiltration System	1.00	LS	59,600.00	59,600.00

Description	Quantity	Units	Unit Cost	Amount
<b>Storm Sewer - Total</b>				<b>\$132,801.15</b>
<b>Water System</b>				
8" Tie In	1.00	EA	1,671.00	1,671.00
Ductile Iron Pipe - 6"	30.00	LF	37.10	1,113.00
Ductile Iron Pipe - 8"	1,350.00	LF	39.95	53,932.50
Stone Backfill	1,550.00	TN	10.95	16,972.50
Curb Stop & Box with Corp.	28.00	EA	275.00	7,700.00
1" Copper	720.00	LF	23.35	16,812.00
DIP Fittings	1.00	LS	4,676.00	4,676.00
Thrust Block	16.00	EA	88.50	1,416.00
6" Valve	2.00	EA	1,042.00	2,084.00
8" Valve	5.00	EA	1,392.00	6,960.00
8" Blow off	1.00	EA	838.00	838.00
Fire Hydrant	2.00	EA	2,550.00	5,100.00
Testing	1.00	LS	2,605.00	2,605.00
Sawcutting	720.00	LF	2.40	1,728.00
Street Repair	1.00	LS	7,875.00	7,875.00
<b>Water System - Total</b>				<b>\$131,483.00</b>
<b>Site Improvements</b>				
Pavilion Work	1.00	LS	55,000.00	55,000.00
Concrete Roll Curb	3,040.00	LF	14.00	42,560.00
Sidewalk, 4" with Stone	16,515.00	SF	5.75	94,961.25
Handicap Ramps	8.00	EA	876.00	7,008.00
<b>" 8' Bit. Path"</b>				
Fine Grade For Paving	3,410.00	SY	0.90	3,069.00
2A Modified Subbase - 4"	3,410.00	SY	2.90	9,889.00
ID-2 Wearing 2-1/2"	3,410.00	SY	11.15	38,021.50
<b>" Driveways"</b>				
Fine Grade For Paving	1,890.00	SY	1.05	1,984.50
2A Modified Subbase - 6"	1,890.00	SY	5.90	11,151.00
ID-2 Binder 2"	1,890.00	SY	10.80	20,412.00
Sweep And Tack	1,890.00	SY	0.40	756.00
ID-2 Wearing - 1-1/2"	1,890.00	SY	10.15	19,183.50
<b>"Recreation Area Parking"</b>				
Fine Grade For Paving	910.00	SY	1.00	910.00
2A Modified Subbase - 6"	910.00	SY	4.45	4,049.50
BCBC 4"	910.00	SY	15.10	13,741.00
Sweep And Tack	910.00	SY	0.40	364.00

Description	Quantity	Units	Unit Cost	Amount
ID-2 Wearing - 1-1/2"	910.00	SY	7.55	6,870.50
<b>"Roadway/Parking Lot"</b>				
Fine Grade For Paving	4,945.00	SY	1.00	4,945.00
2A Modified Subbase - 6"	4,945.00	SY	4.45	22,005.25
BCBC 4"	4,945.00	SY	13.85	68,488.25
Sweep And Tack	4,945.00	SY	0.40	1,978.00
ID-2 Wearing - 1-1/2"	4,945.00	SY	6.70	33,131.50
Butt Joints (Pave Notches)	100.00	LF	8.65	865.00
Pavement Markings/Signs	1.00	LS	1,210.00	1,210.00
Site Layout	1.00	LS	16,965.00	16,965.00
As-Builts-Our Work Only	1.00	LS	1,130.00	1,130.00
Supervision/Mobilization	1.00	LS	18,040.00	18,040.00
<b>Site Improvement - Total</b>				<b>\$498,688.75</b>
<b>Bid Total</b>				<b>\$1,237,453.90</b>

**Exclusions**

Retainage To Be Withheld  
 Bond  
 Permits  
 Inspection Fees  
 Soil Testing  
 Utility Relocations  
 Downtime To Any Unknown Utilities  
 Locating Existing Utilities  
 Benchmarks, Property Lines  
 Building Corners Or Monuments  
 Seed, Sod, Or Landscape  
 Safety Fence  
 Tree Relocation  
 Tree Protection  
 Basement Excavation  
 Stone Under Slabs  
 Excavation/Backfill For Other Trades  
 Over Excavation of Unsuitable Soils  
 York Raking Of Topsoil  
 Topsoil Stone Removal  
 Roof Drains  
 Pipe Closer Than 5' Of Building  
 Hazardous Waste Removal

Description	Quantity	Units	Unit Cost	Amount
Contaminated Dirt Removal Engineered As-Built Drawings Overexcavation or Replacement of Unsuitable Soils Rock Is Excluded				

The pricing included in the attached proposal is subject to change due to the current market prices and availability of materials. PVC and Ductile Iron piping prices are valid for 30 days.

\*\*\* NOTE: This pricing is to be used for BUDGETARY purposes only.

\*\*\* The Erosion Control includes the installation and removal.

\*\*\* All excess fill, topsoil, etc. was figured to be hauled offsite to dump.

\*\*\* The backfill for the utility trenches were figured with 6" 2B bedding with 2A Mod. to 12" above pipe. Full depth 2A if under paving.

\*\*\* The Sanitary Sewer line was figured to be tied into an existing MH in Heller Rd. approx. 50' south of property line and the Water Line to an existing line in Heller Rd. at Walnut Bank Farm Rd. just south of the existig MH.

\*\*\* Escalation Clause: Due to the uncertain stabilization of asphalt, fuel, and construction material prices, we reserve the right to increase the contract price in an amount equal to our increase subsequent to the date of this contract. Documents verifying the incurred increase will be furnished upon request.

\*\*\* All time and material work performed will be invoiced at our current standard company rates.

\*\*\* This proposal is based on the qualification that all exported soil meets the definition of "Clean Fill" in accordance with PA DEP Regulation #258-2182.773 dated 4/24/04

\*\*\* All material identified as "Regulated Fill" in accordance with PA DEP Regulations 25PA Code 287-2 or 271.2, to remain on site.

\*\*\* Blooming Glen cannot guarantee against ponding when existing conditions have less than 2% slope.

\*\*\* This proposal is based on an A.C. index of \$503.00.

### Terms and Conditions

We hereby propose to furnish only the material and labor specifically identified above in accordance with the above specifications for the sum of:

one million two hundred thirty-seven thousand four hundred fifty-three and 90 / 100 Dollars (\$1,237,453.90).

**Changes/Methods:** Blooming Glen Contractors, Inc. shall be entitled to additional compensation over and above the prices set forth in this Proposal for any alteration or deviation from the above labor, material or specifications or for any concealed or unforeseen site conditions involving any extra cost. Blooming Glen Contractors, Inc. shall have exclusive discretion to determine whether proper conditions exist to perform the work.

**Escalation Clause:** Due to the uncertain stabilization of asphalt, fuel, and construction material prices, we reserve the right to increase the contract price in an amount equal to our increase subsequent to the date of this contract. Documents verifying the incurred increase will be furnished upon request.

**Payment: NET 30 Days - Full Payment of Invoiced Amount.** A service charge of 1.5% per month (18% per year) will be charged on all sums due and owing 30 days after invoice. All payments will be credited to oldest billing. Blooming Glen Contractors, Inc. specifically reserves the right to change, alter or modify these payment terms or to withdraw this Proposal after review of Customer's credit information. Applicant gives authorization to obtain credit and financial information concerning the Applicant at any time and from any source. If undersigned is an individual, the signing of this Proposal shall constitute authorization to Creditor to obtain a Consumer Credit Report.

**Schedule:** Blooming Glen Contractors, Inc. shall perform the work within a mutually agreeable time frame. Blooming Glen Contractors, Inc. shall not be liable for: (1) any delay damages, regardless of the cause of the alleged delay; or (2) any consequential or incidental damages of any kind, regardless of the alleged cause.

**Risk of Loss/Indurance:** The Customer shall bear the risk of loss or damage to the work or any portion thereof completed by Blooming Glen Contractors, Inc., and Customer shall, at its sole cost and expense, provide insurance in "all risk" form to include the interests of the Owner, Blooming Glen Contractors, Inc., and all Subcontractors as named insureds on customer's policy. Blooming Glen Contractors, Inc., will provide Workmen's Compensation Insurance for its employees.

**Attorneys' Fees and Costs:** Customer agrees to pay any and all expenses incurred by Blooming Glen Contractors, Inc. to enforce its rights under this document, including but not limited to attorneys' and consultants' fees, interest and costs of litigation.

**Permits and Fees:** Customer shall give all notices, secure and pay for all permits, licenses and inspections, comply with all laws, ordinances, rules and regulations, and mark all utility lines prior to commencement of any work. Blooming Glen Contractors, Inc., is not responsible or liable for any damage done to unmarked or incorrectly marked utility lines.

**As Built:** Blooming Glen Contractors, Inc., will be responsible for supplying the General Contractor or Owner with "Red-Line" drawings showing any location or elevation changes made in the field for our scope of work (no septas or mylars will be provided).

**Expiration:** This Proposal automatically expires and becomes null and void if Customer's Approval is not received by Blooming Glen Contractors, Inc., within thirty (30) days from the date of this Proposal. Blooming Glen Contractors, Inc., reserves the right to withdraw this Proposal any time prior to receipt of Customer's Approval.

**Contract Requirement:** Performance of the work set forth above is expressly contingent upon (1) Customer's Approval of the Proposal; and (2) Blooming Glen Contractors, Inc.'s Acceptance of the Proposal. Blooming Glen Contractors, Inc., shall have no obligation or liability to perform any work on any terms until the two conditions are satisfied.

**Choice of Law/Venue:** This document shall be governed by the laws of the Commonwealth of Pennsylvania and the forum for all disputes arising under this document shall be Montgomery County, Pennsylvania, or such other jurisdiction as chosen by Blooming Glen Contractors, Inc., in its sole discretion. Applicants residing, operating or conducting business outside the Commonwealth of Pennsylvania or whose Corporate Registration is other than the Commonwealth of Pennsylvania hereby expressly grant the Creditor exclusive right to choose the judicial venue within the Applicant's State Court System.

BLOOMING GLEN CONTRACTORS, INC.

By: \_\_\_\_\_  
Todd Hannahoe

Note: This is not a valid contract unless and until executed and accepted below by Customer and Blooming Glen Contractors, Inc.

#### APPROVAL OF PROPOSAL AND CONTRACT

Customer hereby approves the prices, specifications, terms and conditions set forth in the Proposal and requests that Blooming Glen Contractors, Inc., perform the work specified in the Proposal based upon the specifications, terms and conditions set forth above in the Proposal, all of which are incorporated herein by reference. Payment will be made as outlined in the Proposal.

APPROVED BY CUSTOMER:

APPROVED BY BLOOMING GLEN CONTRACTORS, INC.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

Date of Approval: \_\_\_\_\_