



**PROPOSAL AND CONTRACT  
( WHEN EXECUTED )**

INSTRUCTIONS ON PAGE 4

**THIS PROPOSAL INCLUDES  
INSTRUCTIONS TO BIDDERS**

**A. DEPOSIT OF PROPOSALS.**

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of June 11, 2026 ."   
DATE

Sealed Proposals will be received on or before 10:00 A.M. on the above Letting Date.   
TIME

Bids will be opened and read at approximately 10:00 A.M. , on the above Letting Date.   
TIME

Cumberland Township  
MUNICIPALITY (NAME & TYPE)  
Michele Long  
SECRETARY  
1370 Fairfield Road  
Gettysburg, PA 17325  
ADDRESS

**PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.**

- 1 The contractor proposes to furnish labor and equipment and to perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment), in accordance with specifications on file at Cumberland Township as well as the supplements and special requirements contained herein.
- 2 If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed, or as otherwise provided in the special requirements, and will complete all work within **see attachment 1-A** calendar days.
- 3 Accompanying this proposal is a certified check or bid bond in the amount of 10% made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

**B. PROPOSAL OF:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NAME / ADDRESS OF CONTRACTOR**

**CONTRACTORS CERTIFICATION**

**It is hereby certified as follows:**

- 1 The only person interested in the proposal as principal (s) is (are):  
\_\_\_\_\_  
\_\_\_\_\_
- 2 None of the above persons are employees of the municipality.
- 3 This proposal is made without collusion with any other person, firm or corporation.
- 4 All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit price listed on the Schedule of Prices. (Attachment 1).

- 5 The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.
  
- 6 The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof, and a payment bond, conditioned on the prompt payment of the labor and equipment supplied or performed in the prosecution of the work, in accordance with the Public Works Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

\_\_\_\_\_

**CONTRACTOR**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE:

WITNESSED OR ATTESTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE:

=====

**TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED**

=====

ACCEPTED ON : \_\_\_\_\_  
DATE

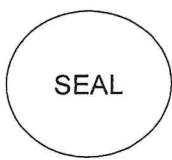
\_\_\_\_\_

**Cumberland Township  
MUNICIPALITY**

BY: \_\_\_\_\_  
TITLE:

BY: \_\_\_\_\_  
TITLE:

BY: \_\_\_\_\_  
TITLE:



ATTESTED BY: \_\_\_\_\_  
TITLE:

=====

**ATTACHMENT 1  
( PROPOSAL AND CONTRACT )**

County: Adams County

Municipality: Cumberland Township

Project Number: \_\_\_\_\_

**LOCATION OF WORK:**

Cumberland Township Municipal Complex; 1370 Fairfield Road; Gettysburg PA 17325 rear parking lot.

**DESCRIPTION OF WORK:**

Paving of rear parking lot to include full depth milling, surface milling, stone and asphalt placement, and grading. Also including: 1)asphalt should be graded to flow away from buildings and into existing storm water structures; 2)Utilize milled materials in stone base where possible; 3)owner to provide all materials to site; 4)owner will provide all trucking of removed milled materials; 5)paving work should be scheduled Monday-Thursday; 6)existing fence and gates are the responsibility of the contractor; 7)work must be completed by Oct. 1, 2026; 8)contractor will provide labor and equipment to complete the project; 9)adjusting of the stormwater structures will be the responsibility of the Township; 10)all interested contractors are to attend the prebid meeting on June 2, 2026 at 10:00a.m.. See attached aerial layout.

THIS PORTION TO BE COMPLETED BY THE MUNICIPALITY

**SCHEDULE OF PRICES**

1 Item No.	2 Approximate Quantities	3 Unit	4 *Description	5 Unit Price	6 Total
1	1400+/-	SY	Mill existing asphalt and stone base to a depth of 12" minimum; Install 6" of 2A stone; Install 3.5" of 25mm base course blacktop compacted in place		
2	2500+/-	SY	Mill remaining parking lot and overlay; Mill existing asphalt to a depth of 2.5" as needed; sweep and clean all loose stone and debris; apply tack oil on all vertical and milled surfaces; place minimum 2.5" of 12.5 mm wearing course blacktop compacted in place;		
			***ALL MATERIAL TO BE PROVIDED BY CUMBERLAND TOWNSHIP***		
			Bid to be awarded to the lowest responsible bidder based on a total of all items.		
				TOTAL	


**SPECIAL PROVISIONS TO CONTRACT ( Attachment 1-A )  
CONTAINS IMPORTANT INFORMATION FOR THE CONTRACTOR**

**The Prime Contractor and subcontractors must comply with all of the following provisions that are marked with an "X".**

- X Notify the Municipality five working days prior to start of project.
- X Work to be completed on or before 10/1/2026 . After 10/30/2026 Liquidated damages apply at the rate of \$ 885.00 per calendar day.
- X Municipality to inspect project.
- X Tack Coat required and is incidental to paving item unless noted otherwise.
- X Prime Coat required.  
Bituminous Seal on all abutting pavement and curbs required.
- X Saw cut or Milled Paving Notch required and incidental to paving item unless noted otherwise.
- X Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).  
Full width pavement with one pass required.
- X Municipality reserves the right to limit work completed.  
Taper pavement the last 3 feet to curb.  
For FOB Source bids, hauling distance will determine selection of bid award.
- X Municipality reserves the right to procure material which best suits their requirements after all bids and items are reviewed.
- X Incidental Preparation and clean up required. ( Project Construction Materials )  
The municipality reserves the right to make an award on the basis of the aggregate total for all like items on which quotations are received.
- X Contractor responsible for defects that occur within one year of applications.
- X Contractor required to review proposed project with Municipality's Representative prior to bidding.  
Oil Samples required from each distributor truck by contractor (1) one quart : A.M. & P.M. and witnessed by municipality and retained by municipality. (Oil samples must be placed in an approved type container that is compatible with oil sample.)  
At least three random stone samples to be taken by contractor on project site witnessed by municipality and retained by municipality.
- X Notice to Proceed will be the date of Contract acceptance.
- X Final Completion Certificate & Notice of Completion required.
- X Future award of Contract will be based on quality of work as determined by the municipality.  
Contractor, notify all residents of pending work to be performed.  
Contractor may be required to perform a test strip on each roadway  
E-verify required  
Prevailing wage rates apply  
Contractor shall supply proof of compliance to the e-verify law.
- X Bids to be awarded based on a total of all items to the lowest responsible bidder
- X Bidders are REQUIRED to review the proposed project with Chris Walter, Superintendent of Roads, prior to bidding.

**My signature signifies that I have read and understand the above special provisions to this contract, and by being authorized by this company to act as their authorized representative, and on their behalf hereby agree to adhere to any and all of the provisions pertaining to this contract.**

\_\_\_\_\_  
Contractor's Representative                      Date  
\_\_\_\_\_  
Company

\_\_\_\_\_  
Municipality's Representative                      Date  
Cumberland Township  
\_\_\_\_\_  
Municipality



**PERFORMANCE BOND  
(With Corporate Surety)**

**KNOW ALL MEN BY THESE PRESENTS, That we,**

\_\_\_\_\_

(NAME AND ADDRESS OF CONTRACTOR)

as Principal and \_\_\_\_\_  
(SURETY COMPANY)

a corporation incorporated under the laws of the State of \_\_\_\_\_ as Surety  
(NAME OF STATE)

are held and firmly bound unto \_\_\_\_\_ in the full and just sum of  
(NAME OF MUNICIPALITY) (\$ \_\_\_\_\_) dollars

lawful money to the United States of America, to be paid to the above Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

**NOW, THEREFORE**, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided, and shall well and truly, and in a manner satisfactory to the municipality fulfill all obligations as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contractor or its specifications with the express approval of the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the surety of any such alteration or forbearance being hereby waived.

**IN WITNESS WHEREOF**, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on \_\_\_\_\_  
(DATE OF BOND)



**Attest / Witness:**

\_\_\_\_\_  
CONTRACTOR

**BY**

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
TITLE:



**Attest / Witness:**

\_\_\_\_\_  
SURETY COMPANY

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
TITLE:

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we

[Redacted Name Box]

as PRINCIPAL and \_\_\_\_\_ as SURETY, are held and firmly bond unto the \_\_\_\_\_, in the full and just sum of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars, lawful money of the United States of America, to be paid to the said \_\_\_\_\_ or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above municipality hereinafter called Obligee, bearing even date herewith, for the improvement of a certain section of highway or bridge in said Municipality consisting of:

\_\_\_\_\_ for approximately the sum of: \_\_\_\_\_ (\$ \_\_\_\_\_) dollars.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden PRINCIPAL shall and will promptly pay or cause to be paid in full all sums of money which may be due by contract or otherwise, to any individual, firm, partnership, association or corporation, for all material furnished or labor supplied or performed in the prosecution of the work, whether or not the said for material or labor entered into and became component parts of the work and for rental of the equipment used and services rendered by public utilities in, or in connection with the prosecution of such work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Obligee herein that any individual firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the work as provided, and any public utility which has not been paid in full therefor, may sue in assumpsit on this Payment Bond in his, their, or its own name and may prosecute the same to final for such sum or sums as may be justly due him, them or it, and have execution thereon. Provided, however, that the Obligee shall not be liable for the payment of any costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee or the Principal to the other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES of any such alteration, extension of forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.



WITNESS:

CONTRACTOR

TITLE:

BY:

TITLE:



WITNESS:

SURETY COMPANY

TITLE:

TITLE:



**AFFIDAVIT RE**

**ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT**

State of \_\_\_\_\_ )  
 )  
 ) ss:  
 )  
County of \_\_\_\_\_ )

being duly sworn according to law deposes and says that they **he has**  
have **it has**

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with  
its supplements and amendments, and have insured their liability thereunder in accordance with the terms of said  
its

Act with \_\_\_\_\_  
(SURETY COMPANY)

\_\_\_\_\_  
( TYPE OR PRINT) CONTRACTOR

BY \_\_\_\_\_  
SIGNATURE

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_ .

\_\_\_\_\_  
SIGNATURE

My Commission Expires \_\_\_\_\_ ( DATE )

**ANTI-COLLUSION AFFIDAVIT**



County Adams County

Municipality Cumberland Township

Project Number \_\_\_\_\_

Fed. Project No. \_\_\_\_\_  
( If Applicable )

State of \_\_\_\_\_

County of \_\_\_\_\_

The undersigned deponent deposes and says that he is the \_\_\_\_\_  
of the \_\_\_\_\_ Company; that he is authorized to make this  
affidavit on behalf of said company and that the said company has not, either directly or indirectly,  
entered into any agreement, participated in any collusion, or otherwise taken any action  
in restraint of free competitive bidding in connection with such contract.

\_\_\_\_\_  
(Contractor)

**BY**

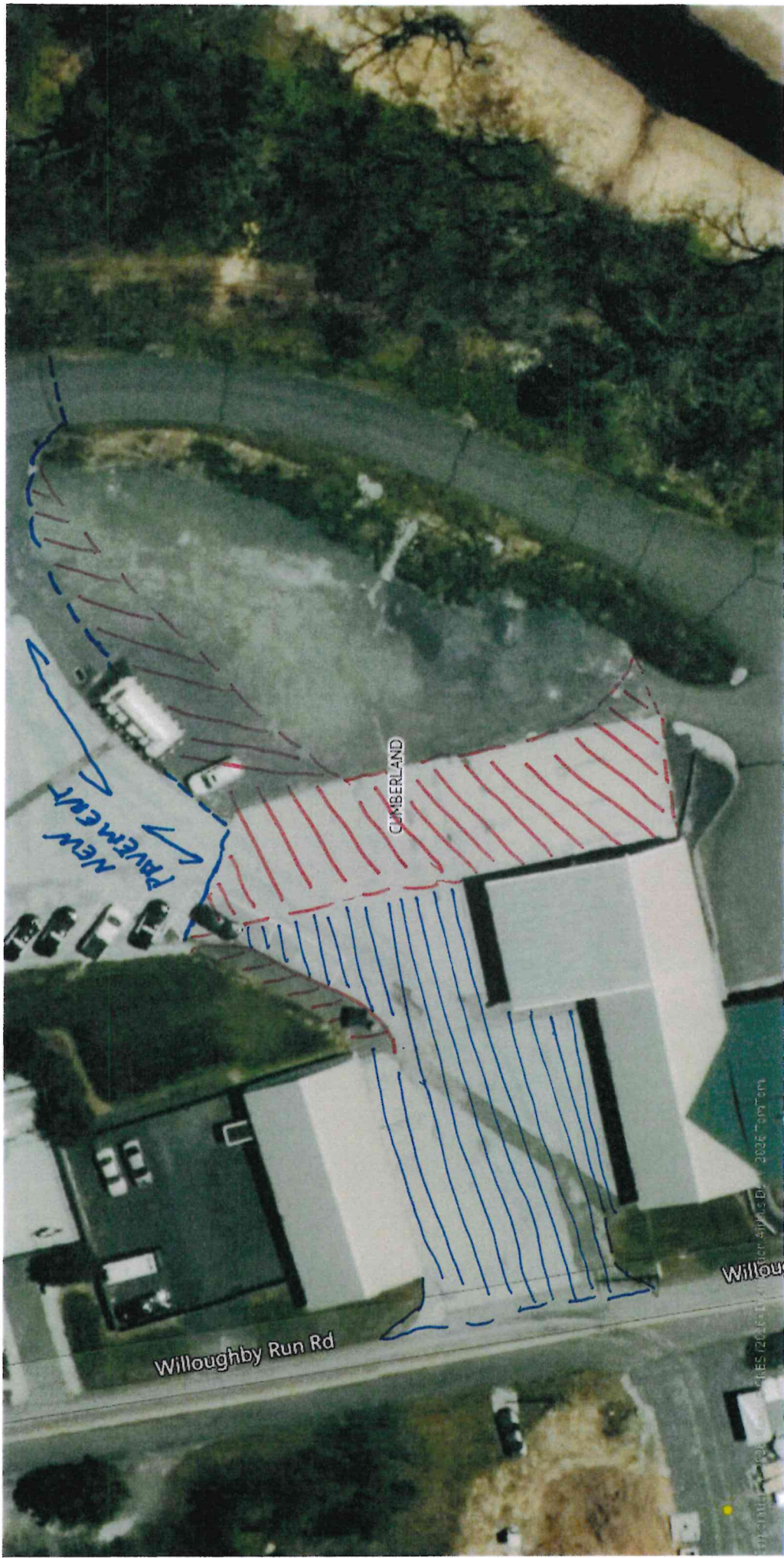
\_\_\_\_\_

**Sworn to and subscribed before me the undersigned notary public this**

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_



-M  
Base  
One  
-0

Willoughby Run Rd

CUMBERLAND

Willow

PHOTOGRAPH BY TOM TAM, 2006