



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 April 23, 2026 ." DATE

Cumberland Township MUNICIPALITY (NAME & TYPE)

Michele Long SECRETARY

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

1370 Fairfield Road Gettysburg, PA 17325 ADDRESS

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

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

- 1 The contractor proposes to furnish and deliver all materials (including Form CS-4171, CERTIFICATE OF COMPLIANCE) and to do and 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 and/ or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec.102.01).
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 N/A 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:

Three horizontal lines for contractor name and address.

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 all material furnished and labor 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

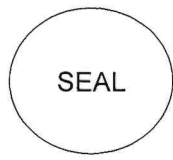
ACCEPTED ON : _____
 DATE

Cumberland Township
 MUNICIPALITY

BY: _____
 TITLE: _____

BY: _____
 TITLE: _____

BY: _____
 TITLE: _____



ATTESTED BY: _____
 TITLE: _____

**PRICE ADJUSTMENT OF BITUMINOUS MATERIAL
(ENGLISH)**

ITEM NO.: _____ MONTH PLACED: _____

GALLON _____ TON _____ SQ.YARD _____

IP = PRICE INDEX FOR MONTH MATERIAL WAS PLACED =
 =
 IB = PRICE INDEX IN THE BID PROPOSAL =
 IP / IB =

WHEN THE RATIO IP/IB FALLS WITHIN THE RANGE OF 0.90 TO 1.10 NO PRICE ADJUSTMENT IS NEEDED

WHEN THE RATIO IP/IB IS CALCULATED TO BE LESS THAN 0.90 , THE DEPT. WILL RECEIVE A PRICE REBATE
 WHEN THE RATIO IP/IB IS CALCULATED TO BE GREATER THAN 1.10 , THE CONTRACTOR WILL RECEIVE A PRICE INCREASE

MATERIAL PLACED:

DATE	GALLON
TOTAL	

DATE	TON
TOTAL	

DATE	SQ.YARD
TOTAL	

GALLON BASIS:

BITUMINOUS TONNAGE (Q) = 0.004164 x SPEC.GRAV. OF BIT. MAT. x % ASPHALT IN EMULSION x NO. OF GALLONS
 SPECIFIC GRAVITY OF BIT. MAT. = NO. OF GALLONS =
 % ASPHALT IN EMULSION =
 Q =

GALLONS PER SQUARE YARD BASIS:

BITUMINOUS TONNAGE (Q) = 0.004164 x AREA (SY) x APPL. RATE (Gallons / SY) x SPEC.GRAV. OF BIT.MAT.
 ACTUAL RESIDUE APPL. RATE = SURFACE AREA =
 SPECIFIC GRAVITY OF BIT. MAT. =
 Q =

SQUARE YARD BASIS:

BIT. MIX. TONNAGE PLACED = 0.000375 x AREA (SY) x DESIGN DEPTH (inches) x DESIGN DENSITY (lb / ft3)
 DESIGN DEPTH = SURFACE AREA =
 DESIGN DENSITY* =
 BIT. MIX. TONNAGE PLACED = _____
 BITUMEN TONNAGE (Q) = BIT. MIXTURE TONNAGE PLACED x % BITUMEN BY WEIGHT
 % BITUMEN BY WEIGHT* =
 Q =

*DESIGN DENSITY AND % BITUMEN TO BE OBTAINED FROM FORM TR-448A. DENSITY OF WATER = 62.4 lb / ft3.

TONNAGE BASIS:

BITUMEN TONNAGE (Q) = BIT. MIXTURE TONNAGE PLACED x % BITUMEN BY WEIGHT
 % BITUMEN BY WEIGHT* = BIT. MIXTURE TONNAGE =
 Q =

*% BITUMEN TO BE OBTAINED FROM FORM TR-448A.

PRICE INCREASE = (IP / IB - 1.10) x BITUMEN TONNAGE (Q) x IB
 = (- 1.10) x () x () =

PRICE REBATE = (0.90 - IP / IB) x BITUMEN TONNAGE (Q) x IB
 = (0.90 -) x () x () =

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:



KNOW ALL MEN BY THESE PRESENTS, that we

[Empty rectangular box for name]

as PRINCIPAL and a corporation incorporated under the laws of the State of _____ 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 have
he has
it has

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with
has his
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 in compliance with section 102.06 (e) of Department Specifications,
 Publication 408, as amended 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 _____