

BID DOCUMENTS

**INSTRUCTIONS, BIDDING FORMS, SPECIFICATIONS
STONE DELIVERY AND TRUCKING
CONTRACTS 1-17**

**Trucking Services and the Delivery of Materials
HAMILTON TOWNSHIP, TIOGA COUNTY &
WEST BURLINGTON TOWNSHIP, BRADFORD COUNTY
PENNSYLVANIA**

FOR

NORTHERN TIER SOLID WASTE AUTHORITY

**108 Steam Hollow Road
Troy, PA 16947
(570) 297-4177**

December 2025

DUE DATE: December 16, 2025 @10:00 a.m.

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ADVERTISEMENT FOR BIDS FOR
NORTHERN TIER SOLID WASTE AUTHORITY
BID FOR TRUCKING AND STONE SUPPLY
INVITATION TO BID
DECEMBER 2025

NOTICE IS HEREBY GIVEN that Northern Tier Solid Waste Authority (hereinafter referred to as "Owner") is accepting sealed bids for: The supply and delivery of material and/or trucking services at the OWNER's Landfill #2 at 108 Steam Hollow Rd, Troy, PA 16947 and Landfill #1 at 540 Old Bloss Rd, Blossburg, PA 16912; Delivery of cinders to Tiadaghton Area Transfer Station at 10455 Rte 6 Wellsboro, PA 16901.

Bidders must review all specifications in detail. All bids will be on forms provided by Owner. All envelopes containing bids shall be clearly marked: "Bid for Trucking and Stone Supply." Bidders must review and comply with the Bid Documents and Specifications. A brief description of each contract is as follows and the line number will refer to the individual contract number:

1. Hourly Trucking with Triaxle Dump Truck per hour as needed.
2. Delivery and Supply of Triaxle Loads of Bedding Sand per ton (Est. 100 tn)
3. Delivery and Supply of Triaxle Loads of # 8 stone or 1B per ton (Est. 200 tn)
4. Delivery and Supply of Triaxle Loads of 2RC per ton (Est. 100 tn)
5. Delivery and Supply of Triaxle Loads of 2B or #57 Stone per ton (Est. 100 tn)
6. Delivery and Supply of Triaxle Loads of R-3 per ton (Est. 100 tn)
7. Delivery and Supply of Triaxle Loads of R-4 per ton (Est. 100 tn)
8. Delivery and Supply of Triaxle Loads of cover soil (Est. 2000 tn)
9. Delivery and Supply of Triaxle Loads of Off Spec Material/ Excess material (Est. 100 tn)
10. Delivery and Supply of Triaxle Loads of Cinders per ton (Est. 200 tn)
- 10a. Delivery and Supply of Cinders to NTSWA Wellsboro location per ton (Est. 10 tn)
11. Delivery and Supply of Triaxle Loads of Antiskid per ton (Est. 100 tn)
12. Supply Super Vacuum Truck, Driver, and Helper per hour.
13. Hauling of leachate less than 5000 gallons to various locations per hour as needed.
14. Hauling of leachate more than 5000 gallons to various locations per hour as needed.
15. Detachable Low Boy trucking 40 ton 11'2" width per hour
16. Heavy Haul of equipment 45 ton trailer 11'11" width per hour.
17. Tanker or Trailer hauling for the Authority as needed. Bidders owned and operated semi tractor and must supply insurance at the required amounts on the semi and the authority's

owned trailer and or tanker or Triaxle, shipping to various locations per hour rate, as needed.

The Authority has the right to reject any or all bids, to accept any part of a bid without accepting the whole thereof, to accept multiple bids, or to accept such that the Authority deems to be in the best interest of the Authority and to hold the bids from the opening date for 30 days prior to awarding the contract.

The Owner reserves the right to waive any formalities as permitted by law. Bids submitted after bid opening will not be accepted. The bid form may be obtained on NTSWA's website at <https://www.ntswna.org/> under the bids tab, or by contacting Aaron Sheets of NTSWA at asheets@ntswna.org.

Sealed Bids will be received in the Owner's West Burlington Township Offices located at 108 Steam Hollow Road, Troy, Pennsylvania 16947 until December 16, 2025, at 10:00 a.m. Bids will be opened at that time. Bids will be considered for acceptance at the Owner's next regularly scheduled board meeting.

INSTRUCTIONS TO BIDDERS

DECEMBER 2025

Definitions: Owner - the owner is Northern Tier Solid Waste Authority. The word Owner is only used to describe Northern Tier Solid Waste Authority for the purpose of these documents. The successful Bidder(s) understands the scope of the trucking and material supply contract.

Bids: All bids shall be submitted to the Owner at the address shown in a sealed envelope and marked as Sealed Bids will be received in the Owner's West Burlington Township Offices located at 108 Steam Hollow Road, Troy, Pennsylvania 16947 until December 16, 2025 at 10:00 a.m. Bids will be opened at that time. Bids will be considered for acceptance at the Owner's regular meeting to take place on December 18, 2025, at 1:00 p.m.

The Owner reserves the right to waive any bid conditions or formalities when it appears to be in the Owner's best interest to do so.

The submission of a bid shall serve as conclusive evidence that the bidder has satisfied themselves as to all requirements outlined in the bid specifications, addendums (if applicable) and to all conditions serving to control the execution of the project which may ensue. The contractor shall not at any time after the submission of this bid, set up any claim whatsoever based upon insufficient data or incorrectly assumed conditions.

Bidders must refer to and Complete Attachment A and Attachment B.

Award of Contract: The Owner shall award the contract to the selected bidders or shall reject some or all bids within sixty (60) days of the date of bid opening, and no bidder may withdraw their bid before the expiration of such sixty (60) day period. Thirty (30) day extensions of the date of the award of the contract may be made by the mutual consent of the Owner and the selected bidder[s]. Contracts may be awarded to multiple contractors/bidders. Each line number will correspond to the contract number. Multiple bidders may be awarded multiple contracts due to availability, meeting engineers' specifications or any special requirement.

Disqualification: Bidders may be disqualified for any of the following reasons:

- a. failure to submit proper documentation;
- b. not qualified by length of business existence, or has not completed a project of this size;
- c. the bidder being interested in any litigation against the Owner;
- d. the bidder having defaulted on past contract or in arrears on an existing contract with the Owner;
- e. lack of competency as revealed by any questionnaires required by the bid;
- f. falsification of information provided to the Owner or incomplete submittals/proposals;
- g. poor reference referrals or poor performance of past work for others;
- h. bidder amendments not acceptable to the Owner; or
- i. for any and all reasons as determined by the Owner.

Within fifteen (15) days following the award (or when presented the contract by the Owner, if later than fifteen days) the successful bidders will enter into a written contract that encompasses the terms and conditions contained in the Bid Documents.

The Owner is not under any obligation to award the contract to the lowest bidder or bidders. The Owner may award contracts to multiple contractors for each task. The Owner reserves the right to make any investigations necessary to assure itself that the Bidders are properly qualified to satisfactorily perform the contract; to accept the complete bid; to adjust the quantities to be purchased in accordance with the Contract Documents; to delete specific items; to waive any informalities and to reject any and all bids.

Each bidder shall be prepared, if so requested, to present evidence of experience, qualifications, and financial ability to carry out the work in accordance with the terms of the agreement.

GENERAL PROVISIONS

Scope: The awarded contractor(s) will be required to supply and deliver or transport full loads of material per the contract. Contractors must complete at least 25% of the requested loads within 24 hours of a request for work and within 72 hours for additional trucks. Furnish all labor, material, services, articles, operations, equipment and incidentals necessary to complete the stated project as set forth in the Bid Documents. It is the intention of the Owner to award the bid to multiple contractors such that proficiency of individual contractors does not affect the Owner's needs for rapid service, on-spec materials, or other needs at the discretion of the Owner. All work must be performed in compliance with all laws, rules and regulations of the Commonwealth including all highway and permitting regulations. The successful bidder will be responsible for all costs for permits and inspections. (See Scope of Work attached hereto and incorporated herein by reference.)

Complete all pages with the contractor's name and responsible parties' initials at the bottom of each page. Bidders Must Complete Attachment A and Attachment B.

Indemnification: To the fullest extent permitted by law, the selected bidder[s] shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney fees arising out of or resulting from the performance of the Work, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and omission of the contractor, any sub-contractor, anyone directly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by party indemnified hereunder.

In any and all claims against the Owner or any of its agents or employees by any employees of the contractor, any sub-contractor anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractors or any sub-contractor under workers' compensation acts, disability benefit act or other employee benefit acts.

Insurance Requirements: The contractors shall procure and maintain at his own expense and without expense to the Owner, until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law, of the kind and in the amounts hereinafter provided in insurance companies authorized to perform such business in the Commonwealth of Pennsylvania covering all operations under the Contract whether performed by the contractor or by his sub-contractors. Within ten (10) days following the award of the contract and before commencing the work, the contractor shall furnish to the Owner CERTIFICATES OF INSURANCE FOR EACH of the kinds of insurance hereinafter specified in the amount specified in form satisfactory to the Owner showing that the contractor has complied with this section, which policies and certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the Owner.

In case of ambiguity respecting a specific kind of insurance required, the paragraph setting forth the specified kind of insurance under question shall be endorsed upon the policy and certificates of insurance to show full coverage.

Liability and Property Damage Insurance: Unless otherwise specifically required by special specifications, each policy shall have limits of NOT LESS THAN:

BODILY INJURY LIABILITY/PROPERTY DAMAGE LIABILITY

Each person - \$ 1,000,000 Each accident - \$ 1,000,000

Each occurrence - \$ 1,000,000

Or a single limit of \$ 1,000,000 for each occurrence.

No Lien Contract: The Owner will expect the successful contractors to enter into a “NO LIEN CONTRACT.”

Familiarity with Contract requirements: It is the responsibility of, and it is hereby agreed that the Bidders have prior to signing of the Contract satisfied themselves as to the nature and location of the work, the conformation of the grounds, and unusual conditions or situation of the quality and quantity of materials which will be required, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and of all other matters which can in any way affect the work. No oral agreement or conversation with any persons, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of the contract which contains the entire agreement between the parties.

Performance Standards: The conditions below shall be used in determining satisfactory performance. All work shall be executed in accordance with the Industry Standards.

Clean-up of the work area and removal of all debris will be the responsibility of the successful bidder.

Human Relations Act: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1995 (P.L. 744) (43 P.S. §951, *et seq.*) of the Commonwealth of Pennsylvania prohibits discrimination because of race, color, religious creed, ancestry, age, sex, national

origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that is under part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in PA Code 349.101, all as amended and supplemented.

Discrimination Prohibited: According to 62 Pa.C.S.A. Article 3701, the contractor agrees that:

1. In hiring of employees for performance of work under this contract, or any subcontract, no such contractor or sub-contractor shall, by reason of race, creed or color, discriminate against a citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
2. No contractor, sub-contractor, nor any person on his behalf, shall in any manor work under this contract on account of race, creed or color.
3. The contract may be canceled or terminated by the Owner and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of other terms or conditions of this portion of the contract.

Non-Collusion Affidavit: Bidder shall submit a fully executed Non-Collusion Affidavit.

Contractual Agreement: Attached hereto and is incorporated herein by reference.

Dispute Resolution: The parties agree that original and exclusive jurisdiction for any dispute, controversy, or claim arising under or in connection with this Agreement or its performance by either party shall be in the Tioga County Court of Common Pleas sitting in the Commonwealth of Pennsylvania, and each party hereby submits to the personal jurisdiction of such court and agrees that proper venue shall be before such court. Each party waives any objection to the personal jurisdiction and to the venue of such courts and agrees that it shall be barred from asserting any such objection. Each party hereby agrees to and does hereby waive any right to assert or move for doctrine of *forum non conveniens* or otherwise. Each party further agrees and acknowledges that this paragraph has been negotiated at arms' length, with each party given the opportunity to seek assistance of counsel, and constitutes an informed voluntary agreement of the parties and is part of the consideration for this Agreement. Notwithstanding the above provision, any dispute, controversy, or claim arising under or in connection with this agreement or its performance by either party may be heard in non-binding mediation before a neutral mediator if both parties agree in writing.

Bidder has read and understands the instructions to bidders, and accepts the terms and conditions contained in the Bid Documents.

CONTRACT NUMBERS BEING
BID: _____

Printed Authorized Name for Successful Bidder

Authorized Signature for Successful Bidder

NORTHERN TIER SOLID WASTE AUTHORITY

By: _____
Executive Director

SPECIFICATIONS/SCOPE OF WORK

Contract 1-17

The successful bidder shall perform the following work:

1. Provide requested materials, hauling, trucking, & other services within 72 hours of request.
2. Material will be delivered in full loads and must be accompanied by weigh tickets.
3. Material is to be delivered to: 108 Steam Hollow Road, Troy PA 16947, 540 Old Bloss Road, Blossburg, PA 16912, or Tiadaghton Area Transfer Station at 10455 Rte 6 Wellsboro, PA 16901 and will be placed in designated areas, or any area specified by NTSWA. It is the contractor's responsibility to unload the material.
4. Heavy haul trucking- Securing the load and following all DOT regulations is the responsibility of the Contractor.
5. Super Vac Truck Services- Safety, vacuuming out the designated areas, filling the tanker, transporting and unloading the contents, and decontaminating equipment are the responsibility of the Contractor.
6. Leachate trucking- Safety, filling the tanker, transporting and unloading the contents, decontaminating equipment, obtaining required permits, and permits fees are the responsibility of the Contractor.
7. NTSWA will pay the treatment cost for hauled leachate to authorized treatment facilities chosen by NTSWA.
8. Contract may be extended an additional 12 months from the award date if it is mutually beneficial for both parties. Contractor may withdraw their bid by submitting a letter to the Owner.
9. "Off spec" could be any material the Owner could use for projects such as Topsoil, Clay, Screening, Overburden, Millings or any other material that is not contaminated and is considered a clean fill. Testing may be required. Base Unit should include Triaxle trucking per hour as needed for any type of Hauling the Owner may need.
10. Bidders Must Complete Attachment A and Attachment B Fuel Pricing and Charts.

DETAILS REGARDING BID

Preparation and Submission of Bids:

1. Substitutions for specified items are acceptable only if the substituted items meet specifications outlined by the Owner and/ or their Engineer at no cost to the Authority. The Owner has the right to request any additional samples be provided of substituted item.

CONTRACTOR INFORMATION FORM

NAME OF FIRM _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

AUTHORIZED SIGNATURE _____

TYPED NAME AND TITLE _____

PHONE NO. _____ FAX _____

EMAIL _____

EMERGENCY (24-HOUR) PHONE NO. _____

U.S. TREASURY EMPLOYER'S IDENTIFICATION NO. _____

SUBCONTRACTORS (NAME/TASK)? [LIST, IF APPLICABLE MUST BE APPROVED BY OWNER)]

NOTE: Firms must use their FULL LEGAL name. Generally, a corporation's name must end with a suffix indicating the corporate status of that business (i.e., Inc., Co., Corp., etc.). Trade names may be indicated by individuals or corporations with the individual or corporation name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. Failure to use your FULL LEGAL name may be cause for rejection of the bid.

COMPANY _____ Initials _____

STATEMENT OF BIDDER QUALIFICATIONS

All questions must be answered in a clear and comprehensive manner. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires that is project specific.

1. General character of work performed by your company. List any specialty work.
2. List your major equipment available for this contract(s).
3. State your experience in construction work similar to this project. If yes, please list a few projects.
4. Background and experience of the principal members of your organization, including the project manager.
5. List two references, with contact information, from comparable projects.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Owner in verification of the recitals comprising this statement of Bidder's Qualifications.

Name of Company _____

By: _____

Date: _____

Title: _____

BID FORM AND SUPPLEMENTAL FORMS

1. In compliance with the Instruction to Bidders, and other specifications provided, we, the undersigned, do hereby agree to provide all licenses, permits, fees, labor, materials, services, security, tools, and insurances.

Project: Contract 1-17 briefly described as, Hourly Tri-Axle Dump Trucking as directed, Supply and Delivery Supply of Triaxle Loads of Bedding Sand , 8 stone, 2RC per 2B or #57, R-3, R-4, R-6, Off Spec Material, Cinders, Antiskid and/or hauling of triaxle tankers of leachate off site to NTSWA approved locations and/or semi tankers , Low Boy trucking 40 ton trailer and /or Heavy Haul of equipment 45 ton trailer and Semi Truck hauling and or Triaxle Hauling and tanker hauling the Authority owned trailers.

Contract: Varies noted above and as listed on Page 3 on Invitation to bid.

Site: Identify the Contracts to be bid on.

Contract Numbers: _____

For: Northern Tier Solid Waste Authority
108 Steam Hollow Road
Troy, PA 16947

By: Date _____
Bidder's Company Name _____
Phone _____
Fax _____
E-Mail _____

***USE BID FORM FOR DETAILED BID PRICE
(ATTACHMENT A)**

2. We, the undersigned, agree that if awarded the contract, to execute an agreement for the above stated work and for the above stated compensation.

We, the undersigned, agree if awarded the Contract, to begin work at the site according to a mutually agreed schedule between Contractor and Owner and to complete all work in a thoroughly good and workmanlike manner and to the satisfaction of the Owner by the completion date specified in the contract. We agree to respond within 24 hours when the authority asks.

3. We, the undersigned, acknowledge the Owner will make payment 30 days after receipt of invoice.

4. We, the undersigned, acknowledge receipt and consideration of the following Addenda or Clarifications:

Addendum # N/A / Dated: /
Clarification # / Dated: /

5. We, the undersigned, agree that this proposal as submitted shall remain valid through sixty (60) days following the bid opening.

6. The Bidder has read all bid documents, including the bid instructions, and they have satisfied themselves to understanding and accepting the terms and conditions contained therein.

9. Other conditions affecting this bid: (attached letters or pages as necessary to define conditions or exceptions.)

10. The Bidder (identified above) hereby certifies that he has examined and fully understands the requirements and intent of the Bidding and Contract Documents, including drawings, project manual, and addenda; and proposes to furnish all labor, materials, and equipment necessary to complete the Work on or before, the dates specified in the Contract Documents for the Base Bid sum of: **VARIES**

(Figures)

If applicable: how amount of base bid in both words and figures; in case of discrepancy between words and figures show, the amount show in words will govern.

ALTERNATES

Alternate No. 1:

ADD or DEDUCT the sum of Price of ADD 2B / #57 Stone deliver price Per TON ____
(circle one) _____ (\$ _____).

Price includes: Delivery and testing **See Attachment B** _____

All prices listed herein shall include all work, labor, materials, fabrication, erection, contractor's engineering and drafting costs, overhead, profit, permits, fees, taxes, etc. and all other applicable costs.

Comments/Suggestions: Material must meet engineers' specification _____

Alternate No. 2:

ADD or DEDUCT the sum of _____
(circle one) _____ (\$ _____).

Price includes _____

All prices listed herein shall include all work, labor, materials, fabrication, erection, contractor's engineering and drafting costs, overhead, profit, permits, fees, taxes, etc. and all other applicable costs.

Comments/Suggestions: _____

Alternate No. 3:

ADD or DEDUCT the sum of _____
(circle one) _____ (\$ _____).

Price includes _____

All prices listed herein shall include all work, labor, materials, fabrication, erection, contractor's engineering and drafting costs, overhead, profit, permits, fees, taxes, etc. and all other applicable costs.

Comments/Suggestions: _____

10. Bidder's Legal Name: _____

Address: _____

Submitted by: _____

(Print Name)

Title

(Authorized Signature)

Title

Date: _____

11. Submit the following unless marked n/a (not applicable):

_____	List of previous similar projects completed for Owners: date, Owner, phone, city, contact person (Provide at least five within the last two years.)
N/A	Certificate regarding debarred and suspended parties for federal purchases
_____	Signed and acknowledged copy of Instructions to Bidders
_____	Non-Collusion Affidavit
N/A	Bid Bond
N/A	Payment Bond
N/A	Performance Bond
_____	Affidavit of Release of Liens
_____	Contractual Agreement

I have provided the documents and/or information as requested immediately above.

(Authorized Signature)

AFFIDAVIT OF RELEASE OF LIENS

TO ALL WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Northern Tier Solid Waste Authority _____

_____ to furnish labor, trucks and materials for Supply Trucking and Or Stone _____ Work

under a contract (Contract 1,2,3,4,5,6,7,8,9,10,10a,11,12,13,14,15,16,17) _____

for the improvement of the property described as Landfill #1 or Landfill #2 _____

in the _____ Township of Hamilton or West Burlington _____

County of: Tioga or Bradford _____, State of: Pennsylvania _____

of which _____ Northern Tier Solid Waste Authority _____ is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____.

The undersigned, as the Contractor for the above-named Contract, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases of Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who performances of the Contract referenced above.

EXCEPTIONS:

(If none, write "NONE". IF required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception).

ATTACHMENTS:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens for Subcontractors and material and equipment suppliers.

_____(SEAL)
Contractor (Name of sole ownership, corporation or partnership)

_____(SEAL)
(Signature of Authorized Representative)

TITLE: _____

(Affix corporate seal here)

NON-COLLUSION AFFIDAVIT

Contract Name: _____ Contract No.: _____

State of: _____ County of: _____

I state that I am _____ of _____
(Title) (Name of Firm)

And that I am authorized to make this affidavit on behalf of myself, this entity, this firm, or its owners, directors, and officers. I am the person responsible for the prices and the amount of this bid. I state that:

- (1) The prices and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other bidder or potential bidder.
- (2) Neither the prices nor the amount of this bid, and neither the approximate price nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be discussed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of this firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____ (Name of Person or Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect with bidding on any public contract, except as follows: *I state that I understand and acknowledge that the above representations are material and important and will be relied on by Owner in awarding the contract for which this bid is submitted. I understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Owner of the true facts relating to the submission of bids for this contract.

(Name) (Position)

(Company Name and Address)

Sworn to and subscribed before me this _____ day of _____, 2014.

(Notary Public) My Commission expires _____

*Note: Such a conviction or liability does not prohibit acceptance of your bid or award of a contract but may be a basis for a determination that you are not a responsible bidder. Please list any convictions or liabilities on an attached page to this Affidavit.

CONTRACTUAL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025, by and between Northern Tier Solid Waste Authority (hereinafter referred to as "Owner") and _____, his, her or their heirs, executors or administrators and assigns, hereinafter called the "Contractor".

WITNESSETH, that the Contractor and Owner, for the considerations states herein, mutually agree as follows:

1. STATEMENT OF WORK

The Contractor shall furnish and pay for all supervision, technical personnel, labor, materials, machinery, permits, bonds, tools, equipment and services, transportation, delivery, and other facilities and services necessary to perform and complete all work required for the supply, delivery, and the removal of leachate as described in the Bid Documents and Specifications the Supply and delivery of Stone, Cinders, other material and or equipment Leachate, West Burlington Township, Bradford County, and Hamilton Township, Tioga County Pennsylvania (hereinafter referred to as the "Project"), and other work incidental thereto, all in strict accordance with the contract documents. The Contractor shall not employ on the Project any unfit person or anyone not skilled in the task assigned to him. All work shall be done in accordance with the laws of Pennsylvania, and all PennDOT regulations related to trucking materials safely. The Contractor shall perform all work in accordance with all applicable local, state and federal laws and regulations and shall obtain all necessary permits for the purchase, transportation, storage and delivery of all materials. The Contractor shall be responsible for initiating, maintaining and supervising all construction operations and safety precautions and programs in connection with the Project and shall take all reasonable precautions for the safety of all employees or subcontractors on the Project, and all material, equipment, and other property at the Project site or adjacent thereto.

2. THE CONTRACT PRICE

Owner will pay the Contractor for the performance of the Contract in current funds for the total quantities of work performed at the unit prices stipulated in the Bid for the several respective items of work completed, subject to additions and deductions as provided for in the Contract Documents. The Total Contract Price shall be per hour or per ton delivered material and will vary. The Contract will be for 2 years.

_____ N/A _____ Dollars

3. INSURANCE

- A. The Contractor must carry Worker Compensation Insurance naming Owner as an additional insured and shall provide Owner with a Workers Compensation Insurance Certificate evidencing that the policy is in force. The policy must

remain in force until Project completion; should the policy expire, a copy of the new insurance certificate will be forwarded to Owner as soon as it is received.

- B. The Contractor must carry Public Liability Insurance, including insurance against claims for personal injury and property damage in the sum of not less than One Million Dollars (\$1,000,000.00), naming Owner as an additional insured, and shall provide Owner with a Public Liability Insurance Certificate evidencing that the policy is in force. The policy must remain in force until Project completion; should the policy expire, a copy of the new insurance certificate will be forwarded to Owner as soon as it is received. (See General Provisions)
- C. The Contractor must carry Builders Risk/All Risk Insurance, in an amount not less than 100% of the contract price, naming Owner as an additional insured, and shall provide Owner with a Builders Risk/All Risk Insurance Certificate evidencing that the policy is in force. The policy must remain in force until Project completion; should the policy expire, a copy of the new insurance certificate will be forwarded to Owner as soon as it is received.

4. BONDS

N/A

5. LIENS

The Contractor specifically waives any right to file or claim any mechanic's or material liens, and agrees to execute, simultaneously herewith, and cause to be filed in the records of Bradford County, a Stipulation Against Liens, which shall be binding upon the Contractor, Contractor's supplier and any subcontractors engaged by the Contractor.

6. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

N/A

7. INDEMNIFICATION

To the fullest extent permitted by law, the selected contractor/bidder shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney fees arising out of or resulting from the performance of the Work, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and omission of the contractor, any sub-contractor, anyone directly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by party indemnified hereunder.

In any and all claims against the Owner or any of its agents or employees by any employees of the contractor, any sub-contractor anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractors or any sub-contractor under workers' compensation acts, disability benefit act or other employee benefit acts.

8. DISPUTE RESOLUTION

The parties agree that original and exclusive jurisdiction for any dispute, controversy, or claim arising under or in connection with this Agreement or its performance by either party shall be in the Tioga County Court of Common Pleas sitting in the Commonwealth of Pennsylvania, and each party hereby submits to the personal jurisdiction of such court and agrees that proper venue shall be before such court. Each party waives any objection to the personal jurisdiction and to the venue of such courts and agrees that it shall be barred from asserting any such objection. Each party hereby agrees to and does hereby waive any right to assert or move for doctrine of *forum non conveniens* or otherwise. Each party further agrees and acknowledges that this paragraph has been negotiated at arms' length, with each party given the opportunity to seek assistance of counsel, and constitutes an informed voluntary agreement of the parties and is part of the consideration for this Agreement. Notwithstanding the above provision, any dispute, controversy, or claim arising under or in connection with this agreement or its performance by either party may be heard in non-binding mediation before a neutral mediator if both parties agree in writing.

9. CONTRACT

This agreement and the following documents form the Contract between the parties hereto and are as fully a part of the Contract as if hereto attached or herein repeated: this Agreement, the "Bid Documents", Addenda (if any), the Project Manual, the Invitation to Bidders, the Instruction to Bidders, the signed copy of the Bid, the Technical Specifications, the Drawings (as listed in the Schedule f Drawings), the Resolution awarding the Bid, the Notice to Proceed, and all of the document enumerated or referred to in this Agreement. This Contract is for 2 years and if contractor cannot provide services for the attached pricing, they shall provide the "OWNER" a letter stating they wish to withdraw their contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the and date first above written.

NORTHERN TIER SOLID WASTE AUTHORITY

Contract Numbers

By: _____
Executive Director

By: _____
Contractor

ATTACHMENT A
NTSWA BID FOR TRUCKING AND STONE/ Materials SUPPLY
INVITATION TO BID

Service and Supply	Burlington Landfill 108 Steam Hollow Rd Troy, PA	Blossburg Landfill 540 Old Bloss Rd, Blossburg, PA
1. TriAxle Dump Trucking Hauling	/hour	/hour
2. Delivery and Supply of Triaxle Loads of Sand	/ton	/ton
3. Delivery and Supply of Triaxle Loads of #8 stone or 1B	/ton	/ton
4. Delivery and Supply of Triaxle Loads of 2RC	/ton	/ton
5. Delivery and Supply of Triaxle Loads of #57 stone or 2B	/ton	/ton
6. Delivery and Supply of Triaxle Loads of R-3	/ton	/ton
7. Delivery and Supply of Triaxle Loads of R-4	/ton	/ton
8. Delivery and Supply of Triaxle Loads of R-6	/ton	/ton
9. Delivery and Supply of Triaxle Loads of Off Spec Material	/ton	/ton
10. Delivery and Supply of Triaxle Loads of Cinders	/ton	/ton
10a. Delivery and Supply of Cinders to NTSWA Wellsboro Location	/ton	<- Cinders delivered to Tiadaghton Area Transfer Station at 10455 Rte 6 Wellsboro, PA 16901, only.
11. Delivery and Supply of Triaxle Loads of Antiskid	/ton	/ton

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COMPANY _____ Initials _____

12. Supply Super Vacuum Truck, Driver, and Helper.	/hour	/hour
13. Tanker loads of leachate liquids hauling 5000 gallon or Less	/hour	N/A
14. Semi Tanker loads of leachate or liquids hauling 5000 gallons or more	/hour	N/A
15. Detachable Low Boy trucking 40 ton 11'2" width	/hour	/hour
16. Heavy Haul of equipment 45 ton 11'11" width	/hour	/hour
17. Semi Tractor Hauling of NTSWA Trailers	Tractor /hour	Tractor /hour

NTSWA will pay a fuel surcharge as necessary at the discretion of the Authority. The purpose of this price adjustment is to ensure the Authority can get product in without rebidding if the price of fuel changes.

(Contractor) _____ above
(Contractor's Name)

pricing is based on Contractor's base price for per hour services listed above (fuel pricing at time of the Bid) \$ _____ cost for on road highway fuel (diesel) per U.S. gallon.

Pricing, should it change, shall be relayed to asheets@ntswa.org during the week that change takes effect. Contractors' fuel receipts will be emailed prior to Friday at 3:00PM during any week they provide service for the Authority. Both pricing and fuel receipts will also be provided to NTSWA upon request. The Attachment B rates will define adjustments to the above rate as an increase or decrease on the hourly rates if required for the 2025 and 2026 calendar years.

Invoices shall show the hourly cost and the surcharge price of the week. Example Invoice (Where fuel price is up \$0.31/gal): *12/16/2025 Leachate trucking: 9 hrs at \$130/ hour = \$1,170; Surcharge of (3%) = \$35.1; total = \$1205.1*

****If a contractor doesn't supply requested fuel receipts, the Authority may infer that the contractor does not want to do business at the current fuel price, and the Contractor may be overlooked for future work.****

Attachment B**NTSWA Fuel Surcharge 2025-2026**Base price for fuel per gallon day of bid
submittal

\$

Contractor Name: _____

	Fuel fluctuation	Percent decrease per rate
Decrease in price	\$-2.11-\$-2.25	-15%
Decrease in price	\$-1.96-\$-2.10	-14%
Decrease in price	\$-1.81-\$-1.95	-13%
Decrease in price	\$-1.66-\$-1.80	-12%
Decrease in price	\$-1.51-\$-1.65	-11%
Decrease in price	\$-1.36-\$-1.50	-10%
Decrease in price	\$-1.21-\$-1.35	-9%
Decrease in price	\$-1.06-\$-1.20	-8%
Decrease in price	\$-0.91-\$-1.05	-7%
Decrease in price	\$-0.76-\$-0.90	-6%
Decrease in price	\$-0.61-\$-0.75	-5%
Decrease in price	\$-0.46-\$-0.60	-4%
Decrease in price	\$-0.31-\$-0.45	-3%
Decrease in price	\$-0.16-\$-0.30	-2%
Decrease in price	\$-0.0-\$-0.15	-1%
		Percent increase per rate
Increase in price	\$0.0-\$0.15	1%
Increase in price	\$0.16-\$0.30	2%
Increase in price	\$0.31-\$0.45	3%
Increase in price	\$0.46-\$0.60	4%
Increase in price	\$0.61-\$0.75	5%
Increase in price	\$0.76-\$0.90	6%
Increase in price	\$0.91-\$1.05	7%
Increase in price	\$1.06-\$1.20	8%
Increase in price	\$1.21-\$1.35	9%
Increase in price	\$1.36-\$1.50	10%
Increase in price	\$1.51-\$1.65	11%
Increase in price	\$1.66-\$1.80	12%
Increase in price	\$1.81-\$1.95	13%
Increase in price	\$1.96-\$2.10	14%
Increase in price	\$2.11-\$2.25	15%

Contractor Authorized Signature

Date

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COMPANY _____ Initials _____

Attachment C
Additional Proposals

Please create a list below or attach a document of your own, if applicable, detailing any equipment available for lease, and pricing with daily/ weekly / monthly rates. Additionally, please list any materials (dirt, millings, shot rock, etc.) that are discounted seasonally, year-round, during surpluses, etc.