

**TOWN OF SIMSBURY**  
**WATER POLLUTION CONTROL FACILITY**  
**DEPARTMENT OF PUBLIC WORKS**  
**933 HOPMEADOW STREET**  
**SIMSBURY, CT 06070**

**INVITATION FOR BID**

**FOR**

**WASTEWATER SLUDGE HAULING**  
**SIMSBURY, CT**

The Town of Simsbury is soliciting bids for WASTEWATER SLUDGE – HAULING. The scope of work is to include furnishing all labor, materials, and equipment necessary for the proper pickup and transportation of wastewater sludge from the Town of Simsbury Water Pollution Control Facility, 36 Drake Hill Road, Simsbury, CT and delivering to the MDC Water Pollution Control Facility, 240 Brainard Road, Hartford, CT. The selected contractor will be required to provide a 30cy (minimum) of water tight container to be filled during the WPCF processing operation. The container will then be used for transporting sludge 3-5 times per week. Scheduled times for pickup can be found in the GENERAL SPECIFICATIONS FOR WORK portion of this Invitation to Bid.

Sealed proposals will be accepted by Amy Meriwether, Director of Finance, Town of Simsbury, 933 Hopmeadow Street, Simsbury, CT 06070 until 10:00 a.m., Thursday, November 2, 2023.

Specifications and bidding documents may be obtained electronically via the Town's web site at the following link: <http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>. Bid documents will not be mailed or faxed.

**"NONDISCRIMINATION IN EMPLOYMENT"**

Bidders on this work will be required to comply with the President's EXECUTIVE ORDER NO. 11246. The requirements for Bidders and Contractors under this Order are explained in the Specifications.

The right is reserved to reject any or all bids or to waive defects in same if it be deemed in the best interest of the Town of Simsbury. The Town of Simsbury is an Equal Opportunity Employer.

Thomas J Roy, P.E.  
Director of Public Works

**STANDARD INSTRUCTIONS TO BIDDERS  
WASTEWATER HAULING  
SIMSBURY, CT 06070**

**1. Project Overview:**

The Town of Simsbury (“Town”) is soliciting bids for the hauling of wastewater sludge. A detailed Scope of Work can be found in the GENERAL SPECIFICATIONS FOR WORK selection of this Invitation to Bid. All services for this bid shall be in accordance with the conditions set forth in this Invitation to Bid.

**2. Key Event Dates:**

Invitation to Bid Issued	<b>September 27, 2023</b>
Pre-Bid Conference	<b>October 18, 2023</b>
Bids Due	<b>November 2, 2023</b>
Commencement of Work	Within thirty (30) calendar days of Notice to Proceed

**3. Bid Submission Instructions:**

- A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope with the bidder’s name on the outside of the envelope and clearly marked “Sealed Proposal for Town of Simsbury – WASTEWATER SLUDGE – HAULING”. If forwarded by mail or courier, the sealed envelope must be addressed to “Amy Meriwether, Director of Finance, Town of Simsbury, 933 Hopmeadow Street, Simsbury, CT 06070”. Bids must be at the Town Hall prior to 10 a.m. on Thursday, November 2, 2023. Postmarks are NOT an acceptable waiver of this policy.
- B. Ditto marks or words such as “SAME” must not be used for the bid to be considered.
- C. All information must be submitted in ink or typewritten. Errors, alterations or corrections must be shown on both the original and all required copies, each of which must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bids are opened. Bidders may not withdraw, cancel or modify their bid during this ninety (90) day period after bids are opened.
- E. An authorized person representing the legal entity of the bidder must sign bids.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation to Bid have been accepted.

- G. The Town of Simsbury reserves the right to waive any minor informality in a bid when such a waiver is in the best interest of the Town.

**4. Questions:**

Any questions about this project shall be directed to: Mr. Anthony Piazza, Superintendent, by fax at (860) 658-6809, email at [apiazza@simsbury-ct.gov](mailto:apiazza@simsbury-ct.gov), or by mail to the Water Pollution Control Facility, 36 Drake Hill Road, Simsbury, CT 06070. To receive consideration, such questions must be received at least seven (7) business days before the established date for receipt of bids. No oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing.

The Town will respond to all appropriate questions via an addendum. Such addenda will become part of this Invitation to Bid and the resulting contract. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: <http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

**5. Presumption of Bidder Being Fully Informed:**

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding documents, as well as, all contract documents for this project. Failure or omission of the bidder to receive or examine any documentation or information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

**6. Pre-Bid Conference:**

A pre-bid conference will be held at the Simsbury Water Pollution Control Facility, 36 Drake Hill Road, Simsbury, CT 06070 on October 18, 2023 at 10:00 a.m. This will allow Bidders to view/verify area dimensions for vehicle placement.

**7. Interpretation of Acceptable Work:**

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Simsbury. The Town will issue any substantive changes or interpretations in writing as an addendum.

**8. Tax Exemptions:**

The bidder shall be aware that the Town of Simsbury is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Appropriate tax-exempt forms will be provided to the successful bidder(s) as part of the contract award process.

**9. Insurance Requirements:**

The firm must carry insurance under which the Town is named as an additional insured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

A. Workman's Compensation, as required by State Statute & \$100,000 employers liability limit.

B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

Injury or death of one person:	\$2,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$2,000,000
Excess/Umbrella Liability:	\$1,000,000

C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

Injury or death of one person:	\$1,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$1,000,000

Insurance under B, and C above must provide for a 30 day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after contract completion by the Town.

Subcontractors must carry A, B and C in the same amounts as above for the duration of the project and until contract completion by the Town.

Certificates of insurance must be submitted to the Superintendent prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Superintendent shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Superintendent.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

**10. Substitution for Name Brands:**

Not applicable.

**11. Awarding the Bid:**

The Town reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, and to waive formalities and informalities in the bidding process. The Town at its discretion will award the bid to the lowest responsible bidder. That bidder is the person or firm who is qualified and competent to do the work, whose past performance is satisfactory to the Town, and whose bid documents comply with the procedural requirements stated herein. The Town reserves the right to award this bid to more than one bidder, if determined to best suit the needs of the Town.

**12. Rejection and/or Cancellation of Bids:**

The Town reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in the best interest of the Town.

**13. Delivery Arrangements:**

Not applicable.

**14. Bid Bond:**

Not applicable.

**15. Performance Bond:**

Not applicable.

**16. W-9 Form:**

The successful bidder must provide the Town of Simsbury with a completed W-9 Form prior to commencing work.

**17. Submittals:**

The bidder shall, as soon as practicable, but not exceed thirty (30) calendar days, after notification of selection of the award of the bid, furnish to the Owner, in writing the following:

A. Designation of the Work to be performed by the Contractor's own forces

**18. Agreement Documents:**

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed

- The General Specifications
- Any Addenda, if issued

**19. Term of Contract:**

The Town requires firm fixed process for a period of three (3) years following the execution of the final Agreement Documents. Upon the subsequent mutual agreement in writing of the Parties, the Term of this Contract may be extended for two (2) successive, additional terms of one (1) year each.

**END OF STANDARD INSTRUCTIONS TO BIDDERS**

**BID FORM**  
**MUNICIPAL WASTEWATER SLUDGE HAULING**

Pursuant to and in compliance with the “Invitation to Bid” and Standard Instructions to Bidders relating thereto, the undersigned, having visited the sites and carefully examined all Bidding Documents and complete General Specifications together with all Addenda issued and received prior to the scheduled closing time for receipt of Bids, hereby offers and agrees as follows:

- To provide all labor, materials, transportation and anything else reasonably necessary to complete all work per the attached specifications.
- If awarded this Contract, we will execute a Contract with the Town of Simsbury.

In submitting this BID, the BIDDER acknowledges that:

1. Each bid price includes all labor, materials, transportation, overhead, fees and insurances, profit, and all other costs to cover the finished work called for regarding the specified section of Town as stated in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the bid prices, as bid.
2. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this CONTRACT.
3. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the CONTRACT attached to these documents within ten (10) calendar days and other documents as required in these documents.
4. In regard to all conditions affecting the WORK to be done and the labor and materials to be furnished, this BID is based solely on the BIDDER’S investigations and findings and neither the OWNER nor its officers, employees or agents shall be held responsible for the accuracy of, or be bound by any information contained in these Contract Documents.

**Submitted By:** \_\_\_\_\_  
*Company* *Phone*

\_\_\_\_\_  
*Street* *City* *Zip*

**Authorized Signature:** \_\_\_\_\_  
*Signature* *Printed Name*

IF A SOLELY OWNED COMPANY:

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Town \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_ Date \_\_\_\_\_

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A corporation or limited liability company organized under the laws of

\_\_\_\_\_, composed of officers as follows:

_____ President	_____ Secretary
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_____ Vice-President	_____ Treasurer
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IF A PARTNERSHIP:

A partnership doing business under the firm name and style of

\_\_\_\_\_, composed of partners as follows:

_____ Name & Title (if any)	_____ Name & Title (if any)
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_____ Name & Title (if any)	_____ Name & Title (if any)
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This Bill must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability company, the Bid must be signed by a duly authorized officer of such corporation or Limited Liability Company.



<b>SLUDGE CAKE SOLIDS</b>	<b>YEAR 1 11/23-11/24</b>	<b>YEAR 2 11/24-11/25</b>	<b>YEAR 3 11/25-11/26</b>	<b>TOTAL 3 YEAR SLUDGE COST</b>
Container/Load Cost				
Container/Load Cost x 250 (loads)				
<b>LIQUID SLUDGE</b>				
Gallon/Cost				
Gallon/Cost X 3,200,000				

**Sludge Total Costs: \$** \_\_\_\_\_

Take yearly totals, then multiply by 250 loads or containers or 3,200,000 Gallons per year to get Total yearly sludge cost.

\_\_\_\_\_  
*Vendor Name*

\_\_\_\_\_  
*Written Dollar Amount*

### **BIDDER'S QUALIFICATIONS STATEMENT**

The BIDDER shall answer all of the following questions, as part of the Bid, so that the OWNER can judge the BIDDER's ability, experience and facilities for performing the proposed work.

1. Name of BIDDER: \_\_\_\_\_
2. Bidder's Tax Identification Number: \_\_\_\_\_
3. What year was company organized/formed? \_\_\_\_\_
4. How many years has the BIDDER been engaged in business under the present firm or trade name? \_\_\_\_\_
5. What is the general character or type of work you perform? \_\_\_\_\_  
\_\_\_\_\_

6. Has a claim ever been brought in court or to arbitration against the BIDDER for failure to complete any contracted work or default on a contract? \_\_\_\_\_

If yes, explain with whom and why: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. For other similar projects you have under contract at the present time: Attach list with description of work; the name of the client/owner with telephone number; and the approximate value of the work to be performed.

NOTE: The BIDDER is required to have completed a minimum of five (5) similar projects (services to other similar sized municipalities) as a demonstration of competency and experience for the project proposed herein. Such projects are to be listed below.

8. Attach a list of all projects that your present organization has completed within the past ten years or is presently working on, including name of project, owner and name and telephone number of the owner's representative. Indicate here how many additional pages attached: \_\_\_\_\_ pages.
9. Attach a list of the names, addresses and the background/experience of all principal or key members of the BIDDERS organization, including its officers:  
Indicate the number of pages attached: \_\_\_\_\_ pages.

NOTE: If requested, the bidder agrees to furnish the OWNER with a detailed financial statement and other relevant information that may be required by the Town of Simsbury to properly evaluate the qualifications of the BIDDER.

**PROPOSED SUBCONTRACTORS**

BIDDERS intend to utilize the following subcontractors on this project:

If none, write "None" here: \_\_\_\_\_

NAME AND ADDRESS  
OF SUBCONTRACTOR

DESCRIPTION OF WORK:

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1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of \_\_\_\_\_, County of \_\_\_\_\_, being  
first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: \_\_\_\_\_ the  
BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID;
3. He is fully informed respecting the preparation, and contents of, and knowledgeable of all  
pertinent circumstances respecting the attached BID;
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or  
parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed,  
directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in  
connection with the AGREEMENT for which the attached BID has been submitted or to refrain  
from bidding in connection with any contract, or has in any manner, directly or indirectly, sought  
by agreement, collusion, communication or conference with any other bidder, firm or person to fix  
the price or prices in the attached BID or of any other bidder, or to fix an overhead, profit or cost  
element of the BID prices or the bid price of any other bidder, or to secure through collusion,  
conspiracy, connivance or unlawful agreement any advantage against the Town of Simsbury or  
any other person interested in the proposed AGREEMENT;
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion,  
conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents,  
representatives, owners, employees, or parties in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Town of Simsbury, who is  
directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor  
to which it relates, or in any of the profits thereof.

(Signed) \_\_\_\_\_  
*Name of Bidder*

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
*Title*

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

**STATEMENT OF BIDDERS COMPLIANCE WITH  
EQUAL EMPLOYMENT OPPORTUNITY LAW AND  
REGULATION INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulation regarding equal employment opportunities for minorities and women, and;

Has \_\_\_\_\_ Has not \_\_\_\_\_ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
*Title*

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

**IMPORTANT:** THIS STATEMENT MUST BE SUBMITTED WITH BID.

**END OF SECTION**

## **WASTEWATER TREATMENT PLANT SLUDGE HAULING**

### **1. SUMMARY OF WORK**

The work comprises transportation of sewage sludge, in sludge cake and/or liquid forms, generated in and by the Town of Simsbury at the Simsbury Wastewater Treatment Plant located at 36 Drake Hill Road, Simsbury, CT. Currently, sludge processed at the Wastewater Treatment Plant consists of secondary sludge. Sludge is dewatered to an average solids content of 15.7%, which when placed in a 30cy container, the average weight of the container is approximately 45,000 lbs. This material needs to be transported to the MDC Water Pollution Control Facility located at 240 Brainard Road, Hartford, CT.

Successful bidder will be responsible for hauling 3-5 loads per week (approximately 30cy loads) to the MDC facility. Current operations result in sludge cake; in the future there is a possibility to dispose of Liquid Sludge and we are seeking pricing for this work as part of this bid.

All disposal costs will be paid by the Town of Simsbury directly to the MDC. All trucks used for hauling sludge will need to register and provide proof of insurance at the MDC Facility

### **2. EXISTING WASTEWATER TREATMENT FACILITIES AND PROCESS**

**Facility** – The Wastewater Treatment Plant is a secondary treatment facility with a design capacity of 3.84 MGD and an average daily flow of 1.9 MGD. Sludge processing consists of thickening of secondary sludge.

**Sludge Processing** – Secondary sludge is pumped to two (2) 150,000 gallon storage tanks. Three to five times per week, the sludge is pumped to a belt filter press, where it is dewatered to an average of 15.7% solids. A screw conveyor drops the sludge from the gravity belt filter press to a waiting 30 yard roll-off container and trucked to an approved disposal site.

The Town utilizes a gravity belt filter press, which will be capable of producing dewatered sludge cake to approximately 12-19% solids or thickened sludge to approximately 4-6% solids. The 4-6% solids are stored in two (2) 12,000 GALLON TANKS. The existing equipment pumps approximately 10,000 gallons per hour when filling tanker trucks. The Town desires to be able to remove sludge from its facility as either sludge cake or liquid sludge in any ratio depending upon disposal costs and operational considerations.

**Sludge Production Volume – Attachment A-1** Sludge production and characteristics at the Simsbury Wastewater Treatment Plant are based on an evaluation of operational records for a 12 month period (January 2022 and December 2022).

**Sludge Quality – Attachment A-2** contains the analyses performed in 2023 on its dewatered sludge in compliance with Federal sludge monitoring requirements.

### **3. MATERIALS SPILLS**

If at any time materials covered under this contract are spilled onto a street or any property, whether publicly or privately owned by the contractor, or the contents of a truck are spilled or

illegally dumped onto a street or property, whether publicly or privately owned, the contractor shall clean up the spilled or illegally dumped material immediately. The materials shall be cleaned up in compliance with all federal and state laws and regulations and in a manner so as to restore the cleanliness of the property and the safety of the occupants, and the contractor shall pay all cost, including those to the Town for legal services, fees, fines, and penalties associated with the spillage or dumping.

Any spill caused by the contractor during normal working hours shall be reported to the Department of Energy and Environmental Protection (860) 424-3704, the Department of Public Health Water Supply Section (860) 509-7333 and Recreation Section (860) 509-7297 and local Director of Health within 2 hours. Spills that occur outside of normal working hours (8:30 a.m. to 4:30 p.m.) shall notify the Emergency Response Unit at (860) 424-3338 and the Department of Health at (860) 509-8000 within 2 hours of occurrence. **“Failure to cleanup and report to the proper agencies listed above within 24 hours are grounds to terminate this contract.”**

The Contractor is responsible for ensuring OSHA compliance, and his responsibility includes supervising and monitoring work conditions for OSHA compliance. If the Contractor uses subcontractors, the Contractor is responsible for ensuring that the subcontractors fulfill their obligations with respect to employee safety, particularly including those, which affect the entire site.

The Owner shall consider OSHA violations over the past five years in determining the ability of the Contractor to comply with OSHA requirements and in determining whether the Contractor is an acceptable bidder. If there has been an OSHA violation within the past five (5) years (measured from the date of the bid), the Contractor shall provide copies of the citation(s), all documents regarding final determination of such citations including settlements or any explanation(s) of such violation(s).

#### **4. RESPONSE CRITERIA**

The Contractor is expected to respond for scheduled work within two (2) calendar weeks from date of award. This contract is based on the Contractor's ability to be available for normal scheduled work Monday through Friday, 7:00 a.m. – 3:00 p.m. and to follow the Owner's start and end time for their workers and equipment.

The Contractor shall provide a failsafe means of being contacted. The Contractor shall maintain an office and such other facilities through which the Contractor can be contacted. The Contractor shall have sufficient telephone, e-mail and fax service and shall have a responsible person in charge at the office from 8:00 a.m. to 3:30 p.m. on Monday through Friday. The Contractor will provide an answering machine or answering service to receive messages during non-office hours. In addition, the Contractor will provide and maintain a current off-hours emergency telephone contact person.

## WASTEWATER TREATMENT PLANT SLUDGE DISPOSAL

### 1. TERMS, DEFINITIONS & ABBREVIATIONS

**“Bid”** shall mean the offer of the respondent submitted on the prescribed forms setting forth the prices for the services to be performed.

**“Bidder”** shall mean any person, firm or corporation submitting a proposal.

**“Container”** shall mean a watertight vessel able to hold a minimum of thirty (30) cubic yards of material.

**“Contract”** shall mean the contract for the transportation of sewage sludge between the Owner and the successful respondent.

**“Contract Award Amount”** shall be a fixed cost per container that is a minimum of thirty (30) cubic yards of material, or price per gallon for liquid that includes transportation to the disposal site.

**“Contract Period”** or **“Contract Term”** shall mean the contract term specified in Section 1 of Information for Bidders.

**“Contractor”** shall mean the successful bidder.

**“CY”** shall mean cubic yards.

**“Dewatered Sludge”** shall mean the sludge which has been conditioned with polymer from the Wastewater Treatment Plant.

**“Disposal”** shall mean the transportation of sludge from the Wastewater Treatment Plant and its subsequent disposal in an approved disposal facility (MDC).

**“Owner”** shall mean the Town of Simsbury, Connecticut.

**“Representative”** (of bidder) shall mean an individual who is a director or officer, if bidder is a corporation, or a partner, if the proponent is a partnership, or a principal in the bidder’s business. Such individual shall have the authority to contract on behalf of the bidder and to bind the bidder to terms of contract.

**“Sludge”** shall mean the product generated by the Town of Simsbury Wastewater Treatment Plant. It shall not include any waste defined as hazardous in 40 CFR Sec. 261.3, as amended, or any radioactive waste or materials regulated under 42 USC Sec. 6921-6925, as amended or any hazardous substances as defined in 42 USC Sec. 6901 et seq. And any regulations adopted thereunder or any material classed as hazardous or otherwise prohibited from landfill disposal by state law or regulation. To the extent that minimum amounts of hazardous waste included in sludge may under application law and regulation be accepted for landfill disposal without special handling and without enforcing special liability, such waste shall not be excluded from the



definition “**sludge**”. Copies of sludge analysis required by the Connecticut Department of Environmental Protection are included in Attachment A-2.

“**Sludge Cake**” shall refer to the sludge that is produced in the filtration process. The present average percent solids of this sludge cake are 15.7% with a range of approximately 12-19%. This is also referred to as dewatered sludge.

“**TS**” shall mean thickened primary and humus sludge produced at the Simsbury WPCF.

“**Watertight Container**” shall mean a 30 cubic yard roll off dumpster or other approved container that is gasketed and self-sealing without leakage.

“**Wet Tons**” shall refer to the weight of the sludge that has been dewatered through the Simsbury WPCF’s dewatering process. The average percent (%) solids of this dewatered sludge are 15.7%. This is also referred to as “**sludge cake**”.

## 2. **DISPOSAL SITES**

**The sludge shall be disposed of at MDC Hartford Water Pollution Control Facility located at 240 Brainard Road, Hartford, Connecticut.**

## 3. **PICK-UP**

**Pick-up location** – The pick-up point to be used by the Contractor for the term of this contract shall be the Town of Simsbury WPCF, 36 Drake Hill Road, Simsbury, CT 06070. This contract shall include the transportation of all sludge generated by said plant during the term of the contract.

**Pick-up frequency** – The WPCF operates 8 hrs/day, Monday through Friday. The response time for pick-up of loads must be immediate, so as to minimize back-up of sludge in the plant. Night pick-up should be scheduled between 3:30 p.m. and 7:00 a.m. The Owner will contact the Contractor the day before to schedule the number of containers needed on that day. The Contractor will be responsible for the transportation of this material to approved disposal site(s).

The Contractor shall have available sufficient reserve containers to provide for unforeseen surge in flow, in cake or liquid, sludge production, transportation difficulties, or other adverse contingencies. During pick-up, an empty container shall be provided for at the WPCF for continued use and operation of the plant.

**Pick-up days and times** – The Contractor shall make pick-ups with sufficient frequency to assure that no sludge back-ups occur at the WPCF. It is expected that the average volume of dewatered sludge produced in any one dewatering day will be 15 wet tons and should not exceed 30 wet tons in any one day. Unless emergencies cause unforeseen conditions, dewatering is only done on weekdays, Monday through Friday, and avoided on holidays. Saturday pick-up is an option.

**4. MATERIALS**

**Materials for which Contractor is responsible** – The Contractor will be responsible for the transportation of all “sludge” as defined in the Terms and Definitions section above.

**Materials for which Contractor is not responsible** – Hazardous and radioactive defined, as from time to time determined under state and federal law, but not limited by their enumeration:

40 CFR Section 261.3  
42 USC Section 6921.6925  
42 USC Section 6901 et seq.

**5. PERMITS AND LICENSES**

The Contractor, its agents, servants, and employees, at its expense shall obtain and maintain throughout the entire contract period, all permits, licenses and approvals necessary or required for the Contractor to perform the work and services described herein and shall comply with all applicable federal, state and local laws and regulations in its performance of the contract.

**6. REPORTING**

The Contractor shall prepare and submit to the Owner, with each billing for the same time period, monthly reports which shall contain (where applicable), the following:

- The Contractor shall maintain an up-to-date log of collections from the Wastewater Treatment Plant and delivery to disposal site indicating pick-up date, time, bill of lading number, weights, disposal site, and load number.
- Each invoice shall be accompanied by a signed certification indicating the disposal site that was utilized for each load of sludge.
- In addition to the foregoing, the Contractor shall make immediate report to the designated Town Representative whenever contamination has occurred as a result of spillage or otherwise.

**ATTACHMENT A-1  
FILTER CAKE PRODUCTION**

**Twelve Month Period ending December 2022**

<b>Date</b>	<b>Wet Tons</b>	<b>Ave % Solids</b>
Jan-22	374	15.7
Feb-22	285	15.5
Mar-22	378	15.6
Apr-22	356	15.6
May-22	419	15.2
Jun-22	594	15.7
Jul-22	304	15.9
Aug-22	376	15.2
Sep-22	411	16.0
Oct-22	367	15.9
Nov-22	340	16.0
Dec-22	359	16.1
<b>TOTAL</b>	<b>4563.0</b>	<b>188.4</b>
<b>AVERAGE</b>	<b>380.3</b>	<b>15.7</b>