

# **TOWN OF SIMSBURY**

**DEPARTMENT OF PUBLIC WORKS  
933 HOPMEADOW STREET  
SIMSBURY, CT 06070**

**INVITATION TO BID**

**FOR**

**SALT SHED FLOATING FOUNDATION  
DESIGN AND CONSTRUCTION**

**June 2, 2015**

**Bids Due**

**June 18, 2015, 10:00 a.m. EDT**

**Prepared By:**

**Department of Public Works  
Town of Simsbury  
933 Hopmeadow Street  
Simsbury, CT 06070**

## NOTICE TO BIDDERS

The Town of Simsbury is seeking responses from qualified vendors to Design and Construct a Concrete Floating Foundation system to support a 65' x 112' fabric/membrane type Salt Storage Building to be located at our Public Works facility at 66 Town Forest Road in Simsbury.

Sealed bids marked "Concrete Foundation Salt Storage Shed" will be received by the Town of Simsbury Finance Department, PO Box 495, 933 Hopmeadow Street, Simsbury, CT 06070. Submissions will be received no later than June 18, 2015 at 10:00 a.m. EDT. Bids received after that time will be rejected.

An Invitation to Bid, including specifications and forms on which bids must be submitted may be obtained on the Town website, <http://www.simsbury-ct.gov>

Each Respondent, by making their bid, represents that they have read and understand the bid documents. The Town reserves the right to reject any and all bids not deemed to be in the best interests of the Town of Simsbury. Final results will be posted on the Town website.

Any questions about this invitation to bid must be in writing and addressed to Thomas J. Roy, P.E., Director of Public Works, Town of Simsbury, PO Box 495, Simsbury, CT 06070 or faxed to 860-408-5416 on or before June 12, 2015. All responses will be made via addendum and posted to the Town's web page at least three days prior to the scheduled bid due date.

## **INFORMATION FOR BIDDERS**

### **I. PROJECT OVERVIEW**

The Town of Simsbury is seeking responses from qualified vendors to Design and Construct a Concrete Floating Foundation system to support a 65' x 112' fabric/membrane type Salt Storage Building to be located at our Public Works facility at 66 Town Forest Road in Simsbury. The selected contractor will be responsible for coordination with a separate vendor that will be designing and supplying the fabric/membrane type superstructure.

### **II. SPECIFICATIONS**

#### **General Conditions:**

A separate contractor is being retained to provide a 65' x 112' with a 24' opening fabric/membrane type salt storage structure. This contractor will provide all engineering calculations including: loads, anchor bolt requirements and related structural information for the purpose of the design of the foundation.

The desired foundation structure should provide for a 10' tall exposed wall capable of supporting the loading of salt, sand or other related construction materials stored in the facility.

The Town will provide a prepared site, including all excavation, compaction and backfill. The foundation contractor is responsible for providing detailed specifications for backfill and compaction requirements. The Town intends on using our recycled processed material available on site for all structural fill required on this project. A soil analysis boring and associated analysis has been conducted by C. Weltil and Associates and will be made available to all prospective bidders.

The foundations shall be engineered to meet 2015 ICC Building Code Requirements to 35# psf ground snow load and 100 mph, 3 sec gust, Roughness Category B and Exposure C.

Contractor will be required to obtain a building permit for this structure. The cost for Town portion of building permits will be waived and the State fees of the building permit (\$0.26/\$1,000 construct cost), will still apply.

The foundations shall not allow for more than 1½% differential settlement between truss positions.

Contractor will be required to provide design drawings and calculations stamped by a Professional Engineer licensed in the State of Connecticut.

Contractor will supply all labor & equipment required for the placement of concrete on prepared sub-grade.

## **Design Specifications:**

\*Specifications provided below are being used for the design of the superstructure. The engineer for the superstructure will be providing all loading information, and truss spacing information.

The structure shall be designed using methodology as per ASCE 7 standard referenced from the applicable building code. Primary and secondary framing shall comply with current issues of ISC, AISI, NEMA and ASTM specification, as applicable. Structural members shall be designed using Allowable Stress Design (ASD) or Load Resistance Factored Design (LRFD) for the design loads given below. Wind load factors and coefficients used in design of structural members must be in accordance with the applicable ASCE 7 guidelines.

**Snow Loads:** The structure shall be designed based upon a minimum ground snow load of 35 pounds per square foot (psf).

**Wind Loads:** The structure shall be capable of withstanding a basic wind speed (3-second gust) from any direction of 100 miles per hour. The design wind pressure shall be based on an exposure category of "C" and appropriate wind load factors and coefficients in accordance with the applicable referenced ASCE 7 guidelines. In no event shall the wind load used in the design of the main wind force resisting system be less than 10 pounds per square foot multiplied by the area of the building or structure projected on a vertical plane that is normal to the wind direction.

**Rainfall:** The structure shall be capable of withstanding the effects of rainfall up to 4 inches per hour for at least 2 hours.

**Design Loads:** The design shall be based as a minimum on the following design loads. Each member shall be designed to withstand stresses resulting from combinations of design loads that produce maximum percentage of actual to allowable stress in that member as per referenced ASCE 7 standard from applicable building code.

D = Dead Load + Collateral Load

S = Symmetrical Snow or Live Load (Balanced or Unbalanced)

Ws = Wind with internal suction

Wp = Wind with internal pressure

E = Earthquake

## **Materials:**

### **Concrete:**

All foundation systems are to be concrete with a minimum compressive strength ( $f'_c$ ) and corrosion inhibitors added to prevent deterioration from direct contact with salt and other road de-icing chemicals (calcium-chloride, magnesium-chloride, etc.) Contractors are to list the amounts and types of admixtures that would be used in the proposed foundations.

The exposed surfaces of the concrete are not required to have any architectural details, but should be a smooth consistent surface.

**Connectors:**

All metal connectors used on the inside of the structure and exposed to the corrosive effects of the salt or de-icing chemicals shall be stainless steel or hot-dipped galvanized.

**III. INSURANCE**

The selected Respondent will be required to maintain insurance in accordance with the attached Insurance Exhibits and furnish the Town with certificates of insurance effecting coverage required by this exhibit.

**IV. TAXES**

The Town is a qualified tax-exempt institution and as such is not liable for any federal, state, or local excise, sales, use, property or other taxes that Respondent may incur as a result of this agreement.

**V. PUBLIC INFORMATION & OWNERSHIP OF DOCUMENTS**

All bids submitted and information included therein or attached thereto shall become public records upon their delivery to the Town. All documents created by the Respondent during the completion of their contract requirements shall become the property of the Town, including any databases and information systems that are created. Proprietary information shall be identified as such. The Town will take every effort to secure proprietary information within its limits and confines.

**VI. ACKNOWLEDGEMENT FORM**

All bidders must read and sign the attached Town of Simsbury Acknowledgement Form, stating they have read the Town Ethics Policy. This policy follows (Attachment B.)

**VII. SITE INSPECTION AND QUESTIONS**

Contractors may make an appointment to visit the site during our normal operating hours by calling Mr. Kevin Clemens, Highway Superintendent at 860.658.3222. Visitors will not be permitted to inspect the site with out a prior arranged appointment.

Any questions about this Invitation to Bid must be made in writing to Mr. Thomas J. Roy, PE, Director of Public Works, Town of Simsbury, PO Box 495, Simsbury, CT 06070 or faxed to 860-408-5416 on or before June 12, 2015. All responses to substantive questions will be made via addendum and posted to the Town's web site at least three days prior to the scheduled bid opening.

## **VIII. SCHEDULE:**

Contractor will be expected to complete the Design and Construction of the foundation system within six weeks of receiving the notice to proceed and the design information provided by the superstructure vendor. We anticipate this information will be transmitted during the first two weeks of July.

## **IX. SELECTION AND EVALUATION CRITERIA**

### **Evaluation Criteria:**

After receipt of bids, the Town will use the following criteria in evaluating the bids and selecting a provider of services:

- a. Vendor History: The quality and performance of the vendor as evidenced by references of current and/or former clients being. The Firm's history and stability will also be taken into consideration, including its financial stability.
- b. Costs: Competitiveness of proposed fee, although the Town is not bound to select the respondent who bid the lowest fees for services.

## **X. BID SUBMISSION INSTRUCTIONS**

### **Submittal of the Following:**

- Bid Form
- Insurance Forms, signed and dated
- Acknowledgement Form, stating they have read the Town Ethics Policy
- Product literature describing the proposed foundation system

## **ATTACHMENT A**

**Please see following pages  
regarding Insurance Requirements & Agreements**

**ATTACHMENT A**

**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
  
- 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 acceptance of the project by the Town.

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

Certificates of insurance must be submitted to the Director of Public Works 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 Director of Public Works shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works.

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.



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## Hold-Harmless and Indemnification Agreement

The Contractor shall fully indemnify, defend and hold harmless the Town of Simsbury and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Contractor, and even if caused by the negligence of the Town of Simsbury or any of their officers, employees, agents, servants and volunteers. This obligation shall further apply to:

1. actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "Contractor Parties");
2. liabilities arising, directly or indirectly, in whole or in part, in connection with this contract, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this contract, and;
3. all damages losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, workers' compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Contractor or any Contractor's Parties.

The Contractor hereby covenants and agrees that the Town of Simsbury shall be endorsed on the Contractor's policies of insurance as additional insured.

The Contractor hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability as defined on Exhibit A attached hereto containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town of Simsbury or any of its officers, employees, agents, servants and volunteers.

The Contractor hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the Contractor's insurance is primary and any insurance obtained, or self insurance provided, by the Town/City and/or Board of Education is excess.

The Contractor's insurance carrier will waive all rights of subrogation against the Town/City and/or Board of Education, and all of their respective officers, employees, agents, servants and volunteers.

The Contractor hereby further covenants and agrees to furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences.

\_\_\_\_\_  
Contractor Authorized Representative

\_\_\_\_\_  
Date

Telephone (860) 658-3200  
Facsimile (860) 658-9467

[www.simsbury-ct.gov](http://www.simsbury-ct.gov)

*An Equal Opportunity Employer*  
8:30 - 7:00 Monday  
8:30 - 4:30 Tuesday through Friday

**ATTACHMENT B**

**Town of Simsbury Code of Ethics**

**please see following pages**



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

*Thomas E. Vincent, First Selectman*

## Chapter 13, ETHICS, CODE OF

[HISTORY: Originally adopted by the Board of Selectmen of the Town of Simsbury 9-14-1988.  
Revised on September 10, 2001.]

### Chapter 13-1. Legislative Intent.

The proper operation of government requires that public officials and public employees be independent, impartial and responsible to the people; that governmental decisions and policies be made free from undue influence and in the proper channels of governmental structure; that governmental office and employment not be used for unauthorized personal gain; that governmental officials and employees strive to avoid even the appearance of impropriety; and that the public have confidence in the integrity of its government. The purpose of this Code of Ethics is to set forth standards of ethical conduct to guide officials and employees of the Town of Simsbury in the conduct of their public responsibilities and to develop and maintain a tradition of responsible and effective public service. In recognition of these goals, this Code of Ethics is established pursuant to authority granted to the Town by Connecticut General Statutes §7-148h.

### Chapter 13-2. Board of Ethics.

- A. Establishment. As authorized by §702 and §715 of the Charter of the Town of Simsbury and §7-148h of the Connecticut General Statutes, the Board of Selectmen shall appoint a Board of Ethics consisting of six members, two of whom shall be registered Republicans, two of whom shall be registered Democrats and two of whom shall be unaffiliated voters. The members of the Board shall serve four-year terms, except that at the first appointment by the Board of Selectmen, one Republican, one Democrat and one unaffiliated voter shall be appointed for two-year terms, with the remaining members appointed for four-year terms. Biennially, thereafter, the Board of Selectmen shall appoint in the manner provided in the Charter of the Town of Simsbury.
- B. Organization and Procedure. The Board shall elect a Chairman and Vice Chairman/ Secretary and shall establish its own rules and procedures, which shall be available to any elector of the town upon request to the Board. The first rules and procedures shall be established within six months of the date this chapter becomes effective. The need to maintain confidentiality in order to protect the privacy of public officials, employees and consultants shall be considered when establishing the rules and procedures. It shall keep records of its meetings and shall hold meetings at the call of the Chairman and at such other times as it may determine.

C. Powers and Duties.

- (1) The Board shall render advisory opinions with respect to the applicability of the Code of Ethics to specific situations to any agency or any official, employee or consultant pursuant to a written request or upon its own initiative. The Board may also issue guidelines. Such opinions and guidelines, until amended or revoked, shall be binding on the Board and reliance upon them in good faith is an absolute defense in any action brought under the provisions of this chapter or under Section 1103 of the Town Charter. Any request or opinion, the disclosure of which invades the personal privacy of any individual [as that term is used in Connecticut General Statutes §1-19(b)(2) by the Connecticut Freedom of Information Commission and the courts], shall be kept confidential in a personnel or similar file and shall not be subject to public inspection or disclosure. The Board may make available to the public any advisory opinions that do not invade an individual's privacy and may take other appropriate steps in an effort to increase public awareness of this Code of Ethics.
- (2) The Board shall establish procedures by which the public may initiate complaints alleging a violation of this Code of Ethics. The Board itself may also initiate such a complaint. The Board shall have the power to hold hearings concerning the application of this code and its violation and may administer oaths and compel the attendance of witnesses by subpoena. As required by §7-148h (a) of the Connecticut General Statutes, the provisions of §1-82(a) through (e) of the Connecticut General Statutes shall apply to all investigations and hearings held under this ordinance. If the Board determines that there is probable cause it shall continue the investigation and hold such further hearings as may be necessary, and if the Board determines that the respondent has, in fact, violated the provisions of this code, it shall file a memorandum of decision with a recommendation for appropriate action with the Board of Selectmen, except with respect to individuals under the jurisdiction of the Board of Education, in which cases the memorandum of decision shall be filed with the Board of Education. In the case of a consultant, it shall also be filed with the contracting agency. The recommended action may include private reprimand, public censure, a fine not to exceed \$100 or other such action as the Board of Selectmen or Board of Education may deem appropriate in accordance with their respective responsibilities under the law provided that in the case of union employees, such recommended action does not constitute a unilateral change in conditions of employment. No such recommendation shall limit the authority of the Board of Selectmen or the Board of Education under the Charter of the Town of Simsbury or under any ordinance, statute or any other law, and the actions hereunder shall be supplemental to any authority the Board of Selectmen or Board of Education has under any ordinance, statute or any other law. Any discussion by the Board of Selectmen, Board of Education or contracting agency of an individual affected by said memorandum of decision shall be in executive session, unless the individual affected requests that such discussion be held in open session.

**Chapter 13-3. Definitions.**

For the purpose of this chapter, the following terms shall have the indicated meanings:

- A. "Agency" means all boards, commissions, authorities and committees of the Town of Simsbury, including the Board of Education but not including a Town Meeting.
- B. "Official" includes all persons who are members of a Town agency.
- C. "Employee" includes all persons, including but not limited to officers and supervisors, employed by the Town and encompasses all persons, including but not limited to officers and supervisors, employed by the Board of Education.
- D. "Consultant" means any independent contractor or professional person or firm that is engaged by and receives compensation from any agency for the purpose of providing scientific, technical or other specialized opinion to such agency and is in a position to influence any decision of an agency, official or employee.
- E. "Financial Interest" means any interest that: (1) has a monetary value of \$100.00 or more or generates a financial gain or loss of \$100.00 or more in a calendar year; and (2) is not common to the other citizens of the Town. An individual's "financial interests" shall include the financial interests of all members of his/ her family who reside in his/ her household but shall not include any duly authorized compensation from the Town.

- F. "Beneficial Interest" means any non-financial interest or special treatment that is not common to other citizens of the Town. An individual's "beneficial interests" shall include the "beneficial interests" of all members of his/her family who reside in his/her household.
- G. "Confidential Information" means information, whether transmitted orally or in writing, that is obtained by an official or employee by reason of his/ her public position and is of such nature that, at the time of transmission, it is not a matter of public record.
- H. Immediate Family means a member of a person's family who resides in the person's household.

#### **Chapter 13-4. Consultants.**

This Code of Ethics shall be incorporated into all contracts entered into by an agency and a consultant.

Persons or firms who are engaged by and receive compensation from other entities, such as the state or federal government, and who are in a position to influence any decision of an agency, official or employee shall be guided by this Code of Ethics, and the Board of Ethics, upon complaint or its own motion, may make recommendations to the entity employing such persons.

#### **Chapter 13-5. Confidential Information.**

Except as otherwise required by law, no official, employee or consultant shall disclose, without proper authorization, confidential information, nor shall he/ she use such information to advance his/her financial or beneficial interests or the financial or beneficial interests of others. This section shall not be used to restrict the release of information that is properly available to the public.

#### **Chapter 13-6. Use of Influence.**

No official, employee or consultant may inappropriately use his/ her position to seek, demand, or influence a financial interest or a beneficial interest in his/ her favor or in favor of any other person or entity.

#### **Chapter 13-7. Gifts and Favors.**

No official, employee or consultant or any member of his/her immediate family nor any agency, employee organization or group of employees shall solicit or accept any valuable gift, whether in the form of a service, a loan at a less than a commercially reasonable rate, a material thing or a promise, from any person or entity who or which is interested directly or indirectly in any business transactions or pending matters that are within the purview of such prospective recipient's official responsibilities. No official or employee shall accept any special favor, treatment, consideration or advantage beyond that which is generally available to citizens of the Town from any person who, to the official or employee's knowledge, is interested directly or indirectly in any business transactions or pending matters that are within his/ her official responsibilities. For purposes of this section, pending matters include, but are not limited to, applications to agencies, bids for work to be performed, applications for employment and bids for the furnishing of supplies, equipment or other items.

The Board of Ethics shall formulate guidelines for delineating gifts and favors deemed not to be of value in order to avoid de minimus situations. Such guidelines shall become effective upon adoption by the Board of Selectmen.

This section shall not apply to a political contribution otherwise reported as required by law.

#### **Chapter 13-8. Equal Treatment.**

Without proper authorization, no official, employee or consultant shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

### **Chapter 13-9. Conflict of Interest.**

An official or employee or consultant has a conflict of interest when he/she engages in or participates in any transaction, including private employment and the rendering of private services, that is incompatible with the proper discharge of his/her official responsibilities in the public interest or would tend to impair his/her independent judgment or action in the performance of his official responsibilities.

An official or employee or consultant has a financial interest or beneficial interest that is incompatible with the proper discharge of his/her official responsibilities in the public interest if he/ she has reason to believe or expect that he/she will derive such interest by reason of his/her performance of his/her official responsibilities.

An official or employee or consultant does not have a financial or beneficial interest that is incompatible with the proper discharge of his/her official responsibilities in the public interest if any such interest accrues to him/her as a member of a business, profession, occupation or group to no greater extent than it accrues to any other member of the business, profession, occupation or group that he/she represents. This does not relieve an individual from his/her obligation to refrain from voting on any matter that would directly benefit his/her business, profession, occupation, group or immediate family as required by Section 13-10 of this Code of Ethics, Section 1103 of the Charter of the Town of Simsbury and General Statutes §7-148h(b).

### **Chapter 13-10. Disclosure.**

- A. Any official, employee or consultant who has a financial or beneficial interest, direct or indirect, in any contract, transaction or decision within the purview of his/her official responsibilities shall disclose that interest in writing to the Board of Selectmen. Such disclosure also shall be provided, in the case of an official, to the agency of which the official is a member, and, in the case of an employee or consultant, to the agency by which he/she is employed or has been retained. Such disclosure shall disqualify the official, employee or consultant from participation in the matter, and violation of this section shall be grounds for removal by the appropriate agency in accordance with applicable law.
- B. No official or employee or consultant shall appear on behalf of any private person or party before any agency in connection with any cause, proceeding, application or other matter in which he/ she has a financial or beneficial interest without first disclosing such interest to the agency, which shall record such disclosure in the record of the agency's proceeding. The Secretary or Clerk of said agency shall notify the First Selectman and, in the case of an official or employee of the Board of Education, the Chairman of the Board of Education, and the Chairman of the Board of Ethics in writing of such disclosure within three business days.

### **Chapter 13-11. Incompatible Employment and Activities.**

- A. No official or employee shall engage in or accept private employment or render services for private interest when the employment or services: (1) are incompatible with the proper discharge of his/her official duties; or (2) would tend to impair his/her independence of judgment or action in the performance of his official duty. No consultant shall engage in employment or render services for interests other than the Town when such employment or services: (1) are incompatible with the proper discharge of his/her consulting duties; or (2) would tend to impair the independence of his/her judgment or action on the matter for which he has been engaged by the Town.
- B. No former official, employee or consultant shall appear on behalf of any private person or other entity before any agency with which he/she previously was employed or affiliated for a period of one year after the termination of his/her public service or employment. Such an individual may be relieved of his/her duty to refrain from such appearance upon written application to the Board of Ethics, which Board shall review the written application and relevant facts.
- C. No former official, employee or consultant shall appear on behalf of any private person or other entity before any agency in regard to a matter in which he/she previously participated in the course of his/her official responsibilities for a period of one year after the termination of his/her public service or employment. Such an individual may be relieved of his/her duty to refrain from such appearance upon written application to the Board of Ethics, which Board shall review the written application and relevant facts.

- D. Subsections B, C and D of this section shall not prohibit any current or former official, employee or consultant from appearing before any agency on his/her own behalf or on behalf of members of his/her family living in his/her household. To avoid the appearance of impropriety, officials are strongly discouraged from recusing themselves and appearing before their own agency unless extenuating circumstances exist. When in doubt, an official should seek an opinion from the Board of Ethics prior to appearing before his/her own agency.
- E. An official should not appear before, or participate in the proceeding of, another agency in violation of Connecticut General Statutes §8-11 or §8-21 or any other provision of the General Statutes.
- F. To avoid even the appearance of impropriety, an official not otherwise prohibited shall exercise care when appearing before other agencies and shall disclose whether he/she is appearing in his/her official capacity or as a private citizen.

#### **Chapter 13-12. Acknowledgment Form.**

- A. Every official shall sign and file with the Board of Selectmen an acknowledgement form, supplied by the First Selectman, indicating his/her awareness of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1103 of the Charter of the Town of Simsbury on or before being sworn into office and again thereafter in January of each even numbered year. The Board of Selectmen shall adopt and implement a procedure for monitoring compliance with the aforesaid filing requirement.
- B. Every consultant shall sign and file with agency by which he/she is retained an acknowledgment form, supplied by the First Selectman, indicating his/her awareness of the provisions of this Code of Ethics, the guidelines thereunder and Section 1103 of the Charter of the Town of Simsbury on or before being retained by an agency. The Board of Selectmen shall adopt and implement a procedure for monitoring compliance with the aforesaid filing requirement.
- C. The Board of Selectmen shall adopt and the First Selectman shall implement a plan for making all employees, other than persons who are employed by the Board of Education, aware of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1103 of the Charter of the Town of Simsbury. The plan adopted by the Board of Selectmen shall contain a provision requiring that department heads review such provisions with all such employees at an interval to be determined by the Board of Selectmen. The plan shall be completed within 120 days after the adoption of this Code of Ethics, and a copy of the plan shall be filed with the Board of Ethics upon its adoption.  
Every employee, other than persons employed by the Board of Education, shall execute an acknowledgment form, supplied by the First Selectman, indicating the employee's awareness of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1103 of the Charter of the Town of Simsbury as follows:
  1. New employees shall execute the form at the time of employment and thereafter in accordance with subparagraph 2 below.
  2. Current employees shall execute the form within 60 days after the adoption of the procedure set forth in paragraph C above and thereafter at intervals specified by the Board of Selectmen, but in no event shall such intervals be less frequent than a period of 2 years from the date of signing the last acknowledgement form.
- D. The Board of Education shall adopt and the Superintendent shall implement a plan for making all employees of the Board of Education aware of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1103 of the Charter of the Town of Simsbury. The plan adopted by the Board of Education shall contain a provision requiring that department heads review such provisions with all employees at an interval to be determined by the Board of Education. The plan shall be completed within 120 days after the adoption of this Code of Ethics, and a copy of the plan shall be filed with the Board of Ethics upon its adoption. Every employee of the Board of Education, shall execute an acknowledgment form, supplied by the Superintendent, indicating the employee's awareness of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1103 of the Charter of the Town of Simsbury, as follows:

1. New employees shall execute the form at the time of employment and thereafter in accordance with subparagraph 2 below.
2. Current employees shall execute the form within 60 days after the adoption of the procedure set forth in Paragraph D above and thereafter at intervals specified by the Board of Education, but in no event shall such intervals be less frequent than a period of 2 years from the date of signing the last acknowledgement form.

**TOWN OF SIMSBURY**

**Acknowledgement Form  
and  
Charter Section 1103  
Code of the Town of Simsbury**

**ACKNOWLEDGEMENT FORM**

I have read Section 1103 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a Contractor retained by the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1103 of the Charter.

Areas of Exception
--------------------

**CONFLICTS OF INTEREST  
SECTION 1103**

**CONFLICTS OF INTEREST.** It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the town or of any board or commission shall disqualify such elected or appointed official or such member of a board of commission or such town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for his/her removal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

**Town of Simsbury  
Board of Ethics**

**Guidelines for Gifts and Favors**

The following guidelines are issued to delineate gifts and favors deemed to be of no substantial value and permissible under the provisions of Section 13-3 of the Code of Ethics Ordinance for the Town of Simsbury:

1. The acceptance of a small gift, the denial of which would appear discourteous, provided the value of the gift does not exceed approximately \$50.00 from a single donor or \$100.00 per calendar year from a single donor, is permitted.
2. If a gift is received which is of such insignificant consequence that the cost of its return exceeds the value of the gratuity, it may be accepted.
3. Inexpensive advertising novelties, such as pens, calendars, and other items customarily distributed to both the public and private sector, may be accepted.
4. An occasional meal or entertainment event may be accepted if it is in the ordinary course of business, but under no circumstances shall a meal or other event be accepted if the value exceeds approximately \$50.00. Occasional means: infrequent, without regularity, and generally not to exceed six or eight occasions per year.
5. Any other offer for travel, meals or entertainment is prohibited by the ordinance unless:
  - (a) it is part of an event related to the Town's business in which the employee or public officials from other municipalities are also offered the same benefit;  
AND
  - (b) the event is approved in advance by the First Selectman in the case of Town officials and employees, or the Superintendent of Schools in the case of Board of Education officials and employees.

Any such approvals by the First Selectman or Superintendent of Schools which exceed \$50.00 in value shall be reported in writing to the Chair of the Board of Ethics within ten (10) business days following the date of approval giving a description of the event, the approximate dollar amount involved, and the reason for the approval.

6. Acceptance of a gift, meal, entertainment event or other gratuity from a family member of person having a close relationship who would ordinarily be giving or exchanging gifts for special occasions such as religious holidays, birthdays, birth or adoption of a child are allowed unless the donor has a matter pending where the recipient of the gift has decision making authority.

Approved by the Board of Selectmen on September 10, 2001

---

## **ATTACHMENT C**

**Geo-Technical Report  
for a separate project  
in the general area of the proposed Salt Shed**

**please see following pages**

**DR. CLARENCE WELTI, P.E., P.C.**

GEOTECHNICAL ENGINEERING

227 Williams Street · P.O. Box 397  
Glastonbury, CT 06033-0397

(860) 633-4623 / FAX (860) 657-2514

May 28, 2015

Mr. Kevin Clemens, Highway Superintendent  
Town of Simsbury  
P.O. Box 495  
Simsbury, CT 06070

**Re: Geotechnical Study for Proposed Vehicle Wash Building at Public Works Facility  
66 Forest Road, Simsbury, CT**

Dear Kevin:

**1.0** Herewith are boring data pertaining to the above project. Three borings were drilled at the proposed building to a depth of 21.5 feet below the existing grade. The boring locations are shown on the attached boring plan. *The borings were drilled by Clarence Welti Associates, Inc. and sampling was conducted by this firm solely to obtain indications of subsurface conditions as part of a geotechnical exploration program. No services were performed to evaluate subsurface environmental conditions.*

**2.0** The **Subject Project** will include a one story slab on grade Vehicle Wash Building with a footprint of about 2,000 sf. The building will include the wash bay, an equipment room and a knockdown pad with overhead catwalk. There will be a deep sump catch basin beneath the wash bay. No floor elevations or site grading plans were available at the time of this report. It is presumed the building floor slab will be within 2 feet of the existing grades.

**3.0** The **Geologic Origin** of the natural inorganic soils is from glacial lake deposits. The deposits consist generally medium compact sand with trace to some silt, trace gravel to 20+ feet .

**3.1** The **Soils Cross Section** from the boring is generally as follows:

Fine to coarse SAND, little Gravel, trace Silt to 1 to 8 feet, medium compact

Fine to fine to coarse SAND, trace Silt to 18 to 21+ feet, medium compact with localized loose

zones

Fine SAND, little to some Silt to 21+ feet, medium compact

**3.2 The Water Table** was at 15 to 16 feet below the existing grades at the completion of the borings.

**4.0 The Criteria for Foundation Type and Loading** are as follows:

1. The maximum total settlement shall not exceed 3/4" and the maximum differential settlement shall not exceed 1/2 the maximum settlement.
2. The Foundation Type and Loading must address the seismic section of the building code
3. The ground floor slab must not settle differentially more than 1/2" in excess of the structure subsidence.

**4.1** Regarding item 2 (above), the seismic site soil profile classification is "D". The mapped MCE spectral response acceleration values for Simsbury, CT are  $S_1 = 0.065$  for one second period and  $S_s = 0.238$  for short period cyclic loading.

**5.0** The foundation for the proposed structure can be with spread footings. The foundations should be on the natural soils or on a controlled fills placed after the removal of existing fills and buried subsoils. Controlled fill should conform to section 6.0 below and should extend outside of foundations for a distance equal to at least the depth of fill beneath foundations.

**5.1** The **allowable bearing pressure** for foundation with the above sub grade preparation can be 4,000 psf. The allowable loading can be increased by 1/3 for seismic or wind loading.

**5.2** The **static lateral loading** on retaining walls that are a part of the building (if any) shall be based on at-rest pressure using the at-rest coefficient  $K_0=0.45$ , as cited in the table on section 5.4 below. Lateral loading on retaining walls apart from the building can be designed with active pressure using the coefficient  $K_A=0.28$  for a level backfill condition. The ultimate sliding coefficient for concrete on crushed stone or controlled is 0.60.

**5.3** The required **frost protection depth** is 3.5 feet below the finished exterior grades.

**5.4 Summary of Foundation Design Parameters:**

Parameter	Value
Allowable Bearing Pressure	2.0 Tons/sf
Soil Unit Weight of Natural Soil and Controlled Fill	125 pcf

Submerged Unit Weight of Natural Soil and Controlled Fill	63 pcf
At-Rest Pressure Coefficient, $K_o$	0.45
Active Pressure Coefficient, $K_A$ (level backfill)	0.28
Ultimate Sliding Coefficient, concrete on crushed stone or controlled fill	0.60
Frost Protection Depth	3.5 feet
Seismic Site Soil Profile Classification	D
Mapped MCE Spectral Response Acceleration for one second period, $S_1$	0.065
Mapped MCE Spectral Response Acceleration for short period, $S_s$	0.238

**6.0 Regarding Controlled Structural Fill and Backfill for Excavations at Columns and Walls,** the material shall conform to the following or be 3/8" crushed stone:

Percent Passing	Sieve Size
100	3.5"
50 - 100	3/4"
25 - 80	No.4

The fraction, passing the No.4 sieve shall have less than 15%, passing the No. 200 sieve.

All backfill and fill must be compacted to at least 95% of modified optimum density.

**6.1** There should be a minimum 2 feet of controlled fill beneath floor slabs. Existing granular fills can generally remain in place beneath the floor slab provided the subgrades can be proof compacted without significant rutting or movements.

**6.1.1** There should be a minimum 8" layer of processed stone base (CTDOT M.05.01) placed directly beneath the floor slab. The 8" layer of a processed stone base would provide a sub-grade modulus of at least 250 pci.

**7.0 Regarding Earthwork,** excavations in the natural soils will fall in OSHA Class C. This will require sloping excavations, which are unshored and exceed 5 feet in height, to be cut back to slopes

less than 34° from the horizontal (1.5H:1V). Excavations deeper than about 5 feet will be below the water table in the sandy soils and would probably have to be supported with sheet piling cofferdams and de-watered .

8.0 This report has been prepared for specific application to the subject project in accordance with generally accepted soil and foundation engineering practices. No other warranty, express or implied, is made. In the event that any changes in the nature, design and location of structures are planned, the conclusions and recommendations contained in this report should not be considered valid unless the changes are reviewed and conclusions of this report modified or verified in writing.

The analyses and recommendations submitted in this report are based in part upon data obtained from referenced explorations. The extent of variations between explorations may not become evident until construction. If variations then appear evident, it will be necessary to re-evaluate the recommendations of this report.

Dr. Clarence Welti, P.E., P.C., should perform a general review of the final design and specifications in order that geotechnical design recommendations may be properly interpreted and implemented as they were intended.

If you have any questions, please call our office.

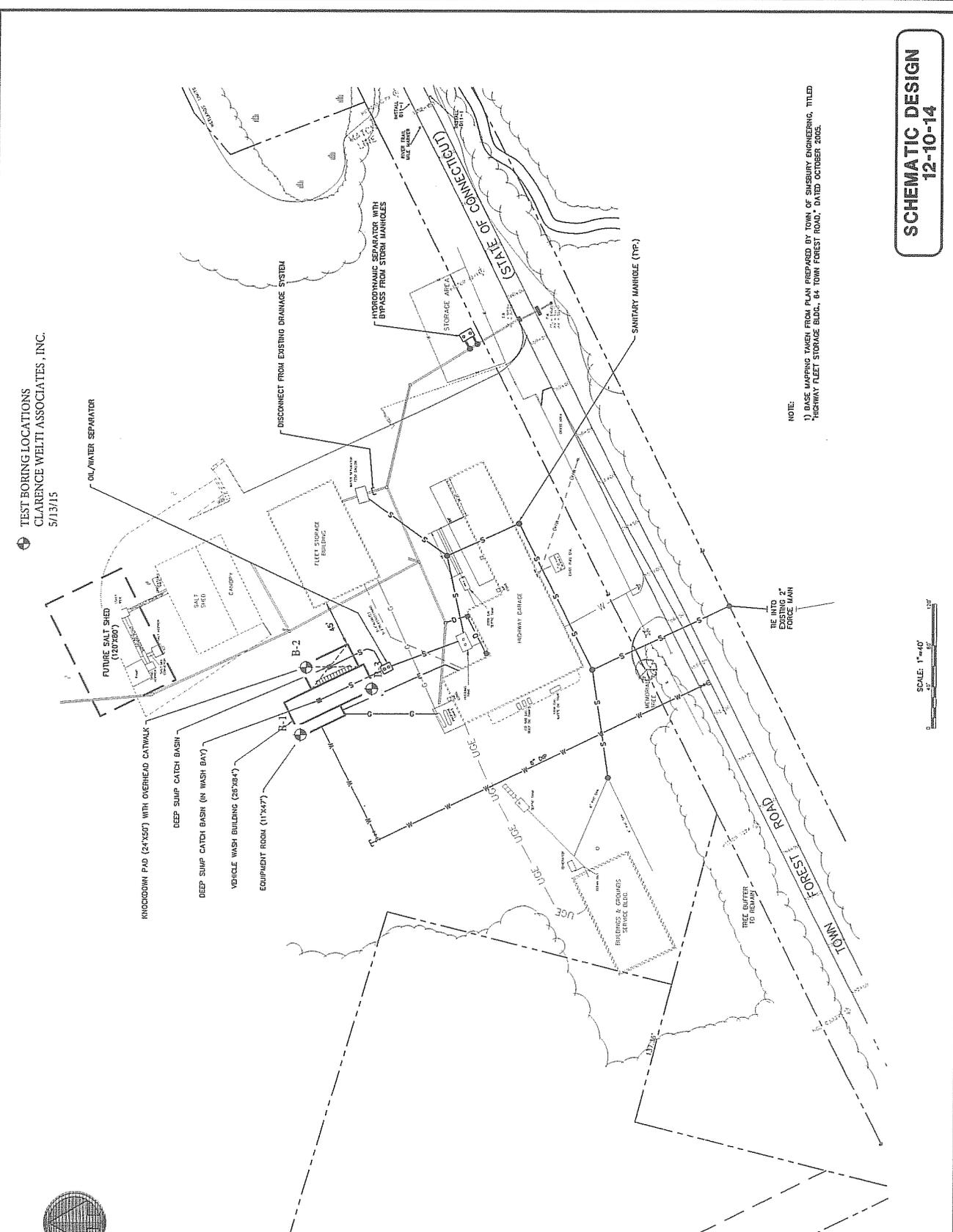
Very truly yours,



Max Welti, P.E.



Clarence Welti, PhD, P. E.  
President, Dr. Clarence Welti, P. E., P. C.



<b>CLARENCE WELTI ASSOC., INC.</b> P.O. BOX 397 GLASTONBURY, CONN 06033				CLIENT		PROJECT NAME <b>VEHICLE WASH BUILDING</b>	
				TOWN OF SIMSBURY		LOCATION 66 TOWN FOREST ROAD, SIMSBURY, CT.	
	AUGER	CASING	SAMPLER	CORE BAR.	OFFSET	SURFACE ELEV.	HOLE NO. <b>B-1</b>
TYPE	HSA		SS		LINE & STA.	GROUND WATER OBSERVATIONS	
SIZE I.D.	3.75"		1.375"		N. COORDINATE	AT 15.0 FT. AFTER 0 HOURS	START DATE 5/13/15
HAMMER WT.			140 lbs		E. COORDINATE	AT FT. AFTER HOURS	FINISH DATE 5/13/15
HAMMER FALL			30"				

DEPTH	SAMPLE			A	STRATUM DESCRIPTION + REMARKS	ELEV.
	NO.	BLOWS/6"	DEPTH			
0	1	8-6-8-10	0.00'-2.00'		BR. FINE-CRS.SAND, LITTLE GRAVEL, TRACE SILT	1.0
					LIGHT BR. FINE SAND, TRACE SILT	
	2	10-7-6-6	2.00'-4.00'			
	3	3-3-3-5	4.00'-6.00'			
5						
10	4	4-12-8	10.00'-11.50'			
15	5	3-4-4	15.00'-16.50'			
20	6	7-8-16	20.00'-21.50'		BR. FINE SAND, SOME SILT	18.0
25						
30						
35					BOTTOM OF BORING @ 21.5'	21.5

<b>LEGEND: COL. A:</b>		DRILLER: K. CHRISTIANA	
SAMPLE TYPE: D=DRY A=AUGER C=CORE U=UNDISTURBED PISTON S=SPLIT SPOON		INSPECTOR:	
PROPORTIONS USED: TRACE=0-10% LITTLE=10-20% SOME=20-35% AND=35-50%		SHEET 1 OF 1	HOLE NO. <b>B-1</b>

<b>CLARENCE WELTI ASSOC., INC.</b> P.O. BOX 397 GLASTONBURY, CONN 06033				CLIENT  TOWN OF SIMSBURY			PROJECT NAME <b>VEHICLE WASH BUILDING</b>		
							LOCATION <b>66 TOWN FOREST ROAD, SIMSBURY, CT.</b>		
	AUGER	CASING	SAMPLER	CORE BAR.	OFFSET	SURFACE ELEV.		HOLE NO. <b>B-2</b>	
TYPE	HSA		SS		LINE & STA.	GROUND WATER OBSERVATIONS		START DATE	
SIZE I.D.	3.75"		1.375"		N. COORDINATE	AT 16.0 FT. AFTER 0 HOURS		5/13/15	
HAMMER WT.			140 lbs		E. COORDINATE	AT FT. AFTER HOURS		FINISH DATE	
HAMMER FALL			30"					5/13/15	
DEPTH	SAMPLE			A	STRATUM DESCRIPTION + REMARKS			ELEV.	
	NO.	BLOWS/6"	DEPTH						
0	1	15-16-11-16	0.00'-2.00'		LIGHT BR. FINE-CRS.SAND, LITTLE GRAVEL, TRACE SILT				
	2	11-10-8-9	2.00'-4.00'						
5	3	8-4-3-5	4.00'-6.00'						
					8.0				
10	4	4-4-4	10.00'-11.50'		LIGHT BR. FINE-MED. SAND, TRACE SILT				
					13.0				
15	5	5-5-5	15.00'-16.50'		BR. FINE-CRS. SAND, TRACE SILT				
					18.0				
20	6	7-5-5	20.00'-21.50'		BR. FINE SAND, LITTLE SILT				
					21.5				
25					BOTTOM OF BORING @ 21.5'				
30									
35									

**LEGEND: COL. A:**  
**SAMPLE TYPE:** D=DRY A=AUGER C=CORE U=UNDISTURBED PISTON S=SPLIT SPOON  
**PROPORTIONS USED:** TRACE=0-10% LITTLE=10-20% SOME=20-35% AND=35-50%

DRILLER: K. CHRISTIANA  
 INSPECTOR:  
 SHEET 1 OF 1      HOLE NO. **B-2**

<b>CLARENCE WELTI ASSOC., INC.</b> P.O. BOX 397 GLASTONBURY, CONN 06033				CLIENT  <b>TOWN OF SIMSBURY</b>		PROJECT NAME <b>VEHICLE WASH BUILDING</b>	
						LOCATION <b>66 TOWN FOREST ROAD, SIMSBURY, CT.</b>	
	AUGER	CASING	SAMPLER	CORE BAR.	OFFSET	SURFACE ELEV.	<b>HOLE NO. B-3</b>
TYPE	HSA		SS		LINE & STA.	GROUND WATER OBSERVATIONS AT 15.0 FT. AFTER 0 HOURS	
SIZE I.D.	3.75"		1.375"		N. COORDINATE	START DATE 5/13/15	
HAMMER WT.			140 lbs		E. COORDINATE	AT FT. AFTER HOURS FINISH DATE 5/13/15	
HAMMER FALL			30"				
DEPTH	SAMPLE			A	STRATUM DESCRIPTION + REMARKS	ELEV.	
	NO.	BLOWS/6"	DEPTH				
0	1	12-17-18-20	0.00'-2.00'	A	BR. FINE-CRS.SAND, LITTLE GRAVEL, TRACE SILT		
	2	14-12-7-7	2.00'-4.00'		LIGHT BR. FINE-MED. SAND, TRACE SILT	3.0	
5	3	3-3-5-6	4.00'-6.00'				
10	4	3-4-4	10.00'-11.50'				
15	5	2-2-2	15.00'-16.50'				
20	6	3-6-6	20.00'-21.50'		BR. FINE-CRS.SAND, LITTLE GRAVEL, TRACE SILT	18.0	
					BOTTOM OF BORING @ 21.5'	21.5	
25							
30							
35							
<b>LEGEND: COL. A:</b> <b>SAMPLE TYPE:</b> D=DRY A=AUGER C=CORE U=UNDISTURBED PISTON S=SPLIT SPOON <b>PROPORTIONS USED:</b> TRACE=0-10% LITTLE=10-20% SOME=20-35% AND=35-50%						DRILLER: K. CHRISTIANA INSPECTOR:	
						SHEET 1 OF 1      HOLE NO. <b>B-3</b>	

