

June 25, 2020

**TOWN OF WINDSOR  
REQUEST FOR QUALIFICATIONS  
RAILROAD GRADE CROSSING QUIET ZONE ASSESSMENT  
RFQ/P No. E2020-05**

**THIS IS NOT A REQUEST FOR BIDS AND THE TOWN RESERVES THE RIGHT TO  
NEGOTIATE AND CONTRACT WITH ANYONE OR NO ONE IN THE BEST INTERESTS OF  
THE TOWN OF WINDSOR.**

**1. INTENT AND GENERAL INFORMATION**

The Town of Windsor is soliciting proposals for professional services from a qualified engineering firm to develop a feasibility study for the establishment of a Quiet Zone along the Amtrak railway corridor running from the north and south Town limit. The Town of Windsor has seven at-grade crossings with intersecting streets.

These seven at-grade crossings are as follows:

- Meadow Road
- East Barber Street
- Island Road
- Central Street
- Pierson Lane
- Macktown Road
- Hayden Station Road

The consultant shall consider all information and relevant factors that may be appropriate in determining the necessary modifications to meet any and all requirements for creating a Quiet Zone.

**2. SUBMISSION AND DEADLINE**

All qualification packages must be **received by 2:00 P.M. Thursday, July 23, 2020.**

Proposal shall be submitted in PDF format via **E-mail** to Adam Kessler, [kessler@townofwindsorct.com](mailto:kessler@townofwindsorct.com).

OR

**Three (3) copies** of the proposal shall be submitted to:

Adam Kessler, P. E.  
Assistant Town Engineer  
Windsor Town Hall  
275 Broad Street  
Windsor, CT 06095

There will be no public opening of the proposals. Questions regarding this RFQ may be directed via email to Adam Kessler, [kessler@townofwindsorct.com](mailto:kessler@townofwindsorct.com). Pertinent questions will be answered by close of business on Monday, July 20, 2020.

### **3. SCOPE OF SERVICES**

The scope of work outlined below represents an estimation of the activities required to successfully complete the feasibility study and establish a quiet zone. Based on specific knowledge of the process and firm experience, town staff encourages respondents to amend this scope and identify any additional potential steps or activities that would assist the town in this process.

#### **PHASE I – QUIET ZONE FEASIBILITY STUDY**

##### *Activity 1 – PRELIMINARY INVESTIGATIONS/RISK INDEX UPDATE AND REVIEW*

- Analyze and update existing conditions at each crossing identified. Including but not limited to gathering necessary data to provide updated traffic, pedestrian and train counts to Federal Railway Administration (FRA).
- Upon approval of all traffic counts and updates to the FRA database, analyze existing risk index for the proposed quiet zone.
- Identify potential issues at each crossing and corresponding potential safety improvements.

##### *Activity 2 – COORDINATION WITH GOVERNING ENTITIES/DIAGNOSTIC MEETING*

- Coordinate and attend the required field diagnostic meeting with the Federal Railroad Administration (FRA) and other stakeholders. Prepare and distribute meeting minutes.
- This will result in an evaluation of the feasibility of a quiet zone and required safety improvements at each crossing.

##### *Activity 3 – QUIET ZONE CALCULATIONS AND ANALYSIS*

- Determine the applicability of each safety measure and evaluate any possible alternatives. Analyze the crossings in terms of Quiet Zone improvements (measurements of risk, quiet zone safety measures, evaluation of grade crossing improvements, etc.) Provide a measurement of QZRI figures for each crossing, based on implementation of the various supplemental safety measures (SSM).
- Complete required safety analysis and make final recommendations regarding the necessary supplemental safety measures (SSM) or alternative safety measures (ASM) and estimated project budget for required improvements.
- Produce and submit a feasibility report.

#### **PHASE II – QUIET ZONE ESTABLISHMENT**

*(To be pursued at the discretion of the Town of Windsor)*

##### *Activity 4 – NOTICE OF INTENT*

- Submit required Notice of Intent (NOI) to create a new 24-hour Quiet Zone in accordance with FRA guidelines.

- If alternate safety measures are proposed, submit the necessary approval requests to the FRA to obtain approval.
- Based on 60-day NOI comment period, review required improvements at each crossing that would qualify the corridor as a quiet zone.
- When the appropriate improvements have been identified, a separate proposal for any necessary engineering, design, survey, coordination or permitting with the railroad will be sought by the town in accordance with its procurement requirements and procedures. *(Award of the contract for this proposal does not guarantee award of design and construction services for the appropriate improvements.)*

*Activity 5 – NOTICE OF ESTABLISHMENT*

- Upon installation of the required safety improvements required at each crossing, prepare and submit the Notice of Establishment (NOE) for the Quiet Zone to the required entities.

**MEETINGS**

- Attend public meetings, if required.
- Attend meeting(s) with staff if required.

**4. TERM OF CONTRACT**

The Town is seeking to have the Scope of Services of the Quiet Zone Feasibility Study completed within 120 days from when a firm is selected.

**5. CONTRACT MANAGEMENT**

The selected firm will assign one qualified individual, who will be the firm's contact person responsible for directing and coordinating the activities of the firm's personnel and subcontractors in all aspects of the project.

**6. EVALUATION AND AWARD**

The consultant will be selected on the basis of the following criteria:

- The background, education, qualifications, and relevant experience of key personnel to be assigned to this contract
- Relevant experience of the firm
- Competitiveness of lump sum proposal
  - Breakdown by Activity (hours and cost)

The Town of Windsor may elect to meet with any, all, or none of the consultants prior to selection to clarify their proposal.

The Town of Windsor reserves the right to reject any or all of the proposals submitted. The Town of Windsor reserves the right to award the work to other than the firm with the lowest cost, if it is in the best interest of the Town.

## 7. **PROPOSALS**

The Town of Windsor will not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a Selection Committee.

**Respondents shall submit as their proposal the following:**

### **Organization and Content:**

- A letter of transmittal addressed to Adam D. Kessler, Assistant Town Engineer, which includes a statement by the respondent accepting all terms and conditions and requirements contained in this RFQ and draft agreement.
- Provide an organization chart indicating the names of all key persons and subcontractors.
- Provide a resume of the personnel to be assigned to the work, and a statement regarding the availability of key personnel.
- Provide a listing of all proposed subcontractors to be used on this work and the type of services the proposed subcontractor is to perform.
- Provide list of current and past projects (if any) involving Quiet Zone Assessments by year of completion.
- Provide an hourly rate schedule.
- A cost proposal addressing the elements of the work to be performed shall be submitted and should include a “not to exceed” price for Phase I and Phase II. This proposal shall be in sufficient detail to include the task and number of hours required and a total price for work to be performed in accordance with this RFP, inclusive of all personnel and nonpersonnel expenses. The Consultant shall indicate any and all costs that are considered necessary for the completion of the project. The Town shall use this figure as a basis for a negotiated agreement resulting from this RFP.

### **Qualifications**

A summary of qualifications addressing the elements of the work to be performed shall be submitted. The consultant shall indicate any and all costs, including subcontractors that are considered necessary for the completion of the project.

**Proposals must be signed by an Officer of the Consulting Firm.** Unsigned proposals cannot and will not be considered.

## 8. **COMPLIANCE WITH THE TOWN OF WINDSOR CODE OF ETHICS**

No former town employee in administrative pay grade 10 or above and no former board of education employee in a cabinet level position or above shall work for a private firm who has a contract with the town any time within six months after terminating service with the town. If this occurs, the vendor could be subject to penalties up to and including

contract termination. (Chapter 2, Article IV, Section 11. Sec. 2-30.) Windsor is an affirmative action/equal employment opportunity employer.

## **9. INSURANCE AND INDEMNIFICATION**

### **A. Insurance**

The selected Consultant shall be required to furnish a Certificate of Insurance naming the Town as an Additional Insured and provide a copy of the endorsement naming the Town as an Additional Insured within five (5) days of receipt of Notice of Selection. Failure to maintain insurance coverage as required and to name the Town of Windsor as the Additional Insured will be grounds for termination of the contract.

#### **i. Commercial General Liability Insurance**

The Consultant shall provide Commercial General Liability (CGL) insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

#### **ii. Commercial Automobile Liability Insurance**

The Consultant shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

#### **iii. Worker's Compensation Insurance**

The Consultant shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$100,000 each employee

#### **iv. Umbrella Liability Insurance**

The Consultant shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

#### **v. Professional Liability Insurance**

The Consultant shall provide Professional Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate.

Each Policy of Insurance, with the exception of Professional Liability and Worker's Compensation policies shall include a waiver of subrogation in favor of the Town of Windsor and shall provide no less than thirty (30) days' notice to the Town in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the Town of Windsor as an additional insured.

Certificates of Insurance, acceptable to the Town of Windsor shall be delivered to the Town prior to the commencement of the work and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the Consultant shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

#### **B. Indemnification**

The Consultant shall indemnify and hold harmless the Town of Windsor and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from the performance of the work.

#### **C. Additional Terms and Conditions**

The Consultant shall provide services as set forth in the proposal and in accordance with the terms identified herein.

- i. Invoices. The Town of Windsor will pay the Consultant for services performed in accordance with the signed Agreement. Invoices will be submitted periodically or upon completion of services rendered. The Town reserves the right to request substantiating information on any bill submitted. The Town will, within 30 days of an approved invoice, pay the amount to the Consultant.
- ii. Court Litigation and Waiver of Jury Trial. Notwithstanding the existence of any provision for arbitration of disputes in the contract or any legislation providing for arbitration, any dispute arising under this contract shall not be submitted to arbitration and the parties shall be left to the remedies at law. It is further expressly agreed that both parties waive and relinquish their right to a trial by jury of any dispute arising out of this contract. The intent of the parties is not to have a jury decide any aspect of any dispute which may arise under this contract.
- iii. Mediation. All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Windsor Town Hall within ten (10)

days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to court.

**10. ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION**

The consultant agrees to abide Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063.

In carrying out this Agreement, the consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship.

The consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, setting forth the provisions of the non-discrimination clause. The consultant shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. The consultant shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement.