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PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

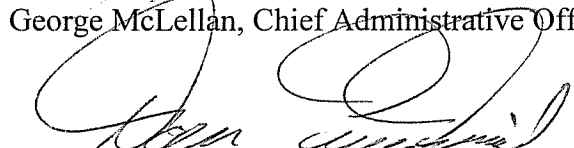
Halifax Regional Council
June 29, 2004

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:



George McLellan, Chief Administrative Officer



Dan English, Deputy Chief Administrative Officer

DATE: June 14, 2004

SUBJECT: Award of Unit Price Tender No. 04-225, Intersection Improvements:
Akerley Boulevard @ Mosher Drive - East Region

ORIGIN

Approved 2004/05 Capital Budget.

RECOMMENDATIONS

It is recommended that Regional Council:

1. award Tender No. 04-225, Intersection Improvements - Akerley Boulevard @ Mosher Drive to Ocean Contractors Limited for materials and services listed at the unit prices quoted for a Tender Price of \$285,540, plus net HST for a total of \$295,332 from Account No. CTU00561, Traffic Signal Installation 2004/05 with funding authorized as per the Budget Implications section of this report.
2. authorize the Mayor and Municipal Clerk to sign the attached Standard Unfunded Crossing Warning System Modification Agreement with the Canadian National Railway Company.
3. authorize \$51,400, plus net HST for a total of \$53,163 to Canadian National Railway (CNR) for the supply and installation of signal wiring and modifications to CNR's signal controller from Account No. CTU00561, Traffic Signal Installation 2004/05 with funding authorized as per the Budget Implications section of this report.

BACKGROUND

The 2004/05 Approved Capital Budget includes funds for the installation of traffic signals at various locations throughout the Halifax Regional Municipality.

DISCUSSION

Tenders were called on May 15, 2004 and closed on May 28, 2004. The following bids, exclusive of taxes, were received:

	<u>Bid Price</u>
1. Ocean Contractors Limited	\$285,540.00
2. Lafarge Canada Inc.	\$310,200.00
3. Dexter Construction Company Limited	\$322,101.00

The scope of work for this tender includes the installation of traffic signals, road widening, installation of concrete curb and gutter and pavement markings.

Due to extended delivery time on the traffic signal equipment, it is anticipated that construction will commence twelve weeks after award of tender.

This is a **UNIT PRICE** contract and the cost will be dependent upon the actual quantities measured and approved by the HRM Project Manager.

There are no Local Improvement Charges associated with this work.

BUDGET IMPLICATIONS

Based on the lowest tendered price of \$285,540, plus net HST for a total of \$295,332, funding is available from Account No. CTU00561, Traffic Signal Installation 2004/05. The budget availability has been approved by Financial Services.

Budget Summary: Account No. CTU00561, Traffic Signal Installation 2004/05

Cumulative Unspent Budget	\$596,181
Less: CNR signal wiring & controller modifications	\$ 53,163
Less: Tender 04-225	<u>\$295,332</u>
	\$247,686

This project was estimated at \$300,000. The remaining funds from this account are required to implement other traffic installation projects approved by Council.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES


There are no recommended alternatives.

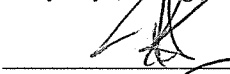
ATTACHMENT

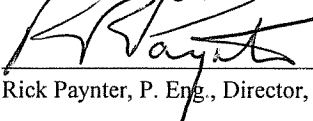
Standard Unfunded Crossing Warning System Modification Agreement between Canadian National Railway Company and Halifax Regional Municipality.

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Dean Knowles, CET, Engineering Assistant, Design & Construction Services at 490-6825

Report Approved by: 
Gerry Boyd, P. Eng., Manager, Design & Construction Services at 490-4845

Report Approved by: 
Peter Ross, Manager, Procurement at 490-6499

Report Approved by: 
Rick Paynter, P. Eng., Director, Public Works and Transportation Services at 490-4855

DHK/

STANDARD UNFUNDED CROSSING WARNING SYSTEM MODIFICATION AGREEMENT

THIS AGREEMENT effective as of the _____ day of _____, TWO THOUSAND _____.

BETWEEN:

CANADIAN NATIONAL RAILWAY COMPANY
(hereinafter called the "Railway")

- and -

HALIFAX REGIONAL MUNICIPALITY
P.O. Box 1749
Halifax, N.S., B3J 3A5

(hereinafter called the "Road Authority")

WHEREAS Order No. R-2689 of the Canadian Transport Commission, dated 5 July 1968, authorized the City of Dartmouth, to construct a road to Burnside Industrial Park and authorized the Canadian National Railway to install a grade crossing warning system consisting of two flashing light signals and bell, at the grade crossing of a road to Burnside Industrial Park, at mileage 8.70, on the Dartmouth Subdivision, in the city of Dartmouth, in the province of Nova Scotia.

AND WHEREAS on the 15th day of March, 1999, the parties entered into an agreement relating to the modification to the existing grade crossing warning system, that modification consisting of the addition of constant warning device control equipment and gates, at the grade crossing of Akerley Blvd, at mileage 8.70 on the Dartmouth Subdivision, in the Halifax Regional Municipality, in the province of Nova Scotia.

AND WHEREAS the parties have agreed on the requirement for a modification to the existing crossing warning system, that modification consisting of the addition of advanced pre-emption for new traffic lights at intersection of Akerley Boulevard and Mosher Drive (hereinafter the "crossing warning system"), at the grade crossing of Akerley Boulevard, at mileage 8.70, on the Dartmouth Subdivision, in the Halifax Regional Municipality, in the province of Nova Scotia.

AND WHEREAS pursuant to section 12(1) of the *Railway Safety Act, R.S.C. 1985, c.32, 4th supplement*, the proposed railway work is not eligible for funding.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this agreement, the parties agree as follows:

1. The Railway will carry out the proposed railway work.

Initials: CN _____

RA _____

2. The total actual cost of the crossing warning system modification, based on detailed estimate no. DT-8.70-SK-01-R, dated 29 April 2004, and attached hereto, shall be paid by the Road Authority.
3. The cost of maintaining the crossing warning system shall be paid by the Road Authority.
4. The Railway shall prepare all accounts on a monthly basis for work performed by the Railway using rates as stipulated in the latest "Guide to Railway Charges for Crossing Maintenance and Construction" as issued by the Canadian Transportation Agency. In the event that the Canadian Transportation Agency should discontinue publishing same, the accounts shall be prepared in accordance with standard rates adopted by the railway industry in Canada, or in their absence, in accordance with standard rates adopted by the Railway. If there should be no standard rates in effect for work done by the Railway, the accounts shall be based on actual costs plus allowances for the Railway's overhead.
5. If at any time during the continuance of this agreement the parties agree on the requirement for modification to the crossing warning system, the terms associated with the modifications will be agreed to by the parties by means of a written agreement between them.
6. This agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and all applicable federal laws and regulations.
7. This agreement is not assignable without the prior written consent of both parties which consent will not be unreasonably withheld. Notwithstanding the above, in the event of the transfer of its line for continued operations, the Railway will have the right to assign this agreement to any subsequent owner.
8. This agreement shall become effective on the date appearing on page 1 of this agreement and shall continue until either the Railway discontinues its operations, or the Road Authority closes the Highway, at this location, or upon the written consent of both parties.
9. Upon termination of the agreement the Railway shall be responsible for dismantling the crossing warning system at the Road Authority's cost.
10. Any dispute relating to the wording and interpretation of the clauses in this agreement will be resolved in accordance with the arbitration act of the province in which the crossing is located.
11. Upon execution, the Railway may file this agreement with the Canadian Transportation Agency.
12. Subject to clause 11, this Agreement is confidential and the Agreement or any of its terms and conditions shall not be disclosed to any third party, person or association except and to the extent as may be required by law or upon the prior written consent of all parties hereto.
13. The preamble to this agreement forms an integral part of the agreement.

Initials: CN _____
RA _____

IN WITNESS WHEREOF, the parties have caused the agreement to be executed by their respective representatives hereunto duly authorized, as of the date first above written.

CANADIAN NATIONAL RAILWAY COMPANY

Authorised signing officer,

Title,

Witness,

Title,

Date

HALIFAX REGIONAL MUNICIPALITY

Authorised signing officer,

Title,

Witness,

Title,

Date

Initials: CN _____

RA _____

DETAILED COST ESTIMATE

ESTIMATE No: DT-8.70-SK-01-R
MILE: 008.70
LOCATION: AKERLEY BLVD

DATED: 29-Apr-04
SUBDIVISION: DARTMOUTH
PROVINCE: NOVA SCOTIA

PROJECT DESCRIPTION:

Modify crossing to add Pre-emption time
 Dartmouth Sub M.P. 8.70

MATERIAL

Signals materials (2 dax modules, 1 relay) and various mat		\$7,000
Isolated jounts (6 + 2 switch isolated point)		\$7,000
TOTAL MATERIAL		\$14,000
Handling charges 58 % on	\$14,000	\$8,120

LABOUR & EQUIPMENT

Labour, S & C		\$3,000
Labour, S&C testing all modifications		\$0
Labour, M/W		\$5,000
Engineering design sketch		\$2,000
Vacation Allowance 20.0% on	\$10,000	\$2,000
Supervision and Overheads 83 % on	\$12,000	\$9,960
Living Allowance		\$1,125
Transportation - CN		\$1,000
Equipment Rental & Transportation - Outside		\$500
Est. Hydro charge		\$0
Contract engineering for signals plans issued		\$0
TTM modifications		\$0
Contingencies 10% on	\$46,705	\$4,671

TOTAL ESTIMATED COST		\$51,400
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ANNUAL COST OF MAINTENANCE AND OPERATION WILL BE IN ACCORDANCE
 PARTIES SUBJECT TO G.S.T. WILL HAVE 7% G.S.T. APPLIED TO THEIR COSTS.
 ESTIMATE IS BASED ON WORK DURING FROST-FREE GROUND CONDITIONS.
 ESTIMATE IS SUBJECT TO REVISION AFTER APRIL 5, 2005

for Manager S & C Workloads **Michel Deschamps**
 Engineering Field Operations
 Montreal, Quebec
 29-Apr-04