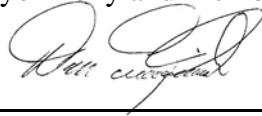


Item No. 11.1.2

**Halifax Regional Council
September 9, 2008**

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:



Dan English, Chief Administrative Officer



Cathie O'Toole, Acting Deputy Chief Administrative Officer - Operations

DATE: August 29, 2008

SUBJECT: **Award - Unit Price Tender No. 08-262, Traffic Signal Installation and Intersection Improvements - West and East Regions**

ORIGIN

The Approved 2008/09 Capital Budget.

RECOMMENDATION

It is recommended that:

1. His Worship the Mayor and the Municipal Clerk be authorized to sign on behalf of Halifax Regional Municipality, Construction Agreement No. 2008 - 018 between HRM and the Nova Scotia Department Transportation Infrastructure Renewal (NSDTIR), to install traffic signals at the intersection of Northwest Arm Drive and Old Sambro Road, as outlined in the Discussion Section of this report.
2. Council award Tender No. 08-262, Traffic Signal Installation and Intersection Improvements - West and East Regions to XL Electric Limited for a Total Tender Price of \$237,358.05 (net HST included) with funding from Capital Account No. CTU00561 - Traffic Signal Installation and Capital Account No. CTU00422 - Traffic Signal Compliance, as outlined in the Budget Implications section of this report.

BACKGROUND

The Approved 2008/09 Capital Budget includes funds for a new set of traffic signals at the intersection of Northwest Arm Drive and Old Sambro and intersection improvements at the intersection of Prince Albert Road and Hawthorne Street.

DISCUSSION

Tenders were called on August 2, 2008 and closed on August 13, 2008. Bids were received from the following companies:

<u>Name of Company</u>	<u>Bid Price (Net HST Included)</u>
XL Electric Limited	\$237,358.05 *
Black and McDonald Limited	\$264,090.43

* recommended bidder

The scope of work for this tender generally consists of installing new traffic signals at the intersection of Northwest Arm Drive and Old Sambro as well as intersection improvements at the Prince Albert Road at Hawthorne Street intersection. The intersection improvements would consist of installing all new LED signal and pedestrian heads as well as a new base mounted controller.

It is anticipated that the Civil work will commence after award and take 3 weeks and the necessary traffic control equipment will be ordered within seven days of award and take 10 weeks for delivery. Once equipment has arrived the contractor will have 1 week to install and finish the intersection.

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 \$237,358.05, including net HST, funding is available in the Approved 2008/09 Capital Budget from Account No. CTU00561 - Traffic Signal Installation and Capital Account No. CTU00422 - Traffic Signal Compliance. The budget availability has been confirmed by Financial Services.

Budget Summary: **Capital Account No. CTU00561 - Traffic Signal Installation**

Cumulative Unspent Budget	\$ 322,373
Plus - NSDTIR Cost Sharing	\$ 65,641
Less: Tender No. 08-262	\$ 196,924*
Balance	\$ 191,090.00

Capital Account No. CTU00422 - Traffic Signal Compliance

Cumulative Unspent Budget	\$ 46,687
Less: Tender No. 08-262	\$ 40,434**
Balance	\$ 6,253

* This project was estimated in the Approved 2008/09 Capital Budget at \$240,000. As a result of cost sharing from the Nova Scotia Department of Transportation and Infrastructure Renewal, the net cost to Capital Account No. CTU00561 is \$131,283.

** This project was estimated in the Approved 2008/09 Capital Budget at \$25,000.

The balance of funds will be used to implement the remaining 2008/09 Traffic Signal Installation and Compliance Projects

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. If approved, this will increase the 2008/09 Capital Budget.

ALTERNATIVES


There are no recommended alternatives to this course of action.


ATTACHMENTS

Construction Agreement No. 2008 - 018 between HRM and the Nova Scotia Department Transportation Infrastructure Renewal (NSDTIR)

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax at 490-4208.

Report Prepared by: Tanya Davis, P.Eng., Design Engineer, Design & Construction Services at 490-6821

Report Approved by: 
Ken Reashor, P.Eng., Manager, Traffic and Right of Way at 490-6637

Financial Approval by: 
Catherine Sanderson, Senior Manager, Financial Services at 490-1562

Report Approved by: 
Mike Labrecque, P.Eng., Director, Transportation and Public Works at 490-4855

TD/rcm

PROVINCE OF NOVA SCOTIA
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE RENEWAL
Construction Agreement 2008-018

THIS AGREEMENT dated as of the 18th day
of August A. D., 2008.

BETWEEN:

HER MAJESTY THE QUEEN, in the right of the Province
of Nova Scotia, represented by the Minister of
Transportation and Infrastructure Renewal for the
Province of Nova Scotia, hereinafter called the
"Province".

OF THE ONE PART

-and-

THE HALIFAX REGIONAL MUNICIPALITY
A body corporate,
hereinafter called the "Regional Municipality".

OF THE OTHER PART

WHEREAS the Parties have agreed that the traffic concerns and the need to create a safer
configuration at the intersection of Northwest Arm Drive and the Old Sambro Road (the
"intersection") are important and necessary;

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AND WHEREAS the Parties have agreed that the Regional Municipality and the Province will carry out certain road improvements upon the terms and specifications hereinafter set forth:

NOW THIS AGREEMENT WITNESSETH that in consideration of the covenants, promises and agreements hereinafter contained to be by them observed, performed and paid the parties mutually agreed as follows:

1. The Province and the Regional Municipality undertake to install traffic signals at the intersection.
2. The Province and the Regional Municipality agree that the Regional Municipality will design, tender and supervise installation of the traffic signals at the intersection.
3. The Province and the Regional Municipality agree that the cost of the work will be shared between the two parties, with the Province paying one third and the Regional Municipality paying two thirds of the cost.
4. The estimated cost of the work is \$216,000. The Province's share will be \$72,000 and the Regional Municipality's share will be \$144,000.
5. The Province and the Regional Municipality agree that the Regional Municipality will submit all design documents of the works for the Province's approval, not to be unreasonably withheld.
6. The Regional Municipality agrees that the work will be completed by March 31, 2009.

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7. The Province and the Regional Municipality agree that the Minister shall be notified in writing as soon as possible with the list of construction bidders and their respective bids
8. The Province and the Regional Municipality agree that prior to the award of any contract for cost-shared work, covered under this agreement, the successful contractor must be advised that the environmental regulations and guidelines pertaining to Pits and Quarries, Asphalt Plants and Construction Practice contained in Division One of the Department of Transportation and Infrastructure Renewal Standard Specification Book must be followed.
9. The Province and the Regional Municipality agree that all construction tenders must be called stating that the latest revision of the Department of Transportation and Infrastructure Renewal Standard Specification Book must be followed.
10. The Province and the Regional Municipality agree that all construction tenders must be called stating that the latest revision of the Department of Transportation and Infrastructure Renewal Traffic Control Manual must be followed.
11. The Province and the Regional Municipality agree that the Province may have a supervisor and/or inspector on site for all phases of construction.
12. The Province and the Regional Municipality agree that every possible effort will be made to keep the costs as stated in clause 4, but any overruns resulting from unforeseen circumstances or events will be cost-shared as stated in clause 3. The Province and the Regional Municipality also agree that any overruns caused by poor management will be borne one hundred percent (100%) by the Regional Municipality.

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13. The Province and the Regional Municipality agree that the Regional Municipality will submit an account to the Province upon completion of the work. The account shall be paid to the managing party within sixty (60) days of submission. This account will be submitted to the Province before March 31, 2009.

14. The Regional Municipality shall be responsible for all costs of land acquisition required for the completion of the project and shall bear the cost of any and all claims for damages or alterations to property or otherwise arising out of or connected with the construction activity.

15. The Regional Municipality will, at the request of the Minister permit any person or persons, designated by him to inspect or audit any books, records, agreements or any other documents relating to the design and construction undertaken by the Regional Municipality under this agreement.

16. The Agreement enures to the benefit of and is binding upon the parties hereto, their and each of their respective successors and assigns.

IN WITNESS WHEREOF this Minister has hereunto subscribed his hand and affixed his seal and the Commission has set affixed its corporate seal authenticated by the signature of the Mayor and Municipal Clerk hereunto duly authorized.

SIGNED, SEALED AND DELIVERED

in the presence of

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Witness

.....
Minister of Transportation & Public Works
Province of Nova Scotia

.....
Witness

.....
Mayor

.....
Witness

.....
Municipal Clerk