



Committee of Whole

Meeting Date: November 23, 2021
Submitted by: Chris Traini, County Engineer
SUBJECT: Traffic Signal Maintenance Agreement, 2022-2024

BACKGROUND:

Middlesex County contracts out the maintenance of the traffic signals as this activity requires specialized equipment and trained personnel, but does not warrant a full time position within the organization. The existing traffic signal maintenance agreement is set to expire at the end of 2021.

ANALYSIS:

Guild Electric Ltd. has been providing this service to the County of Middlesex and the County of Elgin under our current traffic signal maintenance agreement. Guild has been providing excellent service to both Counties over the term of the current agreement.

As per the County's previous traffic signal maintenance agreements, an extension of the contract was negotiated with Guild Electric Ltd. An approximate 4.8% increase to account for the recent high inflation costs was included in the first year of the agreement, with future increases held at approximately 1.5% year over year over the term of the agreement. It is recommended that the agreement be renewed for an additional three year term. Elgin County is also recommending that the agreement be renewed.

FINANCIAL IMPLICATIONS:

It is anticipated that the increases year to year in the agreement are reasonable and within budget expectations for this type of service.

ALIGNMENT WITH STRATEGIC FOCUS:

This report aligns with the following Strategic Focus, Goals, or Objectives:

Strategic Focus	Goals	Objectives
Connecting Through Infrastructure	Ensure communities are built on a sustainable foundation that is connected and thriving	<ul style="list-style-type: none"> • Commit to a sound asset management strategy to maintain and fund critical infrastructure
Promoting Service Excellence	Innovate and transform municipal service delivery	<ul style="list-style-type: none"> • Collaborate with strategic partners to leverage available resources and opportunities

RECOMMENDATION:

That Council approve the agreement with Guild Electric Ltd. for the emergency and routine maintenance on electrical traffic control devices for a term of January 1, 2022 to December 31, 2024 and that the necessary by-law be forwarded to Council for approval.

Attachment

TRAFFIC CONTROL SIGNALS AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____ A.D. 2021.

BETWEEN:

GUILD ELECTRIC LIMITED

(The “**Contractor**”) of the First Part

-AND-

THE CORPORATION OF THE COUNTY OF MIDDLESEX

(The “**Corporation**”) of the Second Part

WITNESSETH THAT:

WHEREAS the **Contractor** and the **Corporation** (hereinafter collectively referred to as “the Parties”) have negotiated and reached a mutual agreement for the provision of emergency and routine maintenance service on electrical traffic control devices to the **Corporation** by the **Contractor**;

NOW THEREFORE the **Contractor**, for and in consideration of payments as specified in this agreement, hereby agrees to provide all the necessary tools, equipment and labour to service all electrical traffic control devices under the jurisdiction of the **Corporation** (hereinafter, “the Services”) as follows:

Recitals

1. The above recitals are true and are hereby incorporated into this Agreement by reference.

Covenants

2. All obligations herein contained, even if not expressed to be covenants, shall be deemed to be covenants.
3. The Contractor shall provide all emergency service required on the Corporation’s traffic control signals to maintain them in operational condition. This service shall be available 24 hours per day for each and every day during the term of this Agreement. The Contractor shall provide such service on an immediate basis and without undue delay after Notification that service is required.
4. The Contractor shall provide emergency service on stop sign flashers to maintain them in operational condition. This service shall be performed the next normal working day after Notification that service is required.
5. The Contractor shall provide a single emergency contact phone number that will be monitored 24 hours a day 7 days a week and calls to that number shall either be answered directly or returned within a 30 minute time period. A call from the **Corporation** to the **Contractor** to identify an issue is “Notification” for the purposes of sections 3 and 4 of this Agreement.

Emergency Contact Number: **1-519-808-0538 (Gary Adriaensen)**

6. The Contractor shall provide service to repair or replace non-working luminaires during normal working hours within three working days after Notification that service is required.
7. The **Contractor** shall provide routine maintenance on both traffic control signals and stop sign flashers. This service is to be provided once yearly during the **month of April and May**. This routine maintenance shall include the following:

(a) Traffic Control Signal Service:

Includes inspection and servicing as follows:

- concrete footing condition
- anchor bolt tightness
- pole alignment and condition
- luminaire bracket and arm condition
- signal head alignment
- signal head fixture condition
- signal head hanger condition
- signal head arm and bracket condition
- socket and wire condition
- pedestrian head fixture condition
- check electrical grounding
- changing traffic signal lamps - 150 watt red, 100 watt amber and green lamps and 100 watt pedestrian head lamps
- inspect LED fixtures
- lens condition
- cleaning reflectors and coloured lens
- checking electrical service condition including all wiring and conduits.

(b) Stop Sign Flasher Service:

Includes inspection and servicing as follows:

- post standard alignment
- fixture condition
- relamping - with 100-watt Traffic Signal Lamps
- inspect LED fixtures
- glass condition
- cleaning reflector and glass
- electrical service condition
- electrical grounding
- wiring condition

8. The **Contractor** shall make/provide a brief written report to the Corporation after each routine service indicating the general condition of each set of signals or flashers. This report shall include proposals for any major repairs or replacement which may be required.
9. The **Contractor** shall be responsible for supplying and providing all normal electrical components such as wires, connectors, etc. The **Corporation** will arrange to provide the **Contractor** with specialized parts, components, and lamps. The **Corporation** will determine which parts are normal electrical components and which parts and components are specialized in its sole and absolute discretion.
10. The **Contractor** hereby agrees and warrants that:

- (a) it shall provide skilled and competent workmen capable of servicing electrical traffic

control devices;

(b) all of its employees and/or agents, at all times when performing the Services, shall comply with all Canadian and Ontario laws;

(c) it shall, without limiting the foregoing, maintain workers compensation insurance for all of its employees; and

(d) it shall maintain a service log in accordance with regulations under the Electrical Safety Authority.

11. In consideration of the **Contractor** providing services as specified herein above, the **Corporation** agrees to pay the **Contractor** in accordance with the following schedule:

(a) Monthly Standby

- Answering Service	2022	- \$78.00/month
	2023	- \$78.00/month
	2024	- \$78.00/month

(b) Routine Service Call

- changing lamps, re-aligning heads, correcting minor malfunctions, etc., where repairs are completed within three hours (including a maximum of 1 (one) hour of travel time).

- during normal working hours (0700 to 1800 Monday to Friday)

2022 - \$627.44/ service call
2023 - \$636.85/ service call
2024 - \$646.41/ service call

- during premium working hours (outside above hours and Saturday, Sunday and Holidays)

2022 - \$1228.28/ service call
2023 - \$1247.77/ service call
2024 - \$1266.49/ service call

(c) Non Routine Service Call

Additional charge per hour over and above routine service call charge for two men and truck on service calls that cannot be completed within general three hour limit

- normal working hours - 1 man & 1 truck	2022 - \$110.44/ hour
	2023 - \$112.09/ hour
	2024 - \$113.77/ hour
- normal working hours - 2 men & 1 truck	2022 - \$212.34/ hour
	2023 - \$215.53/ hour
	2024 - \$218.76/ hour
- premium working hours - 1 man & 1 truck	2022 - \$209.15/ hour
	2023 - \$212.29/ hour
	2024 - \$215.46/ hour
- premium working hours - 2 men & 1 truck	2022 - \$409.77/ hour
	2023 - \$415.92/ hour

(d) Routine Maintenance and Inspection

Routine maintenance and inspection at the locations described on the attached Schedule "A" and Schedule "B" plus any additional locations installed during the term of the agreement - \$112.09/ hour

(e) Conflict Monitor Inspection, Testing and Maintenance

Inspection, testing and maintenance of conflict monitors at each installation twice per calendar year, performed in spring (April/May) and fall (September/October) - \$84.07/conflict monitor *pay duty officer extra

(f) Material

Material supplied by the **Contractor** shall be paid at manufacturer's list price in effect at the time of installation, plus five percent (5%) mark-up.

12. The term of this agreement shall be from 12.01 a.m. January 1, 2022, to 12:00 midnight December 31, 2024.
13. The **Corporation** and the **Contractor** may agree to extend this Agreement on a year to year basis following December 31, 2022, either with or without an adjustment to the payment for service amounts set out in section 11 of this Agreement. In the event this Agreement is extended on a year to year basis following December 31, 2024, the Parties agree that they shall cause this Agreement to be amended accordingly.
14. The **Contractor** agrees that the **Corporation** may add to or reduce the number of service locations subject only to agreement on the service charge for annual maintenance and inspection at new locations. In the event there is a change to the service locations, the Parties agree that they shall cause the Schedules of this Agreement to be amended to reflect the change.

Force Majeure

15. Neither party shall be liable for any non-performance hereunder due to acts beyond its control, including fires, explosions, accidents, labour disturbances, floods, droughts, earthquake, embargoes, wars, civil commotion, acts of God, action of any governmental authority, delays, or any causes beyond the control of the party hereto affected thereby whether or not of the kind hereinbefore specified; provided, however, that the party so affected will use its best efforts to remedy any such non-performance, except that nothing herein contained shall require any such party to make settlement of any labour dispute on terms unacceptable to it.

Liability

16. The Contractor does hereby release, indemnify and save harmless the County, its employees, officers, councillors or agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the County, its employees, officers, councillors or agents may suffer as a result of the negligent acts, errors or omissions of the

Contractor, its employees, officers or agents in the performance of this Agreement.

17. The Contractor does hereby release, indemnify and save harmless the County, its employees, officers, councillors or agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the County, its employees, officers, councillors or agents may suffer as a result of injuries sustained by employees and/or agents of the Contractor in the performance of providing the Services to the Corporation.

Suspension/Termination

18. The County may at any time by notice in writing to the Contractor, suspend or terminate the services or any portion thereof without liability or penalty. Upon receipt of such written notice from the County, the Contractor shall perform no further services for the County other than that which is reasonably necessary to close out its services. In such an event, the Contractor shall be entitled to payment from the County in accordance with Section 11 of this Agreement for any of the Contractor's work completed up to the date of suspension or termination.

Notices

19. Any Communication between the Parties must be in writing and either:
 - (a) delivered personally or by courier;
 - (b) sent by prepaid registered mail; or
 - (c) transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any Communication must be sent to the intended recipient at its address as follows:
to the County at:

The Corporation of the County of Middlesex
399 Ridout Street N.
London, Ontario N6A 2P1
Attention: County Engineer
Tel. No.: (519) 434-7321 ext 2264
Facsimile No.: (519) 434-0638

to the Contractor at:

GUILD ELECTRIC LIMITED
470 MIDWEST ROAD
TORONTO, ON M1P 4Y5
Attention: Mr. Ken Nepaul, VP-Traffic & Highways Division
(P): 416-288-8222 x 307
(F): 416-288-0769

or at any other address as any party may at any time advise the other by Communication given or made in accordance with this section. Any Communication delivered to the party to whom it is addressed will be deemed to have been given or made and received on the

day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 4pm (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

Assignment and Enurement

20. Neither this Agreement nor any right or obligation under this Agreement may be assigned by any Party without the prior written consent of the other Party. This Agreement ensures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns.

Amendment and Waiver

21. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

Severability

22. Each section of this Agreement is distinct and severable. If any section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect:
- (a) the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part; or
 - (b) the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.

Counterparts

23. This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

Governing Law

24. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

Entire Agreement

25. This Agreement constitutes the entire agreement between the Parties pertaining to the provision of the Services by the Contractor to the Corporation and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

[ONE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties hereto have respectfully executed, affixed their respective Corporate Seals (attested by the hands of their officers duly authorized in that behalf) and delivered this Agreement as of the date set out above.

GUILD ELECTRIC LIMITED

Name, President

Name, Secretary-Treasurer

We have authority to bind the Corporation.

THE CORPORATION OF THE COUNTY
OF MIDDLESEX

Warden Cathy Burghardt-Jesson

Marcia Ivanic, County Clerk

We have authority to bind the Corporation.

SCHEDULE "A"
Middlesex County

EFFECTIVE January 1, 2022

Traffic Signal Location

County Roads #2 (Dundas St.) and #32 (Shaw Rd.) - DORCHESTER
County Roads #2 (Dundas St.) and #73 (Elgin Rd.)
County Roads #9 (Metcalf St. W.) and #39 (Albert St.) – STRATHROY
County Road #10 (Carroll St. E.) and Ellor St. - STRATHROY
County Roads #14 (Glendon Dr.) and #16 (Komoka Rd.) - KOMOKA
County Roads #14 (Glendon Dr.) and #38 (Vanneck Rd.) - KILWORTH
County Roads #14 (Glendon Dr.) and #81 (Adelaide Rd.) - MT. BRYDGES
County Roads #16 (Ilderton Rd.) and #20 (Hyde Park Rd.)
County Roads #17 (Nairn Rd.) and #19 (Petty St.)
County Roads #17 (Nairn Rd.) and #22 (Egremont Dr.) – LOBO
County Roads #17 (Nairn Rd.) and #38 (Vanneck Rd.)
County Roads #22 (Egremont Dr.) and #38 (Vanneck Rd.) - MELROSE
County Roads #22 (Egremont Dr.) and #81 (Centre Rd.)
County Roads #22 (Egremont Dr.) and #16 (Ilderton Rd.) – FALL 2019
County Roads #23 (Highbury Ave.) and #28 (Medway Rd.) – BALLYMOTE
County Roads #27 (Nissouri Rd.) and #28 (Thorndale Rd.) – THORNDALE
County Roads #28 (Medway Rd.) and #42 (Clarke Rd.)
County Roads #29 (Hamilton Rd.) and #32 (Bridge St.) - DORCHESTER
County Roads #29 (Hamilton Rd.) and #32 (Dorchester Rd.) - DORCHESTER
County Roads #29 (Hamilton Rd.) and #73 (Elgin Rd.) - DORCHESTER
County Roads #29 (Hamilton Rd.) and #74 (Westchester Bourne) – DORCHESTER
County Roads #32 (Shaw Rd.) and #25 (Gore Road) – FALL 2018
County Roads #39 (Albert St.) and #44 (Victoria St.) - STRATHROY
County Roads #39 (Hickory Dr.) and #33 (Second St.) - STRATHROY
County Roads #39 (Metcalf St.) and Hwy. 81 (Caradoc St.) - STRATHROY
County Roads #41 (Adelaide St.) and #28 (Medway Rd.)
County Roads #44 (Victoria St.) and #81 (Caradoc St.)
County Roads #81 (Centre Rd.) and #33 (Second St.) - STRATHROY
County Roads #81 (Adelaide Rd.) and #10 (Carroll St.) - STRATHROY
County Road #81 (Centre Rd.) and Pannell Lane - STRATHROY
County Road #81 (Centre Rd.) and Canadian Tire – STRATHROY
County Road #81 (Caradoc St. N.) and Front Street - STRATHROY

Roadway Illumination Locations

County Roads #2 (Dundas St.) and #27 (Nissouri Rd.)
County Roads #2 (Longwoods Rd.) and #81 (Adelaide Rd.) - DELAWARE
County Roads #2 (Longwoods Rd.) at the DELAWARE BRIDGE
County Roads #7 (Elginfield Rd.) And #17 (Nairn Rd.)
County Roads #14 (Glendon Dr.) and Kilworth Park Drive - KILWORTH
County Roads #22 (Egremont Dr.) and #39(Hickory Dr.) - HICKORY CORNERS

SCHEDULE "B"

Elgin County Electrical Infrastructure Inventory

EFFECTIVE January 1, 2022

Traffic Signal Location

1. County Road #3 (Talbot Line) at County Road #14 (Iona Road)
2. County Road #4 (Sunset Road) at County Road #45 (John Wise Line)
3. County Road #4 (Sunset Road) at County Road #57 (Southdale Line)
4. County Road #4 (Colbourne Street) at Bridge Street (in Port Stanley)
5. County Road #19 (Plank Road) at County Road #45 (Calton Line)
6. County Road #25 (Wellington Road) at County Road #52 (Ron McNeil Line)
7. County Road #30 (Highbury Avenue) at County Road #48 (Ferguson Line)
8. County Road #30 (Highbury Avenue) at County Road #52 (Ron McNeil Line)
9. County Road #73 (John Street) at County Road #53 (Beech Street – Aylmer)
10. County Road #73 (John Street) at Progress Drive (in Aylmer)

Intersection Control Beacons and Stop Sign Flashers

1. County Road #2 (Pioneer Line) at County Road #76 (Graham Road)
2. County Road #3 (Talbot Line) at County Road #8 (Currie Road)
3. County Road #3 (Talbot Line) at County Road #20 (Union Road)
4. County Road #16 (Fingal Line) at County Road #20 (Union Road)
5. County Road #16 (Fingal Line) at County Road #45 (John Wise)
6. County Road #45 (John Wise) at County Road #22 (Fairview)
7. County Road #26 (St. George Street) at Hydro Road
8. County Road #45 (John Wise Line) at County Road #36 (Quaker Road)
9. County Road #52 (Ron McNeil Line) at County Road #31 (Dalewood Road)
10. County Road #56 (Elm Line) at County Road #28 (Centennial Road)
11. County Road #73 (Imperial Road) at County Road #48 (Lyons Line)
12. County Road #73 (Imperial Road) at County Road #52 (Ron McNeil Line)

Roadway Illumination Locations

1. County Road #45 (Calton Line) at Calton Bridge (west of Dennis Road – 8 total)
2. County Road #45 (Calton Line) at Mitchell Road (9 total)
3. County Road #74 (Belmont Road) at New Sarum Bridge
(north of Edgeware Rd – 4 total)
4. County Road #4 (Sunset Road) between East Road and Glenwood St. (19 total)