



PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 11.1.1

**Halifax Regional Council
June 2, 2009**

TO: Mayor Kelly and Members of Halifax Regional Council

A handwritten signature in cursive script, appearing to read "Dan English".

SUBMITTED BY: _____
Dan English, Chief Administrative Officer

A handwritten signature in cursive script, appearing to read "Wayne Anstey".

Wayne Anstey, Deputy Chief Administrative Officer - Operations

DATE: May 19, 2009

SUBJECT: Cost-Sharing Agreement - Burnside Pedestrian Overpass

ORIGIN

Approved 2005-06 Capital Budget.

RECOMMENDATION

It is recommended that the Mayor and Municipal Clerk execute a cost-sharing agreement with Nova Scotia Transportation and Infrastructure Renewal for the construction of a pedestrian/bicycle overpass across Highway 111 at Burnside Drive.

BACKGROUND

When initially included in the Capital Budget, this overpass was to be located midway between Burnside Drive and Victoria Road overpasses to deal with pedestrians crossing the highway at-grade. At the March 6, 2008 meeting of Harbour East Community Council, direction was given to design the overpass for a location adjacent to the Burnside Drive overpass.

DISCUSSION

Nova Scotia Transportation and Infrastructure Renewal has agreed to fund one-half of the construction cost of the overpass. The tender documents will be issued shortly and construction is expected to be completed in the Fall of 2009. HRM's funding for this project was first identified in the 2005-06 budget, and assumed no provincial cost sharing. The cost of the bridge, including engineering design and construction, is estimated to be \$500,000 plus HST. The addition of provincial funding has allowed the scope of the project to increase to cover the addition of sidewalks and crosswalks at the intersections at both sides of the bridge, as well as covering significant increases in the construction cost during the intervening years.

BUDGET IMPLICATIONS

There are no immediate budget implications to execution of the cost-sharing agreement. Budget implications will be addressed once the construction tender is awarded.

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

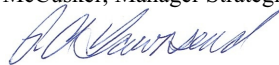
There are no recommended alternatives.

ATTACHMENTS

Attachment A - Cost Sharing Agreement

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 490-4208.

Report Prepared by: David McCusker, Manager Strategic Transportation, 490-6696



Report Approved by: Phillip Townsend, Acting Director Infrastructure & Asset Management, 490-7166

HALIFAX REGIONAL MUNICIPALITY
AGREEMENT NO. 08-142

APPROVED
AS TO FORM

Municipal Solicitor

THIS AGREEMENT dated as of the 15th day
of May A. D., 2009.

BETWEEN:

THE HALIFAX REGIONAL MUNICIPALITY

A body corporate,
hereinafter called the "**Municipality**".

OF THE ONE PART

-and-

HER MAJESTY THE QUEEN, in the right of the Province
of Nova Scotia, represented in this behalf by the Minister of
Transportation and Public Works for the Province of Nova
Scotia, hereinafter called the "**Province**".

OF THE OTHER PART

WHEREAS the Municipality and the Province are responsible
for administration and control of highways, roads, and streets within the Municipality.

AND WHEREAS the Municipality and the Province wish to
construct a bridge structure for pedestrians and bicycles to cross Highway 111 at Burnside Drive.

NOW THEREFORE THIS AGREEMENT WITNESSES that
for and in consideration of the covenants hereinafter expressed to be paid and performed, the
parties hereto have agreed as follows:

1. The Municipality undertakes to design and construct a pedestrian/bicycle bridge to cross Highway 111 immediately north of the Burnside Drive overpass.
2. The engineering design work is to be undertaken by CBCL Limited and that the final design is to be approved by both parties prior to issuing a tender for construction.
3. The Municipality undertakes to issue a construction tender under its standard rules of procurement and to undertake all testing and inspection associated with construction of the bridge.
4. Any traffic control needed during construction will be approved by the Province.
5. All work will be completed before November 1, 2009.
6. Upon completion of the bridge, ownership will be accepted by the Municipality along with responsibility for maintenance of the structure.
7. The cost of the bridge, including engineering design and construction, is estimated to be \$500,000 plus HST. This cost is to be split equally by both parties. Although every effort will be made by both parties to avoid this estimated cost from being exceeded, it is recognized that additional costs may be incurred and these will also be split equally.

IN WITNESS WHEREOF this Agreement has been executed by the Municipality and the Province the year and day first above written.

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