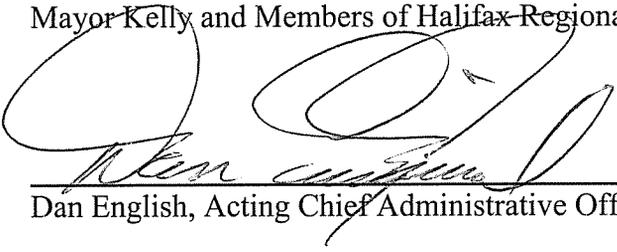

Halifax Regional Council
September 24, 2002

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:



Dan English, Acting Chief Administrative Officer

DATE: September 18, 2002

SUBJECT: **Cost Sharing Agreement with the Provincial Department of
Transportation and Public Works and the Halifax Regional
Municipality - Lacewood Drive and Highway #102 Interchange
Upgrading**

ORIGIN

Halifax Regional Council Meeting of August, 20 2002, item 2 - In Camera.

RECOMMENDATION

It is recommended that Halifax Regional Council authorize the Mayor and the Municipal Clerk to execute the attached Agreement between the Halifax Regional Municipality and the Province of Nova Scotia relative to the proposed upgrading works to Lacewood Drive and Highway #102 Interchange.

BACKGROUND

Discussions have been ongoing between the Halifax Regional Municipality and the Provincial Department of Transportation & Public Works regarding the need to proceed for the upgrading works to Lacewood Drive and Highway #102 Interchange. A key component of that upgrading work was to be the construction of a pedestrian sidewalk on the south side of Lacewood Drive from the Home Depot Centre through to the existing sidewalk on Chain Lake Drive.

DISCUSSION

In correspondence received from Mr. Howard Windsor, Deputy Minister of Transportation and Public Works and dated July 26, 2002, copy attached, it was announced by the Province that funding would be made available to the Halifax Regional Municipality to cost share in the upgrading works as outlined above. Followed by that correspondence was the recent receipt of the attached standard cost sharing agreement between the Province of Nova Scotia and the Halifax Regional Municipality relative to the various components of the work with cost sharing to be shared 50/50, excepting those costs associated with the pedestrian sidewalk for which the Province does not participate in. The overall scope of the works encompasses upgrades to the Highway #102 ramps and ramp terminals, the upgrading works themselves to Lacewood Drive, the installation of a new sidewalk and the associated changes to the traffic signals and the SCOOT control system. The overall cost of the project has been estimated at \$1 million dollars± with the Municipality's share of the funding to be provided from the Business/Industrial Parks Expansion Reserve Fund and the Capital New Sidewalk Budget. Funds are presently in place to cover the cost of the Municipality's share of this project.

Design work on this project is proceeding well and staff anticipate the first phase of this project, the new sidewalk, to be tendered by no later than Saturday, September 21, 2002. The remaining components of this project should be tendered by approximately mid October 2002.

BUDGET IMPLICATIONS

Funds to cover HRM's portion on this project are available in both Capital Account No. CJR00956, New Sidewalks and Account No. Q121, Business/Industrial Parks Expansion Reserve Fund. Financial Services confirms the availability of such funds to proceed with this project.

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

- Letter from Howard Windsor and dated July 26, 2002.
- Copy of the Agreement between the Nova Scotia Department of Transportation & Public Works and the 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/Approved by: Rick Paynter, P.Eng., A/Director, Public Works & Transportation Services at 490-4855

RP/klz



Transportation
and Public Works
Office of the
Deputy Minister

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PO Box 186
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Canada B3J 2N2

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Our File Number:

July 26, 2002

Mr. Dan English
Deputy Chief Administrative Officer
Halifax Regional Municipality
P O. Box 1749
Halifax, NS
B3J 3A5

Dear Mr. English:

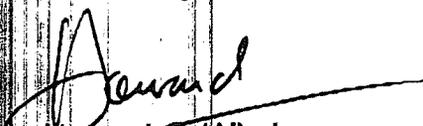
Thank you for your letter of June 21, 2002, regarding the plans to improve a section of Lacewood Drive and the ramps of the Bayers Lake Interchange.

I am pleased to inform you that we are prepared to cost-share, on a 50%-50% basis, for the design and construction of the widening of the Highway 102 ramps and the section of Lacewood Drive currently owned by this Department. As you have indicated in your letter, sidewalks are not to be included in the cost-sharing agreement.

With regards to the timing for this project, it is my preference to proceed with the work this year. Should this be agreeable to the Halifax Regional Municipality, we will prepare an agreement for the design and construction.

In reference to the inquiry about improvements to Burnside Drive at Ronald Smith Drive, we would be willing to discuss this issue. Please contact Peter Merritt, District Director - Central, at 424-5328.

Yours truly,


Howard C. Windsor
Deputy Minister

cc Peter Merritt, District Director - Central
Phil Corkum, Manager, Highway Planning and Design



Halifax Regional Municipality
August 28, 2002

APPROVED
AS TO FORM
[Signature]
Municipal Engineer

**PROVINCE OF NOVA SCOTIA
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**

THIS AGREEMENT dated as of the 28th day
of August A.D., 2002.

BETWEEN:

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 ONE PART

-and-

THE HALIFAX REGIONAL MUNICIPALITY
A BODY CORPORATE,
hereinafter called the "**Regional Municipality**".

OF THE OTHER PART

WHEREAS both the Province and the Regional
Municipality are responsible for administration and control of highways, roads, and streets
(hereinafter called "the highway network") within the Regional Municipality.

AND WHEREAS because of the location of certain
streets owned by both the Province and the Regional Municipality, traffic impacts can be
mitigated when the Province and the Regional Municipality cooperate in the implementation of
highway network improvements.

AND WHEREAS the Province and the Regional
Municipality wish to carry out intersection improvements upon the highway network, in the
vicinity of the Bayers Lake (Lacewood Drive) Interchange, in order to mitigate traffic impacts.

AND WHEREAS the Regional Municipality has
estimated the cost of the intersection improvements to be approximately \$1,000,000.00,
excluding HST.

NOW 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 Regional Municipality agrees to carry out the following work covered under this agreement:
 - a) **Highway 102: ramps and ramp terminals.**
 - b) **Lacewood Drive: new sidewalk construction, intersection improvements, and connection of traffic signals to the SCOOT Control System.**
2. The Province agrees to complete the geometric roadway and signals design.
3. The Regional Municipality agrees to complete all remaining design requirements not covered in Item 2, secure the required right-of-way, and tender the project.
4. The Regional Municipality agrees to administer the contract, supervise the construction work, and maintain the signals following completion of the work.
5. The Regional Municipality agrees to complete construction prior to December 31, 2002.
6. The Regional Municipality has estimated the cost of the project to be approximately \$1,000,000.00. The Regional Municipality and the Province agree to share the cost of the project based on the following breakdown:

PROJECT ITEM	HRM SHARE	PROVINCE SHARE
Right turn lane on southbound exit ramp to Lacewood Drive	50%	50%
Dual lanes on northbound access ramp	50%	50%
Widening/additional through, right, and left turn lanes on Lacewood Drive currently owned by the Province	50%	50%
Widening/additional through, right, and left turn lanes on Lacewood Drive not currently owned by the Province	100%	0%
Concrete sidewalk from west of Costco to the northbound exit ramp	100%	0%
Connect traffic signals to SCOOT control, install vehicle detection, add pedestrian signals	50%	50%
Quality Control/Quality Assurance	10% of HRM's share	10% of Province's share

7. The Province's funding is available for the current fiscal year only. The final invoice for the Province's share shall be forwarded to the Province by February 28, 2003.
8. The Regional Municipality shall provide confirmation from the vendor used in the construction indicating the amount of HST paid for the project.
9. The Province shall be notified in writing by the Regional Municipality of any anticipated cost in excess of the above stated amount plus ten (10%) percent. If the Regional Municipality does not receive a reply from the Province within 10 working days of notification, it will be assumed that the province approves additional expenditure and will pay its share of this additional expenditure as specified elsewhere within this agreement.
10. The Regional Municipality shall acquire at its own expense all land required for the construction of the sidewalk and intersection improvements, and shall bear the cost of any and all land claims for damages or alterations to property or otherwise arising out of or connected with the construction of this project.
11. The Province shall pay to the Regional Municipality, within 60 days of submission of accounts, the actual construction costs for the items specified in Item 1 above, or any additional costs incurred as specified in Item 6 above.
12. The Regional Municipality will, at the request of the Province, permit any person or persons, designated by the Province to inspect or audit any books, records, agreements, or any other document relating to the construction undertaken by the Regional Municipality under this agreement.
13. 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 Agreement has been executed by the Province and Regional Municipality the year and day first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

Minister of Transportation & Public Works
Province of Nova Scotia

Witness

Mayor

Witness

Municipal Clerk

