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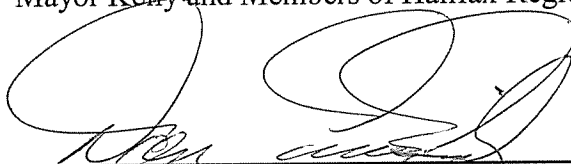


PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Halifax Regional Council
September 9, 2003

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:



Dan English, Acting Chief Administrative Officer

DATE: September 4, 2003

SUBJECT: Cost Sharing Agreement, Lacewood Drive and Highway 102
Interchange Upgrades

ORIGIN

This report originates from staff.

RECOMMENDATIONS

It is recommended that Regional Council:

1. approve an increase in the Gross Budget for Account No. CQ200414, Business Parks - Major Intersection Improvements in the amount of \$300,000 with funding as a withdrawal from Account No. Q121, Business/ Industrial Parks Expansion Reserve.
2. authorize the Mayor and Municipal Clerk to sign the attached re-issued cost sharing agreement with the Nova Scotia Department of Transportation and Public Works (NSDOT&PW).

BACKGROUND

At the Halifax Regional Council meeting of August 20, 2002, Regional Council approved proceeding with the implementation of upgrades for the Lacewood Drive entrance to the Bayers Lake Business Park. The initial cost sharing agreement was approved at Regional Council on September 24, 2002 and phase 1 of the construction was awarded at the Halifax Regional Council meeting of October 8, 2002. At that time HRM was the lead agency for the tendering and contract administration for the works. The NSDOT&PW have now assumed the lead role and as a result a new cost sharing agreement is required to complete the remaining works.

DISCUSSION

On August 27, 2003, HRM received a letter from NSDOT&PW with a revised Construction Agreement, which provides for 50% cost sharing on all costs associated with the improvements to the Lacewood Drive interchange and to the Lacewood Drive section owned by the Province. Halifax Regional Municipality will be responsible for 100% of the cost for the work related to sidewalks, concrete curb and gutter, and paving of the section of Lacewood Drive owned by the Municipality.

BUDGET IMPLICATIONS

The August 20, 2002 report indicates HRM's share of the \$1.2 million total project cost was to be \$700,000 and was approved in Capital Account No.s CJR00956, New Sidewalks and Account No. CQ200414, Business Parks - Major Intersection Improvements. This amount will be exceeded by \$380,000 due to an overall increase in material and construction costs and land acquisition costs and additional resurfacing costs associated with the provision of bike lanes at the request of Traffic and Transportation Services which was not included in the initial project scope. The additional funds are available as follows:

1. \$300,000 from Account No. Q121, Business/Industrial Parks Expansion Reserve Fund. This funding is available from closing Account No. CQ200404, Crane Lake Drive Extension. With the approved sale of the lands at the end of Crane Lake Drive on an "as is" basis, there is no longer a requirement for the extension and installation of a cul-de-sac.
2. \$50,000 from Capital Account No. CTU00420, Bikeway Master Plan Implementation (for costs associated with bike lanes)
3. \$30,000 from Capital Account No. CZR00357, Resurfacing

The budget availability has been approved by Financial Services.

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. There will be no net increase to the reserve withdrawals and this approval will be replacing a previous commitment.

ALTERNATIVES

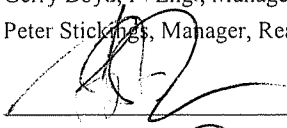
There are no recommended alternatives.

ATTACHMENTS

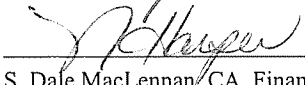
Construction Agreement.

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: Gerry Boyd, P. Eng., Manager, Design and Construction Services at 490-4845
Peter Stickings, Manager, Real Estate at 490-7129

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


for: S. Dale MacLennan, CA, Financial Services, 490-6308

PROVINCE OF NOVA SCOTIA
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

THIS AGREEMENT dated as of the 27th day
of August A. D., 2003.

BETWEEN:

HER MAJESTY THE QUEEN, in the right of the Province
of Nova Scotia, represented 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 the Parties have agreed that the traffic
concerns and the need to create a safer configuration at the Lacewood Drive interchange with
Highway 102 are important and necessary

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 complete the improvements to the Lacewood Drive interchange and to the Lacewood Drive from Chain Lake Drive and Fairfax Drive. The Province and the Regional Municipality agrees to cost-share all costs associated with the improvements to the Lacewood Drive interchange and to the Lacewood Drive section owned by the Province , including all costs related to contract supervision, asphalt inspection services, tender and materials costs, on a 50%-50% basis. This is exclusive of all work that is required exclusively to accommodate the installation or relocation of sidewalks. This later costs are 100% the responsibility of the Regional Municipality . The cost of the work on the section of Lacewood Drive owned by the Regional Municipality will be 100% the responsibility of the Regional Municipality.
2. The Province and the Regional Municipality agree that the Province will tender the work covered by this agreement.
3. The Municipality shall be notified in writing of any anticipated tendered cost in excess of the amount approved by the Municipality in clause 6 below plus 10%. If the Province does not receive a reply in writing from the Municipality within 10 working days, it will be assumed that the Municipality approves this additional expenditure and will pay this additional expenditure.
4. The Province will provide contract administration (engineering) services and supervise construction of the work, but shall be reimbursed as stated above for all costs related to these activities.

5. The Municipality shall pay to the Province within 60 days of submission of accounts, the cost of construction, materials, contract administration (engineering) services, and asphalt inspection incurred in accordance with the provisions of this agreement.

6. The Province and the Regional Municipality agree that the Province's share of this project will be $\frac{1}{2}$ of the estimated \$1,289,100 for the work as described in clause 1. The Regional Municipality agrees to pay 100% of the estimated cost of \$132,100 for work related to sidewalks and to the section of Lacewood Drive owned by the Regional Municipality. The Province also agrees to pay approximately \$43,900 for the work done on this project, in 2002, by the Regional Municipality.

7. The Province will make every possible effort to keep the costs as stated in clause 6, but any overruns resulting from unforeseen circumstances or events will be cost-shared as stated in clause 1

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

9. 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 Regional Municipality 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

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Minister of Transportation & Public Works
Province of Nova Scotia

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Witness

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Mayor

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Witness

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Municipal Clerk

