

HALIFAX

P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 15.1.4
Halifax Regional Council
March 5, 2019

TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY: Original Signed by 
Jacques Dubé, Chief Administrative Officer

DATE: February 1, 2019

SUBJECT: Department of National Defence Contribution Agreement:
Barrington Street Complete Streets Project

ORIGIN

On September 18, 2018, the following motion of Regional Council regarding item 14.1.6 was put and passed:

THAT Halifax Regional Council:

1. *Direct staff to maintain the current temporary configuration of Barrington Street from North Street to Niobe Gate as three travel lanes, a sidewalk and a temporary multi-use pathway over the winter 2018/19 to enable further planning and pilot testing of new configurations for transit and active transportation; and*
2. *Direct staff to include the Barrington Street Greenway Extension as part of the 2019/20 capital planning process.*

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter Section 74 – permits HRM to enter into agreements with the Province or Government of Canada to provide or administer municipal services.

Administrative Order 58, section 16(1) provides that revenue generating agreements for the municipality must be approved by Council when HRM is receiving more than \$500,000.

RECOMMENDATION

It is recommended that Halifax Regional Council:

1. Direct the CAO to proceed with tendering the Barrington Street Complete Streets Project in 2019/20, with funding in accordance with the Financial Implications section of this report.
2. Authorize the Mayor and Municipal Clerk to execute the Contribution Agreement with Her Majesty the Queen In Right of Canada, represented by the Minister of National Defence, as contained in Attachment A, to receive funding up to a maximum of \$882,000 for the Barrington Street Complete Streets Project (Barrington Street Greenway Extension).

BACKGROUND

Barrington Street between North Street and Devonshire Avenue was reduced from four lanes to three in May 2018, to facilitate the replacement of a retaining wall by the Department of National Defense (DND). An active transportation multi-use trail on Barrington St, between North Street and Devonshire Avenue was identified in the *2014-19 Halifax Active Transportation Priorities Plan*. It was determined that the only feasible option to include a multi-use trail through this section of Barrington Street was to reduce the number of traffic lanes from four to three, and replace one of the sidewalks with a wider multi-use trail. The Municipality worked with DND to pilot a three-lane cross-section along the work area, and evaluate impacts. A staff recommendation report was presented to Regional Council on September 18, 2018 (Attachment B) that provided a review of the pilot project, and an analysis of the benefits and impacts of the proposed project.

The Department of National Defence administers a funding program called the Capital Assistance Program, which provides funding to eligible recipients who operate and maintain infrastructure that benefits both the public and DND. Contributions through the Capital Assistance Program are made to both improve or construct new infrastructure including roads and sidewalks.

A construction cost estimate completed during the preliminary design of this project estimated the construction costs at \$802K. DND has also included a 10% contingency for a total allowable contribution of \$882K. On December 28, 2018, the Municipality received confirmation that DND deemed the project eligible for funding under their Capital Assistance Program, conditional on a Contribution Agreement being signed by March 31, 2019. Under the contribution agreement, the Municipality is responsible for in-kind contributions, which include the design, tendering, and construction management of the project. Work must be completed prior to November 30, 2019.

DISCUSSION

The Integrated Mobility Plan (IMP) prioritizes multi-modal, sustainable transportation including transit and active transportation. The IMP aims to increase the number of trips by active transportation and transit by 50% above current levels by 2031. The IMP also prioritizes addressing gaps in active transportation infrastructure. There is currently no cycling infrastructure and the sidewalks are sub-standard on Barrington Street, between North Street and Devonshire Avenue. This project will provide an All Ages and Abilities active transportation connection.

A transit priority signal has been installed at the intersection of Barrington Street and North Street for buses travelling northbound on Barrington Street. A southbound transit only lane is also included for the majority of the project distance. Transit priority through intersections in the southbound direction was not found to be feasible, but buses will be able to by-pass queues, which will be extremely beneficial during the morning peak hours.

The project also addresses safety concerns within the project area, and is consistent with the Strategic Road Safety Framework. Existing lane widths within the project area are very narrow, which contribute to a high number of sideswipe collisions. In addition, the high volume of trucks and buses discourage vehicles from using all the lanes.

For the reasons discussed above, the proposed design improves safety for pedestrians, cyclists, transit, trucks and private vehicles, and is expected to have minimal impact on commuter traffic. Travel time collected by Halifax Transit's Automatic Vehicle Location software was used to evaluate traffic impacts. The average travel times for January 2018, when there were four traffic lanes, were compared to the same data for January 2019, with three traffic lanes, for four bus routes that travel Barrington Street. The data revealed that the average inbound travel time increased between 1 min and 2.5 mins during the morning peak hours. The average outbound travel time increased by less than 2 mins during the afternoon peak hours.

The Barrington Complete Streets Project is one of many projects that could connect the south end of the Halifax Peninsula to the north end and beyond, with an All Ages and Abilities cycling facility. Projects currently in the planning stage include:

- An active transportation connection to the Africville Museum from Barrington Street
- The Bedford Highway functional plan that considers cycling infrastructure from Bedford to the Windsor Street Exchange
- The Cogswell Interchange Redevelopment project, which includes off-street, dedicated cycling infrastructure
- The Downtown Bikeways project will connect cycling infrastructure between the Cogswell Interchange to the south end of the Halifax Peninsula

The report submitted to Regional Council on September 18, 2019, outlined the trade-offs and considerations for the project, and stated that staff would conduct a Public Information Session, collect additional data, and pilot transit priority while the temporary trail was in place. Staff would return to Regional Council with the results and the proposed detail design for approval as a permanent change during spring 2019.

A Public Information Session is scheduled to occur in March 2019. It is not reasonable to return to Regional Council with the results of the public information session to help inform a decision to proceed, or not proceed, in time for the Contribution Agreement with DND to be signed by March 31, 2019. If Council approves the recommendations contained in this report, only minor changes to the project details can be made as a result of public input prior to the deadline for signing the Contribution Agreement with DND. To date, there have been 7 known complaints received by staff through 311 primarily around the increase to traffic delay during peak hours. Staff have also been contacted by several members of the public with positive feedback regarding the new active transportation connections and improved safety for all users.

The estimated construction costs have increased with further refinement of the preliminary design, from \$802K to \$903K. The 2019/20 draft capital budget includes funding for the full amount of \$903K.

The Barrington Street Complete Streets project is included in the 2019/20 Advanced Tender Capital Project Requests, approved by Regional Council on January 16, 2019. The full amount of funding will not be needed if the contribution agreement is signed, thereby allowing excess funds to be directed to another priority (\$882,360).

To take advantage of this significant capital funding opportunity, staff recommends that Council approve proceeding with tendering of the project. Given public feedback to date, staff anticipate general support for the proposal.

FINANCIAL IMPLICATIONS

The cost estimate for this project is \$903,000, which is included in the 2019/20 Advanced Tender Capital Project Requests under sidewalk renewals CR180002 and street recapitalization CR000009. The DND Contribution Agreement requires that the project budget be held in a separate account. The funds previously approved for this project under CR180002 (\$225K) and CR000009 (\$678K) will be moved to Barrington Street Road and Active Transportation Improvements CT190007. The maximum allowable contribution from DND is \$882,360 and will be included as a funding source in capital account CT190007. The funding associated with the attached Contribution Agreement will cover almost all project costs, based on the estimate. The Municipality will be responsible for any costs in excess of the maximum allowable contribution, currently estimated at \$21,000.

RISK CONSIDERATION

Regional Council could receive a negative response from residents at the Public Information Session who

do not support this project, and Council could consider cancelling the project. Based on comments received to date, the risk associated with this is low.

There is a significant amount of construction and utility relocations involved in this project, but the deadline is achievable. Staff is working with impacted utilities, but there is some risk that certain aspects of the project may need to be coordinated beyond November for final relocations. The cost of utility relocation to HRM, if any, is unknown at this time. Additional costs to HRM related to utility relocation could increase the cost of the project, but are expected to be funded within the existing budget.

This project was approved in the 2019/20 Advanced Tender Capital Projects and can fund the project if the full amount of the Contribution Agreement was not received. The risk associated with construction delays is low.

COMMUNITY ENGAGEMENT

The Regional Council report that was approved on September 18, 2018 (Attachment B), indicated that the results of a Public Information Session, additional data collection, transit priority pilot, as well as the proposed detailed design for approval as a permanent change would be presented to Regional Council in the spring of 2019. A public information session is scheduled for March 2019. As noted above, feedback received to date has been generally supportive of the project.

ENVIRONMENTAL IMPLICATIONS

There are no environment implications associated with the staff recommendation.

ALTERNATIVES

Council could choose to direct that staff not proceed with tendering of the project and executing the DND Contribution Agreement. This is not recommended as the project supports the priorities of the AT Priorities Plan and the Integrated Mobility Plan.

ATTACHMENTS

- Attachment A: Department of National Defence Contribution Agreement
- Attachment B: Barrington Street Complete Streets Project staff report dated September 18, 2018
- Attachment C: Draft Detailed Design Drawings

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Harrison McGrath, P.Eng., Program Engineer, 902.490.6680

Report Approved by: Original Signed
Peter Duncan, P.Eng., Infrastructure Planning Manager, 902.490.5449

Financial Approval by: Original Signed by 
Jane Fraser, Director of Finance, Asset Management and ICT/CFO, 902.490.4630

Original Signed by 

Report Approved by: _____

Kelly Denty, Director of Planning & Development, 902.490.4800

Report Approved by: _____

Original Signed by 

Brad Anguish, P.Eng., Director of Transportation & Public Works, 902.490.4855

ATTACHMENT A
HALIFAX– MULTI-USE TRAIL (IMPLEMENTATION)

CONTRIBUTION AGREEMENT

Between:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the **Minister** of National Defence (“**Her Majesty**”)

- and -

Halifax Regional Municipality, a municipal corporation, in the province of Nova Scotia, with head office at 1841 Argyle Street, Halifax, in the Province of Nova Scotia, hereinafter called the “**HRM**”.

Collectively referred to as the “**Parties**”

WHEREAS:

- A. CFB Halifax, located within the **HRM**, has a requirement to replace municipal infrastructure along Barrington Street from Niobe Gate Bridge to the Macdonald Bridge at to the replacement of a retaining wall supporting Barrington Street by DND.
- B. The **HRM** has expressed interest in implementing an active transportation (AT) greenway in conjunction with the Integrated Mobility Plan (IMP) as part of the reconstruction at the Barrington Street level.
- C. The implementation of the AT Greenway in this area would benefit both DND personnel and the general public of the HRM.
- D. The HRM has completed its concept design and the design has been accepted by DND.
- E. This **Agreement** will confirm that the **HRM** will design and construct the new multi-use path as per the concept design and Substantive Cost Estimate provided by the **HRM**, to the **HRM**'s municipal standards, and to the satisfaction of **Her Majesty** in accordance with the terms and conditions of this **Agreement**.
- F. Following the completion of the completion of construction of the Multi-use path, it will remain part of the municipal infrastructure of the **HRM**.

- G. This project supports DND’s strategic objectives and plans by encouraging cost-effective solutions. It also meets the objectives of the Capital Assistance Program that are to develop collaborative arrangements with provinces, territories and municipalities and/or their agencies to transfer and upgrade, develop or maintain infrastructure, ensure the cost-effective provision and maintenance of sustainable public utilities and community infrastructure and enhance the quality of life of members of the Canadian Forces and their dependants located at bases and wings across Canada.

NOW THEREFORE, in consideration of the mutual agreements and promises set out in this **Agreement** and subject to the terms and conditions hereinafter set out, the **Parties** agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 The following definitions apply to this **Agreement** unless the context otherwise indicates:

- (a) "**Agreement**" means this **Contribution Agreement** and all attached Schedules, as amended from time to time by the **Parties** in writing and in accordance with the law.
- (b) "**Agreement Date**" is the date that the last signatory signs this **Agreement**.
- (c) "**Business Day**" means a day other than Saturday, Sunday, or a statutory holiday in the Province of Nova Scotia.
- (d) "**Contribution**" means funding provided by **Her Majesty** for the purposes, and subject to the terms and conditions, specified in this **Agreement**.
- (e) "**Eligible Expenditures**" has the meaning ascribed to it in Section 7.1 of this **Agreement**.
- (f) "**Fiscal Year**" means a full calendar year the period of which starts April 1 and ends on March 31.
- (g) "**Independent Outside Chartered Accountant**" means an accountant who has a license authorizing him or her to practise as an accountant and who is not related to the **Parties**.
- (h) "**Ineligible Expenditures**" has the meaning ascribed to it in Section 7.2 of this **Agreement**.

- (i) **“Multi-use path”** means the new “AT greenway” and associated infrastructure to be constructed on existing **HRM** owned land as identified in the plan at **Schedule A**.
- (j) **"Minister"** means the **Minister** of National Defence or any person duly authorized to act on his or her behalf.
- (k) **“Substantive Cost Estimate”** means an estimate of high quality and reliability based on detailed system and component design, design adaptation, work plans and drawings for components, construction or assembly, and installation. It includes acquisition, preparation and any special requirement estimates. Contingency funding requirements must be justified based on line-by-line risk assessments, including market factors, industrial capability and labour considerations. It also includes the cost of all significant and identifiable deliverables.
- (l) **“Term of this Agreement”** has the meaning ascribed to it in Section 2.
- (m) **“Work”** means the design, tender ready plans and documents (stamped construction drawings and specifications), **Substantive Cost Estimate** and the Construction of said design, to be carried out by the **HRM** or its contractors for the new **Multi-use path**. Design and Construction detail reference documents are listed as **Schedule B & D**.

1.2 Accounting Terms and Principles

1.2.1 Unless otherwise provided or necessarily implied in this **Agreement**, all accounting and finance terms used herein shall be interpreted and applied in accordance with generally accepted accounting principles and generally accepted audit standards in Canada.

1.3 Business Day

1.3.1 If the day on which an act is to be performed or a payment made in accordance with this **Agreement** is not a **Business Day**, the said act or payment may be validly performed or made if it is performed or made on the next following **Business Day**.

1.4 Schedules

1.4.1 The Schedules attached to this **Agreement** are an integral part of this **Agreement**.

1.5 Acts, Regulations and Rules

1.5.1 In this **Agreement**, any reference to an Act, regulation or rule, or to a part thereof, shall, unless otherwise provided, constitute a reference to such Act, regulation or rule or to the relevant part thereof, as amended, replaced or re-enacted from time to time.

1.6 **Applicable Law**

1.6.1 This **Agreement** shall be interpreted in accordance with the applicable laws of Canada and the Province of Nova Scotia. No stipulation in this **Agreement** shall operate to restrict, waive or derogate from the prerogative of the Federal Crown.

1.6.2 This **Agreement** shall be subject to the *Financial Administration Act* (R.S.C., 1985, c.F-11) and the regulations and the amendments thereto.

2. **TERM OF THIS AGREEMENT**

2.1.1 This **Agreement** is effective from the **Agreement Date** until it is either terminated, as provided for in Section 12.1 or expires, as provided for in Section 2.2.1, and such period is the **Term of this Agreement**.

2.2 **Expiry**

2.2.1 This **Agreement** expires eighteen (18) months after the completion of the **Work**.

3. **PURPOSE AND OBJECTIVES**

3.1 **Purpose**

3.1.1 The purpose of this **Agreement** is to establish the terms and conditions under which the **Minister** will pay the **HRM** for **Eligible Expenditures** to be made by the **HRM** in respect of the **Work**.

3.2 **Objectives**

3.2.1 The **HRM** desires to design and construct the **Multi-use path** as per the accepted design, to the **HRM's** municipal standard and to the satisfaction of **Her Majesty** in accordance with the terms and conditions of this **Agreement**.

3.2.2 The **HRM** will construct the **Multi-use path** and **Her Majesty** will contribute towards the cost of the design and construction, on the terms and conditions set out herein.

3.2.3 On the completion of the **Work**, the **HRM** will incorporate the **Multi-use path** into the **HRM's** municipal infrastructure and be responsible for all ongoing operation and maintenance of the infrastructure.

4. **APPROPRIATION**

- 4.1 All contribution payments under this **Agreement** are subject to there being sufficient appropriation by Parliament in respect of the **Contribution** for the **Fiscal Year** of the Government of Canada in which the payment is to be made; and payments may be immediately reduced in amount or cancelled by **Her Majesty** without penalty, bonus, interest or damages of any sort, in the event that the funding level of Minister's Department is changed by Parliament, despite anything in this **Agreement** to the contrary. In the event of the foregoing and in consideration of section 12 of this **Agreement**, the **HRM** may at its sole discretion terminate this **Agreement** and shall have no further obligation to proceed with the **Work**.

5. **RIGHTS AND OBLIGATIONS**

5.1 **Rights and Obligations of HRM**

- 5.1.1 From the **Agreement Date**, the **HRM** agrees to perform all aspects of the **Work** and to complete the **Work** with reasonable diligence and to **Her Majesty's** satisfaction in accordance with the terms and conditions of this **Agreement** prior to *30 November, 2019*, or such later date as may be agreed upon by the **Parties** in writing in accordance with section 6.6.
- 5.1.2 The **HRM** agrees to comply with all laws applicable to all stages of the **Work**.
- 5.1.3 Subject to section 5.1.6, the **HRM** shall bear any and all costs required in order to complete the **Work** that are in excess of the **Contribution**.
- 5.1.4 The **HRM** agrees to keep **Her Majesty** informed of the progress of the **Work** and to provide **Her Majesty** with a copy of the completed **Work** as well as any subsequent modifications.
- 5.1.5 The **HRM** agrees to pay directly and fully all contractors it engages in the performance of the **Work**.
- 5.1.6 The **HRM** agrees to obtain written authorization from **Her Majesty** before committing to any amount that may risk exceeding the **Contribution**, the maximum amount of which is set out in section 6.1. Such written authorization shall constitute agreement by **Her Majesty** to pay all costs as per the new authorization.
- 5.1.7 The **HRM** will continue to have full responsibility for the operation, maintenance and repair of the **Multi-use path** that is the subject of this **Agreement**, as per the **HRM's** municipal standards, for the full life cycle of the **Multi-use path**.

5.2 Environment

5.2.1 The **HRM** shall ensure that all activities related to the **Work** comply with all federal, provincial, territorial, and municipal laws and regulations and related case law or guidelines with respect to environmental matters. The **HRM** will ensure the required environmental assessment is conducted as part of the Design Phase or shall provide documentation from the federal and provincial governments advising that no environmental assessment is required.

5.3 Rights and Obligations of Her Majesty

5.3.1 Subject to the terms and conditions of this **Agreement**, **Her Majesty** agrees to make payment to the **HRM** as set out in Section 6.

6. CONTRIBUTION, PAYMENT AND OTHER TERMS AND CONDITIONS

6.1 Subject to the terms and conditions set out in this **Agreement**, **Her Majesty** agrees to pay to the **HRM** up to a maximum **Contribution** of eight hundred eighty-two thousand, three hundred sixty dollars (\$882,360.00) for **Eligible Expenditures** to be incurred by the **HRM**.

6.2 No payment shall be made until:

6.2.1 the **HRM** has:

- (a) executed this **Agreement**;
- (b) For the initial Payment - Provided to **Her Majesty** the dollar amount of the substantive estimate accepted by the **HRM** for performance of the **Work**, along with the work scope details, work schedule and cash flow forecasts, to be attached as **Schedule B & D**; and
- (c) For any interim and final payment - provided to **Her Majesty** any required documentation, set out in 6.3.3, in support of the **Work** invoiced;

6.2.2 And **Her Majesty** has;

- (a) executed this **Agreement**; and
- (b) Accepted that the **Work** and/or any associated or required documentation has been completed to **Her Majesty's** satisfaction.

6.3 Subject to the terms and conditions set out in this **Agreement**, including Section 6.2 and **Schedule C**, **Her Majesty** agrees to pay the **Contribution** in the following manner:

6.3.1 an initial payment representing the initial cheque amount from **Schedule C** up to a maximum of seventy-five percent (75%) of the total **Contribution** as noted in Section 6.1 for **Eligible Expenditures** once the conditions outlined in Section 6.2 are met;

- 6.3.2** an interim or final payment representing the remaining invoiced amount for **Eligible Expenditures** as per **Schedule C** (with total payments not exceeding 100% of the maximum **Contribution** as noted in Section 6.1) upon completion of **Work**, presentation of all the required documentation set out in Sections 6.3.3 and 9.3 completed to the satisfaction of **Her Majesty** and when the final invoice for final payment are presented to **Her Majesty**; and
- 6.3.3** Prior to final payment the **HRM** shall present **Her Majesty** with:
- (a) a listing of deliverables as required by the **Work** issued by the **HRM**'s project manager (with a professional designation as required);
 - (b) a project activity report including any change orders approved by **Her Majesty**;
 - (c) a financial statement showing all of the **Eligible Expenditures** incurred in the performing of the **Work**;
 - (d) a statutory declaration that there are no overdue payments or any other payments due to contractors, suppliers or any professional service providers; and
 - (e) a Certificate of Completion of the **Work** signed by the **HRM**'s responsible project engineer.
- 6.4** Notwithstanding any other provision of this **Agreement**, the **Contribution** may not be used to pay for any costs other than **Eligible Expenditures**.
- 6.5** Unless otherwise agreed to in writing by the **Parties**, **Her Majesty** shall not be required to make the **Contribution** as provided for in this **Agreement** if the **HRM** has not performed the **Work** within the time allowed under Section 5.1 in this **Agreement** or the conditions set out in this **Agreement** have not otherwise been met by the **HRM**.
- 6.6** If the **HRM** has undertaken the **Work** with diligence, but is unable to complete the **Work** within the time allowed under Section 5.1 the **HRM**, during the **Term of this Agreement**, may ask **Her Majesty** for an extension, which may be refused by **Her Majesty** only on reasonable grounds.
- 6.7** **Her Majesty** may reduce or terminate or refuse to pay any **Contribution** payment under this **Agreement** in response to any change in the terms and conditions of the program under which this **Agreement** was made. **Her Majesty** will not be liable for any penalty, bonus, interest or damages of any sort, arising from any such reduction or termination of funding. In the event of the foregoing and in consideration of section 12 of this **Agreement**, the **HRM** may at its sole discretion terminate this **Agreement** and shall have no further obligation to proceed with the **Work**.

6.8 **Obligation to Disclose Other Financial Assistance**

6.8.1 The **HRM** acknowledges that the maximum level (stacking limit) of total government assistance (federal, provincial, territorial and municipal financial assistance for the **Work**) or other sources of assistance is not to exceed 100% of **Eligible Expenditures**. This stacking limit must be respected when assistance is provided. The **HRM** shall declare to **Her Majesty** forthwith in writing any and all sources of financial assistance that the **HRM** receives or is to receive from any source for the performance of the **Work** in addition to the **Contribution**. **Her Majesty** shall be entitled to reduce the **Contribution** to take into account any amount by which the stacking limit is exceeded. If the stacking limit is exceeded, any **Contribution** amount already paid is, to the extent of such excess, a debt due to **Her Majesty** and must be repaid immediately. At the end of the **Term of this Agreement**, the **HRM** shall provide **Her Majesty** with a statement of the total funding provided in respect of the **Work**.

7. **ELIGIBLE AND INELIGIBLE EXPENDITURES**

7.1 **Eligible Expenditures**

7.1.1 The **Contribution** shall be used only to pay for the costs listed in Section 7.1.3 of this **Agreement** that are incurred during the **Term of this Agreement** (the "**Eligible Expenditures**").

7.1.2 The definition of **Eligible Expenditures** can only be modified by agreement in writing between the **Parties**.

7.1.3 **Eligible Expenditures** are expenses that are reasonable and required to define and implement the **Work**, are not **Ineligible Expenditures** and are listed here:

- a) costs directly related to the **Work**;
- b) other costs to directly support the **Work** that are consistent with the objectives of the **Work**;
- c) Administrative costs related to the **Work**, which are costs for the following:
 - salaries and wages, employee benefits, overtime, and training;
 - office supplies and materials; printing, publishing, distribution, and promotion; and insurance;
 - leasing costs for meeting facilities and conference rooms, machinery and equipment, telecommunications equipment, computers, furniture; other than repair services and maintenance;
 - travel and accommodation of third party experts within Treasury Board guidelines;
 - services provided under contract with consultants or contractors including for audit requirements of the **Agreement** and verification activities; and

- non-reimbursable portion of GST/HST according to applicable rates determined by Canadian Revenue Agency.

- d) Other costs that in the opinion of **Her Majesty**, are reasonable and required to define and implement the **Work** and which have been approved in writing in advance by **Her Majesty**.

7.2 **Ineligible Expenditures**

7.2.1 Notwithstanding any other **Term of this Agreement**, the following costs incurred or paid for by the **HRM** are excluded as **Eligible Expenditures** (the “**Ineligible Expenditures**”) and therefore shall not be paid for using funds from the **Contribution** unless otherwise agreed to in writing by the **Parties**:

- a) any costs not directly related to the **Work**;
- b) costs of existing or ongoing programs and services;
- c) any and all costs related to the operation and maintenance of the infrastructure;
- d) any amount paid for the depreciation of the infrastructure, equipment or other assets where those assets were or will be paid for with the assistance of grants, contributions or repayments from a federal, provincial, territorial or municipal department or agency; and
- e) Any amount incurred before or after the **Term of this Agreement**.

8. **BEST VALUE FOR PERFORMANCE OF THE WORK RELATED TO THE PROJECT**

8.1 The **HRM** shall do everything in its power to ensure that it obtains the best value in all phases of the **Work**. Any contract entered into by the **HRM** in relation to the **Work** shall include effective cost control measures, as set out in Section 8.2 of this **Agreement**.

8.2 It is expressly agreed by the **Parties** that at all stages of the **Work**, the **HRM** shall seek the best value by putting in place the following measures, and if required by **Her Majesty**, shall provide confirmation to **Her Majesty** of the implementation of such measures:

8.2.1 establishing and implementing procedures in accordance with the **HRM’s** Procurement Policy for the evaluation and selection of the contractor and suppliers of labour, materials, equipment or services, as the case may be, and for the preparation, negotiation, evaluation and administration of contracts;

8.2.2 establishing and implementing a series of criteria that assess quality, product, service and time, at the best total cost, for the useful life of the project;

8.2.3 with respect to the criteria for the evaluation and awarding of the contract, adopting methods of determining prices that are most likely to guarantee the best price and effective cost control; and

8.2.4 using the public tender process for awarding the contract, in accordance with the **HRM's** Procurement Policy, unless in the **HRM's** discretion the nature of the project is such that the **Work** may be lawfully performed by the **HRM's** own personnel, more quickly and less expensively.

8.3 The **HRM** acknowledges that a public tender process may or may not create a binding contract upon receipt of offers, and assumes full responsibility for any costs in excess of the **Contribution** if it accepts or is deemed to have accepted a bid in excess of the **Contribution**.

9. ACCOUNTING RECORDS, FINANCIAL STATEMENTS AND ACCOUNT AUDIT

9.1 Contribution Held in an Account

9.1.1 The **HRM** shall hold the **Contribution** funds in a separate bookkeeping account that clearly identifies the **Contribution** funds in order to allow for audits to be properly conducted.

9.1.2 If the **Contribution** held in this account bridges **Her Majesty's Fiscal Year** End, then the **HRM** shall, within ninety (90) days following the end of each **Fiscal Year**, submit a certificate to the **Minister** from the Chief Financial Officer of the **HRM** certifying that any **Contribution** paid to the **HRM** during the **Fiscal Year** was used solely for the payment of **Eligible Expenditures**.

9.2 Accounting Records

9.2.1 The **HRM** shall, during the **Term of this Agreement**, keep books with respect to the account described in Section 9.1.1 in accordance with generally accepted accounting principles.

9.3 Final Accounting

9.3.1 The final accounting in respect of the **Contribution** shall be rendered by the **HRM** within ninety (90) days after the following:

- (a) the presentation of the final invoice for the **Work** and the required documentation for completion of the **Work** by the **HRM**; or
- (b) the scheduled project completion date as per sections 5.1.1, 6.6 or 22.4 of this **Agreement**; or
- (c) this **Agreement** is terminated as per section 12.1 or 22.4 of this agreement.

9.3.2 The **HRM** shall present to Her Majesty a financial statement of the account described in Section 9.1.1 accompanied by a certificate signed by the Chief Financial Officer of the **HRM** certifying that any **Contribution** paid to the **HRM** was used solely for the payment of **Eligible Expenditures** in accordance with this **Agreement**.

9.3.3 Any unspent balance of the **Contribution, Ineligible Expenditures** and any amount of the **Contribution** that is repayable to **Her Majesty**, shall be claims of **Her Majesty** and the **HRM** shall repay them immediately. These amounts shall be debts due to **Her Majesty**.

9.4 Presentation of Documentation

9.4.1 If the **HRM** fails to present any documents as required by Sections 6 or 9 above to **Her Majesty**, **Her Majesty** may, in addition to any other remedies available to **Her Majesty**, initiate an audit in accordance with Section 9.5 of this **Agreement**.

9.5 Audit and Inspection

9.5.1 During business hours, the **Minister**, or the **Minister's** accredited officers, employees or contractors, at the **Minister's** own expense may have access to the **HRM's** premises and may audit and inspect the **HRM's** books and other accounting records that relate to this **Agreement** and anything that directly concerns this **Agreement**, and may make copies and take excerpts from the said books, accounts and records, during the **Term of this Agreement** and for a period of six (6) years after the **Term of this Agreement**.

9.5.2 The **HRM** will retain all books and other accounting records that relate to this **Agreement** for a period of six (6) years after the **Term of this Agreement**.

9.5.3 The **HRM** shall provide the **Minister**, or the **Minister's** accredited officers, with such information as the **Minister**, or the **Minister's** accredited officers, may need for the audit and inspection referred to in Section 9.5.1.

9.5.4 The **HRM** acknowledges that the Auditor General of Canada may, at his or her own cost, conduct an inquiry respecting the **HRM's** compliance with the terms and conditions of this **Agreement** or an inquiry into the **HRM's** procedures to measure and report on performance with respect to this **Agreement** or an inquiry for any other purpose authorized under section 7.1 of the *Auditor General Act*. The **HRM** shall cooperate with the Auditor General and his or her representatives, employees, or contractors relative to any such inquiry and shall grant them access to the **HRM's** documents, records and premises for purposes of any such inquiry. The Auditor General may discuss any concerns raised in such an inquiry with the **HRM** and with the **Minister**. The results may be reported to Parliament in a report of the Auditor General.

10. INDEMNITY

10.1 The **HRM** shall at all times indemnify and save harmless **Her Majesty** and **Her Majesty's** representatives, officers, servants, agents and employees from all claims, demands, losses, actions, putting in default, suits and proceedings, and all judicial or extra-judicial costs or damages of whatsoever nature, by whomever made or brought and in any manner, based upon, occasioned by or attributable to the execution of this **Agreement**, the performance of the

Work, or any other measure taken or thing done or continued in accordance herewith, or the exercise of a right provided herein, in any manner, except in the case of claims for damages resulting from the negligence of or an intentional fault or a gross fault committed by any representative, officer, servant, agent or employee of **Her Majesty** in the performance of his or her duties.

- 10.2** In the event that the **HRM** is entering into a loan agreement, capital lease or other long term obligation in relation to the project for which the **Contribution** is provided, the **HRM** shall at all times indemnify and save harmless **Her Majesty** and **Her Majesty's** representatives, officers, servants, agents and employees from all claims, demands, losses, actions, putting in default, suits and proceedings, and all judicial or extra-judicial costs or damages of whatsoever nature, by whomever made or brought and in any manner, based upon, occasioned by or attributable to such loan, lease or other long term obligation.

11. OVERPAYMENTS AND UNSPENT ADVANCES

- 11.1** In the event that **Her Majesty** makes an overpayment to the **HRM** or there is an unspent advance payment for **Eligible Expenditures**, upon the written request of **Her Majesty**, the **HRM** shall immediately repay to **Her Majesty** the amount corresponding to the overpayment or unspent balance of advance payment for **Eligible Expenditures**. Such amounts shall constitute a debt due to **Her Majesty**.

12. DEFAULT

- 12.1** If, during the **Term of this Agreement**;

12.1.1 the **HRM**:

- (a) fails to use the **Contribution** to pay for the **Eligible Expenditures**;
- (b) becomes bankrupt or insolvent, is subject to a receivership order, seeks the protection of a statute respecting bankruptcy or insolvency, is subject to a liquidation order or decision or is incapable of paying its debts when due;
- (c) is found guilty of violating any law, order or regulation of Canada or of a duly constituted authority in Canada, or the conditions of a license or permit, or of being a party to such violation in respect of the objects of this **Agreement**;
- (d) fails to comply with the provisions of this **Agreement**; or
- (e) submits any false or misleading information to **Her Majesty**;

12.1.2 **Her Majesty** may, in addition to any other remedy available to **Her**:

- (a) terminate **Her** obligations under the terms of this **Agreement** by giving written notice to the **HRM**, and
- (b) demand that the **HRM** immediately repay:
 - i) in the case of Section 12.1(a), that portion of the **Contribution** that was not spent on **Eligible Expenditures**; and
 - ii) in the case of Sections 12.1(b), (c), (d) and (e), any unspent amounts of the **Contribution**.

12.1.3 Such amounts shall constitute a debt due to **Her Majesty**.

13. DEBTS DUE TO HER MAJESTY

13.1 All debts due to **Her Majesty** under this **Agreement** bear interest as calculated in accordance with the *Interest and Administrative Charges Regulations* SOR/96-188.

14. SET-OFF

14.1 If there is any debt due to **Her Majesty** by the **HRM**, **Her Majesty** may, in **Her Majesty's** sole discretion and in addition to any other remedies available, retain the amount of the indebtedness, including interest, by way of deduction from or set-off against any sum of money that may be due or payable by **Her Majesty** to the **HRM**. The **HRM** shall declare any amounts owing to **Her Majesty** under any legislation or any agreement.

15. INSPECTION

15.1 The **HRM** shall grant **Her Majesty** or **Her Majesty's** representatives, access at all times to inspect the state and progress of the **Work** and the **HRM** shall provide **Her Majesty** with reasonable assistance to facilitate such inspection of the **Work**.

15.2 No examination or approval or inspection of the **Work**, or of any plans or specifications, by **Her Majesty** or **Her Majesty's** representatives, officers, servants, agents and employees, shall be interpreted as being done for any technical or regulatory purpose, and shall be deemed to be done solely to protect the interests of **Her Majesty** in relation to the **Contribution** provided under this **Agreement**. **Her Majesty** makes no representations and assumes no liability in respect of the technical requirements of the **Work**.

16. NO PARTNERSHIP OR JOINT VENTURE

16.1 **Her Majesty** and the **HRM** expressly deny any intention to create a partnership, agency, employment relationship or joint venture in this **Agreement**. It is understood and agreed that nothing in this **Agreement** and nothing done by **Her Majesty** or the **HRM** shall have the effect of establishing a partnership, agency, employment relationship or a joint venture between **Her Majesty** and the **HRM**, or shall be deemed to have such effect. The **HRM** shall not represent itself as an agent of **Her Majesty**. Moreover, no party shall be authorized to act on behalf of the other party or to assume any of the other party's obligations or responsibilities.

16.2 The **HRM** shall indemnify and hold harmless **Her Majesty**, and **Her Majesty's** representatives, officers, servants, agents and employees, against any obligation or responsibility that **Her Majesty** may incur by reason of the fact that she is deemed to be liable with the **HRM** by virtue of the existence of a partnership, agency, joint venture or employment relationship between them. It is understood that the aforementioned indemnity

shall not apply to claims and obligations arising out of any act or omission of **Her Majesty**, or **Her Majesty's** representatives, officers, servants, agents and employees.

17. MEDIATION OR ARBITRATION

17.1 If a dispute arises concerning the application or interpretation of this **Agreement**, the **Parties** will attempt to resolve the matter through good faith negotiation, and may, if necessary and the **Parties** consent in writing, resolve the matter through mediation by a mutually acceptable mediator or through arbitration.

18. INTELLECTUAL PROPERTY RIGHTS

18.1 Any intellectual property resulting from performance of the **Work** shall be owned by the **HRM**.

19. COMMUNICATIONS

19.1 Public Announcements

19.1.1 Press releases, public announcements and official ceremonies relating to the **Work** and planned by either Party, will be organized with the consent of the other Party.

19.1.2 The wording and content of public announcements will be subject to the approval of both **Parties**.

19.1.3 The **Parties** shall ensure that all public announcements, public bidding, newspaper advertisements or notices regarding the **Work** mention the participation of **Her Majesty** and the **HRM**.

19.2 Ceremonies

19.2.1 Although unlikely, **Her Majesty** or the **HRM** may, at their discretion, hold a ceremony relating to the **Work** which will be organized only with the consent of the other Party.

19.2.2 If either Party wishes to hold a ceremony, that Party shall give thirty (30) days written notice of the proposed ceremony and invite the other Party to participate. Funding for said ceremony would be determined at that time.

19.3 Public Information

The **Parties** undertake, as permitted by law, to inform each other promptly of the details of any Access to Information request addressed to them in connection with the **Agreement** or the **Work**.

20. CONFIDENTIAL INFORMATION

- 20.1 **Her Majesty** acknowledges the **HRM** is subject to Freedom of Information and Protection of Privacy provisions under Part XX of the *Municipal Government Act* and as such shall ensure that any information of a confidential nature to which the **HRM** or its representatives, officers, servants, agents or employees become privy shall be treated as confidential and shall not disclose such information to third Parties, unless such a disclosure is required pursuant to the legislation.
- 20.2 The **HRM** acknowledges that **Her Majesty** is subject to the federal *Access to Information Act* and that nothing in this **Agreement** shall be interpreted so as to preclude **Her Majesty** from disclosing information that **Her Majesty** may be required to disclose under the *Access to Information Act* or pursuant to any applicable law, regulation, government policy, international treaty or agreement or any order of a court or other tribunal having jurisdiction.
- 20.3 The **HRM** understands and agrees that the **HRM**'s name, the amount awarded and the general nature of the activities supported may be made publicly available by **Her Majesty** by any means at any time.

21. ABORIGINAL CONSULTATION

The **HRM** acknowledges that Aboriginal Consultation is a requirement for federally funded projects. In accordance with these requirements, it is understood that if applicable, these consultations must take place prior to final implementation of the project and that a component of this may be added and compensated as part of this **Agreement**.

22. GENERAL PROVISIONS

22.1 Entire Agreement

22.1.1 This **Agreement** contains all of the agreements made by the **Parties** in relation to the subject hereof and replaces all arrangements, negotiations, communications, letters and statements of intent, brochures, statements and information entered into or exchanged, orally or in writing, between the **Parties** or their representatives or any other person deemed to be representing them. No statement or warranty, express or implied, is made to the **HRM** by **Her Majesty** or to **Her Majesty** by the **HRM**, except those made expressly in this **Agreement**. The **HRM** acknowledges:

- (a) that it has not been induced to enter into this **Agreement** by any statements not contained herein;
- (b) that it has not relied on any such statements;
- (c) that it has used due diligence to verify the completeness, truth and accuracy of the facts communicated;
- (d) that no such statements shall be used to interpret this **Agreement**; and

- (e) that it shall not make any claim, including any claim for loss of profit and indirect damages, arising out of or by reason of such statements and that **Her Majesty** shall have no liability in that respect.

22.2 Time of the Essence

22.2.1 Time shall be of the essence in this **Agreement**.

22.3 Notice

22.3.1 Any notice or other communication required to be given under this **Agreement** shall be given in writing and shall be given by personal delivery or by telecopier or other electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address or electronic number as may from time to time be the subject of Notice:

- (a) in the case of **Her Majesty**:

Director General Environmental and Engineering Services
National Defence Headquarters
Maj. Gen. G.R. Pearkes Bldg.,
101 Colonel By Drive
Ottawa, Ontario K1A 0K2

Telephone: (613) 993-8658
Facsimile: (613) 992-3349

or to such other address or such other telecopier number, or such other electronic communication, or such other person of whom **Her Majesty** may inform the **HRM** in writing;

- (b) in the case of the **HRM**:

Director of Transportation & Public Works
Halifax Regional Municipality
P.O. Box 1749
Halifax, Nova Scotia B3J 3A5

Telephone: (902) 490-4855
Facsimile: (902) 490-4208

or to such other address or such other electronic communication, or such other person, as the **HRM** may inform **Her Majesty** in writing.

22.3.2 Notice shall be deemed to have been received:

- (a) if personally delivered, on the date of such delivery; or
- (b) if it is transmitted by telecopier or other electronic communication which results in a written or printed notice being given, on that business day or next following the day it was received; or
- (c) in all other cases, on the fifth (5th) day after the day on which it was sent

22.3.3 In the case of interruption, threatened interruption or significant delay in the postal service, notices shall be delivered to the addressee in person or transmitted by telecopier or other electronic communication as mentioned above.

22.4 Modification

22.4.1 This **Agreement** may be modified at any time during the **Term of the Agreement** by written agreement signed by **Her Majesty** and the **HRM** in accordance with the law.

22.4.2 No addition, modification, deletion (including striking out) or other change to this **Agreement** shall come into force or take effect unless it has been made in writing and signed by **Her Majesty** and the **HRM**, in accordance with the law.

22.5 Waiver

22.5.1 Failure by either party to insist, on any occasion, on strict performance by the other party of its obligations under this **Agreement** shall not constitute a waiver of the performance of such obligations on other occasions, and such obligations shall continue to exist and to apply.

22.5.2 Neither party may waive an obligation or condition of this **Agreement** except in writing, and tolerance or indulgence on the part of that party shall not in any event constitute a waiver of the obligation or condition. Until such obligation or condition is performed or has been waived in writing, that party shall be entitled to exercise any remedy that the party may have under this **Agreement** or the law, notwithstanding any tolerance or indulgence on its part, for that party's failure to observe such obligation or condition.

22.6 Severability

22.6.1 If any of the provisions of this **Agreement** are held to be void, illegal or unenforceable for any reason whatsoever, they shall be deemed to be withdrawn from the **Agreement**; all other provisions of this **Agreement** shall nonetheless continue to be of full force and effect.

22.7 Successors and Assigns

22.7.1 The **HRM** shall not assign this **Agreement** in whole or in part without the prior written consent of **Her Majesty**. The obligations of the **HRM** hereunder shall survive such assignment on a joint and several basis with the assignee.

22.7.2 This **Agreement** shall be binding on **Her Majesty**, her successors and assigns, and on the **HRM**, its successors and permitted assigns, and shall endure to their benefit.

22.7.3 No provision of this **Agreement**, express or implied, is intended to confer the rights and remedies provided by or arising out of this **Agreement** on any person other than **Her Majesty**, her successors and assigns, and the **HRM**, its successors and permitted assigns.

22.8 Conflict of Interest

22.8.1 The **HRM** acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the *Conflict of Interest Code for members of the House of Commons*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Value and Ethics Code for the Public Service*, or any other values and ethics codes applicable within provincial or territorial governments or specific organizations cannot derive any direct benefit resulting from this **Agreement** unless the provision or receipt of such benefit is in compliance with such legislation and codes. No member of the Senate or the House of Commons shall be admitted to any share or part of this **Agreement**, or to any benefit arising from it, that is not otherwise available to the general public.

22.8.2 The **HRM** and any person lobbying on behalf of the **HRM** must be in compliance with the *Lobbying Act*.

22.9 Official Languages

22.9.1 All of the activities associated with the **Contribution** and the **Agreement** adhere to the relevant provisions stipulated in the Official Languages Act, the related regulations, and policies.

22.10 Survival

22.1.1 The **Parties'** rights and obligations, which by their nature extend beyond the expiration or termination of this **Agreement**, will survive the expiration or termination of this **Agreement** including those under:

- (a) 5.1.7 (O&M)
- (b) 9.3.2 (Account Certification)
- (c) 9.3.3 (Repayment of unspent at final Accounting)
- (d) 9.4 (Presentation of Documentation)
- (e) 9.5 (Audit & Inspection)
- (f) 10.1 & 10.2 (Indemnity)
- (g) 11.1 (Overpayments and Unspent Advances)

IN WITNESS WHEREOF the **Parties** have executed this **Agreement** by their respective duly authorized officers.

SIGNED at _____, this ____ day of _____, 2019.

**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA**

Witness

per: _____

Mr. Martin Frank
Director General Infrastructure Engineering Services
For the Minister of National Defence

SIGNED at _____, this ____ day of _____, 2019.

THE HALIFAX REGIONAL MUNICIPALITY

Witness

per: _____

Mayor

Witness

per: _____

Municipal Clerk

SCHEDULE A

Plan Drawing



SCHEDULE B

CONSTRUCTION PACKAGE DOCUMENTATION

CONCEPT DESIGN PACKAGE - DATED JULY 12 2018

The site plan shows Barrington Street with various utility lines and poles. Annotations include 'UTIL POLE RELOCATION BY OTHERS' at several points and 'REPLACE W/ HS-21 FRAME & GRATES' and 'RELOCATE EXIST HW HYDRANT' near a fire hydrant. A 'TRUCK' lane is also indicated.

3	ISSUED FOR CONSTRUCTION				
2	ISSUED FOR TENDER				
1	JUL 13, 2018	ISSUED FOR PRETENDER DESIGN REVIEW	AM		
No.	DATE	Revision	Description	Author	Appr'd

HALIFAX

BARRINGTON STREET
DEVONSHIRE AV TO NORTH ST
HALIFAX - WEST COMMUNITY

MULTI - USE TRAIL

Date: JUL 12, 2018	Drawn: JTW	Tender No.: 18-000
Scale: Horz. 1:500	VERT. 1:50	Sheet: 1 Of 2
Reference: NONE	PROJECT: NADES(CSRS)	Drawing No.: 18000000
Checked: EPOCH 2018	DATE: JUNE PRODUCTION	
	VERT. CGVD2013	

SUBSTANTIVE COST ESTIMATE - DATED JULY 12, 2018

Halifax Regional Municipality
Project Cost Estimation Based on 2016 Prices

Prepared By: Jamie Wile
Date: July 12-18
Checked By: _____
Date: _____
Class Estimation: A

Street: Barrington Street
Limits: Devonshire to North St
Category: New Multi-use trail
Tender #: _____

Item No.	Description	Unit of Measurement	Unit Price	Quantity	Total Price
Earthwork					
Water System					
11	Fire Hydrant				
11.3	Relocation of Fire Hydrant (incl. vert. adj.)	ea	\$2,200.00	3	\$6,600.00
Sanitary Sewer					
Storm Sewer					
Street Construction					
40	Gravels				
40.3	Type 1 - 150 mm thick Curb Gravels	m ²	\$13.00	1200	\$15,600.00
40.9	Type 2 - 350 mm thick (Provisional) curb Gravels	m ²	\$22.00	750	\$16,500.00
41	Placement Materials				
41.1	Reinstatement Tape	m	\$6.00	120	\$720.00
42	Asphaltic Concrete				
42.1	Type C-HF - 40 mm thick	m ²	\$13.00	9200	\$119,600.00
42.23	Cold Planing				
42.23.9	> 50 mm ≤ 75 mm	m ²	\$6.00	9200	\$55,200.00
43	Curb				
43.1	Concrete Curb and Gutter	m	\$120.00	1200	\$144,000.00
44	Sidewalk				
44.4	Concrete Sidewalk - 150 mm thick with welded wire mesh	m ²	\$100.00	900	\$90,000.00
44.5	Asphalt Walkway - 75 mm thick	m ²	\$60.00	1800	\$108,000.00
46	Traffic Sign Base				
46.1	Urban Traffic Sign Post	ea	\$450.00	10	\$4,500.00
47.1	Adjust Existing Structures to Grade				
47.1.1.1	0 - 250 mm adjustment - MH shaft	ea	\$700.00	14	\$9,800.00
47.1.7	Type 3 Water Valves	ea	\$650.00	20	\$13,000.00
47.2.9	Replace w/ HS-21 frame and grate (includes adjustment)	ea	\$1,100.00	8	\$8,800.00
48	Type 2 Gravel or Surge Rock Below Subgrade (Provisional 20%)	m ³	\$50.00	350	\$17,500.00
49	Driveway Reinstatement				
49.2	Driveway Reinstatement, Asphalt - 65 mm	m ²	\$60.00	50	\$3,000.00
Landscaping					
50	Topsoil and Sod				
50.1	Topsoil and Sod - 150 mm thick	m ²	\$11.00	1600	\$17,600.00
52.1	Trees	ea	\$550.00	12	\$6,600.00
57.6	Bollard - 91 mm Steel Pipe	ea	\$600.00	6	\$3,600.00
Additional Items					
65	Pavement Markings				
65.1	Lines				
65.1.1	White Solid Single Line	m	\$1.50	170	\$255.00
65.1.2	White Broken Single Line	m	\$2.00	785	\$1,570.00
65.1.3	Yellow Solid Single Line	m	\$1.50	710	\$1,065.00
65.1.5	Yellow Solid Double Centerline	m	\$3.00	100	\$300.00
65.2	Stop Bars	m	\$13.00	45	\$585.00
65.4	Crosswalks	m	\$11.00	70	\$770.00
65.6	Hatching	m ²	\$13.00	200	\$2,600.00
65.8	Arrows	ea	\$50.00	16	\$800.00
Electrical					
Miscellaneous					
90	Project Information Sign	ea	\$400.00	2	\$800.00
94	Tactile warning surface indicator	m	\$400.00	25	\$10,000.00
Subtotal:					\$659,365.00
Contingency					0%
Net HST:					4.206%
Total Project Cost:					\$687,625.38

SCHEDULE C

CONTRIBUTION PAYMENT SCHEDULE

SUBMITTED BUDGET

Construction Quote	\$ 659,365.00
Engineering Design & Tender	HRM in-kind
Construction Allowance	\$ 98,904.75
City administration	\$ 11,375.00
RST applicable	\$ 32,500.00
Total Construction Costs	\$ 802,144.75

CONTRIBUTION ALLOAWABLE

Total Construction Costs	\$ 802,144.75
DND contingency (10%)	\$ 80,215.25
Total Allowable Contribution	\$ 882,360.00

PAYMENT SCHEDULE

Initial cheque –	\$ 661,770.00
Holdback –	\$ 220,590.00
Total Allowable Contribution	\$ 882,360.00

Any eligible expenses over and above the submitted budgeted amount must be approved by Her Majesty prior to committing funds. Maximum expenditures shall not exceed 'Total Allowable' Contribution.

SCHEDULE D

HRM REPORT TO COUNCIL – DATED SEPTEMBER 18, 2018



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 14.1.6
Halifax Regional Council
September 18, 2018

TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY: Original Signed

Jacques Dubé, Chief Administrative Officer

DATE: September 7, 2018

SUBJECT: Barrington Street Complete Streets Project

ORIGIN

This report originates from staff.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter, section **318 (2)** In so far as is consistent with their use by the public, the Council has full control over the streets in the Municipality.

Halifax Regional Municipality Charter, section **322 (1)** The Council may design, lay out, open, expand, construct, maintain, improve, alter, repair, light, water, clean, and clear streets in the Municipality.

RECOMMENDATION

It is recommended that Halifax Regional Council:

1. Direct staff to maintain the current temporary configuration of Barrington Street from North Street to Niobe Gate as three travel lanes, a sidewalk and a temporary multi-use pathway over the winter 2018/19 to enable further planning and pilot testing of new configurations for transit and active transportation.
 2. Direct staff to include the Barrington Street Greenway Extension as part of the 2019/20 capital planning process.
-



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 14.1.6
Halifax Regional Council
September 18, 2018

TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY: Original Signed

Jacques Dubé, Chief Administrative Officer

DATE: September 7, 2018

SUBJECT: Barrington Street Complete Streets Project

ORIGIN

This report originates from staff.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter, section **318 (2)** In so far as is consistent with their use by the public, the Council has full control over the streets in the Municipality.

Halifax Regional Municipality Charter, section **322 (1)** The Council may design, lay out, open, expand, construct, maintain, improve, alter, repair, light, water, clean, and clear streets in the Municipality.

RECOMMENDATION

It is recommended that Halifax Regional Council:

1. Direct staff to maintain the current temporary configuration of Barrington Street from North Street to Niobe Gate as three travel lanes, a sidewalk and a temporary multi-use pathway over the winter 2018/19 to enable further planning and pilot testing of new configurations for transit and active transportation.
2. Direct staff to include the Barrington Street Greenway Extension as part of the 2019/20 capital planning process.

EXECUTIVE SUMMARY

Barrington Street between North Street and Devonshire Avenue has been reduced from four lanes to three since May, 2018, to facilitate the replacement of a retaining wall by the Department of National Defense. This report recommends maintaining three travel lanes in this area until spring 2019, in conjunction with providing transit priority at the Barrington Street and North Street intersection. This will allow staff to monitor the impact of three lanes on a permanent basis.

In the 1970's, plans were made to widen Barrington Street to 4 lanes between the Macdonald and MacKay Bridges based on projected traffic volumes. Today's traffic volumes do not meet the 1972 projections that were expected to be achieved by the early 1990's.

It is predicted that the overall impact on buses, trucks, and traffic will not be significant. This is because the current four lanes are very narrow and do not provide adequate space for the large volumes of trucks and buses that use this section of Barrington Street.

In addition, if three lanes are maintained, road safety can be improved, an important all ages and abilities (AAA) active transportation (AT) connection can be established, and transit priority can be incorporated.

The temporary measures can be accommodated within existing budgets. The estimated capital cost of \$700,000 – to make the three lanes, the AAA connection and the transit priority measures permanent – will be proposed for inclusion in the 2019/20 capital budget.

This report provides the background and discusses the opportunities and challenges in detail.

BACKGROUND

The section of Barrington from North Street to Devonshire Street was identified in Making Connections: 2014-19 Halifax Active Transportation Priorities Plan as an “envisioned greenway”. The term “envisioned greenway” means the feasibility of constructing an off-street trail is not certain.

In addition, the *Integrated Mobility Plan (IMP)* identified this section of Barrington Street on the priority connections map for multi-use pathways as a priority planning project. This planning was included in the 2018/19 capital account CTU00420.

Barrington Street is the primary street connecting downtown Halifax to the Macdonald Bridge, the MacKay Bridge, and the Fairview Overpass through to Bedford, and also acts as the primary truck route to and from the Halterm container terminal. The street cross-section varies from 4-lanes south of Devonshire Avenue, to 3-lanes between Devonshire Avenue and Richmond Street, and 2-lanes north of Richmond Street to the MacKay Bridge.

In 1972, the Halifax-Dartmouth Metropolitan Area Planning Committee commissioned a transportation study to address traffic growth and predict future traffic volumes. The study predicted that the volume of traffic between the Macdonald Bridge and Cogswell Street would rise to 52,000 vehicles per day by 1993 and recommended a plan to widen Barrington Street to 4 lanes between the Macdonald and MacKay bridges, to connect with the 4-lane cross section south of North Street and the Cogswell Interchange.

In 1990, the City of Halifax commissioned a functional design study for a 4-lane divided arterial road, with a 70 km/h design speed, and a 24m right of way. In 2016, the traffic volumes between the Macdonald Bridge and Cogswell Street had still only risen to 33,000 vehicles per day.

In the early 2000s, this section of Barrington Street between Devonshire Avenue and North Street was converted from three lanes to four lanes by reducing the width of the lanes to an average of 3.0m, with some areas as narrow as 2.7m. This has proven to be problematic for high volumes of buses and trucks.

The Department of National Defence (DND) is currently replacing a retaining wall along the east side of Barrington Street between North Street and Devonshire Avenue, and the roadway has been reduced to 3-lanes since May 2018, as a construction encroachment was necessary to complete the retaining wall repairs. The Municipality has used this as an opportunity to monitor the impact of the lane reduction at the

intersection of Barrington Street and North Street, and understand how the intersection functions as a 3-lane cross-section as compared to the existing 4 lanes.

Rather than replacing the curb and sidewalk back to the previous 4-lane cross section, the curb can be reinstated to include 3 vehicle lanes, sidewalk, and an active transportation (AT) greenway connecting the existing Barrington Street greenway, the future Cogswell Redevelopment greenway, and the future Lower Water Street or Hollis Street protected bike lanes to the Devonshire bike lanes.

The continuity of active transportation, transit, and traffic infrastructure between the Mackay Bridge and downtown Halifax should all be considered in the decision to use this right of way most effectively and work towards achieving the goals in the IMP and the Strategic Road Safety Framework.



Figure 1: Project area shown in yellow square

DISCUSSION

Table 4.1 in the Regional Municipal Planning Strategy (Regional Plan) lists several road network projects within the Region that were thought to be required to meet future vehicles demands subject to a Road Network Functional Plan, and, included the Barrington Street widening project. The Integrated Mobility Plan replaced the Road Network Functional Plan and provides a new lens to evaluate all transportation projects. The road network section of the Integrated Mobility Plan outlines why expanding roads will not solve traffic congestion. As road capacity increases (through widening and expanding roads), additional drivers choose to use the road, creating more traffic and eventually heavier congestion. Therefore, evaluating the road network needs based on “number of people moving capacity” and not “number of vehicle moving capacity” is important.

Existing Conditions

The existing cross section on Barrington Street, between North Street and Devonshire Avenue, has an average street right of way width of 18m that includes 4 traffic lanes and sidewalk on both sides (Figure 2). Lane widths are typically 3.0m wide, with some areas as narrow as 2.7m, with abutting sidewalk approximately 1.5-2.0m wide on each side. This cross section is problematic for several reasons. It creates a safety issue, which is demonstrated by the collision history (188 collisions between 2007-2017, 52 rear-end collisions, 30 same direction sideswipes, and 2 approaching side swipes) and it effectively reduces the

capacity of this section of roadway as most vehicles will not travel side by side, especially with the amount of large vehicles such as buses and trucks travelling this route.

This section of roadway has been identified on the future capital project list for resurfacing. When this street is resurfaced, the number of lanes and width of lanes will need to be re-examined.

The sidewalks also contain utility poles within the intended clear zone, resulting in an estimated effective sidewalk width between 1.0-1.5m abutting the roadway which is not accessible by all users. The existing lane widths and sidewalks do not meet current standards, and this creates safety concerns for all road users.

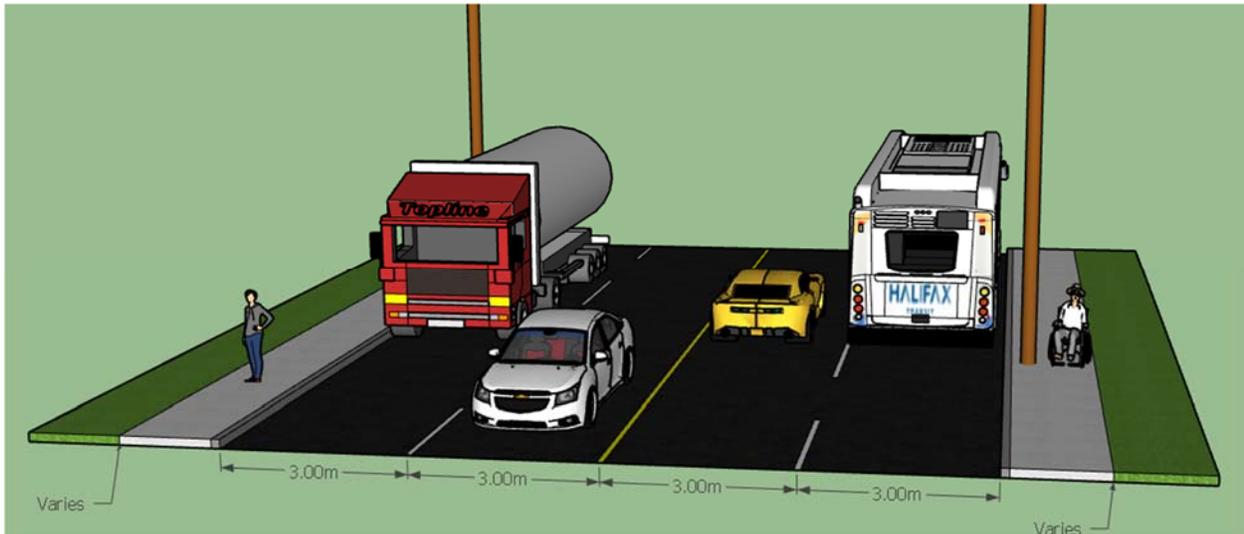


Figure 2: Typical existing cross section – Barrington St, between North St and Devonshire Ave



Figure 3: Picture of existing sidewalk on west side of Barrington St, between North St and Devonshire Ave

Speed data has been collected between Hanover Street and Young Street in May, 2018 after the construction encroachment was installed. The collected data shows the 85th % speeds to be 59 km/h southbound and 67 km/h northbound. The lowest hourly 85th% speed during all dates surveyed was 39

km/h between 7-8AM on May 31st of this year. In other words, even when traffic is congested during the AM peak hours, vehicles are still moving at an appropriate speed.

Changes to Barrington Street have the potential to advance numerous HRM priorities. These are described below.

The Integrated Mobility Plan

By 2031, the IMP aims to increase the number of trips made by AT and transit by 50% above current levels. Barrington Street does not currently provide well connected AT facilities and does not prioritize transit over private vehicles. This project provides an opportunity to make a significant change to a high-profile commuting street that will promote sustainable transportation options, and be a highly visible project that shows a commitment to implement the IMP, while still adequately accommodating private vehicles and truck traffic.

The IMP prioritizes connecting gaps in the AT network (Figure 4). It also defines streets as Transit Priority Corridors, where transit should be given priority over private vehicles. The project area on Barrington Street includes both. To balance both of these needs within the constrained environment, compromises must be made unless there is significant investment in widening the right of way (ROW). Instead of a separated transit only lane, a transit priority phase and a queue jump will be included in the design northbound at the North Street intersection. A peak hour transit lane in the southbound direction, between Glebe Street and North Street, is being investigated.

Strategic Road Safety Framework

The road safety framework was approved by Regional Council on July 17th, 2018. The framework sets out safety goals, objectives and an action plan to guide the Municipality and its road safety partners towards creating safer roads and reducing the number of fatal and injury collisions.

Action #4 of the IMP provides direction to “Implement multidisciplinary safety strategies including the Strategic Road Safety Plan, to maximize the safety and security of all people on the street, with an emphasis on the most vulnerable users.”

Active Transportation (AT)

The section in question is a gap between the existing multi-use pathway between North Street and Cornwallis Street and the existing bike lanes on Devonshire Avenue.

As previously mentioned, this section of Barrington Street has been identified as a section of “envisioned greenway” in the 2014 AT Priorities Plan. The IMP places an emphasis on filling gaps within existing networks (Figure 4). It is not practical or possible to build a multi-use trail within the existing typical ROW width, while maintaining 4-traffic lanes. Currently, the existing sidewalks are approximately 1.5m-2.0m on each side of the street, with abutting curb, and utility poles within the intended clear zone. The abutting properties on both sides of this section of Barrington Street are owned by the Department of National Defence (DND), and there are multiple retaining walls on each side of the street. This 600m section of roadway is not currently considered an All Ages and Abilities facility for either pedestrians or cyclists.

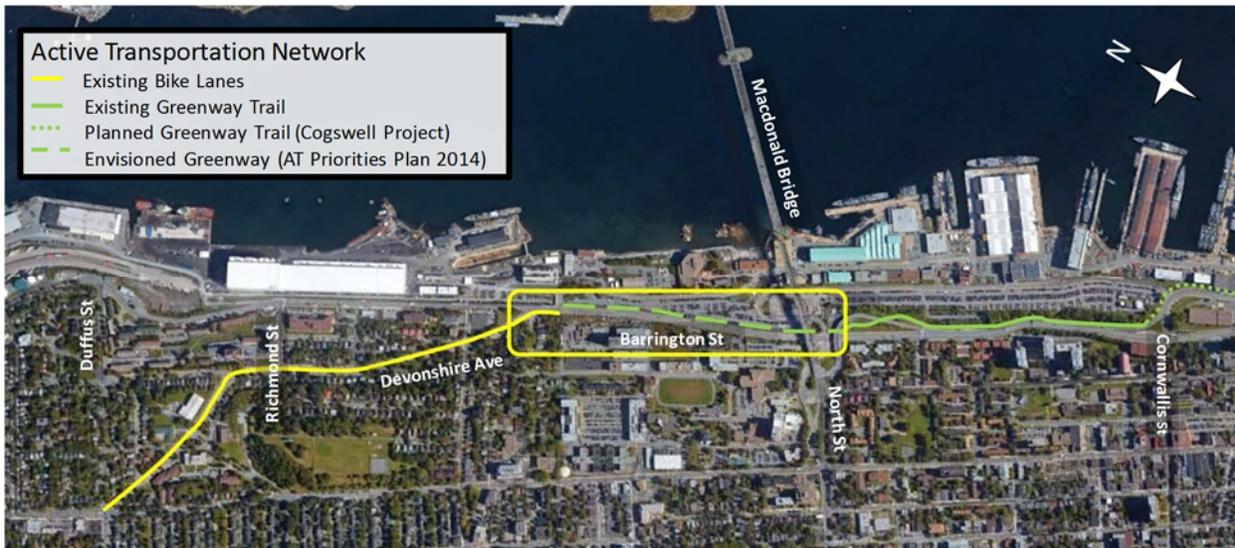


Figure 4: Active Transportation Network

Transit

Barrington Street is an important transit route, and identified as a Transit Priority Corridor in the IMP. Transit service on Barrington Street is planned to increase with the implementation of the Moving Forward Together Plan (MFTP).

Proposed Functional Design

The proposed cross-section replaces the most eastern lane of traffic with a 3m AT greenway (multi-use trail). This would result in two southbound lanes and one northbound lane for vehicle traffic, thereby creating less potential for conflict (Figure 5). This would extend the existing Barrington greenway from North Street to Devonshire Avenue, and connect the existing infrastructure gap with an all ages and abilities (AAA) bicycle facility and pedestrian infrastructure. A grassed boulevard would be incorporated adjacent to the curbs, providing separation between AT infrastructure and vehicular traffic. The boulevard could also allow street trees to be planted, on a street where there are currently no trees.

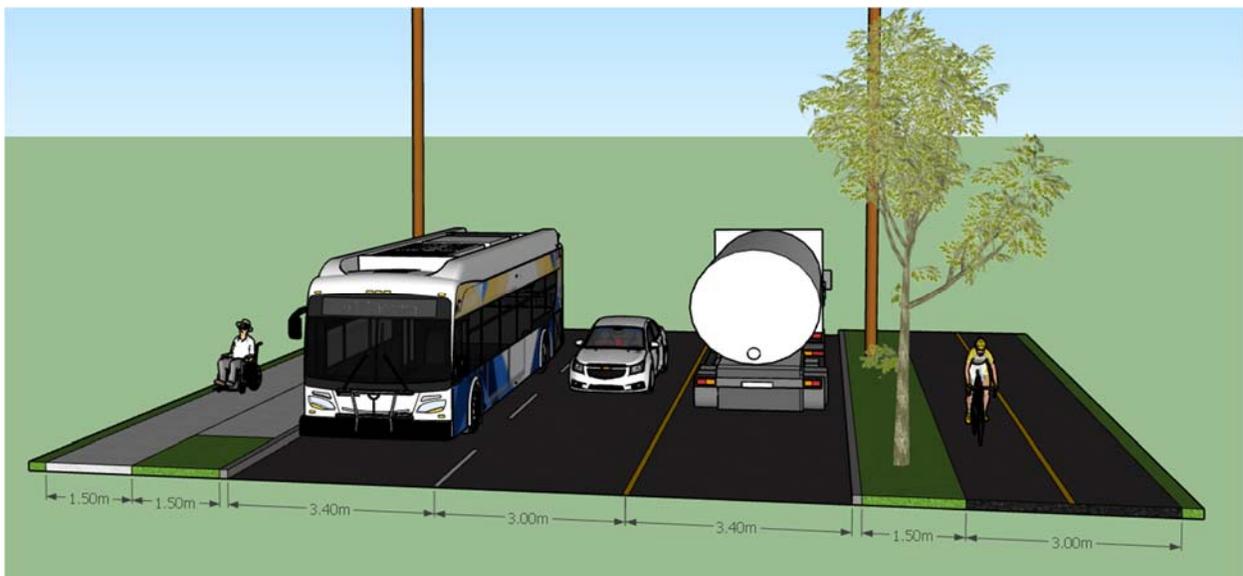


Figure 5: Typical proposed cross-section

Transit priority would also be integrated into the project. Although the AT greenway would reduce the available space for continuous bus lanes along this 600m section of roadway, this infrastructure could still

be considered in the future. The intersection of North Street and Barrington Street prior to the current construction project has a through-left and through-right lane on both the North and South approaches. The proposed configuration would align left turn lanes and a transit priority signal and “right except transit” signage would be added to the traffic signals and the northbound curb lane (Figure 6).

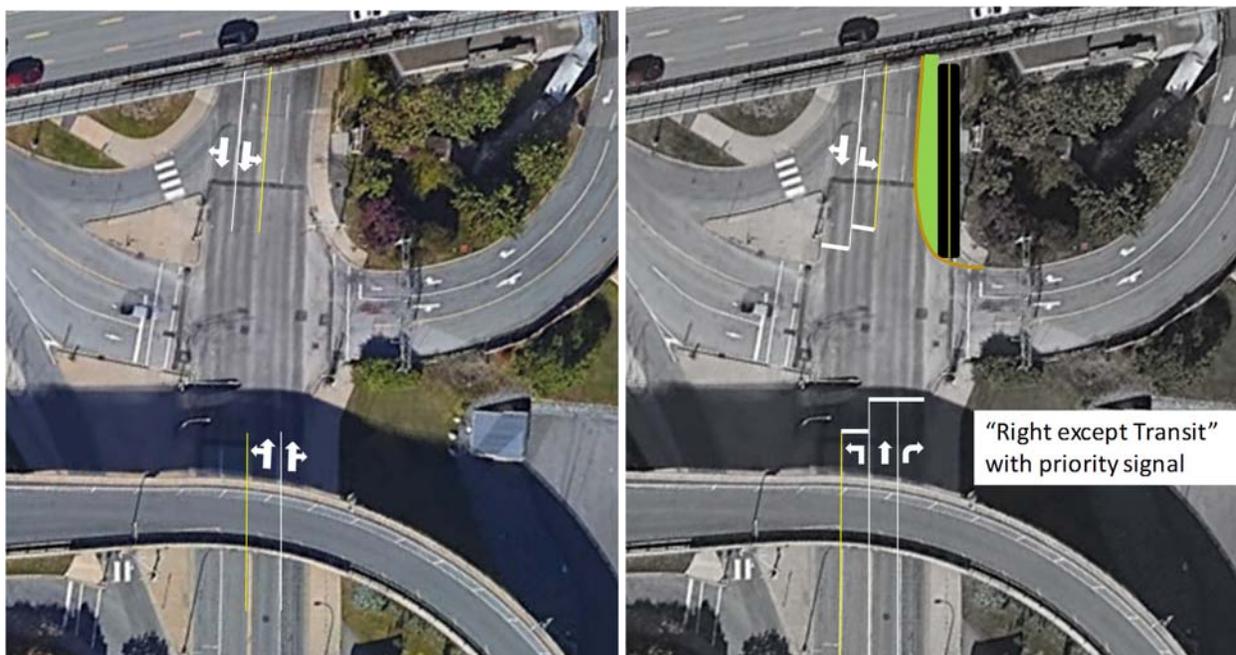


Figure 6: Existing (left) prior to the current construction project and proposed (right) configuration of the intersection of North Street and Barrington Street

As part of this project the bus stop just south of the bridge ramp will be relocated north and consolidated with the stop near North Street (Figure 7). After servicing the previous stop at Cornwallis Street, buses would be able to use the centre lane, instead of waiting in the Macdonald Bridge queue in the curb lane.

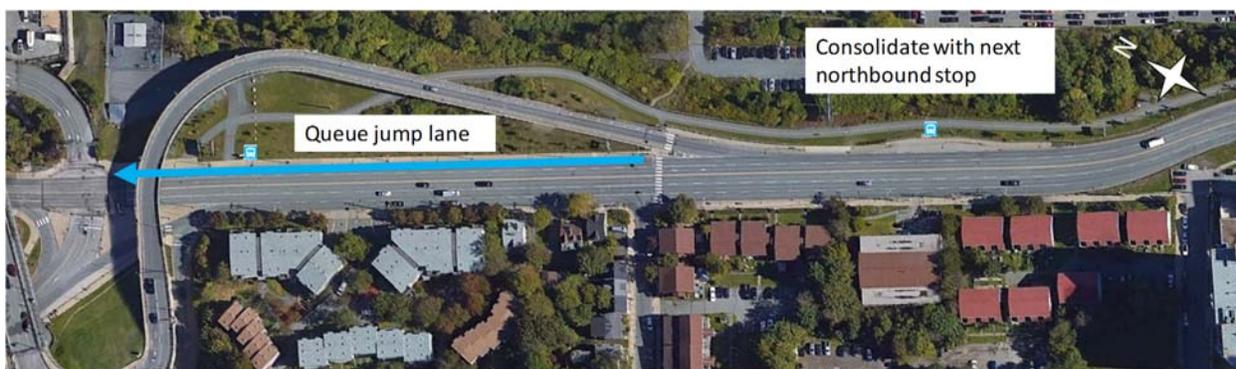


Figure 7: Bus stop relocation for transit time savings

Northbound transit should not be affected significantly by a 3-lane cross-section; by implementing the transit priority signal (queue jump for transit vehicles) and consolidating two bus stops, it is expected that transit service travel time will be less than the current travel time. Once buses get through the intersection at North Street, the Niobe Gate intersection is the only impact to vehicular flow. There are minimal left turns on the northern section of Barrington Street that delay traffic. Traffic can be heavy, but typically has continuous flow.

Southbound transit movement is a concern, but there may be ways to mitigate transit delay. The option for a southbound transit lane between Glebe Street and North Street is currently being reviewed. The curb to curb width north of Devonshire Avenue to Glebe Street is wide enough to accommodate 3-lanes. An inbound morning peak hour bus lane may be possible, with the potential to undertake a pilot project this fall. This pilot would allow staff to observe the impact of this measure on both transit vehicles and mixed traffic. In addition, pending Regional Council approval, transit will have priority on Robie Street in the future,

which provides a parallel alternative to Barrington Street. A southbound transit lane would also lessen the impact to inbound traffic, as buses would not be stopping in the traffic lane to service bus stops, therefore allowing free flow for all vehicles.

Traffic Impacts

Traffic impacts have been monitored and data collected throughout the DND retaining wall replacement project.

Traffic conditions in this area are difficult to model due to the number of buses stopping in traffic, high number of heavy vehicles, and narrow lanes that do not make it comfortable for vehicles to drive side by side, therefore impacting the road capacity.

One of the main impacts of the proposed lane reconfiguration to traffic is queue length. To understand the queue lengths with the construction encroachment in place, time lapse cameras were installed along Barrington Street during the last week of May 2018 for the inbound direction, and the 3rd week of June 2018 for the outbound direction to capture queue lengths. Pictures were taken at 5-minute intervals between 6am and 7pm for multiple weekdays. Observing queues in the inbound direction, time lapse cameras were installed on Barrington Street at Devonshire Avenue, Duffus Street, Glebe Street, and just south of the Mackay Bridge (2.8 kilometers north of the intersection of Barrington Street and North Street.) Photographs from the time lapse cameras demonstrate that on a typical weekday, the inbound queue reached or exceeded the camera near the Mackay Bridge from approximately 08:30 until 09:05, indicating a queue length up to 2.8km or longer for approximately 35 minutes. In the outbound direction, a similar approach was taken with time lapse cameras installed on Barrington Street just south of the Macdonald Bridge ramp, at Gerrish Street, and at Cornwallis Street. Photographs from the time lapse cameras demonstrate that on a typical weekday, the outbound queue reached or exceeded the camera at Cornwallis Street from approximately 16:15 until 17:30, indicating a queue length up to 800m or longer for approximately 75 minutes. This is mostly caused by the vehicles queuing from the Macdonald Bridge ramp.

Active Transportation Benefits

Currently, this section of roadway does not provide a safe or comfortable bicycle facility and, given the narrow lane widths, vehicle speed, and high volume of large vehicles, it is very risky for bicycle use. The installation of the proposed infrastructure would create an important AAA connection in the network and help form a continuous 3 km corridor that connects the north end of the peninsula to the edge of downtown Halifax, upon completion of the Cogswell Interchange Redevelopment Project. A functional planning study will begin shortly to determine how the AT network could connect to Africville Park. It is expected that the study will show that it's possible for this AAA facility to continue north on Barrington St, and connect to Africville Park. With the completion of the Cogswell Interchange Project, a AAA bicycle connection would be complete from the most northern part of the Halifax Peninsula to Terminal Road, in the south end. Future connections to Clayton Park and Bedford will also be explored as well as potentially to Point Pleasant Park.

This connection is a small piece to a larger AAA network that would make cycling a very attractive alternative for many residents with the Municipality, and is expected to benefit the non-auto mode share targets identified in the IMP.

Transit Benefits

Transit travel times were reviewed to determine the impact of the 3-lane cross-section. GPS data was gathered from transit routes 29, 84, 85 and 185, which travel inbound and outbound on Barrington Street between the Macdonald Bridge and the Mackay Bridge, with all day service. Route 29 travels as far as Duffus Street, and routes 84, 85, and 185 travels across the MacKay Bridge to Sackville. Travel time data from the first two weeks of May, before changes were implemented, was compared to the same data for the last week of May and first week of June, to infer the effects of the changes on transit service.

The comparison of data from before and after the reduction to three lanes shows a trend of increased average travel times. However, the average inbound delay is between 50 seconds and 2.4 minutes in the AM and negligible in the PM, and on average in the outbound direction between 40 seconds and 3 minutes in the AM and 3 – 4.5 minutes in the PM. However, it should be noted that the travel time data received from Halifax Transit represents a larger segment of each route, and it is possible that fluctuations in travel time could result from incidents or bottlenecks occurring elsewhere on the route.

The delays are based on conditions caused by DND construction and does not include combining the transit stops or the addition of the transit priority phase and queue jump lane at the North Street intersection. Both initiatives will reduce the observed delay for northbound buses, and could improve travel times for transit compared to existing conditions. Adding a southbound bus only lane will significantly reduce delay to buses traveling downtown during the AM peak hours.

Truck Traffic Benefits

Barrington Street is the main truck route in and out of the Halterm Container Terminal.. The container terminal provides a significant economic benefit to the Municipality and generates between 400 and 600 trucks using Barrington Street each day. Reducing the project area cross-section from 4-lanes to 3-lanes could be viewed as a reduction in traffic capacity, which may delay trucks entering and exiting the downtown. Based on the modelling, there will be an increase in intersection delay at the intersection of North Street and Niobe Gate/Devonshire Avenue with a 3-lane cross-section, but reducing to 3 lanes would also allow for appropriate lane widths for a street with high truck volumes. Trucks and buses typically have a width of 2.6m at the wheels, and 3.2m including mirrors. The lane widths within the study area average 3.0m. Because of the narrow lanes, trucks and buses do not typically drive beside each other. They typically operate in an offset manner to avoid conflict. Therefore, the existing 4-lane cross-section within the project area does not have the expected traffic capacity of a typical 4-lane cross-section. The addition of a southbound bus lane will also eliminate buses from blocking trucks while servicing stops during the morning peak hours. During off-peak hours, there is very little impact to truck traffic. It is expected that the impact on truck and general vehicle travel time will be similar to that of buses as noted above.

Stakeholder Engagement

A meeting with the Port of Halifax was held to discuss the challenges and opportunities with this proposal as it relates to the Port. Based on the data provided in this report, the Port does not object to this proposal. In addition, DND has been engaged in the process and staff is working with them to determine construction synergies. They have indicated that this project provides benefits to their staff and are looking to determine if they can contribute more to the capital costs of the project or their reinstatement commitments.

The Department of National Defense is responsible for the reinstatement of the eastern sidewalk that has been temporarily removed under their construction project. If Council approves this project as recommended, an active transportation trail will replace this sidewalk. Cost sharing opportunities with DND are currently being discussed. If Council directs Staff to reinstate Barrington St to its previous cross-section, DND would be responsible for replacing the concrete sidewalk.

Integration with Other Transportation Projects

This project will be integrated into or collaborate with other HRM projects underway or beginning in the near future, such as:

- The *Moving Forward Together Plan* Corridor Route Study: consideration for the routing of Corridor Routes described in the plan.
- Functional study to explore an active transportation connection to Africville Park through the north end of Halifax and along Barrington Street north of Devonshire Avenue (fall 2018 start).
- The Cogswell Interchange Project will extend the urban fabric northerly, slow vehicle traffic entering the downtown, and add a AAA bicycle facility and transit priority. This project will extend the vision further north on Barrington Street.
- The Lower Water St and Hollis St Downtown Bikeway Project is currently under functional design.
- A consultant is currently working on a functional study to explore options to allow northbound buses to access the Macdonald Bridge from the Barrington St bridge ramp.
- The Macdonald Bridge Bikeway Project.
- An RFP has been issued for the Bedford Hwy Functional Planning Study. Active transportation and transit priority are primary considerations for the study. Future projects could connect AT and transit priority from Barrington Street to the Bedford Highway, through the Windsor Street intersection.
- Gottingen Street northbound bus only monitoring and evaluation plan.

FINANCIAL IMPLICATIONS

The total cost to construct new sidewalk on the west side of Barrington St, the active transportation trail on the east side, and paving between North St and Devonshire Ave is estimated at \$700,000. The Municipality's cost would be \$700,000, less any potential cost sharing from DND. Funding for the construction work will be considered as part of the 2019/20 capital budgeting process.

Funding is currently available in capital project # CR180001, Active Transportation, to maintain the current (temporary) configuration of Barrington Street this fiscal year.

All other preparatory and planning work for this project can be accommodated within approved 2018/19 operating budgets.

RISK CONSIDERATION

There are no significant risks associated with the recommendations in this report. The risks considered rate Low.

COMMUNITY ENGAGEMENT

If the recommendation included in this report is approved by Regional Council, staff will conduct a Public Information Session. The results of the Public Information Session, additional data collection, transit priority pilot, as well as the proposed detailed design for approval as a permanent change will be presented to Regional Council in the spring of 2019.

ENVIRONMENTAL IMPLICATIONS

The primary environmental implications of priority to the municipality include water quality, energy consumption and solid waste management. None of these implications are associated with the recommendations of this report.

ALTERNATIVES

1. Regional Council could direct staff to implement the project immediately (subject to identification of available funding) based on the data outlined in this report. This is not recommended for the reasons outlined in the report.

2. Regional Council could direct staff to reinstate Barrington Street to its previous cross-section. This is not recommended as it does not align with the Integrated Mobility Plan or Strategic Road Safety Framework, and includes substandard lane widths and sidewalks. This is not recommended for the reasons outlined in the report.

ATTACHMENTS

None.

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

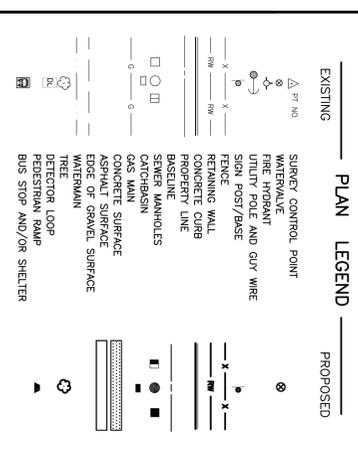
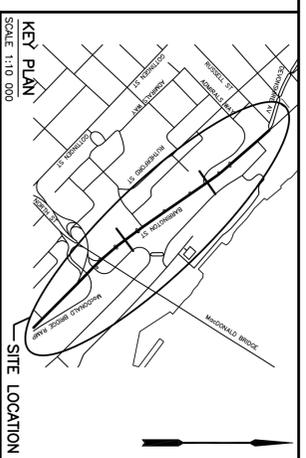
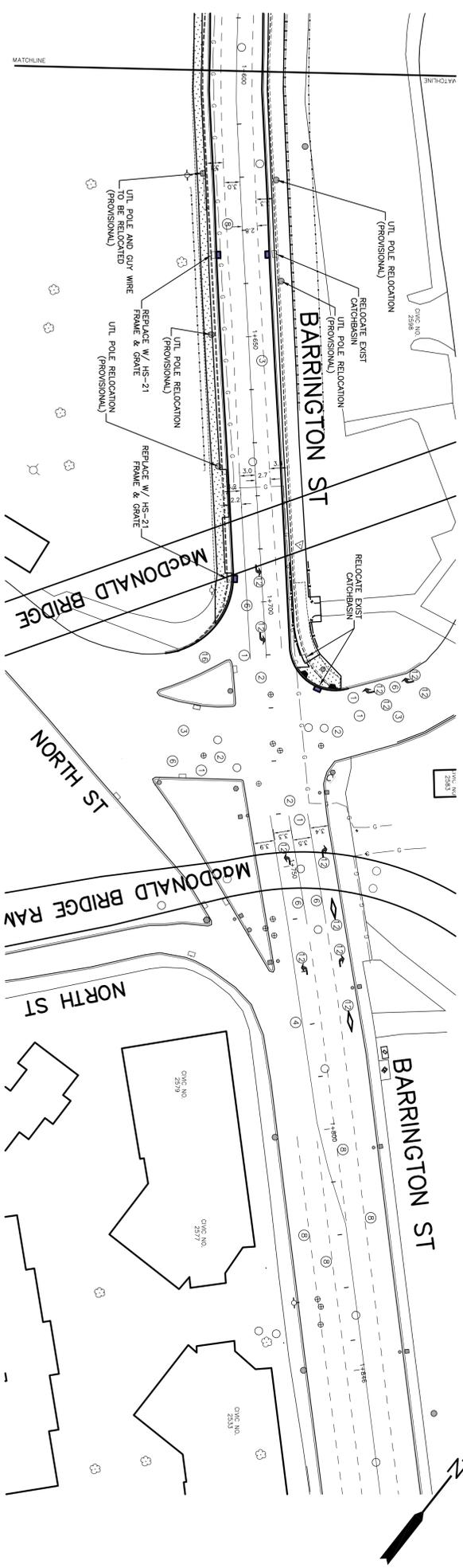
Report Prepared by: Harrison McGrath EIT, Program Engineer, Planning & Development, 902.490.6680

Report Approved by: Peter Duncan, P.Eng, Infrastructure Planning Manager 902.490.5449

Financial Approval by: Jerry Blackwood, Acting Director of Finance and Asset Management/CFO, 902.490.6308

Report Approved by: Bruce Zvaniga, Director of Transportation & Public Works 902.490.4855

Report Approved by: Kelly Denty, Director, Planning and Development, 902.490.4800



NOTES

1. PLAN VALUES ARE BASED ON THE NOVA SCOTIA COORDINATE REFERENCING SYSTEM.
2. ALL WORK IS TO BE DONE IN ACCORDANCE WITH HRA CONTRACT DOCUMENTS.
3. ALL UTILITIES TO BE DELETED OR RELOCATED SHALL BE IDENTIFIED IN THE FIELD BY THE ENGINEER.
4. UTILITY INFORMATION IS APPROXIMATE ONLY. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL UTILITIES AND LOCATIONS PRIOR TO START OF WORK.
5. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS REQUIRED TO PERFORM WORK AND TO COMPLY WITH ALL APPLICABLE ENVIRONMENTAL REGULATIONS.
6. WHERE DISCREPANCIES ARE NOTED BETWEEN THE DRAWINGS AND FIELD CONDITIONS, THE CONTRACTOR SHALL CONFIRM ALL EXISTING DIMENSIONS AND LOCATIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
7. THE CONTRACTOR SHALL CHECK AND VERIFY ALL PROPOSED DIMENSIONS BEFORE PROCEEDING WITH CONSTRUCTION. ANY ADJUSTMENTS WILL BE MADE BY THE CONTRACTOR AT HIS OWN RISK.
8. CONTRACTOR IS RESPONSIBLE FOR SETTING GRADES AND LAYOUT CONTROL POINTS.
9. TRAFFIC SIGNS ARE NOT TO BE REMOVED OR REPLACED WITHOUT AUTHORIZATION FROM THE TRAFFIC AUTHORITY AND THE ENGINEER.
10. NOT TO BE REMOVED WITHOUT PERMISSION FROM THE ENGINEER.
11. WORK IN THE IMMEDIATE AREA OF A NOVA SCOTIA COORDINATE MONUMENT ANY COSTS IF MONUMENTS ARE DISTURBED IS RESPONSIBLE FOR CONTRACTOR.
12. AT COMPLETION OF WORK, REINSTATE ALL DISTURBED SURFACES TO THE ORIGINAL FINISH GRADE.
13. WATER VALVE BOX EXTENSION SHALL BE 125 mm AND THE MINIMUM LENGTH OF A VALVE BOX EXTENSION SHALL BE 300 mm. CONTRACTOR TO CONSULT APPROPRIATE AGENCIES FOR ANY SPECIAL REQUIREMENTS.
14. PRODUCT TO BE USED WITH TAMPERS WHEN OPERATIONS DEPARTMENT STAFF.

REVIEWED AND APPROVED FOR TRAFFIC SIGNALS AND PAVEMENT MARKINGS
 for TRAFFIC AUTHORITY _____ Date _____

No.	Date	Revision	Description	Appr'd
1	JUL 13, 2018	ISSUED FOR	PRETENDER DESIGN REVIEW	AM
2		ISSUED FOR	CONSTRUCTION	
3				

HALIFAX

BARRINGTON STREET
 DEVONSHIRE AV TO NORTH ST
 HALIFAX – WEST COMMUNITY

MULTI – USE TRAIL

Date	JUL 12, 2018	Drawn	JTW	Tender No.	18-000
Scale	Horz: 1:500	Vert: 1:50	Survey No. 18H0017	ALNORTH CONSULTANTS LTD.	
Reference	DATUM: WAD83(GRS)		EPOCH: 2010.0		
Checked	NAME		DRAWING PRODUCTION		
	VERT: CAN2013		Drawing No. 18000000		