TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED 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
DND Contribution Agreement:
Barrington St. Complete Streets Project
Council Report - 5 - March 5, 2019

Report Approved by: Kelly Denty, Director of Planning & Development, 902.490.4800

Report Approved 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

_________________________ per:  ______________________
Witness

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

SIGNED at __________________, this ___ day of ________, 2019.

THE HALIFAX REGIONAL MUNICIPALITY

_________________________ per:  ______________________
Witness

Mayor

_________________________ per:  ______________________
Witness

Municipal Clerk
SCHEDULE A

Plan Drawing
### SCHEDULE B

**CONSTRUCTION PACKAGE DOCUMENTATION**

**CONCEPT DESIGN PACKAGE – DATED JULY 12 2018**

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**SUBSTANTIVE COST ESTIMATE – DATED JULY 12, 2018**

#### Halifax Regional Municipality

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<th>Item No.</th>
<th>Description</th>
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**Total Project Cost: $959,540.00**
SCHEDULE C

CONTRIBUTION PAYMENT SCHEDULE

SUBMITTED BUDGET

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CONTRIBUTION ALLOAWABLE

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<td>Total Allowable Contribution</td>
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PAYMENT SCHEDULE

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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

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.
TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY: Jacques Dubé, Chief Administrative Officer

DATE: September 7, 2018

SUBJECT: Barrington Street Complete Streets Project

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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](image)

**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](image)

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](image)

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.
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.

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).

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.

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 be 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.

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