

TO: Mayor Savage and Members of Halifax Regional Council

Original Signed by 

SUBMITTED BY: _____
Jacques Dubé, Chief Administrative Officer

DATE: October 7, 2021

SUBJECT: **Award - Unit Price Tender No. 21-237, Burnside Business Park – Phase 13-1**

ORIGIN

This report originates with:

Regional Council's priority outcomes on economic prosperity and Corporate Real Estate's program delivery plan for the continued supply of new industrial park lot inventory.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter, S.N.S. 2008, c.39 provides:

Business and industrial development

71(1) The Municipality may:

- (a) solicit and encourage the establishment and development of new, and the establishment, development and expansion of existing institutions, industries and businesses in and around the Municipality.

Municipal expenditures

79A (1) Subject to subsections (2) to (4), the Municipality may only spend money for municipal purposes if (a) the expenditure is included in the Municipality's operating budget or capital budget or is otherwise authorized by the Municipality; (b) the expenditure is in respect of an emergency under the Emergency Management Act; or (c) the expenditure is legally required to be paid.

(4) The Municipality may authorize capital expenditures that are not provided for in its capital budget if the total of such expenditures does not exceed the greater of (a) the amount authorized to be transferred from the operating budget to the capital budget under subsection (3); (b) the borrowing limits established for the Municipality under Section 109; or (c) the amount withdrawn from a capital reserve fund under subsection 120(4).

HRM Procurement Administrative Order (2020-004-ADM)

Award Authority

28(1) The approval authority limits for the awarding of contracts are as follows:

Method	Manager	Director	CAO	Council
...				
Competitive Procurement	Per delegation of authority from Director [not to exceed \$100,000]	\$100,000	\$1,250,000	Any amount
...				

Signing Authority

29(2) The authority to execute procurement contracts on behalf of the Municipality is as follows:

Position	Signing Authority
CAO	Any Contract
...	

Contract Amendments

32(7) The approval and signing authority limits for cumulative contract amendments are as follows:

Position	Approval Authority
...	
CAO	(a) \$20,000 or (b) a 20% increase to the originally approved contract amount, whichever is greater.
...	
Council	Any amount

Appendix A – Exemptions

Approval Authorities

2. Unless stated otherwise, addressed in another policy, or delegated by the CAO, the approval and execution of expenditures that are exempt from the application of this Administrative Order are subject to the following authority limits:

Position	Signing Authority
...	
CAO	Any Amount

RECOMMENDATIONS

It is recommended that Halifax Regional Council:

1. Suspend the rules of procedure under Schedule 2, the Audit and Finance Standing Committee Terms of Reference, of Administrative Order One, the Procedures of the Council Administrative Order, requiring the Standing Committee to review and make recommendations on proposals coming to the Council outside of the annual budget or tender process;
2. Approve a withdrawal from Q616 Burnside/Industrial Park Expansion Reserve in the amount of \$25,378,535.26 and approve a budget increase of \$25,378,535.26 to Capital Account No. CQ000008 – 'Burnside and City of Lakes Development' with funding from Q616 Burnside / Industrial Park Expansion Reserve to fund the balance of Tender No. 21-237 as outlined in the Financial Implications section of this report.
3. Approve a budget increase of \$416,533.16 (No net HST, 100% recoverable) to Project Account No. CQ000008, Burnside and City of Lakes Development, funded through cost sharing with Heritage Gas, as outlined in the Financial Implications section of this report.
4. Award Tender No. 21-237, Burnside Business Park – Phase 13-1, to the lowest bidder meeting specifications, Brycon Construction Limited for a Total Tender Price of \$29,036,000 (No Net HST, 100 % Recoverable) from Project Account No. CQ000008, Burnside and City of Lakes Development as outlined in the Financial Implications section of this report.
5. Authorize, as per the Financial Implications section of this report, the appointment of Englobe Corp. (highest scoring proponent of RFP 18-314 for Design and Construction Inspection Services for Burnside Phase 13) for construction inspection services, in the amount of \$1,721,160 (no HST included, 100% recoverable);
6. Approve an increase to the Design Services component of RFP No. 18-314 Consulting Services - to Englobe Corp. (P.O. No. 2070810368) in the amount of \$38,060 for change orders 5 and 6 (No Net HST, 100 % Recoverable); and
7. Authorize the CAO to enter into agreements, as per the Discussion section of this report, payment to Ducks Unlimited for the compensation of altering wetlands in the amount of \$ 201,825 (No HST Included, 100% recoverable); and payment to Halifax Water (HW) for inspection and review of water, storm and sanitary sewer infrastructure, in the amount of \$71,258.40 (no HST Included, 100% recoverable).

BACKGROUND

2020 Halifax industrial Employment Lands Strategy

In 2020 the Halifax industrial Employment Lands Strategy was completed as part of strategic planning for municipal industrial lands and to inform the Regional Plan Review.

Watson & Associates Economists Ltd., in association with WSP Canada Inc., was retained by HRM Corporate Real Estate Division (CRE) to prepare the Halifax Industrial Employment Lands Strategy (IELS). The goal of this assignment is to provide a comprehensive long-term review of Halifax's industrial employment land needs to inform the Regional Plan, to help HRM compete for industrial employment, and to provide data and guidance to support Regional Council's Economic Development priorities.

Industrial employment lands are an integral part of Halifax's economic development potential and accommodate a significant share of the Municipality's businesses and employment. In contrast to other land uses (e.g. commercial and mixed-use areas), industrial employment lands accommodate export-based employment sectors that cannot be easily accommodated in other areas of the Municipality.

Development typically accommodated on industrial employment lands generates strong economic multipliers and high-quality employment opportunities, which can improve local socio-economic conditions (i.e. live/work opportunities). Furthermore, achieving non-residential growth adds to a community's assessment base. Industrial development also tends to produce more positive net fiscal benefits for the community than other types of development (e.g. residential and retail). Through development of its industrial employment land base, HRM will be better positioned to build more balanced, complete, and competitive communities. For Halifax to continue to be competitive and attractive to a broad range of industrial and commercial sectors, HRM needs to ensure that it has a sufficient supply and market choice of serviced industrial employment lands.

The competitiveness of HRM's export-based economy is partly determined by the availability and quality of its developable industrial employment lands. One of the most important site selection criteria that can be influenced by HRM is an ample supply of suitable, vacant, serviced (and serviceable) industrial land that is available for purchase and absorption. Market choice of shovel-ready industrial lands and potential for future expansion are key factors in the industrial site selection process. It is recommended that a minimum five-year supply of serviced industrial lands (by various sizes, zoning, and locations) be available at all times throughout the forecast period.

Demand Analysis

Over the past five years, development within Halifax's Industrial Parks has accounted for 44% of municipal-wide non-residential development, expressed in building gross floor area, comprised largely of industrial space as well as some commercial and institutional building development. Over the past decade, approximately 564 net acres (228 ha) of industrial employment lands have been absorbed in Halifax, averaging approximately 54 net acres (22 net ha) per year.

Future demand for industrial employment lands within Halifax is ultimately driven by forecast employment growth. Over the 2019 to 2039 forecast period, Halifax's employment base is expected to expand by approximately 21%, increasing to 262,500 jobs in 2029, and 282,400 jobs in 2039. Employment growth over the period is expected across a wide range of sectors driven by continued diversity of the regional economic base and steady local population growth. The industrial employment base is forecast to account for approximately 25% of total employment growth. HRM's industrial employment lands are anticipated to accommodate 36% of the total employment growth over the 2019 to 2039 forecast period, totaling approximately 17,500 jobs.

Industrial land demand (absorption) is forecast to total approximately 1,052 net acres (426 net ha) over the 2019 to 2039 period, representing an average of 53 net acres (21 net ha) per year. HRM current inventory available for purchase sits at four lots representing 16 acres. The supply of zoned and serviced Municipal industrial holding lands, including the subject Phase 13-1, is currently at 320 net acres which is forecasted to be depleted within 6 years.

The current industrial market is not unlike the current housing market where supply and resources have not kept pace with demand and continued economic growth. There was not unforeseen and in part a result of delay in the Provincial highway project opening up lands in Phase 13. Furthermore, the pandemic has also created a global surge in industrial land demand driven by e-commerce and logistics.

It is now more than ever imperative to expedite the processes for ensuring there is a competitive supply of industrial employment land appropriately planned and designated for both the short and long-term.

DISCUSSION

The development of Phase 13 Burnside Park is being constructed in response to market demand and is planned to be developed in three sub-phases with Phases 13-2 and 13-3 to be subject of future tenders. Phase 13-1 is the largest and most expensive of the three Phase 13 phases and includes key infrastructure that will service all three phases.

Tender No. 21-237 for Phase 13-1 will result in the development of approximately 120 net acres of industrial lot inventory, street and services including natural gas, power, and communications.

- 4 new streets totaling 3.3 kilometers
- 2 kilometers of new AT trail
- 1.8 kilometers of new sidewalk
- 1 new roundabout
- 240 new street trees

Parts of the property to be developed contain wetlands which are protected from development by the *Environment Act*. To enable landowners to develop their own wetlands, the Nova Scotia Department of Environment provides landowners the option of making agreements with Ducks Unlimited Canada to provide sites in other locations and restore them as wetlands as compensation for the loss or diminution of the landowner's wetlands caused by its development. The other option, which is costlier, more time consuming and riskier, is for HRM to find and acquire an appropriate piece of land on which to create new wetland, design it, get it approved by NSE, build it, then monitor it for 5 years and provide reports to NSE every year and then still be responsible for it after 5 years. Thus, staff is recommending that HRM accept NSE's option of entering an agreement with Ducks Unlimited Canada to provide the substitute wetlands. The costs payable by HRM to Ducks Unlimited Canada will be \$201,825 (plus HST which is 100% recoverable). The proposed agreement with Ducks Unlimited Canada and letter of understanding for establishing the alternate wetlands are attached as Attachments 4 and 5. The procurement of this service is considered to be an exemption to the Procurement Policy.

Significant water, storm and sanitary sewer infrastructure must be constructed in the new phase of the Burnside Business Park. Following construction and subdivision approval the infrastructure will be transferred to the Halifax Regional Water Commission "the Commission". As a prerequisite to acceptance of the infrastructure, during construction the project will be inspected and reviewed by the Commission at the expense of the Municipality as the developer. The cost to HRM will be approximately \$71,258.40 (no HST included - 100% recoverable). The proposed Systems Agreement between the Commission is set out in Attachment 6. The procurement of this service is considered to be an exemption to the Procurement Policy.

Change Order #5 is a result of redesign of culvert crossings for three culverts to accommodate Department of Fisheries and Oceans (DFO) additional requirements and avoid compensation for destruction of fish habitat. This work also requires the consultation of fish biologist as required to provide habitat assessment and review and advise on DFO requested fish passage preferences beyond that accommodated in the present design that was designed as per DFO's Guidelines for the design of fish passage for culverts in Nova Scotia.

Change Order #6 is a result of changes requested by Halifax Water to the lift station chamber which increased the size of the chamber to that which is not available as a precast option from suppliers. Therefore, cast in place chamber had to be designed.

The municipal investment in developing the subject lands is fully funded by the Reserve Q616 Business/ Industrial Parks Expansion which in turn is funded through the market sale of industrial lots. This is a pay as you go, or self-funding model.

Lot Pricing

The minimum lot unit pricing shall be subject to a separate approval report to Council. The complete Phase 13-1 lot inventory is expected to generate in excess of \$40 million in gross sales revenue. Upon sale and full development of the new lot inventory Phase 13-1 is anticipated to generate in excess of \$130 million commercial assessment growth and \$4.6 million in annual commercial property tax.

Additional Infrastructure Costs

Phase 13 Construction Projects completed to date include Phase 13-1 Tree Clearing & Grubbing at \$145,860 (no HST included, 100% recoverable) and NSTIR Construction Agreement 2020-025 of a Services Conduit under Highway 107 at \$678,960. Phase 13 will also require a pressure boosting station which will be subject to a separate Tender anticipated to be called in Fall 2021 with a current estimated cost of \$1,400,000. There will also be a cost to install Nova Scotia Power infrastructure. However, the cost was not available at the time of this report. A portion of the cost is refunded once a certain level of development is reached.

As part of its development, HRM is required to provide a second loop water system to Phase 13. Early in the Phase 13 Concept/Design process, Halifax Water requested that instead of HRM designing and constructing this second loop system on its own, that HRM pay a cost contribution to Halifax Water's planned water line extension along the Provincial Highway 107 Extension to Bedford/Sackville. The cost share to be equivalent to HRM's estimated cost of constructing the dedicated second loop system on its own as required. HRM's consultant has prepared this cost estimate as the basis and staff are presently working with Halifax Water on the final Cost Share Agreement which will be subject to final Municipal approval.

On February 14, 2019 the Chief Administrative Officer awarded the design component of Request for Proposal No. 18-314, Burnside Industrial Park - Phase 13 – Design and Construction Inspection Services, to the highest scoring proponent, Englobe / Crandall Engineering Limited, at a cost of \$250,937 (no HST included 100% recoverable).

Significant changes were required to the original concept plan during the preliminary design and coordination with Nova Scotia Transportation and Infrastructural Renewal (NSTIR), Nova Scotia Power (NSP), Bell/Aliant, Heritage Gas and Halifax Water related to the Highway 107 Highway Project which provides access to the municipality's lands in Phase 13. This resulted in the preparation of new Concept Drawings for the purpose of subdivision approval, submitted to HRM in September 2019 along with a change order for \$23,500 (no HST included, 100% recoverable) to complete these drawings.

Following the approval of the new development concept, the original designed 30% submission was revised to reflect the new layout. The new street network layout eliminated a traffic signalized intersection, reduced the length of streets by 585-m, updated lot grading options for flexibility for future sales, updated sanitary sewer layout, provided a less expensive utility easement across Highway 107, updated wetland information and replaced a signalized intersection with a roundabout. This work resulted in an approximate saving of \$3,025,000 to HRM capital and long-term maintenance.

On September 22, 2020, HRM Council approved an increase to contract of \$191,376 (no HST, 100% recoverable) to Englobe / Crandall Engineering Limited to complete the changes to the design.

On October 6, 2020, HRM entered into Construction Agreement 2020-025 with Nova Scotia Transportation and Infrastructural Renewal (NSTIR) to construct the utility easement for water, sewer, gas, power and communication across the future Highway 107 as part of a larger tender that NSTIR was completing.

NSTIR tender closed on October 9, 2020 and was awarded to Dexter Construction Company Limited. HRM's consultant fees for construction inspection were evaluated but not included in the original RFP award report and were to be awarded with each construction phase. The inspection fees for Englobe / Crandall Engineering Limited are 38,780 (no HST, 100% recoverable).

	Comment	Value
RFP 18-314		\$250,937
Change Order #1	Revise Concept Plan	\$ 23,500
Change Order #2	Update design	\$ 191,376
Change Order #3	Construction Inspection fees	\$ 38,780
Change Order #4	Not approved	\$ 0
Change Order #5	Culvert Redesign	\$17,325
Change Order #6	Structural Design Lift station valve chamber	\$ 20,735
	Total	\$542,653

Phase 13-1 Tender

Tender No. 21-237 was publicly advertised on the Province of Nova Scotia's Procurement website on July 20, 2021 and closed on August 12, 2021. Bids were received from the following companies:

<u>Name of Company</u>	<u>Bid Price (No net HST, 100% recoverable)</u>
*Brycon Construction Limited	\$ 29,039,000
Dexter Construction Company Limited.	\$ 31,974,960

***recommended bidder**

The scope of work for this tender generally consists of the installation of tree clearing, grubbing, mass excavation and grading of lots, installation of water, sanitary, storm and natural gas mains and street construction including roundabout, gravels, asphalt, curb and gutter, sidewalk, multi-use paths, power, street lighting, trees, and sod.

It is anticipated that work will commence within three weeks of the tender award and be completed by December 16, 2022.

This is a **UNIT PRICE** contract and the cost will be dependent upon the actual quantities measured and approved by the HRM Project Manager.

There are no Local Improvement Charges associated with this work.

FINANCIAL IMPLICATIONS

HRM's industrial land development is a self-funded model whereby the Business Parks Reserve Q616 fully funds the construction of new industrial lot inventory. As the municipal lot inventory is sold, it in turn funds the next phase of development.

Based on the lowest tendered price of \$29,039,000 (no HST included, 100% recoverable), funding is available subject to Council approving a withdrawal from Q616 Burnside/Industrial Park Expansion Reserve

in the amount of \$25,378,535.26 available in the Approved Capital Budget from Project Account No. CQ000008 – Burnside and City of Lakes Development. The budget availability has been confirmed by Finance.

Budget Summary: **Project Account No. CQ000008 – Burnside and City of Lakes Development**

Cumulative Unspent Budget	\$ 7,276,234.98
Plus Unbudgeted Reserve Withdrawal	\$25,378,535.26
Plus Heritage Gas Cost Sharing	\$ 416,533.16
Less Tender No. 21-237	\$ 29,039,000.00
Less HRWC – Inspection Fees	\$ 71,258.40
Less Ducks Unlimited Compensation	\$ 201,825.00
Less Englobe Inspection Fees	\$ 1,721,160.00
Less Englobe Change Order Fees	\$ 38,060.00
Balance	\$ 2,000,000.00

Budget Summary: **Business / Industrial Park Expansion Reserve Q616**

Projected net available balances as of Q1	\$64,896,232
Increase withdrawals	<u>\$25,378,535</u>
Projected net available balances	\$39,517,697

* This project was estimated at \$34,000,000. The balance of funds will be allocated for other Burnside and City of Lakes Development projects.

The initial estimated annual Operating Cost of Capital (OCC) for the additional development is \$137,000.

Road Operations and Construction OCC, which includes regular and winter street, sidewalk, walkway, and tree maintenance, is estimated at \$87,000. Traffic Management OCC, which includes items such as pavement markings, street lighting and signs, is estimated at \$50,000.

RISK CONSIDERATION

There are no significant risks associated with the recommendations of this report.

COMMUNITY ENGAGEMENT

The development of Phase 13 is a Council priority Outcome under economic prosperity.

ENVIRONMENTAL IMPLICATIONS

There are no substantial environmental implications associated with the recommendations in this report. Environmental permits for wetland alteration and water course alterations have been approved by Nova Scotia Environment (NSE) and Department of Fisheries and Oceans (DFO). Tree clearing will take place outside of the nesting time as outlined in the Migratory Bird Act. An approved plan for Erosion and Sediment Control signed by a professional Engineer will be provided by the contractor prior to starting work.

ALTERNATIVES

Regional Council could choose to not approve the award of Tender No. 21-237. This is not recommended

as the tender bid submitted is reasonable and HRM is currently not meeting market demand for new industrial employment land inventory available for purchase and development.

ATTACHMENTS

- Attachment 1 – Location Map
- Attachment 2 – Site Plan
- Attachment 3 – Heritage Gas Cost Share Memo
- Attachment 4 – Ducks Unlimited Wetland Letter of Understanding
- Attachment 5 – Ducks Unlimited Agreement
- Attachment 6 – HRWC Service Agreement

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: John Fawcett, P.Eng., Project Planning & Design, TPW at 490-6824
Michael Wile, Manager, Acquisitions, Disposals and Industrial Lands, Corporate Real Estate, Corporate and Customer Services at 902.476.9162

Report Approved by: Original Signed
Dave Hubley, P. Eng., Director, Project Planning & Design at 490.4845

Business Unit Review: Original Signed
Peter Stickings, Director, Corporate Real Estate, Corporate and Customer Services
902.476.8237

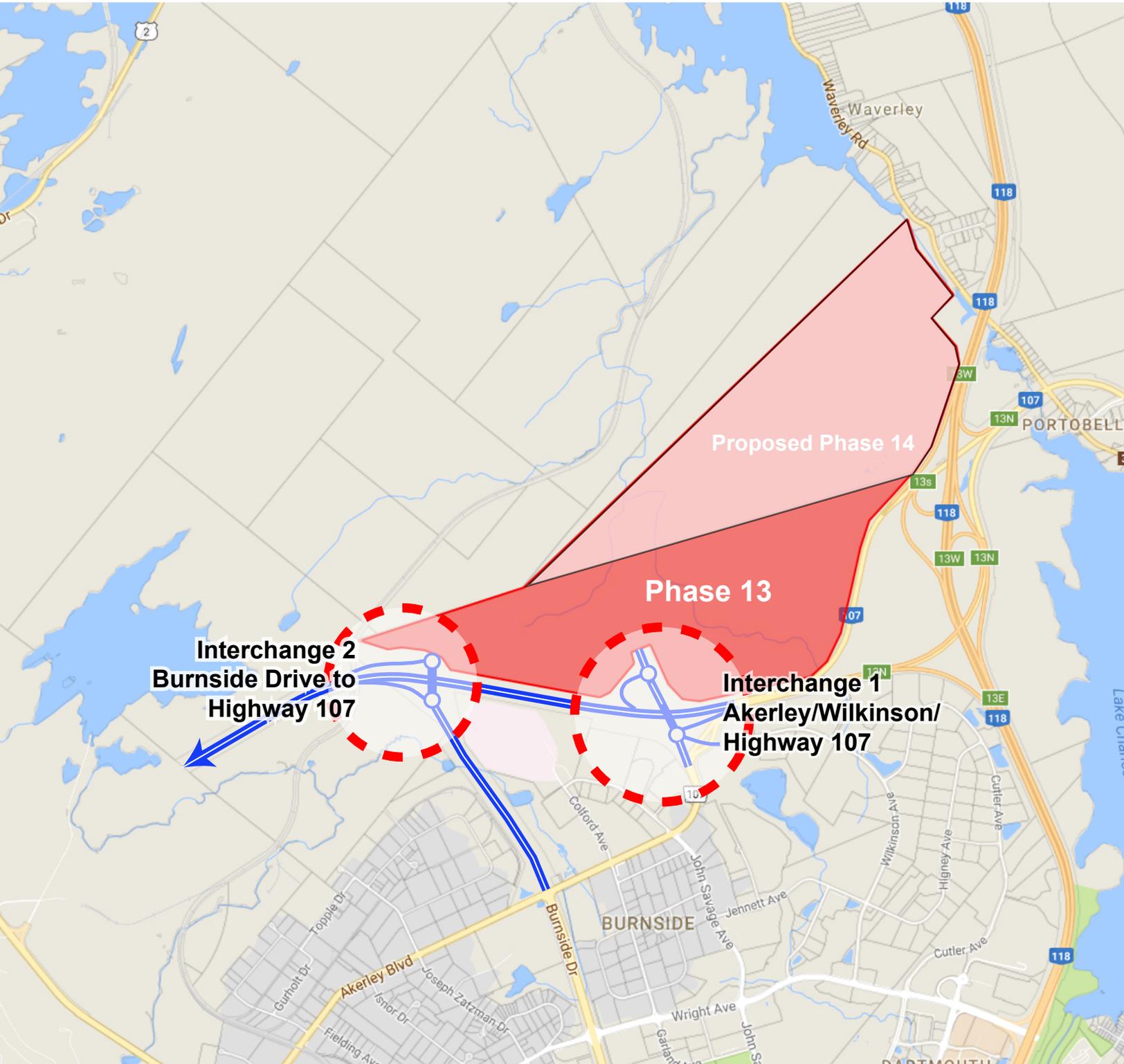
Financial Approval by: Original Signed
Jerry Blackwood, Executive Director, Finance and Asset Management, 902.490.6308

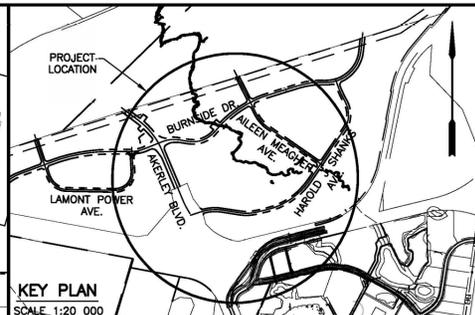
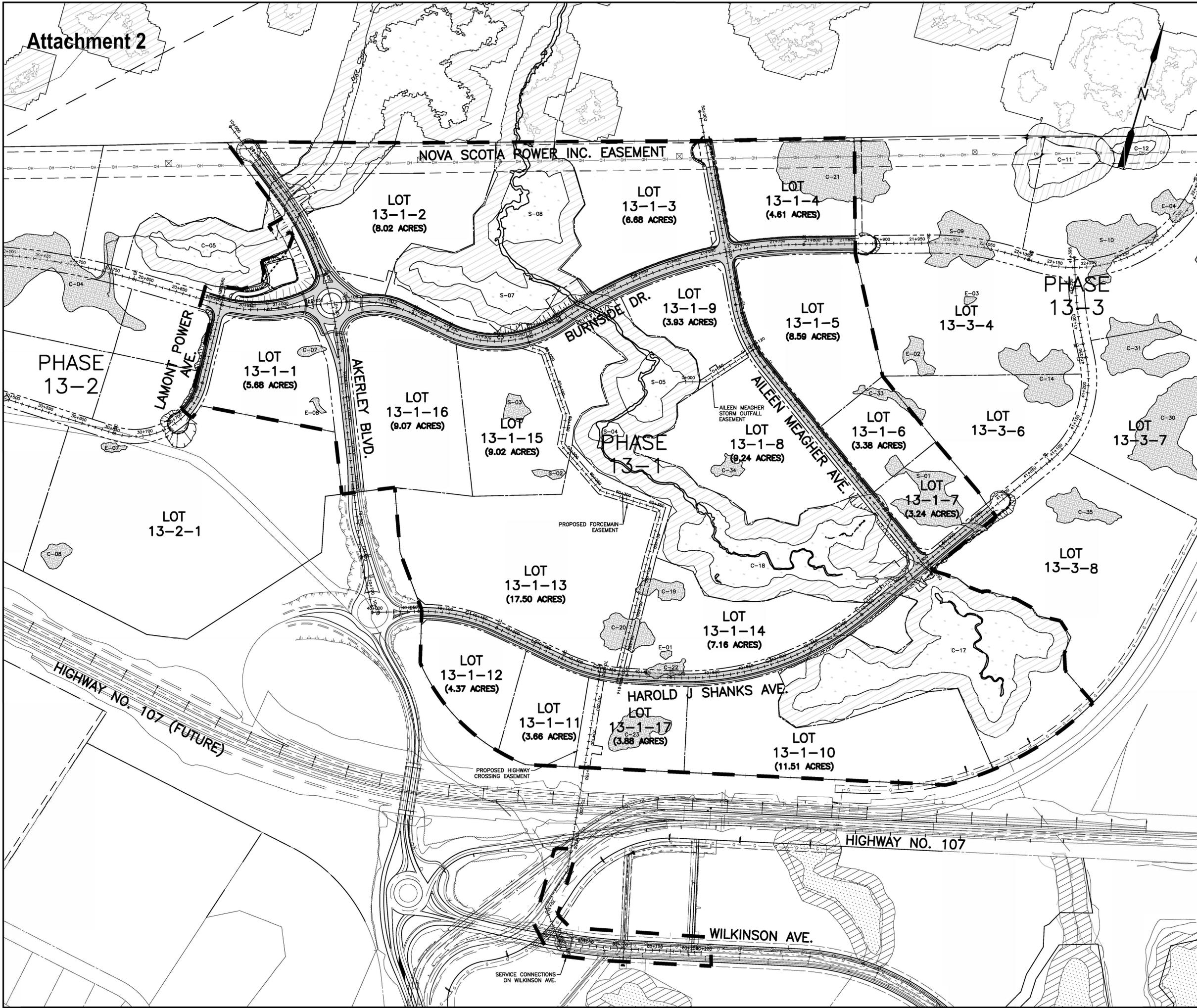
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Report Approved by: Original Signed
John Traves, Executive Director, Legal & Legislative Services 902-490-4219
Original Signed

Procurement Review: Original Signed
Jane Pryor, Director, Procurement, Finance & Asset Management
902.490-4200





KEY PLAN
SCALE 1:20 000

EXISTING	PLAN LEGEND	PROPOSED
△ PT NO	SURVEY CONTROL MARKER	○
○	WATERVALVE	○
○	FIRE HYDRANT	○
○	UTILITY POLE AND GUY WIRE	○
○	TRAFFIC STREET LIGHT	○
○	SIGN POST/BASE	○
---	FENCE	---
---	RETAINING WALL	---
---	CONCRETE CURB	---
---	STREET LINE	---
---	COMBINED MANHOLE & PIPE	---
---	SANITARY MANHOLE & PIPE	---
---	STORM MANHOLE & PIPE	---
---	CATCHBASIN	---
---	GAS MAIN	---
---	CONCRETE SURFACE	---
---	ASPHALT SURFACE	---
---	EDGE OF GRAVEL SURFACE	---
---	WATERMAIN	---
---	TREE	---
---	PEDESTRIAN RAMP	---
---	CONTROLLER BOX	---
---	TRAFFIC SIGNAL POLE	---
---	JUNCTION BOX	---
---	RADAR SYSTEM	---
---	TRAFFIC SIGNAL HEAD	---
---	PEDESTRIAN HEAD	---
---	TRAFFIC SIGNAL CONDUIT	---
---	ELECTRICAL CONDUIT	---
---	STREET LIGHT CONDUIT	---
---	TELECOMMUNICATIONS CONDUIT	---
---	HEDGE	---

- NOTES**
1. PLAN VALUES ARE BASED ON THE NOVA SCOTIA COORDINATE REFERENCING SYSTEM.
 2. ALL WORK IS TO BE DONE IN ACCORDANCE WITH HRM CONTRACT DOCUMENTS.
 3. GRADES SHOWN ARE APPROXIMATE. FINISHED GRADE IS TO BE APPROVED IN THE FIELD BY THE ENGINEER.
 4. UTILITY INFORMATION IS APPROXIMATE ONLY. CONTRACTOR IS RESPONSIBLE TO ARRANGE FOR ON SITE LOCATES WITH ALL UTILITIES PRIOR TO START OF WORK. CONTACT www.info-ex.com AND OTHERS AS REQUIRED.
 5. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS REQUIRED TO PERFORM WORK AND TO COMPLY WITH ALL APPLICABLE ENVIRONMENTAL REGULATIONS.
 6. WHERE EXISTING CONDITIONS ARE SHOWN THEY ARE NOT NECESSARILY ACCURATE OR COMPLETE. 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 ENGINEER AS NECESSARY.
 8. CONTRACTOR IS RESPONSIBLE FOR SETTING GRADES AND LAYOUT CONTROL.
 9. TRAFFIC SIGNS ARE NOT TO BE REMOVED OR REPLACED WITHOUT AUTHORIZATION FROM THE TRAFFIC AUTHORITY AND THE ENGINEER.
 10. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF TREES. TREES ARE NOT TO BE CARRIED OUT BY HAND. THE CONTRACTOR IS RESPONSIBLE FOR ANY COSTS IF MONUMENTS ARE DISTURBED.
 11. WORK IN THE IMMEDIATE AREA OF A NOVA SCOTIA COORDINATE MONUMENT MUST BE CARRIED OUT BY HAND. THE CONTRACTOR IS RESPONSIBLE FOR ANY COSTS IF MONUMENTS ARE DISTURBED.
 12. AT COMPLETION OF WORK REINSTATE ALL DISTURBED SURFACES TO THE SATISFACTION OF THE ENGINEER.
 13. WATER VALVE BOX EXTENSIONS - THE MINIMUM INSIDE DIAMETER OF A VALVE BOX EXTENSION SHALL BE 125 mm AND THE MINIMUM LENGTH OF A VALVE BOX EXTENSION SHALL BE 300 mm. CONTRACTOR TO CONFIRM APPROPRIATE PRODUCT TO BE USED WITH HALIFAX WATER OPERATIONS DEPARTMENT STAFF.
 14. ALL NEW PEDESTRIAN RAMPS TO INCLUDE TACTILE WALKING SURFACE INDICATOR PLATES AS PER HRM DETAIL 131 UNLESS OTHERWISE NOTED.

REVIEWED AND APPROVED FOR TRAFFIC SIGNALS AND PAVEMENT MARKINGS

Appr'd _____ Date _____
for TRAFFIC AUTHORITY

No.	Date	Revision Description	Appr'd
5	SEP 13/21	ISSUED FOR CONSTRUCTION	JFB
4	JUL 09/21	ISSUED FOR TENDER	JFB
3	MAR 04/21	ISSUED FOR PRE-TENDER	JFB
2	JUN 26/20	ISSUED FOR PRE-TENDER 90% DESIGN REVIEW	JFB



HALIFAX

SITE PLAN
BURNSIDE, N.S.

BURNSIDE BUSINESS PARK PHASE 13-1
STREETS AND SERVICES

Date	JUNE 2021	Drawn	GMG	Tender No.	21-237	
Scale	1:2500	Survey No.	117158	Sheet	01 Of 75	
Reference	DATUM PROJ: NAD83(CSRS) EPOCH 2010.0 3' MTM PROJECTION ZONE 5 VERT: CGVD2013				Drawing No.	20009801
Checked	JFB					



PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

MEMORANDUM

DATE: September 9, 2021

TO: John Hawkins, P.Eng.,
President, Heritage Gas

CC: Allison Coffin, P.Eng., Manager Engineering and Construction, Heritage Gas
David Hubley, P.Eng., Manager, Project Planning & Design, HRM
Anne Sherwood, P.Eng., Senior Design Engineer, Project Planning & Design, HRM

FROM: John Fawcett, P.Eng., Design Engineer, Project Planning & Design, HRM

SUBJECT: **Cost Sharing Agreement: Tender No. 21-237, Burnside Phase 13-1**

Tender No. 21-237, Burnside Phase 13-1 closed on August 12, 2021. Prior to tender award, a cost-sharing agreement must be finalized between Halifax Regional Municipality (HRM) and Heritage Gas (HG).

Please find enclosed a summary and break-down of items associated with the installation of natural gas mains and related reinstatement work.

In the most recent discussion on this project, HG has agreed to pay 100% of the cost associated with the natural gas mains and related work. HG also agreed to pay 50% of the reinstatement cost associated with the work (based on unit prices), and 1.5% project overhead and contract administration cost of HG cost share.

Based on the unit prices of the lowest bidder meeting specifications, Brycon Construction Limited, and the above cost-sharing, the estimated HG's costs for Tender No. 21-237 can be summarized as follows:

NATURAL GAS MAINS

Cost for gas main installation and related work (refer to evaluation sheet)	\$	321,675.00
HG share (50%) for reinstatement cost (refer to evaluation sheet)	\$	88,702.50
<i>Subtotal for HG cost share</i>	\$	410,377.50
Overhead and contract administration cost 1.5% of HG cost share	\$	6,155.66
Total Estimated Cost for HG (including Net HST)	\$	<u>416,533.16</u>

Actual cost sharing for this project will be based on final quantities determined during construction. If these terms meet with your approval, please sign in the appropriate location below and return this document to my attention. If you have any questions or concerns, please call me at [REDACTED]

Regards,

[REDACTED]

John Fawcett, P.Eng.
Design Engineer, HRM

[REDACTED]

John Hawkins, P. Eng.
President, Heritage Gas

Sept. 16, 2021
Date

Letter of Understanding

Re: Wetland Compensation requirement for Halifax Regional Municipality, herein referred to as Proponent, at 1841 Argyle St., Halifax NS, Halifax County, Nova Scotia.

Nova Scotia Environment File number: 2020-2666662-00.

This document represents a *letter of understanding* between Ducks Unlimited Canada, P.O. Box 430, Amherst, Nova Scotia, B4H 3Z5 and PROPONENT. Upon signing this Letter of Understanding, PROPONENT intends to satisfy their compensation requirement for the site stated above.

Ducks Unlimited Canada (DUC) is a private, non-profit, organization that conserves, restores and manages wetlands and associated habitats for waterfowl. These habitats also benefit other wildlife and people. DUC has been delivering conservation programs in Nova Scotia since the 1960's. During this time DUC has had a positive influence on a landscape level by constructing 376 wetland projects across the province resulting in over 45,000 acres of wetland habitat under our management. These wetland projects exist on 961 parcels of public and privately owned lands.

Ducks Unlimited Canada offers a service to clients who need to restore wetlands as a result of an approved wetland alteration application through the Nova Scotia Environment. Based on the Wetland Alteration Approval of the Department of Environment, the Proponent intends to enter into a contract with Ducks Unlimited Canada who will develop and implement a plan to restore a wetland, deemed appropriate by the Department.

The Proponent and DUC shall negotiate an agreement for the Project that DUC intends to:

1. Construct a 6.21ha of wetland habitat for a total cost of \$201,825.00, in a location within Nova Scotia as deemed appropriate by the Nova Scotia Technical Review Committee.
2. Project will be completed by November 30, 2023.
3. This Project will be completed as part of a larger wetland compensation project within the area noted above.
4. Obtain all necessary permission from landowners and Provincial or Federal Government Departments as required by regulation.
5. Provide a detailed site plan of the Project to Nova Scotia Environment by October 31, 2022.
6. Maintain and manage the Project for a period of 30 years.

7. Perform monitoring requirements for the Project, based upon the Memorandum of Understanding signed by Nova Scotia Environment and Ducks Unlimited Canada's on 28th of October, 2011.
8. Payment, in full, is required within 30 days of the invoice date. Upon receiving payment in full of the amount noted above, DUC will send a Letter of Confirmation of Payment to Nova Scotia Environment and Proponent.

DUC and the Proponent understand that the Nova Scotia Department of Environment intends to:

1. Permit Ducks Unlimited Canada to restore 6.21 hectares of wetland habitat to compensate for the altered or lost wetland for Nova Scotia Environment File # 2020-2666662-00, at a site deemed appropriate by the Nova Scotia Technical Review Committee.
2. Include a condition in the Wetland Alteration Approval of Nova Scotia that PROPONENT or client thereof enters into a contract with Ducks Unlimited Canada to restore a wetland approved by the Nova Scotia Environment.
3. Issue the Environmental permit to PROPONENT or client thereof, based on the deliverables of this Letter of Understanding and upon DUC receiving full payment for the restoration project.

Date:

Signed:

Oct 12 2021

ORIGINAL SIGNED

**Mark Gloutney Ph.D, Director of
Regional Operations, Ducks
Unlimited Canada.**

Halifax Regional Municipality.



Conserving
Canada's
Wetlands

THIS AGREEMENT made in duplicate as of the _____ day of _____ 2021.

BETWEEN: **HALIFAX REGIONAL MUNICIPALITY.**

(hereinafter referred to as "Proponent")

-AND-

DUCKS UNLIMITED CANADA, a corporation having its
Head Office at Oak Hammock Marsh, in the province of Manitoba

(hereinafter referred to as "DUC")

WHEREAS DUC on the __ day of _____ 2021 made a proposal to PROPONENT to perform certain work and provide certain services required to provide a site(s) for a wetland restoration project segment(s) ("Project Segments") as approved by the Nova Scotia Wetland Compensation Technical Review Committee through a letter of determination, hereinafter referred to in total as "the Project". In this case the Project will consist providing 6.21 hectares of wetland compensation for NSE approval # 2020-2666662-00, located on PID 41072539 also known as Burnside Phase 13-1.

AND WHEREAS PROPONENT has accepted said proposal and wishes DUC to perform the work and provide the services referred to therein;

The parties in further consideration of the terms, covenants and obligations contained herein agree as follows:

I. SCOPE OF WORK AND SERVICES

- i. DUC shall, with diligence and in accordance with generally accepted professional standards and practices, execute the following work within the time herein limited:

Provide the necessary equipment, material, staff and labour to identify, design, plan, execute, monitor and maintain the Project as more particularly described in the proposal, attached hereto as Schedule "A", at the place and in the manner therein set out.

II. TERMS, METHOD AND TIME OF PAYMENT

- i. Unless otherwise stated, all prices quoted herein are exclusive of applicable taxes but inclusive of all expenses, disbursements, duties and charges.
- ii. DUC will provide the necessary equipment, materials, staff and labour to deliver and monitor the Project.
 - a. PROPONENT will pay DUC the funds necessary to cover the costs associated with the Project up to a maximum rate of thirty-two thousand five hundred dollars (\$32,500) per hectare of restored wetland. Payment will be based on the total hectares of wetland restoration required by Nova Scotia Department of Environment and identified in a "Letter of Understanding".
- iii. Prior to the release of any funding, details will be forwarded to PROPONENT by DUC identifying all potential Project Segments specifications and estimated costs.
- iv. The payments described include all costs for future management and maintenance of the completed Project Segments as described in Schedule "A".
- v. This agreement commences on the day of execution and shall terminate on March 31, 2024. The agreement may be renewed upon mutual consent of both parties.

III. COMPLIANCE WITH LAWS

The rights and obligations of the parties under the agreement shall be governed by the laws in force in the Province of Nova Scotia and the laws of Canada in force therein.

DUC shall give all the notices and obtain all the licenses and permits required to perform the Project. DUC shall comply with all the laws applicable to the work or the performance of the agreement.

IV. ASSIGNMENT

This agreement shall not be assigned by either party hereto without the prior written approval of the other, except that DUC may utilize in the performance of this agreement, without the prior approval of PROPONENT, personnel or services or related and affiliated companies and groups as if they were an integral part of DUC with notice to PROPONENT.

V. INDEMNITY

DUC will indemnify and save harmless PROPONENT from and against all claims, demands, losses, damages, costs and expenses made against or suffered or sustained by PROPONENT at

any time or times (either before or after the expiration or sooner termination of this contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by DUC or by any servant, employee, officer, director or permitted sub-contractor of DUC.

VI. CONFIDENTIALITY

- i. DUC shall not at any time, except where required by law, divulge any matters relating to the business of PROPONENT which may become known to it by reason of its services under this agreement, or otherwise. Furthermore, DUC shall not use at any time (whether during the continuance of this agreement or after its termination) for its own benefit or purposes or for the benefit or purposes of any other person, firm, corporation, association or other business entity, any trade secrets, business development programs or plans belonging to or relating to the affairs of PROPONENT.

VII. DUC'S LIABILITY

- i. DUC shall indemnify PROPONENT from and against any loss arising from claims against PROPONENT for personal injury or property damage caused by the fault or negligence of DUC, its employees or agents in the performance or non-performance of any of their obligations under the terms of this agreement.
- ii. Without limiting the generality of the foregoing, DUC shall also be liable and shall indemnify PROPONENT for any loss suffered by PROPONENT as a result of the commission of any dishonest or fraudulent act by any of DUC's employees or agents during the currency of this agreement or at any time after the termination of it.
- iii. Notwithstanding anything to the contrary herein contained, DUC shall not be liable for any loss suffered by PROPONENT arising from or connected with the use or application of any services provided by DUC under this agreement for purposes other than those for which the services were designed in accordance with this agreement.

VIII. FORCE MAJEURE

Neither party hereto shall be considered in default in the performance of this obligation hereunder to the extent that the performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of any one or both of the parties hereto which they could not reasonably have foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, strikes, lockouts, fires, riots, incendiarism, interference by civil or military authorities, compliance with regulations or orders of any government authority, and acts of war (declared or undeclared) provided such cause could not reasonably have been foreseen and guarded against by the parties hereto.

IX. INSURANCE

- i. DUC shall at its own expense procure and maintain liability insurance in accordance with the following requirements:
 - a. A limit of not less than \$2,000,000.00 per policy, per occurrence;
 - b. Comprehensive General Liability including Employers Liability and Liability for work performed by sub-contractors;
 - c. Automobile Liability on all vehicles whether owned or not by DUC and used in furtherance of this agreement;
 - d. All policies to include a Cross Liability clause; and
 - e. Worker's Compensation coverage on all DUC's employees

X. TERMINATION

PROPONENT shall have the right at any time to terminate, with or without cause, the services of DUC and to cancel this agreement by giving DUC fourteen (14) days prior written notice of termination. In the event of termination of this agreement PROPONENT shall reimburse DUC for all reimbursable costs, approved in advance by the Proponent as a result of the termination of the Project, provided however, that DUC shall not have the right to include as a cost of termination any profit or earnings that may have been realized by DUC had the Project not been terminated.

XI. INDEPENDENT CONTRACTOR

It is understood, covenanted and agreed by and between the parties hereto that the relationship between PROPONENT and DUC existing and to exist from and after the execution of this agreement and at all times during the term of same, is that of an independent contractor.

XII. EXECUTION AND COUNTERPART

This agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute the same agreement.

XIII. NOTICES

All notices and reports provided for in this agreement shall be in writing and delivered to the parties at the following address unless changed by written instrument.

To: Ducks Unlimited Canada
Suite 201, 420 University Ave.
Charlottetown, PE, C1A 7Z5
Attention: Mr. Wade Lewis

And To: Halifax Regional Municipality
1841 Argyle Street,
P.O. Box 1749
Halifax, Nova Scotia, B3J 3A5
Attention: Mr. John Fawcett

Such notices, reports and payments shall be effective when they are actually delivered.

XIV. TIME

Time shall be of the essence hereof.

XV. INCORPORATION

The preamble hereto is incorporated into and forms part of this agreement.

THIS AGREEMENT and everything contained herein shall be binding upon and enure to the benefit of the parties hereto and their respective executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have executed and delivered this agreement on the day and year first above written.

SIGNED AND DELIVERED

Witness

Halifax Regional Municipality.

ORIGINAL SIGNED

Witness

Mark Gloutney Ph.D, Director of Regional Operations, Eastern Canada, Ducks Unlimited Canada.

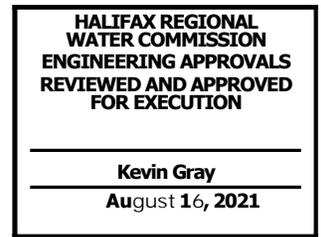
SCHEDULE "A"

This is Schedule "A" referred to in the attached agreement between the PROPONENT and Ducks Unlimited Canada, dated the day of , 2021.

1. SCOPE OF THE PROJECT

Ducks Unlimited Canada shall:

1. Identify suitable site(s) for wetland compensation Project Segments and provide completed sketch plans and design details for each location. Suitable sites will be those approved by the Nova Scotia Wetland Compensation Technical Review Committee.
2. Obtain all necessary provincial and federal regulatory approvals prior to any work commencing on the identified Project Segments.
3. Provide construction supervision for the delivery of the Project Segments, including maintenance of appropriate records such as monthly progress updates, photos and invoices.
4. Complete the construction of the identified hectares of wetland restoration Project Segments between the period of April 01, 2021 and March 31, 2024. PROPONENT shall be notified, in writing, upon completion of the Project.
5. In consultation with Nova Scotia Department of Environment, conduct Project Segments assessment visits and provide a report to Nova Scotia Department of Environment.
6. Provide future management and maintenance for the completed Project Segments for a period of 30 years commencing on April 1st of the year following Project completion.
7. Notify Nova Scotia Department of Environment upon project completion.



**HALIFAX REGIONAL WATER COMMISSION
SYSTEMS AGREEMENT**

[Burnside Phase 13-1 – HALIFAX SUBDIVISION FILE 23089]

THIS AGREEMENT made this **16th** day of **August, 2021**.

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY, a body corporate,
with Head Office at Halifax, in the County of Halifax, Province of Nova Scotia

(hereinafter referred to as the “OWNER”)

OF THE FIRST PART

-and-

HALIFAX REGIONAL WATER COMMISSION a body corporate,
with Head Office at Halifax, in the County of Halifax, Province of Nova Scotia

(hereinafter referred to as the “COMMISSION”)

OF THE SECOND PART

WHEREAS the Owner is the beneficial Owner of the property shown on a *Plan of Survey of proposed Lots 13-1-1, 13-1-2, 13-1-3, 13-1-4, 13-1-5, 13-1-6, 13-1-7, 13-1-8, 13-1-9, 13-1-01, 13-1-11, 13-1-12, 13-1-13, 13-1-14, 13-1-15, 13-1-61, 13-1-17, Akerley Boulevard (Parcel AB-1), Burnside Drive (Parcels BD-1 & BD-2), Aileen Meagher Avenue (Parcel AM-1 & AM-2), Harold J. Shanks Avenue (Parcel LP-1) & Parcel PS-1 (Pumping Station), a subdivision of remainder of Block 1, lands acquired by Halifax Regional Municipality, adjacent to lands conveyed to H.M.Q. in Right of The Province of Nova Scotia (Nova Scotia Department of Transportation and Infrastructure Renewal), Akerley Boulevard, Highway 107 and Burnside Drive, Dartmouth, Nova Scotia, prepared by R.E. Humphreys, NSLS, dated February 12th, 2021.* (the “Property”).

AND WHEREAS the Owner has applied to the Commission for permission to connect Local Systems to Water, Wastewater and Stormwater Systems, such Local Systems to be constructed by the Owner to the Commission’s Specifications;

AND WHEREAS the Owner has requested permission to transfer its interest in such Local Systems to the Commission, upon acceptance of Primary Services by Halifax, so as to allow service to be provided by the Commission;

AND WHEREAS the Commission has agreed to allow such connection and to accept a transfer of such Local Systems as aforesaid subject to and in accordance with the terms and conditions of this Agreement;

NOW THIS INDENTURE WITNESSETH in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Owner to the Commission, the receipt and sufficiency of which is hereby acknowledged, together with the mutual covenants herein contained, the parties hereto agree as follows:

1. In this Agreement, unless the context otherwise requires, the following words shall have the following meaning:
 - (a) **“Applicable Laws”** means any law, rule, regulation, by-law, requirement, guideline, judgement or order of any federal, provincial or municipal government, governmental body or agency or court having jurisdiction, applicable from time to time to the design, construction, installation or operation of Water, Wastewater and Stormwater Systems.
 - (b) **“Capital Cost Contribution”** means a non-refundable contribution, reviewed and approved by the Nova Scotia Utility and Review Board, that provides for the recovery of costs required to provide oversized water, wastewater and stormwater infrastructure within a charge area established under a Master Plan Study and which takes into consideration all aspects of the required infrastructure, financial risks to the Commission, timing of contributions, phasing of development and any other considerations that could have a financial impact on the Commission.
 - (c) **“Commission Infrastructure”** means that portion of the Local Systems that is of benefit to the existing customer base of the Commission, which portion will be paid for by the Commission.
 - (d) **“Drawings”** means drawings that have been submitted to the Commission by the Owner and have been reviewed and approved by the Engineer. Refer to **Schedule A** of this Agreement for the Drawings specific to this Agreement.
 - (e) **“Engineer”** means the Director of Regulatory Services of the Commission or their designate.
 - (f) **“Final Record Drawings”** means drawings that have been submitted to the Commission by the Owner and reflect actual constructed elevations, lengths, materials, fittings, dimensions of the Local Systems installed and any other construction information including valves, manholes, service connections and other servicing appurtenances. These drawings are complete with survey data and measurements from power poles, hydrants, or other easily located surface features in a form acceptable to the Engineer.
 - (g) **“Halifax”** means the Halifax Regional Municipality.
 - (h) **“Local Systems”** means water, wastewater or stormwater infrastructure designed and constructed by the Owner, to the Specifications of the Commission, to be conveyed to the Commission upon acceptance of Primary Services by Halifax.
 - (i) **“Maintenance Bond”** means a bond, letter of credit or letter of guarantee in a form acceptable to the Commission issued by a Canadian chartered bank or other financial, surety or insurance company acceptable to the Commission and licensed to carry on business in the Province of Nova Scotia, for the purpose of ensuring the performance of the obligations of the Owner pursuant to this Agreement.
 - (j) **“Maintenance Period”** means the period of twenty-four (24) months commencing of the date of acceptance of the Local Systems by the Commission.

- (k) **“Oversized Infrastructure”** means water, wastewater and stormwater infrastructure that is designed to benefit lands that are in addition to lands that will benefit from such infrastructure and which is funded through the Capital Cost Contribution levied in a charge area.
- (l) **“Primary Services”** means those services which must be installed and accepted by the authority having jurisdiction prior to accepting a public street or highway and include park dedication, Water System, Wastewater System and Stormwater System, street construction including all gravel layers and base lift of asphaltic concrete or Portland cement concrete pavement including curb and gutter backfilled, permanent stabilization of all exposed areas, driveways, guiderails, electrical and communication distribution system including underground conduit, street name signs and sign base and standards, and street lighting system.
- (m) **“Professional Engineer”** means a registered member, in good standing, of The Association of Professional Engineers of the Province of Nova Scotia.
- (n) **“Service Connection”** means a piping system that conveys potable water from a Halifax Water System or sewage, liquid waste, stormwater or surface runoff from a property to a Halifax Water System.
- (o) **“Specifications”** refers to the current edition of the Commission’s Design Specification and Supplementary Standard Specification or those approved by the Engineer.
- (p) **“Stormwater System”** means a system carrying stormwater that is owned by the Commission.
- (q) **“Wastewater System”** means a system carrying wastewater that is owned by the Commission.
- (r) **“Water System”** means a system carrying potable water that is owned by the Commission.

2. The Owner shall commence construction of the Local Systems on or after the **16th day of August, 2021** and shall complete construction thereof on or before the **19th day of January, 2023**.

- 3.

Local Systems are subject to an infrastructure design review charge as described in Section 24 of the Halifax Regional Water Commission Regulations (the “Regulations”) approved by the Nova Scotia Utility and Review Board on July 30th, 2019. Such infrastructure design review charge is based on the length of mains/ditches/culverts to be installed. The rate for such charge is \$1.24 per linear metre of mains/ditches/culverts installed. The infrastructure design review charge is detailed in **Schedule A** of this Agreement and is due and payable to the Commission upon receipt by the Commission of this Agreement signed by the Owner.

4. Local Systems are subject to an audit inspection charge as described in Section 24 of the Regulations. Such audit inspection charge is based on the actual cost incurred by the Commission to inspect the infrastructure on the Property during its construction. The audit inspection charge is estimated at 0.5% of the construction estimate provided to the Commission by the Owner. The audit inspection charge is contained within fees remitted to Halifax through Halifax's subdivision application process.

Once construction is complete and infrastructure on the Property is accepted by the Commission, the Owner will pay the actual construction inspection charge, which are all costs associated with the inspection of the infrastructure during construction incurred by the Commission. If the Commission incurs less cost than the estimated 0.5% described in this Article, the Owner will be reimbursed the resulting difference by Halifax.

5. The Owner shall install and construct the Local Systems at its own cost in a good and workmanlike manner in accordance with the Specifications and Drawings and in compliance with all Applicable Laws.
6. The Owner shall obtain approval for the design of the Local Systems from the Department of the Environment for the Province of Nova Scotia and shall not commence construction of the Local Systems until such approvals have been obtained.
7. The Owner agrees that the construction of the Local Systems shall be carried out under the direction of a Professional Engineer who personally, or through his representative shall provide **full-time** inspection and supervise all aspects of the construction of the Local Systems including all pipe bedding, pipe laying and backfilling of trenches. The Owner further agrees to allow and make arrangements for any inspections by the Engineer as may be required under the Specifications and the policies of the Commission from time to time governing the construction of Local Systems.
8. If during construction of the Local Systems, the Owner fails to observe or perform any of the conditions or requirements to be observed or performed by the Owner under this Agreement, then, the Engineer, in addition to any other remedy available to the Commission may, by notice in writing sent by prepaid registered mail to the Owner at its latest address known to the Commission, order the cessation of work on the Local Systems. Upon such notice being issued by the Engineer, the Owner shall immediately cease work on the Local Systems and shall not resume such work until satisfactory arrangements are made with the Engineer to rectify the default by the Owner under this Agreement. Among other remedies available to it, the Commission may apply for an injunction from any court of competent jurisdiction to restrain the Owner from continuing work after a notice has been issued by the Engineer pursuant to this Article. All administrative and other costs incurred by the Commission in connection with any termination or cessation of work pursuant to this paragraph shall be the responsibility of the Owner who shall forthwith reimburse the Commission for such costs upon demand by the Commission.
9. If the Owner fails to construct or complete construction of the Local Systems in accordance with the provisions of this Agreement, then the Commission may, but shall not be obligated to, construct or complete construction thereof and the Owner shall be responsible for all costs incurred by the Commission in doing so and shall reimburse the Commission therefor within thirty (30) days after demand by the Commission.

10. Upon completion of the Local Systems in accordance with this Agreement and prior to applying for acceptance of the Local Systems by the Commission, the Owner shall cause to be conducted by or under the supervision of a Professional Engineer, a thorough inspection of the Local Systems, as well as such tests as are contemplated by or required under the Specifications, Drawings and such other tests as may be necessary to ensure that the Local Systems meet all applicable functional and performance criteria contained in the Specifications and Drawings. Prior to conducting the tests, the Owner shall make arrangements with the Engineer for a mutually convenient date and time for the Engineer or his representative to attend to observe the tests. All such tests shall be conducted by or under the supervision of a Professional Engineer and in the presence of the Engineer or his representative, unless the Engineer otherwise directs.
11. Service Connections to the Local Systems are not permitted prior to Halifax's acceptance of Primary Services and approval by the Commission.
12. Upon completion of the Local Systems in accordance with this Agreement and prior to acceptance of the Local Systems by the Commission, the Owner shall submit to the Engineer the requirements of the Submission Requirements Section of the Commission's Design and Construction Specifications.
13. Upon approval by the Engineer of the documentation and materials submitted pursuant to **Article 12**, the Engineer shall notify Halifax that the Commission accepts the Local Systems. Once Halifax accepts Primary Services, all infrastructure on the Property comprising the Local Systems shall be deemed by the Owner and the Commission to have vested in the Commission and the Owner shall have no further interest, right or claim in respect thereof. The acceptance by the Commission of the Local Systems shall not, however, in any way limit or restrict the liability of the Owner in respect of its obligations under this Agreement relating to the design, construction and maintenance of the Local System and the indemnification of the Commission under **Article 16** hereof or otherwise.
14. During the Maintenance Period, the Owner shall maintain and repair the Local Systems and make such alterations and repairs thereto as are necessary in the reasonable opinion of the Engineer to ensure that the Local Systems do and will function properly. The Owner further agrees to repair, replace or alter any part of the Local Systems that fails or is expected to fail to function properly in the reasonable opinion of the Engineer, or is damaged or destroyed by any cause whatsoever other than a wilful act of the Commission or those for whom it is in law responsible.
15. If at any time during the Maintenance Period, the Local Systems fail to function or fail to function properly, or the Engineer determines that any repairs or alterations to the Local Systems are required to ensure that the Local Systems do and will function properly, the Owner shall, within thirty (30) days after receipt of notice in writing from the Engineer, make such repairs or alterations or construct such additional facilities as may be required and, if the Owner fails to do so, the Commission may, but shall not be obligated to, make such repairs or alterations or construct such additional facilities. If the Commission undertakes any such repairs or alterations or the construction of any additional facilities, the Owner shall be responsible for the cost thereof and the Owner shall reimburse the amount expended by the Commission within thirty (30) days after demand by the Commission.

16. The Owner hereby agrees to assume and does hereby assume liability for, and does hereby agree to indemnify, protect and save and keep harmless the Commission, its agents, servants, employees and officers, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses (including legal expenses) of whatsoever kind and nature imposed or assumed by, incurred by or asserted against the Commission, or its agents, servants, employees or officers, in any way relating to or arising out of the failure by the Owner to observe or perform any condition, obligation, agreement, covenant or provision contained in this Agreement to be observed or performed by the Owner or resulting from the breach of any representation or warranty contained herein on the part of the Owner.
17. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

Witness

Witness

Witness

Witness

Witness

) **HALIFAX REGIONAL MUNICIPALITY**

)

) Per: _____

)

) Per: _____

)

)

) Per: _____

)

)

)

) **HALIFAX REGIONAL
WATER COMMISSION**

)

) Per: _____

)

)

) Per: _____

)

)

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this ___ day of _____, 2021, before me the subscriber personally came and appeared _____, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that **HALIFAX REGIONAL MUNICIPALITY** one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed by its Proper Officer in _____ presence.

A Commissioner of the Supreme Court of
Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this ___ day of _____, 2021, before me the subscriber personally came and appeared _____, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that **HALIFAX REGIONAL WATER COMMISSION,** one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed by its Proper Officer in _____ presence.

A Commissioner of the Supreme Court of
Nova Scotia

SCHEDULE A

DRAWINGS AND CHARGE SUMMARY
[BURNSIDE PHASE 13-1, HALIFAX SUBDIVISION FILE 23089]

Owner's Information

Name: Halifax Regional Municipality
Address: P.O. Box 1749, Halifax NS B3J 3A5
Contact Name: John Fawcett, P.Eng.
Contact Number: [REDACTED]

Drawings

Prepared by: J.F. Babin P.Eng.
Drawing Numbers: 20009800 to 20009875
Drawings Dated: July 9, 2021

Survey Plans

Prepared by: R.E. Humphreys, N.S.L.S.
Survey Plans: 17158
Drawings Dated: February 12, 2021

Infrastructure Design Review Charge

Infrastructure	Length (metres)	Charge (\$ per metre)	Total
Water	3910.0	\$ 1.24	\$ 4,848.40
Wastewater	6762.0	\$ 1.24	\$ 8,384.88
Stormwater	3187.0	\$ 1.24	\$ 4,075.88
		Total \$	17,309.16