

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON AUGUST 11, 2020
FROM:	KELLY SCHERR, P.ENG, MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	REPLACEMENT OF HIGHWAY 401 / DINGMAN DRIVE BRIDGE MEMORANDUM OF UNDERSTANDING FOR THE DESIGN AND CONSTRUCTION OF PROVISIONS TO ACCOMMODATE FUTURE WIDENING OF DINGMAN DRIVE

RECOMMENDATION

That on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions **BE TAKEN** with respect to the execution of the Memorandum of Understanding with the Ministry of Transportation:

- a) The draft Memorandum of Understanding between Her Majesty the Queen In Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (MTO) and the Corporation of the City of London for the design and construction of provisions to accommodate a future widening of Dingman Drive in the City of London, attached hereto as Schedule 'A', **BE APPROVED** in the form attached and as approved by the City Solicitor;
- b) The attached proposed By-law **BE INTRODUCED** at the municipal council meeting on August 25, 2020 to approve the Memorandum of Understanding between the City and the Minister of Transportation, and to authorize the Mayor and Clerk to sign the agreement; and,
- c) Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this project.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- Strategic Priorities and Policy Committee – May 21, 2019 – Approval of the 2019 Development Charges By-Law and DC Background Study
- Civic Works Committee – June 23, 2020 – Dingman Drive East of Wellington Road to the Highway 401 Overpass and Area Intersections Improvements Environmental Study Report

2019-2023 STRATEGIC PLAN

The following report supports the Strategic Plan through the strategic focus area of *Building a Sustainable City* and ensuring London's infrastructure is built, maintained and operated to meet the long term needs of our community.

BACKGROUND

Purpose

The purpose of this report is to seek approval to enter into a Memorandum of Understanding (MoU) with the Ministry of Transportation (MTO) as they are currently in the design phase for the replacement of the Dingman Drive bridge at Highway 401. City staff have requested that MTO consider a wider bridge foundation at the median pier to provide the City an opportunity to widen the structure in the future to accommodate potential additional lanes on Dingman Drive. This MoU will accommodate a future widening of Dingman Drive by the City in a cost effective manner.

Context

The Ministry of Transportation (MTO) has plans to replace the Dingman Drive bridge at Highway 401 in 2021 due to structural deterioration. The new bridge is expected to be in service for the next 75 to 80 years and will include a wider and longer structure to accommodate future improvements within the Highway 401 corridor. This new structure will provide a wider travelled surface for Dingman Drive with two lanes and much wider 3.0 m shoulders accommodate improved active transportation.

As Dingman Drive travels across the southern portion of the City in a relatively rural setting where future urban growth, including commercial and industrial development, is anticipated, staff foresee a need for widening of the roadway and bridge in a 20 to 25 year horizon for increased capacity for motorized and non-motorized use. While widening of the bridge to four lanes is not justified at this time, it is prudent to consider design provisions in MTO's current project which will meet the City's needs in the future in a cost effective manner. This MoU is to provide a wider bridge foundation at the median pier between the eastbound and westbound lanes of Highway 401. To complete this work now as part of the MTO project will greatly reduce future costs and complexity for the City when the bridge is ultimately widened.

Through this MoU, the MTO is looking for the City to share the cost of detailed design, construction, contract administration, utility relocations (if required) and property (if required). The City-requested works have been estimated by MTO at \$300,000 plus HST plus utility relocation and property costs if necessary. The source of funding is identified in the Development Charges Background Study. The negotiations leading to the current cost estimate are more favourable than that anticipated in the DC Background Study due to near-term active transportation improvements being realized via the widened shoulder in MTO's project at no cost to the City.

DISCUSSION

This MoU is conditional upon the parties entering into a cost-sharing agreement which will be provided to the City upon completion of the detailed design and environmental assessment.

The City of London and MTO have been working together on several projects along the Highway 401 corridor including a number of interchange projects. In 2013, the City and MTO entered into an agreement for the reconstruction of four (4) interchanges:

- Wonderland Road
- Veterans Memorial Parkway
- Highbury Avenue
- Colonel Talbot Road

The first two interchanges are complete, and MTO is still working towards the final two for construction in the coming years.

Currently, MTO is progressing the design of a replacement for the Dingman Drive bridge with construction anticipated to start early in 2021. Staff have met with MTO and their design team to discuss their work program, impacts in the area and anticipated timing. MTO is aware of the City's recently completed Environmental Study Report for widening of Dingman Drive east of Highway 401 to Wellington Road and are prepared to coordinate project activities.

The new structure to be built by MTO will provide a wider platform for travel over Highway 401. Currently, the structure has a width to accommodate two 3.2 m lanes and a 1.68m shoulder. The new structure proposed will include two 3.75 m lanes and two 3.0 m shoulders to better accommodate users in the coming years. The wider 3.0 m shoulders will improve safety for pedestrians and cyclists crossing this bridge and provide improved connectivity for users of the Murray Marr trail and proposed new active transportation facilities along the widened Dingman Drive east of Highway 401. When Dingman Drive over Highway 401 is widened in the future, the bridge is anticipated to accommodate four lanes of traffic and connect into an active transportation network with two protected bike lanes and two sidewalks.

Considering that the replaced bridge will be in place for the next 75 to 80 years in an area where ongoing growth is anticipated, a widening is likely to be necessary before the new underpass is replaced. Therefore it is cost effective for the City to request MTO to provide a wider median bridge foundation at this time.

CONCLUSION

The City of London has an opportunity to enter into a partnership with the Ministry of Transportation to provide future benefits when a widening of Dingman Drive is necessary. At that time, the City-led bridge widening will have to be coordinated and approved by MTO, and the wider foundation median pier will be available to accommodate the City's widening needs and greatly reduce construction staging on Highway 401.

This Memorandum of Understanding is conditional upon the City entering into a cost sharing agreement which will be provided upon completion of the detailed design and environmental assessment phase. At that time, staff will provide an update to Council and request approval of the cost sharing agreement.

Through this MoU, the MTO is looking for the City to share the cost of detailed design, construction, contract administration and utility relocations. The City requested works have been estimated by MTO at \$300,000 + HST plus utility relocation and property costs if applicable. The funds are identified in the Development Charges Bylaw.

This Memorandum of Understanding has been reviewed by Legal staff.

PREPARED BY:	REVIEWED & CONCURRED BY:
GARFIELD DALES, P. ENG. DIVISION MANAGER, TRANSPORTATION PLANNING & DESIGN	DOUG MACRAE, P. ENG., MPA DIRECTOR, ROADS AND TRANSPORTATION
RECOMMENDED BY:	
KELLY SCHERR, P. ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER	

Attach: Bylaw
Schedule A: Memorandum of Understanding

cc: Neil Zohorsky – MTO
Geddes Mahabir – MTO
Natalia Bartos – MTO
Karl Grabowski

Bill No.

By-law No.

A By-law to authorize a Memorandum of Understanding between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario represented by the Minister of Transportation (MTO) for the construction of the Dingman Drive bridge; and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into a Memorandum of Understanding with Her Majesty the Queen in Right of Ontario represented by the Minister of Transportation (MTO) for the construction of the Dingman Drive bridge (the "MoU");

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the MoU on behalf of the City;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Memorandum of Understanding attached as Schedule "A" to this By-law, being a Memorandum of Understanding between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario represented by the Minister of Transportation (MTO) for the construction of the Dingman Drive bridge is hereby AUTHORIZED AND APPROVED.
2. The Mayor and City Clerk are authorized to execute the MoU authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2020

Ed Holder
Mayor

Catharine
Saunders City
Clerk

First reading -
Second reading -
Third reading -

SCHEDULE A MEMORANDUM OF UNDERSTANDING

June 23, 2020

Mr. Doug MacRae, P.Eng.
Director, Roads & Transportation
City of London
300 Dufferin Avenue, PO Box 5035
London ON
N6A 4L9

Dear Mr. MacRae:

RE: Memorandum of Understanding for the Design and Construction of provisions to accommodate future widening of Highway 401/Dingman Drive Underpass Structure, Westminster Township.

This signed Memorandum of Understanding (this "Memorandum") will constitute binding agreement between **Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario** (the "Ministry") and **The City of London** (the "City") on the following:

1. The underpass structure which carries Dingman Drive over Highway 401, is under the jurisdiction and control of the Ministry (the "Dingman Drive Underpass").
2. The Ministry is currently conducting a detail design and environmental assessment for the replacement of the existing Dingman Drive Underpass structure. The existing structure has two 3.20-m lanes and 1.68-m shoulders. The new structure will provide two 3.75-m lanes with 3.0-m shoulders.
3. The City's planning for the future includes the need to widen the bridge in the future to an ultimate cross-section of four lanes (two lanes in each direction) with multi-use paths on each side of the bridge. The time horizon for the widening of the bridge is not known at this time and it is anticipated to be beyond the 20-year long-range planning horizon. The City has requested the Ministry to design and construct a wider foundation at the median pier ("Requested Works") to be included in the Ministry's new Dingman Drive Underpass structure replacement project. The purpose of the wider foundation is to take advantage of the upcoming structure replacement and accommodate future widening of the bridge to the ultimate cross-section. The City has agreed to pay the costs of the Requested Works to the Ministry pursuant to the terms of this Memorandum.
4. The detail design will be carried out by the Ministry's selected consulting firm and Ministry staff assigned to the project.
5. Where applicable, the Ministry agrees to undertake the following on behalf of the City, at the City's expense and cost:
 - A. Detail design and environmental assessment of Requested Works;
 - B. The construction and contract administration of the Requested Works;
 - C. Utility relocation due to the addition of the Requested Works (if any);
 - D. Property acquisition due to the Requested Works (if any);

6. The City agrees to compensate the Ministry for the following:
 - A. All of the detail design, environmental assessment, construction, and contract administration actual costs directly relating to the Requested Works; and
 - B. All of the utility relocation and property acquisition actual costs directly relating to the Requested Works. Cost-sharing for utility relocations shall be according to Ministry cost-sharing provisions.
7. For clarity, the cost of the Requested Works is estimated in the amount of \$300,000 plus HST based on parametric estimating and does not include utility relocation and property acquisition costs. The Ministry agrees to provide a detailed estimate within three months. The City acknowledges and agrees that the said sum is an estimate only and that payment shall be made by the City to the Ministry for all costs incurred by the Ministry associated with the Requested Works.
8. The final decision of the structure type, span arrangements, girder depth etc. will be the sole discretion of the Ministry.
9. The Ministry agrees to provide the City with a copy of the final engineering design and environmental assessment report.
10. The City warrants that it has taken all necessary steps, done all acts, passed any necessary by-laws and obtained all approvals within its power legally required to give it the authority to enter into this Memorandum.
11. This Memorandum of Understanding is conditional upon the parties entering into a cost-sharing agreement which will be provided to the City upon the completion of the detail design and environmental assessment phase.
12. This Memorandum of Understanding may be amended upon the mutual written agreement of the parties.
13. The address of the City under this Memorandum for service, unless otherwise advised, is:

City of London
300 Dufferin Avenue, PO Box 5035
London ON N6A 4L9

Attention: Mr. Doug MacRae, P.Eng.
Director, Roads & Transportation
City of London
Telephone: (519) 661-2489 ext.4936

14. The address of the Ministry under this Memorandum for service, unless otherwise advised, is:

Ministry of Transportation
West Region
659 Exeter Road
London, ON, N6E 1L3

Attention: Neil Zohorsky, P. Eng.
Regional Director
West Region
Telephone: (519) 873-4335
Fax: (519) 873-4600

If the above meets with the City's approval, please have four (4) copies of this Memorandum of Understanding signed and dated and send three original copies to this office as soon as possible. Additionally, due to COVID-19 restrictions, please email an electronically signed PDF to Neil.Zohorsky@ontario.ca with a copy to Christine.Costa@ontario.ca and Natalia.Bartos@ontario.ca. This signed Memorandum of Understanding will constitute a binding agreement by both parties with respect to the contents of this Memorandum.

Yours truly,

Neil Zohorsky
Digitally signed by Neil Zohorsky
DN: cn=Neil Zohorsky, o=Ministry of
Transportation, ou=West Region,
email=neil.zohorsky@ontario.ca, c=CA
Date: 2020.06.23 21:23:42 -04'00'

Neil Zohorsky, P. Eng. Regional
Director
West Region

Signed and Sealed this _____ day of _____, 20____

THE CORPORATION OF THE CITY OF LONDON c.s.

Authorized Signature

Date

I/We have authority to bind the City