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TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON AUGUST 19, 2013
FROM:	JOHN BRAAM, P. Eng. MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER
SUBJECT:	WATERMAIN REALIGNMENT AROUND WESTMINSTER ROAD BRIDGE AGREEMENT WITH MINISTRY OF TRANSPORTATION FOR COST SHARING

RECOMMENDATION

That, on the recommendation of the Director, Water and Wastewater in concurrence with the Managing Director, Environmental and Engineering Services and City Engineer:

- (a) The draft agreement negotiated 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 realignment of watermain around the Westminster Road Bridge over Highway 401 in the City of London, attached hereto as Appendix 'A' **BE APPROVED** substantially in the form attached and as approved by the City Solicitor;
- (b) The attached proposed By-law **BE INTRODUCED** at the Municipal Council Meeting of August 27, 2013 to approve the agreement between the City and the Minister of Transportation, and to authorize the Mayor and Clerk to sign the agreement; and
- (c) the 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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- [Highway 401 Interchange Projects Agreement with Ministry of Transportation, Civic Works Committee, February 4, 2013, Agenda Item #5](#)

BACKGROUND

Purpose:

The purpose of this report is to provide Committee and Council with an update on the status of watermain works required to accommodate the reconstruction of the Westminster Road Bridge over Highway 401, proposed to be carried out by MTO in 2014, and to seek approval for a funding agreement negotiated with the MTO. The execution of the agreement will allow for the sharing of costs for this work.

Context:

The Ministry of Transportation has completed the Environmental Assessment for several bridge improvements in the London area including the Westminster Road Bridge. MTO is purposing a new, longer bridge that will conflict with the existing watermain.

The existing watermain on White Oaks Road was constructed in 1959, before the existing Westminster Road Bridge was constructed. When the Westminster Road Bridge was constructed, area roads were realigned and road allowances closed and abandoned. This left

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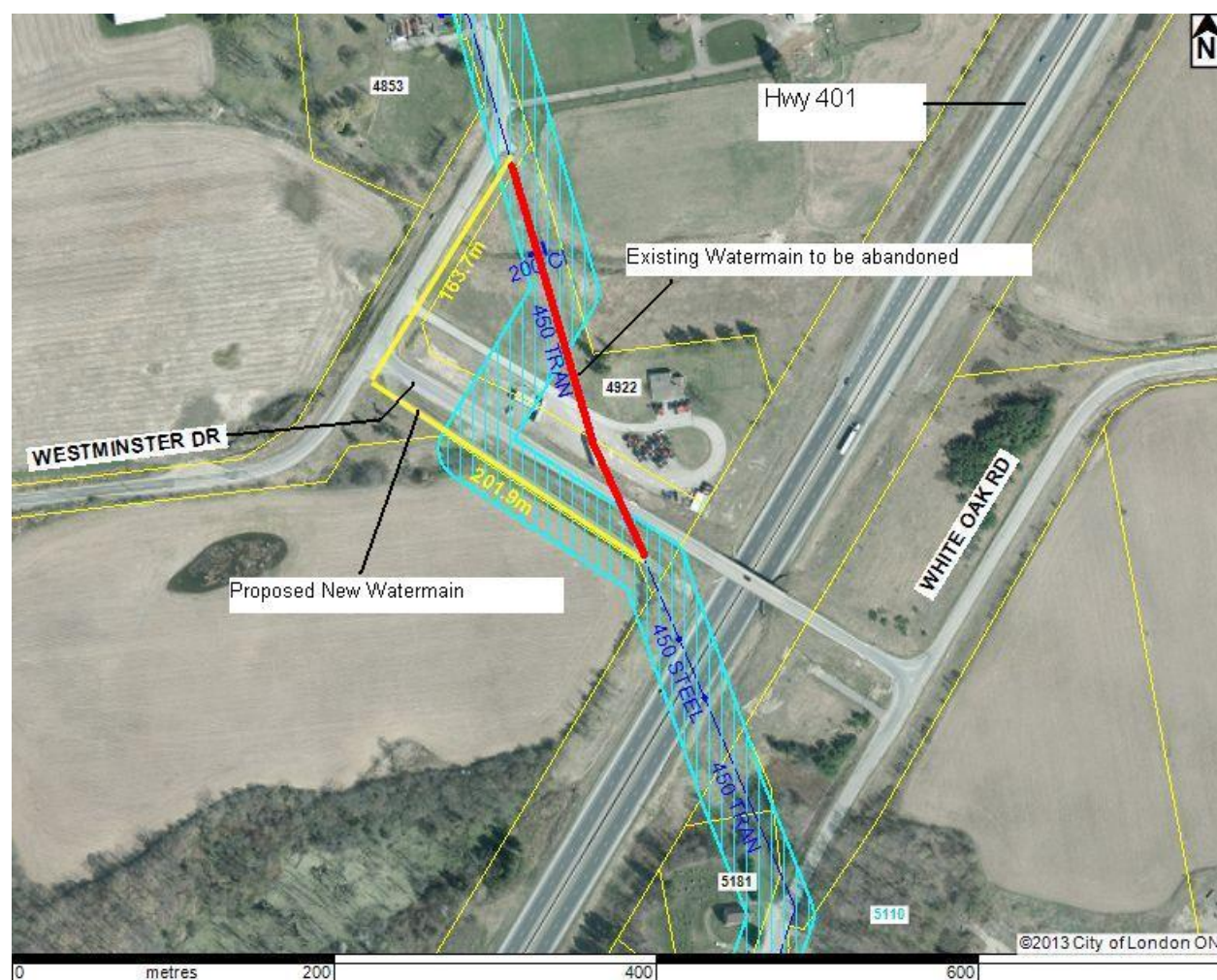
the White Oaks Watermain crossing the Westminster Bridge on a skew with no formal easement in place for sections of the watermain on the east side of the bridge, where the watermain had previously been located within the road allowance.

Recently, it has been determined that the existing watermain is leaking at a location inside the sleeve which is located within the existing Westminster Bridge embankment.

A condition assessment of the existing pipe which was conducted in 2012 identified the leak under the bridge embankment and identified other locations of this watermain which are in poor condition, including the section located immediately to the northeast of the Westminster Road Bridge on private property without a formal easement agreement.

Given the mutual concerns with the watermain, the best option is to realign the watermain within existing road allowances, and share costs.

A Project Location map is included below for reference.



Discussion:

The funding for this work is included in the 2013 Water Capital Works Budget.

The cost sharing from the MTO is based on the cost sharing identified in the Public Service Works on Public Highways Act, RSO 1990, and is equivalent to the cost of labour and labour saving equipment. The costs shared will not include engineering design or materials. It is expected that the cost contribution from the MTO will be approximately \$140,000. It is estimated that the total costs to relocate the watermain around the Westminster Road Bridge, including engineering, would be approximately \$620,000.

This construction work has been tendered. The value of the construction work is approximately \$520,000 exclusive of HST. An administrative award of the tender to Van Bree Drainage and Bulldozing has been approved.

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Acknowledgements:

This report was prepared by Patricia Lupton, P.Eng. of the Water Engineering Division, and Roland Welker, Division Manager. The report was reviewed by Dave Mounteer, Legal Services.

PREPARED BY:	RECOMMENDED BY:
ROLAND WELKER, P.ENG. DIVISION MANAGER, WATER ENGINEERING	JOHN LUCAS, P. ENG. DIRECTOR, WATER AND WASTEWATER
REVIEWED AND CONCURRED BY:	
JOHN BRAAM, P.ENG. MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER	

August 7, 2013

PAL/

Attach: Appendix "A" – Draft Watermain Realignment Cost Sharing Agreement with MTO

c.c. Dave Mounteer

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Bill No.
By-law No.

A By-law to authorize an Agreement 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 relocation of watermain around the Westminster Road 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 an Agreement with Her Majesty the Queen in Right of Ontario represented by the Minister of Transportation (MTO) for the relocation of watermain around the Westminster Road Bridge. (the "Agreement");

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

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

1. The draft Agreement attached as Schedule "A" to this By-law, being an Agreement 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 relocation of watermain around the Westminster Road Bridge is hereby AUTHORIZED AND APPROVED substantially in the form attached and as approved by the City Solicitor.
2. The Mayor and City Clerk are authorized to execute the Agreement 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 , 2013

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First reading -

Second reading -

Third reading -

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Appendix "A" – Draft Watermain Realignment Cost Sharing Agreement with MTO

Ministry of Transportation

Engineering Office
Planning and Design Section
West Region

659 Exeter Road
London, Ontario N6E 1L3
Telephone: (519) 873-4550
Facsimile: (519) 873-4600

Ministère des Transports

Bureau du génie
Section de planification et de conception
Région de l'Ouest

659, chemin Exeter
London (Ontario) N6E 1L3
Téléphone: (519) 873-4550
Télécopieur: (519) 873-4600



July 10, 2013

John Lucas
Director of Water and Wastewater and Treatment
Water Engineering Division
The Corporation of the City of London
300 Dufferin Avenue
P.O. Box 5035
London, Ontario
N6A 4L9

Dear Mr. Lucas,

RE: Letter of 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 Corporation of the City of London** (the "City") for the Relocation of the City Watermain under Westminster Drive (the "Watermain") at Highway 401

Whereas:

- A. Both the City and the Ministry are desirous to have the Watermain rehabilitated;
- B. The City is considering two options for the replacement of the Watermain:
 - Option A (replace the Watermain "in kind" in the part of the bridge embankment owned by the City); or
 - Option B (relocate the Watermain within the City's Westminster Drive right of way along the Hydro Service Road);
- C. The Ministry would typically have cost-shared on the basis of Option A;
- D. The City's preference is Option B; and
- E. Given the equality of estimated costs the Ministry is prepared to cost-share on the basis of actual costs for Option B.

This signed Letter of Agreement (this "Agreement") will constitute mutual agreement between the Ministry and the City on the following:

1. The City agrees to carry out the engineering design and construction for the relocation of the Watermain from crossing under Westminster Drive to align within the City's Westminster Drive right of way along the Hydro Service Road, in

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accordance with “Option B” as described in Appendix A (as denoted by the solid yellow line).

2. The City agrees to have the work specified in Paragraph 1 (the “Work”) completed prior to May 30, 2014.
3. The Ministry agrees to compensate the City for fifty percent (50%) of actual costs for labour and labour-saving devices directly relating to the Work, but not including any such costs for the design. In the event that the Ministry requests any design changes beyond those identified to date, then the Ministry will pay the actual cost of such additional work as calculated by the City acting reasonably.

In the event the City identifies any design changes or the City identifies the need for any change orders during construction, the City agrees to provide these changes to the Ministry for review.

4. The City agrees to provide the Ministry with a copy of the as-constructed drawings within a reasonable time following completion of the Work.
5. The Ministry agrees to provide the City with a cheque for each progress payment made by the City in respect of the Work, on the basis of Paragraph 4. The Ministry shall pay the amount set out in the invoice by a cheque made payable to “The Corporation of the City of London” and is to be delivered to the City within 90 days of receipt of a satisfactory invoice from the City.
6. The Ministry may upon reasonable notice audit the records of the City with respect to the sums invoiced to the Ministry under this Agreement, during the term of this Agreement, or within two years of the termination of this Agreement.
7. The City acknowledges and agrees that it is not an agent or contractor for the Ministry, and shall not represent itself and its activities under this Agreement as an agent or contractor of the Ministry.
8. The City shall save harmless and indemnify the Ministry from all claims, demands, proceedings, obligations, costs that are inclusive of solicitor and client costs, and interest, all howsoever styled, that the Ministry may suffer or incur because of the effecting or not effecting by the City of any term or matter of this Agreement.
9. The City warrants that it has taken all necessary steps, complied with all laws and obtained all approvals legally required to give it the authority to enter into this Agreement.
10. The term of this Agreement is from the date of execution of this Agreement by both parties to the date that the City receives payment in full for all sums owed by the Ministry to the City under this Agreement.
11. The address of the City under this Agreement for service, unless otherwise advised, is:

The Corporation of the City of London
 Water Engineering Division
 300 Dufferin Avenue
 P.O. Box 5035
 London, Ontario N6A 4L9

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Attention: Patricia Lupton
Environmental Services Engineer
Telephone: (519) 661-2500 x5613 Fax: (519) 661-2354

The address of the Ministry under this Agreement for service, unless otherwise advised, is:

Ministry of Transportation
Planning and Design Section
West Region
659 Exeter Road
London, Ontario N6E 1L3

Attention: Frank Hochstenbach
Project Engineer
Telephone: (519) 873-4575 Fax: (519) 873-4600

Notices under this Agreement shall be in writing and sent by personal delivery, facsimile ("Fax") or by registered mail. Notices by registered mail shall be deemed to have been received on the fourth business day after the date of mailing. Notices by personal delivery or by Fax shall be deemed to have been received at the time of delivery or transmission, unless delivered or transmitted on a weekend or holiday, in which case such notice shall be deemed to have been received on the next business day. In the event of an interruption in postal service, notice shall be given by personal delivery or Fax.

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If the above meets with the City's approval, please have all four copies of this Letter of Agreement signed and dated, and return three original copies to this office as soon as possible. This signed Letter of Agreement will then constitute a mutual agreement by both parties with respect to the contents of this Agreement.

Yours truly,

Ann Baldwin
Regional Director
West Region

THE CORPORATION OF THE CITY OF LONDON

_____ C.S.
Authorized Signature

Date

Authorized Signature

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Appendix A

Option B - Replace watermain by open cut construction along City of London Right of Way north of Hwy 401, as per the alignment below.

