

ITEM 6
MANAGER'S REPORT NO. 59
COUNCIL MEETING 85/09/23

RE: CONSTRUCTION OF NORTH ROAD AND THE BRUNETTE RIVER BRIDGE
(Item No. 16, Report No. 44, 1985 June 24)

MUNICIPAL MANAGER'S RECOMMENDATION:

1. THAT the recommendation of the Acting Director Engineering be adopted.

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TO: MUNICIPAL MANAGER 1985 09 18

FROM: ACTING DIRECTOR ENGINEERING

SUBJECT: CONSTRUCTION OF NORTH ROAD
AND THE BRUNETTE RIVER BRIDGE

RECOMMENDATION:

THAT the Municipal Solicitor be directed to bring forward a Bylaw ratifying an agreement between the Corporation of the District of Burnaby and the City of New Westminster and the District of Coquitlam which establishes each party's share of the eligible costs.

REPORT:

Section 237 of the Municipal Act stipulates that an agreement entered into to jointly exercise a power conferred by the Act is not valid until ratified by a Bylaw adopted by a vote of not less than two-thirds of all members of the Council. The Bylaw also requires the approval of the Minister of Municipal Affairs. A draft agreement prepared by the District of Coquitlam is attached to this report. Each of the Municipalities named have reviewed the draft agreement and have stated that it is satisfactory. It is, therefore, in order that the Municipal Solicitor bring forward a Bylaw to ratify this agreement.

At their meeting of 1985 June 24 Council approved a recommendation that the Municipal Solicitor be directed to bring forward a Capital Works Machinery and Equipment Reserve Fund Bylaw (Item #16, Manager's Report #44). The accompanying report outlined the history of the upgrading of North Road between Trans Canada Highway #1 and the New Westminster boundary and concluded that the widening and reconstruction of the Brunette River Bridge and some minor roadworks at either end is the final phase which involves more than one Municipality. The portion south of this project is entirely within the City of New Westminster and will be upgraded in the near future.

(Cont'd.)

ITEM	6
MANAGER'S REPORT NO.	59
COUNCIL MEETING	85/09/23

118

The previously mentioned report also outlined the estimated cost of this project and the sharing of these costs between the Provincial Government, the Municipality of Coquitlam, the City of New Westminster and the District of Burnaby. This cost sharing is as follows:

Total Estimated Eligible Cost	\$694,000
Less Secondary Highways Grants	- 264,300
Less Revenue Sharing Grant	- 82,700
This leaves a Net Project Cost of	<u>\$347,000</u>

The Net Project Cost will further be divided as follows:

New Westminster	-	25% or	\$ 86,750
Coquitlam	-	25% or	\$ 86,750
Burnaby	-	50% or	\$173,500
			<u>\$347,000</u>

Time is of the essence in proceeding with the required contract in order for the work to be completed by 1986 February which is the deadline for submitting the project funding. The project is currently being tendered with a closing date of 1985 September 23. Based on this closing date it is our hope to be in a position to award the construction contract on September 30 or as shortly thereafter as possible.

W.C.S.

ACTING DIRECTOR ENGINEERING

VNW:cf
cc: () Director Finance
() Municipal Solicitor

Attach.

DRAFT

ITEM 6
MANAGER'S REPORT NO. 59
COUNCIL MEETING 85/09/23

THIS AGREEMENT made the _____ day of _____

1985.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY
4949 Canada Way,
Burnaby, British Columbia,
V5G 1M2

(hereinafter called "Burnaby")

OF THE FIRST PART

AND:

THE CITY OF NEW WESTMINSTER
511 Royal Avenue,
New Westminster, British Columbia,
V3L 1H9

(hereinafter called "New Westminster")

OF THE SECOND PART

AND:

THE DISTRICT OF COQUITLAM,
1111 Brunette Avenue,
Coquitlam, British Columbia,
V3K 1E9

(hereinafter called "Coquitlam")

OF THE THIRD PART

WHEREAS North Road is located upon the boundaries of Burnaby, New Westminster and Coquitlam;

AND WHEREAS all parties are desirous that the Brunette River Bridge forming part of North Road be widened and improved;

NOW THEREFORE the parties, in consideration of the covenants and agreements contained herein, mutually covenant and agree as follows:

1. Burnaby will carry out construction of the Brunette River Bridge and bridge approaches in accordance with Burnaby contract # 8511 and the plans and specifications included therein; or such amended plans, specifications and contracts as may be agreed upon in writing by Burnaby's Director of Engineering, New Westminster's City Engineer and Coquitlam's Municipal Engineer.

120

2. For the purposes of this Agreement, "Brunette River Bridge and bridge approaches" means:

- (a) that portion of North Road situated between a point approximately 75 metres south of the Brunette River Bridge and a point approximately 55 metres north of the Brunette River Bridge;
- (b) necessary traffic control measures including but not limited to signals, signs, paint markings and warning flashers;
- (c) drainage facilities required for the project;
- (d) grading of adjacent land to attain road elevations;
- (e) relocation of utilities to facilitate construction;
- (f) construction of retaining walls, abutments, fences and barriers; and
- (g) construction, maintenance and removal of detour roads during the course of construction;

all of which are collectively called the "Project".

3. The parties, New Westminster, Coquitlam and Burnaby agree to pay shares of the eligible cost of the "Project", which eligible costs include:

- (a) invoiced costs of engineering services and disbursements for the investigation, design, construction, supervision and recording of the works of the Project;
- (b) legal costs and assessments for land transfer, title searches, documents, negotiations and other transactions necessary to accommodate the works of the Project;
- (c) survey costs and disbursements, including legal survey, plan preparation, approvals;
- (d) contract disbursements for construction of the Project;
- (e) application and permit fees for the construction of the Project;
- (f) utility relocation, extension or repair costs invoiced by B.C.Telephone, B.C.Hydro, B.C.Hydro Gas, Cablevision or the sewer or water utilities of the respective parties to the agreement, necessitated by the work of the Project;

ITEM 6
MANAGER'S REPORT NO. 60
COUNCIL MEETING 85/09/23

(g) utility relocation, connection, repair, disconnection costs
invoiced by the GVSDD; and

(h) claims for damage or loss attributable to the project,
including deductible amounts and any costs not covered by
insurance.

4. The cost borne by the parties New Westminster, Coquitlam and
Burnaby shall be the Net Project Cost, which is the sum of the Eligible
Costs of the project, less any revenue sharing grants received in respect of
the Project; less any secondary highways grants received in respect of the
Project; less any special grants or rebates received in respect of the
Project, and shall be divided thusly:

- New Westminster: 25 percent of the Net Project Cost;
- Coquitlam: 25 percent of the Net Project Cost;
- Burnaby: 50 percent of the Net Project Cost.

5. As manager of the Project, Burnaby shall be entitled to charge the
project as part of the eligible cost, the amount of one percent of the total
eligible cost of the project to defray administrative expenses.

IN WITNESS WHEREOF the parties have caused their respective seals
to be affixed under the hands of their proper officers duly authorized in
that behalf as of the day and year first above written.

SEALD WITH THE COMMON SEAL OF)
THE CITY OF NEW WESTMINSTER AND)
SIGNED BY:)
_____)
_____)

SEALD WITH THE COMMON SEAL OF)
THE DISTRICT OF COQUITLAM AND)
SIGNED BY:)
_____)
MAYOR)
_____)
CLERK)

SEALD WITH THE COMMON SEAL OF)
THE CORPORATION OF THE DISTRICT)
OF BURNABY AND SIGNED BY:)
_____)
Municipal Clerk-Authorized Signatory)

