

NO: R181

COUNCIL DATE: December 7, 2020

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## REGULAR COUNCIL

TO: **Mayor & Council** DATE: **December 3, 2020**

FROM: **General Manager, Engineering** FILE: **6020-006/G**

SUBJECT: **Nicomekl River Bridge Replacement Agreement with Ministry of Transportation and Infrastructure**

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## RECOMMENDATION

The Engineering Department recommends that Council:

1. Receive this report for information;
2. Approve entering into an Agreement with Her Majesty the Queen in the Right of the Province of British Columbia, as represented by the Minister of Transportation and Infrastructure (“MoTI”) for the advancement of the Nicomekl Bridge Replacement, a draft of which is attached to this report as Appendix “I”; and
3. Authorize the Mayor and City Clerk to execute the finalized Agreement, provided it is substantially the same as that included as Appendix “I”.

## INTENT

The purpose of this report is to seek Council’s approval to enter into an Agreement with MoTI for engineering design services for the King George Nicomekl Bridge Replacement, which will be jointly funded by MoTI and the City who will each contribute up to \$1 million towards the engineering design services.

## BACKGROUND

The Nicomekl bridge provides a key regional connection and is a critical link for the region and Surrey, as it is one of the main links connecting North Surrey with South Surrey. Given the regional significance of this corridor and bridge crossing, the Nicomekl Bridge Replacement is identified within the Engineering Department’s 10-Year Servicing Plan.

There are currently two bridges at the Nicomekl River crossing. The existing single-lane northbound Bailey Bridge requires replacement as it was installed in the 1970’s and has a 10,000 kilogram weight restriction, which limits its use for larger vehicles. The existing two-lane timber trestle bridge, which provides a northbound and southbound travel lane, also requires replacement as it does not meet current seismic standards and is reaching the end of its service life.

The location of these improvements is illustrated on the map attached as Appendix “II”.

## **DISCUSSION**

The City is seeking to partner with MoTI in the delivery of the Nicomekl Bridge Replacement project. The Agreement, attached as Appendix “I”, establishes the respective funding contributions, obligations, and responsibilities of the City and MoTI to complete the detailed design of the Nicomekl Bridge Replacement Project. The Agreement has been established based on the following principles:

### **Planned Improvements**

The improvements to the Nicomekl Bridge Replacement generally consist of the following:

- Two travel lanes northbound and two lanes southbound from the Highway 99 and King George Boulevard interchange to Crescent Road;
- Improved neighbourhood access and circulation to Nicomekl Road from King George Boulevard;
- Inclusion of cycling and pedestrian facilities;
- Improved pedestrian connectivity to the Nicomekl Riverfront Park through the inclusion of a pedestrian connection across King George Boulevard; and
- Improved seismic and coastal flooding resiliency.

The proposed improvements are generally illustrated on the plan attached in Appendix “I”. These improvements will serve to reduce congestion and delays, along with meeting growing capacity needs and providing multi-modal infrastructure for all road users.

### **Cost-Sharing**

Given the regional and local significance of bridge crossing, these improvements are being delivered in partnership with MoTI and it is intended that the improvements will be jointly funded by MoTI and the City who will equally fund this project 50/50. The total capital value of the project is estimated at \$18 to \$20 million.

This Agreement contemplates the funding for the detailed design and permitting phase of the work, with MoTI and the City each funding 50% up to \$1.0 million. Subsequent to the completion of the project design, the City and MoTI intend to enter into an agreement for the tendering and construction of the work.

## Project Timeline

MoTI and the City will work collaboratively to proceed with the construction of this project in Fall 2021, subject to Council approval and MoTI available funding. The anticipated project schedule is as follows:

<b>Nicomekl River Bridge Activity</b>	<b>Anticipated Schedule</b>
Council Approval of Agreement	December 7, 2020
Commence Design	December 21, 2020
Public Engagement	March 2021
Provincial and Federal Permitting	May 2021
Design Completion	August 2021
Construction Commencement <i>(Subject to Council and MoTI approval along with Provincial and Federal Permitting)</i>	Fall 2021
Construction Completion	Fall 2022

## Legal Services Review

The Agreement has been reviewed by Legal Services and they have no concerns. The review has found the Agreement to be acceptable to the City in the terms and scope of commitments included.

## FUNDING

Funding for the City's portion of the design for the Nicomekl Bridge Replacement in the amount up to \$1.0 million is committed as part of the 2021 Transportation Budget.

## SUSTAINABILITY CONSIDERATIONS

The approval of the Agreement supports the objectives of the City's Sustainability Charter 2.0. In particular, this work relates to the Sustainability Charter themes of Built Environment and Neighbourhoods, and Infrastructure. Specifically, this agreement supports the following Desired Outcomes ("DO"):

- Neighbourhoods and Urban Design DO2: Surrey is well-connected within the city and to the rest of the region by fast and efficient public transit and active all-ages-and-abilities transportation infrastructure; and
- Transportation DO11: An integrated and multi-modal transportation network offers affordable, convenient, accessible and safe transportation choices within the community and to regional destinations.

## CONCLUSION

Based on the above discussion, it is recommended that Council approve entering the Agreement with MoTI for the advancement of the Nicomekl Bridge Replacement project.

Scott Neuman, P.Eng.  
General Manager, Engineering

VJ/cc

Appendix "I" – Draft Agreement with MoTI  
Appendix "II" – Map of Project Location

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## FUNDING AGREEMENT

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister of Transportation and Infrastructure

(the “**Province**”)

AND:

**CITY OF SURREY**

(the “**City**”)

(together, the “**Parties**” and each individually, a “**Party**”)

WHEREAS:

A. The City proposes to lead the design and procurement of a final design plan (the “**Final Design Plan**”) with respect to the replacement of the two bridge crossing structures located at King George Boulevard and Nicomekl River (the “**Nicomekl River Bridge Replacement**”), located in Surrey, British Columbia (map showing location is attached hereto as Schedule A);

B. The Province proposes to contribute to the funding of the Final Design Plan, and this Agreement is entered into to set out the terms and conditions of the Province’s contribution.

NOW THEREFORE, in consideration of the covenants contained in this Agreement, the Parties agree as follows:

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

**1.1 Defined Terms**

In this Agreement (including the recitals), the following terms have the following respective meanings:

- (a) “**Draft Design Plan**” means the draft design plan attached hereto as Schedule B.
- (b) “**Final Design Plan**” has the meaning given in Recital A to this Agreement.
- (c) “**Final Design Plan Costs**” means the actual costs incurred by the City in connection with the design and procurement of the Final Design Plan.
- (d) “**Final Design Plan Requirements**” has the meaning given in Section 2.1(a).
- (e) “**Nicomekl River Bridge Replacement**” has the meaning given in Recital A to this Agreement.
- (f) “**Provincial Contributions**” has the meaning given in Section 3.1.

**ARTICLE 2  
FINAL DESIGN PLAN REQUIREMENTS**

**2.1 Final Design Plan Requirements**

- (a) The Province and the City acknowledge and agree to the requirements for the Final Design Plan as set out in Schedule C attached to this Agreement (the “**Final Design Plan Requirements**”).
- (b) The City acknowledges and agrees that if any material change in the Final Design Plan Requirements is proposed by the City (said material change to be defined by the Province, acting reasonably), the City will give prior written notice and reasonable details to the Province’s Regional Project Manager, together with such other information and documentation regarding such proposed change as the Province may reasonably request, and no such change to the Final Design Plan Requirements will be made unless and until the Province, in its sole and absolute discretion, has accepted such proposed change in writing.

**ARTICLE 3  
PROVINCIAL FUNDING CONTRIBUTION**

**3.1 Provincial Funding Contribution**

Subject to the terms and conditions expressed in this Agreement, the Province will make a funding contribution to the City for the design and procurement of the Final Design Plan, in an amount equal to the lesser of:

- (i) Fifty-percent (50%) of the City’s costs in developing and procuring the Final Design Plan; or
- (ii) One million dollars (\$1,000,000),

subject to the available funding by both Parties, as related to their respective statutory, regulatory, and bylaw requirements and appropriations,

(the “**Provincial Contribution**”)

**3.2 Use of Provincial Contribution**

The City will use the Provincial Contribution solely for paying Final Design Plan Costs.

**3.3 Timing of Payment**

The Province will make payments of the Provincial Contribution to the City within 60 days after the Province receives reasonably detailed invoices from the City.

**ARTICLE 4  
GENERAL**

**4.1 Dispute Resolution**

The Parties will attempt in good faith to resolve any disputes relating to this Agreement informally. Upon the request of either Party, a dispute will immediately be referred to senior representatives of the Parties for resolution by them.

#### **4.2 Financial Administration Act**

The obligations of the Province are subject to the *Financial Administration Act* (British Columbia), which provides that it is a term of every agreement providing for the payment of money by the Government of British Columbia that payment of money that becomes due under the agreement is subject to an appropriation being available for that agreement in the fiscal year when the payment falls due.

#### **4.3 No Assignment or Disposition of the Final Design Plan**

This Agreement may not be assigned by either Party without the prior written consent of the other Party, provided that the funding and financial obligations of the Province under this Agreement, including those contained in Article 3, may be assumed by the BC Transportation Financing Authority.

#### **4.4 Publicity and Confidentiality**

The Parties will handle all public communications regarding the terms and content of this Agreement, the Draft Design Plan, and the Final Design Plan, on a collaborative basis. All communication strategy, messaging and project information that is contemplated to be shared with the public will be developed and pre-approved by both Parties collaboratively before release, on the provision that the City will take the lead on delivering any public communications;

#### **4.5 No Partnership or Agency**

This Agreement is not intended to create, nor will it be construed as creating, any partnership or agency whatsoever between the Parties and neither Party will be deemed to be the legal representative of the other Party for the purposes of this Agreement, the Final Design Plan, or otherwise nor will either Party have, or represent itself to have, any authority or power to act for, to undertake any obligation or responsibility on behalf of, or to pledge the credit of the other Party.

#### **4.6 Further Assurances**

Each of the Parties will execute such further documents and do and perform or cause to be done and performed such further and other acts as may be reasonably necessary from time to time in order to give full effect to this Agreement.

#### **4.7 Amendment**

None of the terms, conditions or provisions of this Agreement will be held to have been changed, varied, modified or altered by any act or knowledge of either Party or their respective agents, servants or employees unless a written agreement is executed by each Party setting out any intended change, variation, modification or alteration of this Agreement.

#### **4.8 Entire Agreement**

As of the date hereof, this Agreement constitutes the entire understanding and agreement between the Parties regarding the subject matter of this Agreement, including expressly the Province's funding of the Final Design Plan, and supersedes and replaces all prior discussions, negotiations and understandings between the Parties with respect to the subject matter of this Agreement.

#### **4.9 Enurement**

This Agreement will enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

#### 4.10 Notices

All notices and other communications by either Party to the other Party contemplated under this Agreement shall be in writing and shall be sent by hand delivery, by electronic transmission or by facsimile transmission and shall be effective when hand delivered or, in the case of facsimile or electronic transmission, when received. All notices shall be given to a Party at its address shown below, or at such other address as the Party may from time to time specify by notice to the other Parties:

- (a) to the Province:

Suite 310 – 1500 Woolridge Street  
Coquitlam, BC V3K 0B8  
Attention: Stephanie Rothman, Regional Project Manager  
Facsimile: 236-455-1567  
Email: [Stephanie.Rothman@gov.bc.ca](mailto:Stephanie.Rothman@gov.bc.ca)

- (b) to the City:

13450-104 Avenue  
Surrey, B.C.  
Attention: Victor Jhingan, Design & Construction Program Manager  
Facsimile: 604-591-4339  
Email: [vjhingan@surrey.ca](mailto:vjhingan@surrey.ca)

#### 4.11 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia.

#### 4.12 Time of the Essence

Time will be the essence of this Agreement.

**4.13 Counterparts**

This Agreement may be executed in one or more counterparts. Any single counterpart of a set of counterparts executed, in either case, by all of the Parties will constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or PDF form.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

**SIGNED** on behalf of **HER MAJESTY** )  
**THE QUEEN IN RIGHT OF THE** )  
**PROVINCE OF BRITISH COLUMBIA** )  
by a duly authorized representative of )  
the **MINISTER OF TRANSPORTATION** )  
**AND INFRASTRUCTURE** in the )  
presence of: )  
)  
)  
)

\_\_\_\_\_  
Ministry of Transportation and Infrastructure  
Name:  
Title:

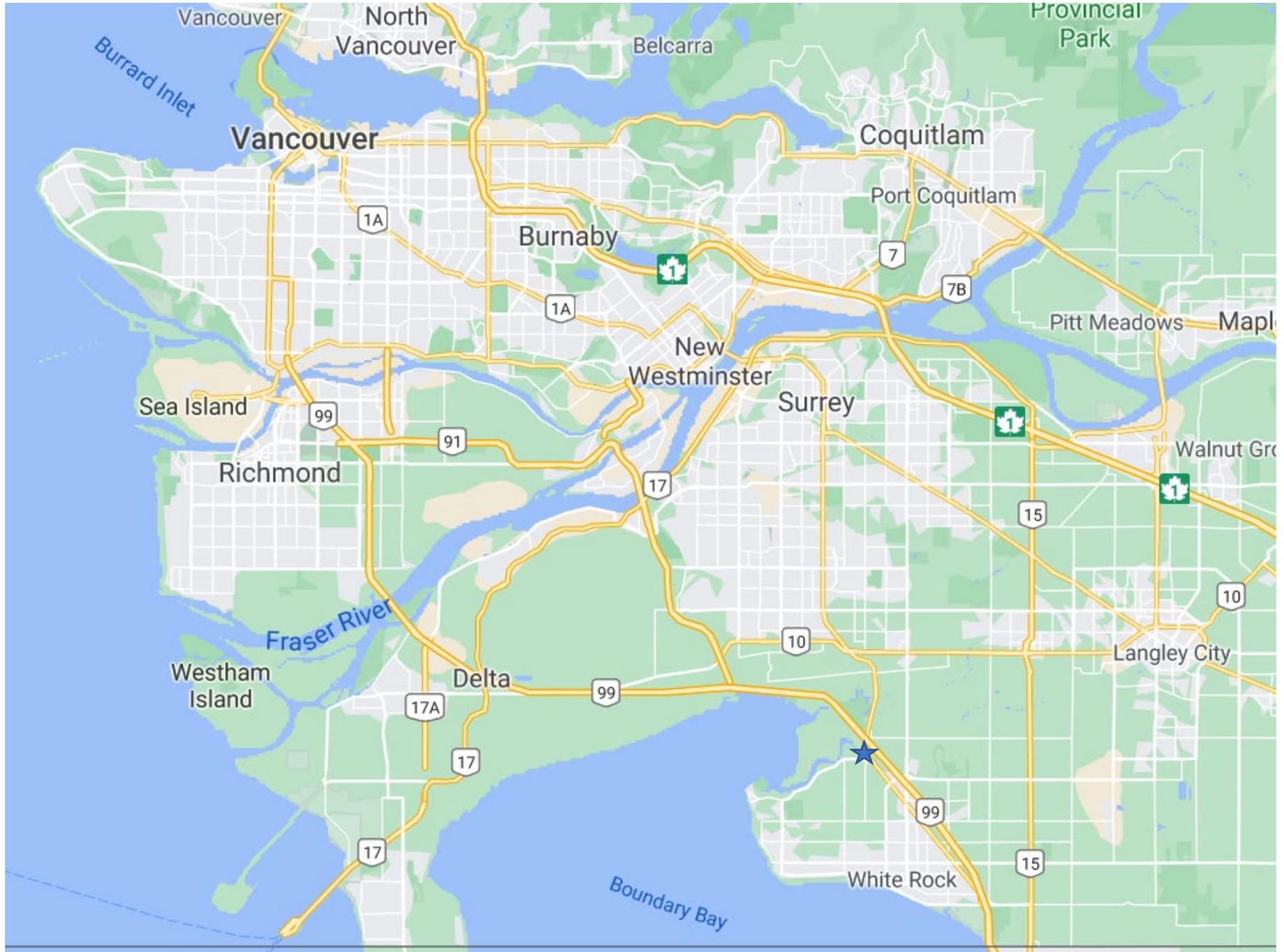
**CITY OF SURREY**  
by its authorized signatories:

Per:

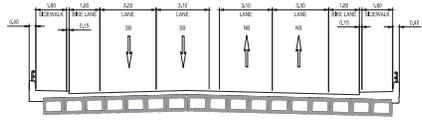
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

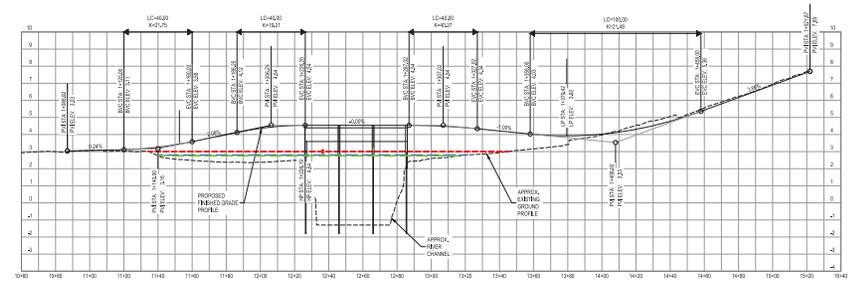
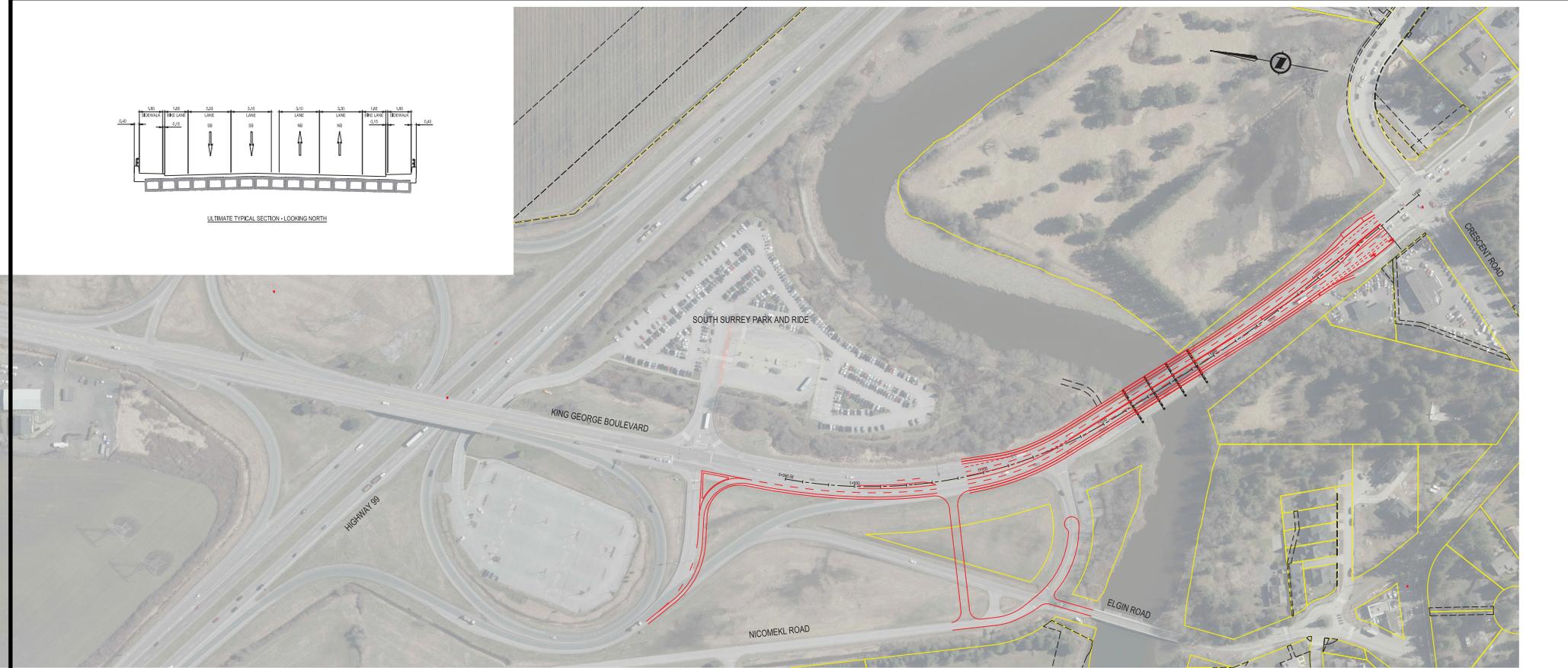
# Schedule A: Nicomekl River Bridge Replacement Location



# Schedule B



ULTIMATE TYPICAL SECTION - LOOKING NORTH



## SCHEDULE C FINAL DESIGN PLAN REQUIREMENTS

The Nicomekl River Bridge Replacement consists of the following:

- (a) Replacement of the existing one-lane bailey bridge, and the existing two-lane timber trestle bridge with a new 4-lane bridge crossing;
- (b) Laning and geometry improvements between the Park and Ride Intersection and Crescent Road which are required to accommodate the new 4-lane bridge crossing alignment; and
- (c) Realignment of Nicomekl Road further north to provide an appropriate setback to the bridge approaches and introduce a northbound left turn lane to Nicomekl Road.

In addition to the Draft Design Plan, the following key design criteria will guide and form the basis for the Final Design Plan:

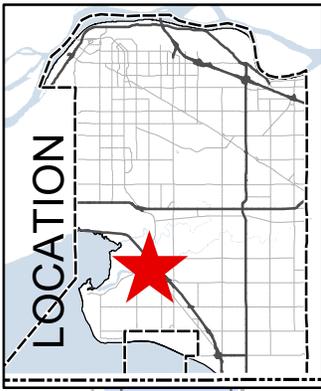
### Structural Design elements:

- (i) The bridge will have a design life of 75 years;
- (ii) The bridge will be designed in accordance with Ministry Bridge Standards and Procedures Manual, Volume 1 Supplement to CHBDC S6-14;
- (iii) Canadian Highway Bridge Design Code, CSA S6-14;
- (iv) AASHTO “Standard Specifications for Highway Bridges” (latest edition);
- (v) Ministry Standard Specifications for Highway Construction;
- (vi) Seismic performance to be investigated and defined as part of a conceptual design report. The seismic performance will consider surrounding network conditions and will be mutually agreed to by the City and the Province, and the structure will be designed as a ‘Major Route’ structure as per MoTI Supplement to CAN/CSA S6 14; and
- (vii) The underside of the girder elevation must be greater than the design flood level of 3.2m geodetic which is the 200 Year flood level for the year 2100.

### Civil Design Elements:

- (i) The bridge and approach geometry will generally consist of a 1.8m southbound sidewalk, 1.8m southbound bike lane, two 3.2m southbound travel lanes, two 3.2m northbound travel lanes, 1.8m northbound bike lane, and a 1.8m northbound sidewalk; and
- (ii) The civil design elements will follow the City of Surrey Design Criteria Manual, Supplemental Master Municipal Construction Documents, and the Master Municipal Construction Documents;

(collectively, the “**Final Design Plan Requirements**”)



**LEGEND**

- Project Location
- Parks

Produced by GIS Section: 03-Dec-2020, P205934

Scale: 1:8,000



# Nicomekl River Bridge Replacement

## ENGINEERING DEPARTMENT

The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.

Source: G:\IMAPPING\GIS\Maps\CorporateReps\LnC\IPS\_dnc\NicomeklBridge\_APIII.mxd