

NO: R078

COUNCIL DATE: June 5, 2023

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**REGULAR COUNCIL**

TO: **Mayor & Council**

DATE: **May 30, 2023**

FROM: **General Manager, Engineering**

FILE: **1718-041/G**

SUBJECT: **20 Avenue Overpass of Highway 99  
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 Ownership, Maintenance and Rehabilitation Agreement (“OMR Agreement”) with His Majesty the King in the Right of the Province of British Columbia, as represented by the Minister of Transportation and Infrastructure, for the 20 Avenue Overpass of Highway 99; and
3. Authorize the Mayor and City Clerk to execute the finalized OMR 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 OMR Agreement with the Minister of Transportation and Infrastructure (“MoTI”) for the 20 Avenue Overpass of Highway 99 (the “Overpass”), as illustrated on the map attached to this report as Appendix “II”.

**BACKGROUND**

The Overpass will help alleviate traffic congestion on 16 Avenue and 24 Avenue, as well as support growth in the Grandview Heights community.

The Overpass will consist of two lanes westbound and two lanes eastbound, with a separated multi-use pathway on the north side for pedestrians and cyclists. The Overpass is generally illustrated in the rendering attached as Appendix “III”.

The City hosted an open house on May 17, 2023 to introduce the project and to engage with and seek input from the public. 160 people attended the open house. Generally, the public was in support of the project and the main themes of feedback surrounded: the need for congestion relief and multi-modal infrastructure; inquiries regarding impacts to private property; and road safety measures that will be incorporated into the detailed design of the Overpass project.

## **DISCUSSION**

### **OMR Agreement**

Staff are finalizing the design for the Overpass and the City is now seeking to enter into an OMR Agreement with MoTI in advance of construction of the project. The OMR Agreement, attached as Appendix "I", establishes the City is responsible for 100% of the ownership, construction, operation, maintenance, and rehabilitation requirements.

### **Project Timeline**

The Overpass project has advanced into the detailed design phase. Staff anticipate bringing a report to Council in 2024 to commence construction for the realignment of Croydon Drive, with the construction of the Overpass subsequently commencing in 2025. The preliminary cost estimate for this project is \$25-30 million, and this estimate will be refined as detailed design is completed over the next year.

### **Legal Services Review**

This report and related OMR Agreement have been reviewed by Legal Services.

## **CONCLUSION**

Based on the above discussion, it is recommended that Council approve entering into the OMR Agreement with MoTI for the Overpass project.

Scott Neuman, P.Eng.  
General Manager, Engineering

JC/VJ/cc

Appendix "I" – Draft Agreement with MoTI

Appendix "II" – Map of Project Location

Appendix "III" – Project Rendering

**20<sup>th</sup> AVENUE OVERPASS  
INFRASTRUCTURE OWNERSHIP, OPERATION, MAINTENANCE AND  
REHABILITATION AGREEMENT**

**BETWEEN:**

**The Government of British Columbia (as defined in the Interpretation Act, s. 29), as  
represented by the Minister responsible for the Transportation Act**

Lower Mainland District  
310-1500 Woolridge Street  
Coquitlam, BC V3K 0B8

(the "Province")

**AND:**

**City of Surrey**

13450 – 104 Avenue  
Surrey, BC V3T 1V8

(the "City")

(collectively, the "Parties")

**BACKGROUND**

The City is constructing an overpass of Highway 99 at 20<sup>th</sup> Avenue, authorized by a Permit for Works in Highway issued pursuant to section 62 of the *Transportation Act*.

The Province and the City wish to enter into this agreement for the purpose of assigning the responsibilities of the Parties in connection with the ownership, inspection, maintenance and operation of the 20<sup>th</sup> Avenue Overpass infrastructure.

**AGREEMENT:** For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each Party), the Parties agree as follows:

**DEFINITIONS**

In this Agreement:

"20<sup>th</sup> Avenue Overpass" means the 20<sup>th</sup> Avenue grade separation structure crossing over Highway 99;

"Agreement" means this Agreement;

"City OMR" means the activities set out as the responsibility of the City in the OMR Responsibility Table;

"Detailed Inspection" means an inspection of the 20<sup>th</sup> Avenue Overpass to determine its condition by observing and recording the extent and severity of deterioration of all of its components, complemented by physical testing as warranted by condition, and includes close up inspection of all structure components using specialized equipment to provide access to components and physical testing to verify the condition of hidden components at critical areas as determined by a qualified professional engineer, resulting in an Inspection Report;

“Effective Date” means the date the last signature is affixed to this Agreement;

“Infrastructure” means all infrastructure included in the OMR Responsibility Table;

“Infrastructure Damage” means any damage sustained to the 20<sup>th</sup> Avenue Overpass by natural, geophysical or human caused incidents;

“Inspection Report” means a report resulting from the Inspection Services which is to contain the following information:

- (a) the identification and documentation of potential safety issues;
- (b) the identification and documentation of the condition of the structural components of the Overpass;
- (c) the identification and documentation of any geotechnical, drainage or other issues associated with the 20<sup>th</sup> Avenue Overpass;
- (d) the identification and documentation of the maintenance and repair requirements for the 20<sup>th</sup> Avenue Overpass, including recommended timeframe for implementing such requirements; and
- (e) confirmation as to whether the 20<sup>th</sup> Avenue Overpass is in safety operating condition.

“Inspection Services” means Routine Inspection and Detailed Inspection of the 20<sup>th</sup> Avenue Overpass, or an inspection by the Province pursuant to section 8 of this Agreement.

“Ownership Map” means the plan attached as Schedule A, which reflects the ownership of and jurisdiction over the lands where the Infrastructure is located;

“OMR Responsibility Table” means the document attached as Schedule B;

“Province Standards” means the most current version of the Standard Specifications for Highway Construction, the Electrical Maintenance Service Agreement, and the Highway Road and Bridge Maintenance Agreement. At the date of this Agreement, these are available at:

- [SCHEDULE 1: SPECIFICATION](#)
- [SERVICE AREA 6: LOCAL AREA SPECIFICATION](#)
- [LOWER MAINLAND DISTRICT: ELECTRICAL MAINTENANCE SERVICE AGREEMENT](#)

“Routine Inspection” means an inspection of the 20<sup>th</sup> Avenue Overpass to determine its condition by observing and recording the extent and severity of deterioration of all of its components and includes a combination of hands-on and visual inspection of same in order to assign a condition rating to each of its components and therewith to aggregate those condition rating to create the overall structure condition rating, resulting in an Inspection Report.

## **TERMS**

### **MAINTENANCE**

1. The Parties have agreed to allocate responsibility for ownership, operation, maintenance, and rehabilitation (OMR) of the Infrastructure as set out in the OMR Responsibility Table.
2. The City will perform the maintenance and rehabilitation set out as the City’s responsibility based on the OMR Responsibility Table to the Provincial Standard, at the City’s cost.

3. The City will perform a Routine Inspection on a regularly scheduled frequency, set by the City but in any event at least once every 2 years, or more frequently if necessary in the opinion of a qualified professional engineer provided in writing to both the Province and the City, having regard to the condition of the 20<sup>th</sup> Avenue Overpass or components thereof. The City will provide a written Inspection Report to the Province within ten (10) business days of the City taking receipt of the report.
4. The City will perform a Detailed Inspection on a regularly scheduled frequency, set by the City but in any event at least once every 5 years, or more frequently if necessary in the opinion of a qualified Professional Engineer provided in writing to both the Province and the City, having regard to the condition of the 20<sup>th</sup> Avenue Overpass or one or more components thereof. The City will provide a written Inspection Report to the Province within ten (10) business days of the City taking receipt of the report.
5. While performing Inspection Services or City OMR which affects traffic or may create a safety hazard on the provincial public highway, the City will submit an H1080 form to the Province and receive the Province's acceptance in advance of the work.
6. The City will be responsible for addressing all deficiencies identified in the Inspection Reports to the satisfaction of the Province, at the City's cost.
7. In the event the City does not perform City OMR in accordance with this Agreement, or remedy deficiencies identified in an Inspection Report, the Province may perform such work, and the City will reimburse the Province for the cost of such work within 60 days of receiving an invoice for such work.
8. The Province retains the right to inspect the 20<sup>th</sup> Avenue Overpass at any time, for any reason.
  - 8.1. Any deficiency noted will be brought to the attention of the City and a timeframe for completing the necessary repairs will be mutually agreed to by the Province and the City.
  - 8.2. All repairs will be completed by the City at their sole cost.
  - 8.3. If an Inspection Report is received by the Province related to the inspection, the Province will provide a copy of the Inspection Report to the City.

## **INCIDENTS**

9. In the event of an incident involving the 20<sup>th</sup> Avenue Overpass, the Party first aware of the incident will notify the other at the earliest opportunity, acting reasonably, of the incident being reported, including any known Infrastructure Damage
  - 9.1. The City's notification to the Province will be made to the Transportation Management Centre at 1-866-707-7862.
  - 9.2. The Province's notification to the City will be made to [City of provide contact information]
  - 9.3. The Province will notify the Maintenance Contractor of the incident and have the structural team attend the scene to perform a Detailed Inspection and to provide traffic control.
10. The Province reserves the right to have the Infrastructure repaired to the Provincial Standard or alternately as authorized by the District Manager, Transportation, at the City's cost.
11. The Province may invoice the City for the time required to inspect the structure and oversee repairs, and the City pay the invoiced amounts within 30 days of receipt.

**INDEMNIFICATION**

12. The City indemnifies the Province and the BC Transportation and Financing Authority, and their respective servants, directors, officers, employees and agents against all claims, actions, causes of action, demands, losses, damages, costs, liabilities, expenses, fines, penalties, assessments and levies, including fees of solicitors and other professional advisors, made against or incurred, suffered or sustained by any of them arising out of or in connection with Any breach, violation or non-performance by the City of any covenant, condition or term in this Agreement and any personal injury, bodily injury, death or property damage occurring or happening, provided that it is connected to the 20<sup>th</sup> Avenue Overpass and the City’s activities pursuant to this Agreement.

**REPRESENTATIVES**

13. Any notice, document or communication required or permitted to be given under this Agreement must be in writing and will be deemed to have been given if delivered by hand, email, courier, or double-registered mail to the party to whom it is to be given as follows:

(a) For the Province:  
Elena Farmer, District Manager, Transportation  
Lower Mainland District, South Coast Region  
Ministry of Transportation and Infrastructure  
310-1500 Woolridge Street, Coquitlam, BC V3K 0B8  
T: 236-468-1935 E: Elena.Farmer@gov.bc.ca

(b) For the City:  
Name  
Title  
City of Surrey  
Address  
Surrey, BC Postal Code  
T: \_\_\_\_\_ E: \_\_\_\_\_

or such other representative and addresses that a party may provide to the other from time to time.

**TERM**

14. The term of this Agreement will commence on the reference date of this Agreement and continue until the Parties mutually agree to terminate it or until the Province resumes the infrastructure located in Schedule “A”, or at the end of the 20<sup>th</sup> Avenue Overpass lifespan, as determined by the City.

15. The City must not assign its right and obligations under this Agreement without the Province’s prior written consent which can be withheld at the Province’s discretion.

**CONFIDENTIALITY**

16. The City will at all times treat as confidential all documents and other information supplied to or obtained as a result of this Agreement and shall not permit the publication, release or disclosure of the same without the prior written consent of the Province. This obligation survives the completion or termination of this Agreement.

**FOIPPA**

17. All information, material and documentation relating to the Project and this Agreement that is in the custody or control of either Party is subject to the Freedom of Information and Protection of Privacy Act and, except where the disclosure is to be made to the other Party, each Party will provide the other with

notice under section 23 of the Freedom of Information and Protection of Privacy Act prior to any release of any such information, material or documentation.

**GENERAL**

- 18. The Parties agree that any amendment to the terms and conditions of this Agreement must be in writing and duly executed by both Parties.
- 19. If there is a dispute in respect of this Agreement between the Province and City, the Parties agree to settle the dispute by way of negotiation.
- 20. The Parties agree that this Agreement will be construed in accordance with the laws of the Province of British Columbia.
- 21. The attached Schedules form part of this Agreement.
- 22. Time is of the essence in this Agreement.
- 23. Unless the context otherwise requires, any reference to "this Agreement" means this instrument and all of the Schedules attached to it and any reference to any Section or paragraph by number is a reference to the appropriate Section or paragraph in this Agreement, each Schedule attached to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 24. Nothing in this Agreement fetters or limits the exercise of the parties' statutory authority as set out in applicable laws.
- 25. This Agreement may be executed in counterparts by each Party signing a separate copy of it (including a photocopy or PDF) and delivering it to the other Party by mail, personal delivery or email.

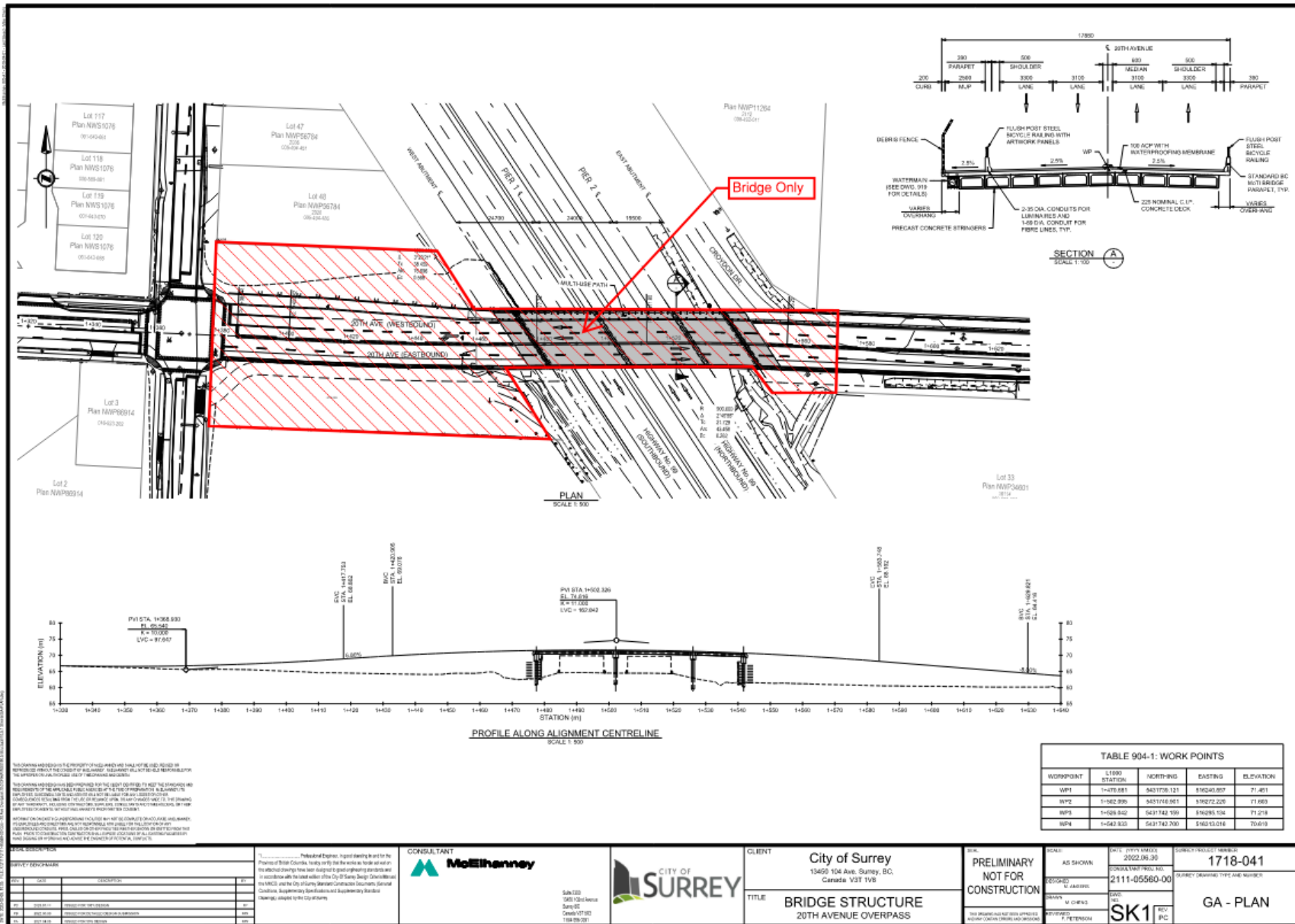
Signed on behalf of His Majesty the King in )  
the right of the Province of British Columbia, )  
as represented by the Minister of )  
Transportation and Infrastructure on this )  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ )

\_\_\_\_\_  
Signature of Authorized Representative of  
Ministry

Signed on behalf of the City of Surrey on this )  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ )

\_\_\_\_\_  
Signature of Authorized Representative of City  
of Surrey

# SCHEDULE "A" – OWNERSHIP MAP

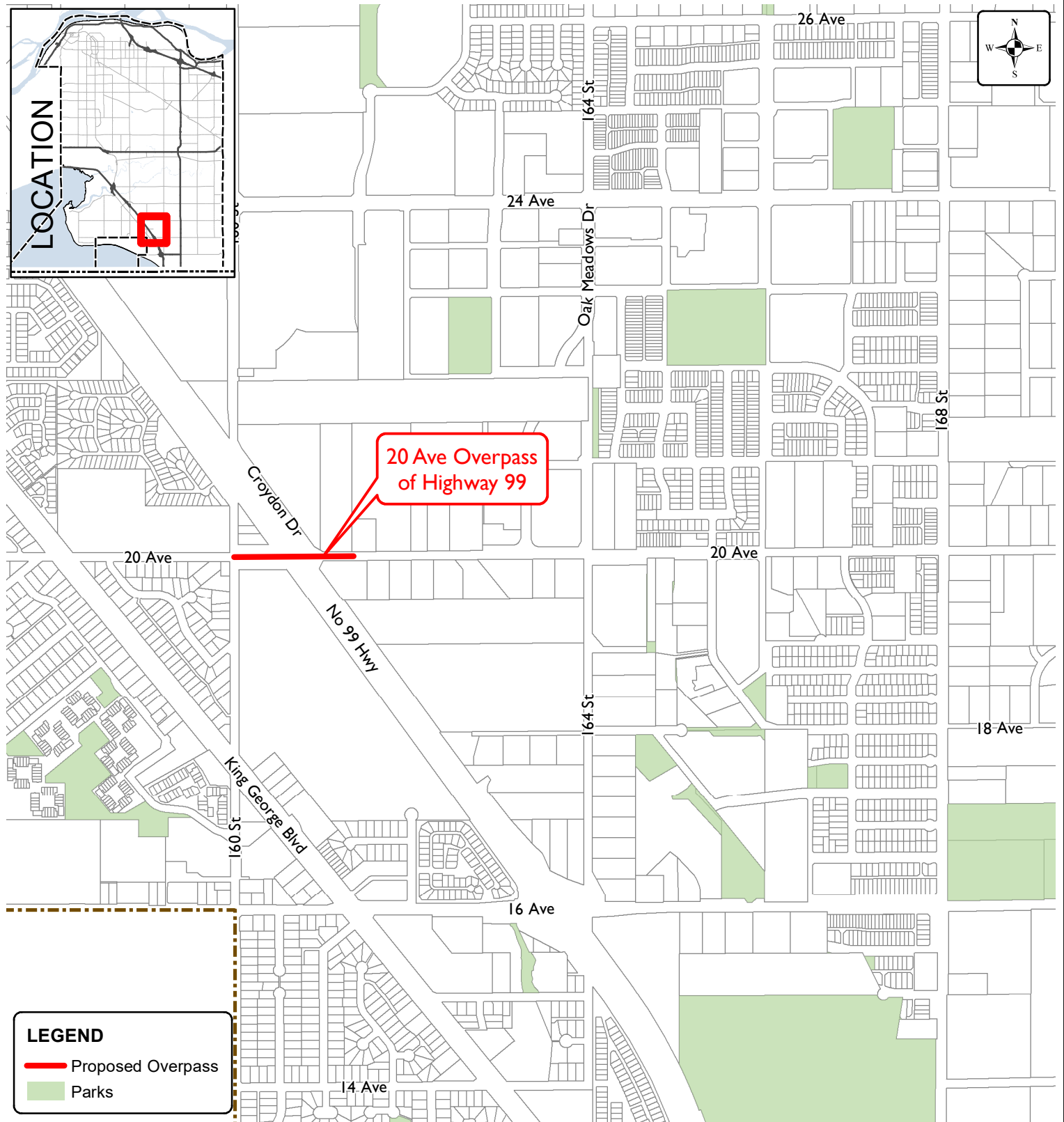
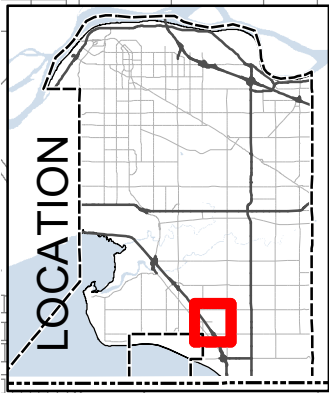




## SCHEDULE “B” – MAINTENANCE RESPONSIBILITIES

1. The parties hereto agree that the maintenance activities as designated by the responsibility matrix in Table 1 below shall be at the responsible Party’s sole cost.

<b>Table 1: 20<sup>th</sup> Avenue Overpass Maintenance Responsibilities</b>		
<b>Works Item</b>	<b>Provincial Responsibility (%)</b>	<b>City Responsibility (%)</b>
<b>Structural Maintenance/Rehabilitation</b>		
• Substructure and Superstructure		100
• Bridge Deck		100
• Structures Cleaning		100
• Drainage		100
• Joints and Bearings		100
• Concrete Structures		100
• Abutments		100
• Bridge Railings		100
• Graffiti Removal		100
<b>Surface Maintenance/Rehabilitation</b>		
• Asphalt Pavement		100
• Surface Treatment		100
• Pavement Markings		100
• Road Base Maintenance		100
• Surface Cleaning		100
• Debris Removal		100
• Snow Removal and Ice Control		100
• Street Sweeping		100
<b>Roadway Lighting Maintenance/Rehabilitation</b>		
• Street, Roadway, Area and Sign Lighting		100
<b>Cycling and Pedestrian Maintenance/Rehabilitation</b>		
• Sidewalks, Multi-Use Paths		100
• Sidewalk, multi-use path lighting		100



**LEGEND**

- Proposed Overpass
- Parks

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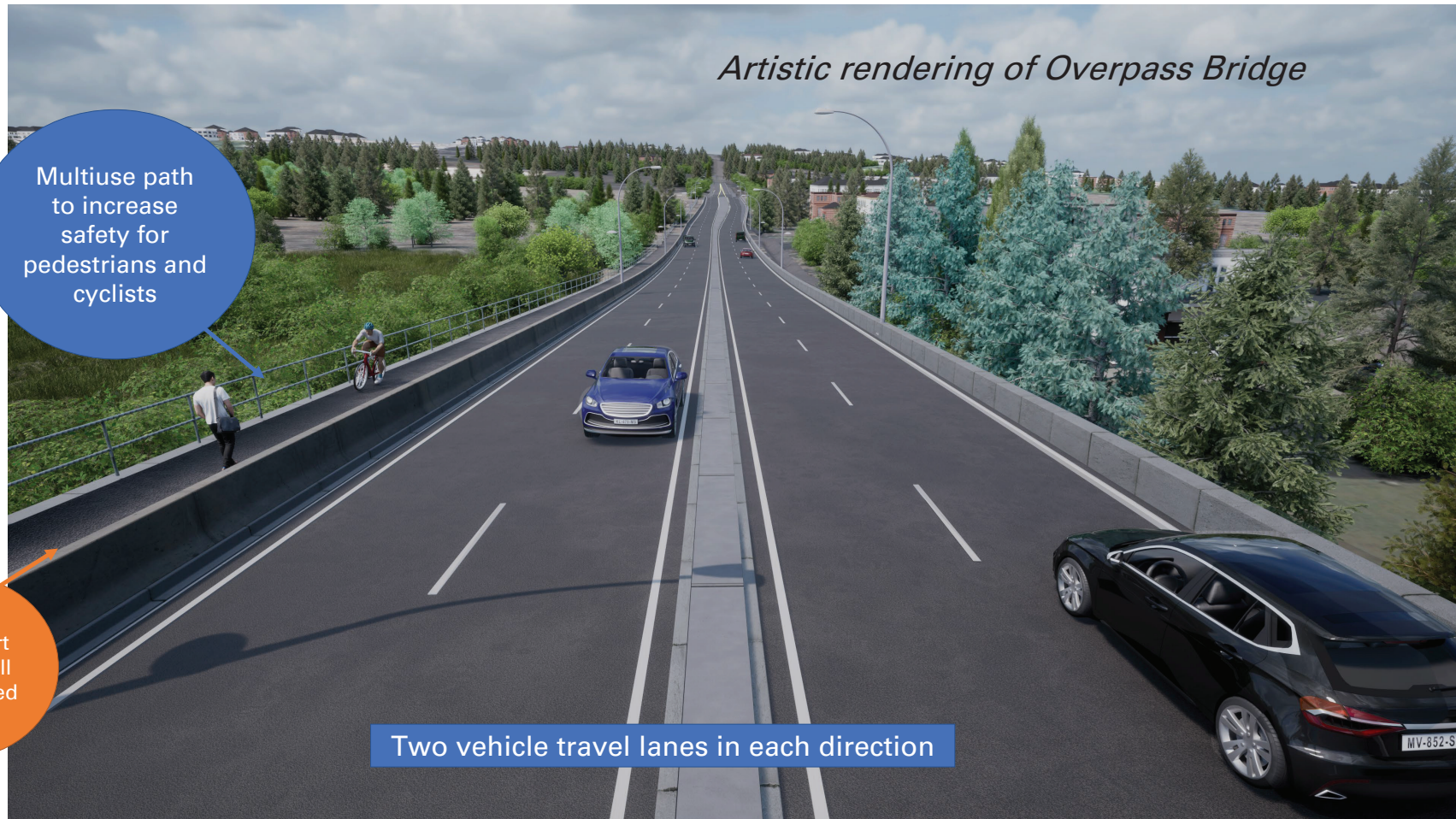
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## Project 1718-041 20 Avenue Overpass of Highway 99

ENGINEERING  
DEPARTMENT

# 20 Avenue Highway 99 Overpass Project



*Artistic rendering of Overpass Bridge*

Multiuse path  
to increase  
safety for  
pedestrians and  
cyclists

Public Art  
Panel will  
be installed

Two vehicle travel lanes in each direction