

**CANADA – CITY OF VICTORIA
BUILDING CANADA FUND**

**AGREEMENT FOR JOHNSON STREET BRIDGE REPLACEMENT
2010-2011 / 2017-2018**

AMENDING AGREEMENT NO. 1

This Amending Agreement is made as of the date of last signature.

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure, Communities and Intergovernmental Affairs (“Canada”)

AND **THE CORPORATION OF THE CITY OF VICTORIA** incorporated pursuant to the *Victoria Incorporation Act, 1862* (the “Recipient” or the “City of Victoria”),

Collectively referred to as the “Parties”.

WHEREAS the Minister of Infrastructure, Communities and Intergovernmental Affairs is responsible for the Program entitled the Building Canada Fund;

WHEREAS on March 23, 2011, Canada and the Recipient entered into a contribution agreement setting out the terms and conditions for Canada’s contribution of not more than thirty-three and one third percent (33.33%) of the total Eligible Costs for the Project, but only up to a maximum of \$21,000,0000 (the “Agreement”);

AND WHEREAS Canada and the Recipient have agreed to amend the Agreement to extend the Project Completion Date, agreement end date, time limits for claims and final adjustments, and to amend Schedule B (The Project) and Schedule D (Reporting, Audit and Evaluation) in accordance with the terms and conditions herein (“Amending Agreement No. 1”);

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

1. AMENDMENTS TO THE AGREEMENT

- 1.1 Section 1.1 (Definitions) of the Agreement, the definition of “Project Completion Date” is deleted and replaced by the following:

“**Project Completion Date**” means twelve (12) months after the Substantial Completion Date but no later than September 30, 2017, except for audit and evaluation costs where the project completion date shall be November 30, 2017.

- 1.2 Section 1.3 (Duration of the Agreement) of the Agreement is deleted and replaced by the following:

This Agreement will be effective as of the Effective Date and will terminate on the earlier of:

- a) eighteen (18) months after the Substantial Completion Date of the Project; and
 - b) March 31, 2018,
- subject to early termination in accordance with this Agreement.

- 1.3 Section 6.4 (Time Limits for Claims) of the Agreement is deleted and replaced by the following:

The City of Victoria will submit all claims for payment no later than the earlier of:

- a) Twelve (12) months after the Substantial Completion Date of the Project; and
- b) November 30, 2017.

Canada will have no obligation to pay a claim submitted after this date.

- 1.4 Section 6.6 (Final Adjustments) of the Agreement is deleted and replaced by the following:

After the City of Victoria has submitted the final report and final audit as well as the Solemn Declaration of Substantial Completion of the Project and before January 31, 2018, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

- 1.5 Schedule B (The Project) of the Agreement is deleted and replaced by Annex A attached hereto.

- 1.6 Section D.4 (Evaluation) of Schedule D (Reporting, Audit and Evaluation) of the Agreement is deleted and replaced by the following:

Joint Program Evaluations

Canada will conduct the joint formative program evaluation for the BCF following the fourth (4) year of program operations (2011-2012), in order to provide sufficient time to obtain the assurance that the design and delivery of BCF remain within the intended terms and conditions for the program life. The joint summative program evaluation for BCF will be conducted in fiscal year 2015-2016. The City of Victoria agrees to provide information to Canada, as requested, during and following the termination of the Agreement in respect of these evaluations.

The City of Victoria will prepare a retrospective analysis for each Project, to the satisfaction of Canada, prepared from data collected following the Substantial Completion of the Project and submitted before October 31, 2017. The costs of which are eligible under this Agreement as identified in Schedule B. The retrospective analysis will be used to evaluate whether the objectives of the Project have been met.

2. EFFECT OF AMENDMENTS

- 2.1 All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement.
- 2.2 Except for the amendments provided for in this Amending Agreement No. 1, the obligations, covenants, and terms and conditions set forth in the Agreement will continue to remain in full force and effect.

2.3 This Amending Agreement No. 1 may be signed in counterpart, and the signed copies will, when attached, constitute the original Amending Agreement No. 1 and will form part of the Agreement.

2.4 This Amending Agreement No. 1 shall be effective as of the date this agreement is signed by the last Party.

3. SIGNATURES

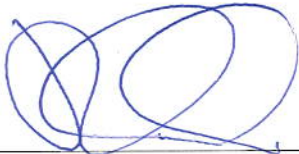
This agreement has been executed on behalf of Her Majesty the Queen in right of Canada by the Minister of Infrastructure, Communities and Intergovernmental Affairs, and on behalf of the Corporation of the City of Victoria by the Mayor.

HER MAJESTY THE QUEEN IN
RIGHT OF CANADA

THE CORPORATION OF THE CITY OF
VICTORIA

Original signed by:

Original signed by:



The Honourable Denis Lebel
Minister of Infrastructure, Communities
and Intergovernmental Affairs

The Honourable Lisa Helps
Mayor of Victoria

Date: 25 June 2015

Date: 05/01/2015

Witnessed by:

Original signed by:



Date: 25 June 2015

Date: 05/01/2015

Robert G. Woodland
Corporate Administrator
City of Victoria
#1 Centennial Square
Victoria BC V8W 1P6

ANNEX A

SCHEDULE B - THE PROJECT

B.1. *SCOPE OF THE PROJECT*

The Project will replace the existing Johnson St. Bridge and approaches with a new bascule bridge that will span the Victoria Harbour. Project construction will begin in Summer 2011 with completion expected in late 2017.

The key deliverables for the Project will be:

1. A new opening span bridge over the Inner Harbour with 3 travel lanes to a lifeline seismic standard;
2. On-road bike lanes on the bridge deck in both directions;
3. Multi-use trail for both pedestrians and cyclists;
4. Separate pedestrian pathway on south side of bridge;
5. New signalized intersection at Esquimalt Road / Harbour Road.
6. Integration with existing and future pathways and trails;
7. Marine navigation channel to modern standards;
8. Improved road approaches on both sides;
9. Preserved rail corridor for future use;
10. Relocated rail station on west side;
11. Utility relocations; and
12. Decommissioning and removal of the existing bridges;

An Environmental Assessment pursuant to the requirements of the Canadian Environmental Assessment Act was completed for this project on February 22, 2011.

ANNEX A

SCHEDULE B.2 PROJECT TIMELINE AND COST BREAKDOWN

| Name of Project | Description of Project (Start date, finish date, main technical and financial stages, location, construction methods, etc.) | Estimated Total Costs | Estimated Eligible Costs | Estimated Contribution by Canada | Contributor | Estimated contribution to Eligible Costs per Party, per Fiscal Year | | | | |
|-----------------------------------|---|--------------------------------------|--------------------------|----------------------------------|------------------|---|-------------|--------------|--------------|-------------|
| | | | | | | Previously Claimed | 2014/15 | 2015/16 | 2016/17 | 2017/18 |
| Johnson Street Bridge Replacement | <p>The Project will replace the existing Johnson St. bridge and approaches with a new bascule bridge that will span the Victoria Harbour. Project construction will begin in Summer 2011 with completion expected in late 2017.</p> <p>The key deliverables for the Project will be:</p> <ol style="list-style-type: none"> 1. A new opening span bridge over the Inner Harbour with 3 travel lanes to a lifetime seismic standard; 2. On-road bike lanes on the bridge deck in both directions; 3. Multi-use trail for both pedestrians and cyclists; 4. Separate pedestrian pathway on south side of bridge; 5. New signalized intersection at Esquimalt Road / Harbour Road; 6. Integration with existing and future pathways and trails; 7. Marine navigation channel to modern standards; 8. Improved road approaches on both sides; 9. Preserved rail corridor for future use; 10. Relocated rail station on west side; 11. Utility relocations; and 12. Decommissioning and removal of the existing bridges. | <p><i>RW</i></p> <p>\$94,300,000</p> | \$84,888,140 | \$21,000,000 | Canada | \$7,536,729 | \$2,496,541 | \$6,698,381 | \$3,435,404 | \$832,945 |
| TOTAL | | \$94,300,000 | \$84,888,140 | \$21,000,000 | City of Victoria | \$22,610,188 | \$7,489,622 | \$37,534,415 | \$13,886,907 | \$3,367,008 |