

**REGIONALLY SIGNIFICANT PROJECT, TIER 1 AND 2 STRATEGIC PRIORITIES  
FUND AND/OR INNOVATIONS FUND FUNDING AGREEMENT UNDER THE  
AGREEMENT ON THE TRANSFER OF FEDERAL GAS TAX REVENUES  
FOR THE Johnson Street Bridge PROJECT**

This Agreement made as of October 22, 2012,

**BETWEEN:**

**CITY OF VICTORIA** (the Recipient)

**AND:**

The **UNION OF BRITISH COLUMBIA MUNICIPALITIES** as continued by section 2 of the *Union of British Columbia Municipalities Act SBC 2006, c.18*.

**WHEREAS:**

- A. Her Majesty the Queen in Right of Canada (Canada), Her Majesty the Queen in Right of the Province of British Columbia (British Columbia) and the Union of British Columbia Municipalities (UBCM) entered into the Agreement on the Transfer of Federal Gas Tax Revenues (Gas Tax Agreement) on September 19, 2005.
- B. The Gas Tax Agreement provides for a Tier 1 and 2 Strategic Priorities Fund and an Innovations Fund.
- C. The Partnership Committee has determined that a portion of the Tier 1 and 2 Strategic Priorities Fund be set aside and made available for Tier 2 regions for Regionally Significant Projects and that the remainder will be known as General Strategic Priorities Fund (GSPF).
- D. The Management Committee has approved funding of the Eligible Projects set out in Schedule B from the Innovations Fund, the General Strategic Priorities Fund, and/or the funding set aside for Regionally Significant Projects.
- E. The Gas Tax Agreement requires that the UBCM enter into a Funding Agreement with each Eligible Recipient prior to the transfer of Gas Tax Funds from the UBCM to the Eligible Recipient and to enforce all terms and conditions of that Agreement.

**NOW THEREFORE**, in consideration of the mutual promises herein, the Recipient and the UBCM agree as follows:

**1. INTERPRETATION**

**1.1 Definitions**

A capitalized term has the meaning given to it in this section or in section 1.1 of the Gas Tax Agreement, unless the context clearly dictates otherwise. If there is a conflict between the meaning of a term in this section and section 1.1 of the Gas Tax Agreement, the meaning in this section will prevail.

**"Agreement"** means this agreement between the Recipient and the UBCM.

**“Chief Financial Officer”** means the officer assigned financial administration responsibility under section 149 of the *Community Charter*.

**“Eligible Costs”** means those costs described in Schedule A, incurred in respect of Eligible Projects.

**“Eligible Project”** means an Environmentally Sustainable Municipal Infrastructure Project or a Capacity Building Project specifically described in Schedule B.

**“Eligible Recipient”** has the same meaning as in the Gas Tax Agreement.

**“Environmentally Sustainable Municipal Infrastructure Project”** means a project that results in a tangible capital asset in British Columbia primarily for public use or benefit and owned by an Eligible Recipient that:

- (i) improves the quality of the environment and contributes to reduced greenhouse gas emissions, clean water, or clean air, and
- (ii) falls within the category of projects described in Schedule A to the Gas Tax Agreement.

**“Funds”** means the funds made available pursuant to this Agreement and includes any interest on the said Funds.

**“Gas Tax Agreement”** means the Canada – British Columbia – UBCM Agreement on the Transfer of Federal Gas Tax Revenues made as of September 19, 2005, as amended from time to time.

**“Infrastructure Programs”** means Canada’s infrastructure programs in existence at the time of the execution of the Gas Tax Agreement, including the Canada Strategic Infrastructure Fund, the Border Infrastructure Fund, the Municipal Rural Infrastructure Fund and the Infrastructure Canada Program.

**“Management Committee”** means the management committee established under the Gas Tax Agreement.

**“Partnership Committee”** means the Partnership Committee established under the Gas Tax Agreement.

**“Party”** means the Recipient or the UBCM.

**“Third Party”** means any person, other than a Party to this Agreement, that participates in the implementation of an Eligible Project.

## 1.2 Schedules

The following schedules are attached to and form part of this Agreement:

- Schedule A – Eligible and Ineligible Costs
- Schedule B – Eligible Projects

## 1.3 Accounting Principles

All accounting terms not otherwise defined therein have the meanings assigned to them under the generally accepted accounting principles (GAAP); all calculations will be

made and all financial data to be submitted will be prepared in accordance with the GAAP in effect in Canada and in British Columbia. GAAP will include, without limitation, those principles approved or recommended from time to time by the Canadian Institute of Chartered Accountants, or any successor institute, applied on a consistent basis.

## **2. CONTRIBUTION PROVISIONS AND PAYMENTS TO RECIPIENTS**

### **2.1 Maximum Payment**

- (a) UBCM will make a financial contribution from the General Strategic Priorities Fund (GSPF) to the Recipient for the Johnson Street Bridge Project as described in Schedule B, that will not exceed the lesser of 100% of the Eligible Costs of that Eligible Project and \$16,500,000.00.
- (b) The Recipient acknowledges that Eligible Costs are limited to net costs to the Recipient, that is, net of other grants and other external contributions. The Recipient acknowledges that any otherwise Eligible Costs that have received funding from any other federal, provincial or Third Party source will not be reimbursed under this Agreement, and the Recipient agrees to promptly notify UBCM in writing of any such funding received.
- (c) Any amount paid to the Recipient under this Agreement in excess of the maximum contribution set out in paragraph (a), must be repaid by the Recipient to UBCM.

### **2.2 Other Federal Funding**

The Recipient acknowledges that it may use Funds to pay up to 100% of Eligible Costs of an Eligible Project, provided that to the extent it is receiving money under an Infrastructure Program in respect of an Eligible Project, the maximum federal contribution limitation set out in any Infrastructure Program contribution agreement made in respect of an Eligible Project shall continue to apply and Funds paid to the Recipient for Eligible Costs of the Eligible Project shall be deemed to be a federal contribution under the said contribution agreement.

### **2.3 Payments of Funds to the Recipient**

- (a) Subject to paragraphs (d) and (e), and provided the Recipient is not in default of this Agreement, the UBCM will pay an amount validly claimed by the Recipient under paragraph (b) or (c) within 30 days of the verification of that claim.
- (b) Recipients may submit, on the form supplied by the UBCM, a claim or claims for payment of the contribution amount specified under section 2.1(a) at any time between the Commencement Date and six months after the Completion Date, but may only submit one claim for each Eligible Project each calendar quarter.
- (c) In order to be validly included in a claim for payment, amounts must:
  - (i) be Eligible Costs of an Eligible Project identified in Schedule B,
  - (ii) be paid by the Recipient prior to the date of the claim,
  - (iii) not be subject to reimbursement to the Recipient through any other grant, rebate or external contribution program or arrangement,
  - (iv) not be included in a previous claim for payment under this Agreement, and

- (v) when added to amounts included in all previous claims for payment under this Agreement, be less than the maximum contribution amount set out for that Eligible Project in section 2.1(a), or, if the claim is made prior to the completion of the project, 85% of that amount.
- (d) The UBCM may not pay a claim of the Recipient if the Recipient was required to file an annual report under any Gas Tax Funding Agreement and that report has not been filed.
- (e) The UBCM is not required to pay a claim of the Recipient if Funds received by UBCM from Canada under the Gas Tax Agreement are insufficient to make the payment.

## **2.4 Repayment Provisions**

Whenever the Recipient is obliged to pay monies to the UBCM, under section 3.4(c) or 2.1(c) or any other provision of this Agreement:

- (a) it shall forthwith provide to the UBCM the required payment together with a full accounting, certified under the Chief Financial Officer's signature, of what monies the Recipient believes are owing to the UBCM, and the circumstances giving rise to the obligation to pay;
- (b) the Recipient shall, at the request of the UBCM, make available to the UBCM and its auditors all accounts and records and documents relating to the repayment; and
- (c) the repayment shall constitute a debt to the UBCM and, unless repaid by the Recipient to UBCM, the UBCM may take steps to recover the unspent Funds, including deducting the debt from amount otherwise owing to the Recipient under this or another Gas Tax Agreement Funding Agreement.

## **3. COMMITMENTS AND ACKNOWLEDGEMENTS OF THE RECIPIENT**

### **3.1 Eligible Project Approved for Funding and Changes to that Project**

- (a) The Eligible Project approved for funding is as described in Schedule B and funding under this Agreement is subject to completion of that Eligible Project. Funding under this Agreement will not be made available to the Recipient for an Eligible Project where the scope or Eligible Costs of the Eligible Project are different than that described in Schedule B, unless the Recipient has obtained prior written approval for the change from the Management Committee.
- (b) Management Committee shall not consider cost overruns on Eligible Projects other than in exceptional circumstances where:
  - (i) the Recipient informs the Management Committee as soon as it becomes aware that a cost overrun is probable;
  - (ii) the Management Committee approves the inclusion of the cost overrun as justifiable; and
  - (iii) Funds are available to cover the cost overrun.

### **3.2 Requirement to Commence and Complete Project**

- (a) The Recipient will implement the Eligible Project in a diligent and timely manner, and has commenced or will commence carrying out the Eligible Project on or about December 5, 2011, or a later date approved in advance by the Management

Committee, (the Commencement Date) and will complete the Eligible Project no later than March 31, 2015, or a later date approved in advance by the Management Committee (the Completion Date).

- (b) Upon request by UBCM, the Recipient will provide evidence to UBCM that the Recipient has commenced the Eligible Project.
- (c) If, after the Commencement Date, and in the judgment of the Management Committee, the Recipient fails to demonstrate that the Eligible Project has commenced, this Agreement may be terminated at the option of the Management Committee, effective immediately.
- (d) The Recipient and UBCM acknowledge and agree that the Completion Date is the date on which the Gas Tax Agreement expires. Accordingly, the parties hereto agree that notwithstanding paragraph 3.2(a) or any other provision in this Agreement to the contrary, if the term of the Gas Tax Agreement as set out in paragraph 9.1 of that agreement is extended or renewed beyond March 31, 2015, or the Gas Tax Agreement is replaced with a similar agreement, then the Completion Date will be November 30, 2016, or the date that is the new expiry date for the Gas Tax Agreement or any such replacement agreement, whichever is earlier.

### **3.3 Undertaking the Eligible Project**

The Recipient will:

- (a) award and manage all contracts for the supply of services and/or materials to the Eligible Project in accordance with the Recipient's relevant policies and procedures;
- (b) award contracts for the supply of services and/or materials to the Eligible Projects in a manner that is transparent, competitive, and consistent with value for money principles;
- (c) comply with all legislated environmental assessment requirements and agree that no Funds will be committed to an Eligible Project until all required environmental assessment requirements have been satisfied; and
- (d) implement any mitigation measures identified in any environmental assessment of the Eligible Project.

### **3.4 Provisions relating specifically to Eligible Projects that are Environmentally Sustainable Municipal Infrastructure Projects**

The Recipient agrees that:

- (a) in order to ensure completion of the Eligible Project as identified in this Agreement, the Eligible Project is subject to site visits at any time during construction and for a period of three years after its completion, and for this purpose, the Recipient will permit any member of the Management Committee, or its designate, at any reasonable time, to have access to the Eligible Project site;
- (b) upon completion of the Eligible Project, the Recipient or any other party to whom is assigned the ongoing responsibility for the Eligible Project shall take over full responsibility for the Eligible Project's operation, maintenance and repair;

- (c) except as provided for in paragraph (d), if, at any time within ten years from the date of completion of an Eligible Project, an Eligible Recipient sells, leases, encumbers or otherwise disposes of, directly or indirectly, any asset constructed, rehabilitated or improved, in whole or in part, with Funds made available under this Agreement, the Recipient shall repay the UBCM, on demand, a proportionate amount of the funds contributed by Canada, as follows:

Where Eligible Project asset is sold, leased, encumbered or disposed of:	Repayment of contribution (in current dollars)
Within 2 years after Eligible Project completion	100%
Between 2 and 5 years after Eligible Project completion	55%
Between 5 and 10 years after Eligible Project completion	10%
Rolling stock up to 10 years old	At book value depreciated according to GAAP

- (d) the repayment provision under paragraph (c) does not apply if the asset disposal is to Canada, British Columbia, a Local Government or a Crown corporation of British Columbia that is the latter's agent for the purposes of implementing this Funding Agreement or to another Eligible Recipient; and
- (e) it will notify the UBCM in writing as soon as practicable of any transaction triggering the above mentioned repayment.

### 3.5 Communications

The Recipient will ensure that:

- (a) all communications referring to projects funded under this Agreement clearly recognize Canada's investment and use the Canada word mark and a tagline;
- (b) permanent signage is placed in the location of projects funded under this Agreement, prominently identifying Canada's investment and including the Canada word mark. Where there is no fixed location for signage, such as a transit vehicle, a prominent marker will recognize Canada's contribution. All signage/plaques will be located in such a way as to be clearly visible to users, visitors and/or passersby;
- (c) a minimum of 21 days notice of an event or announcement in relation to a project funded under this Agreement is given to Canada, British Columbia and UBCM, in order that all orders of government may plan their involvement;
- (d) Canada, British Columbia and UBCM will each receive appropriate recognition in joint communications materials; and
- (e) joint communications material and signage will reflect Canada's communications policy, including the *Official Languages Act*, and federal-provincial identity graphics guidelines. Costs related to announcement and signage in the French language will be the responsibility of Canada.

### 3.6 Record Keeping, Reporting, and Audit

The Recipient will:

- (a) maintain proper and accurate accounts and records, including invoices, statements, receipts and vouchers in respect of all Eligible Projects that receive Funds and ensure that such records are kept for at least three years after termination of this Agreement and, upon reasonable notice, make them available to Canada or UBCM;

- (b) permit an audit of an Eligible Project and fully cooperate with any auditor retained by the UBCM for such purpose; and
- (c) provide to the UBCM, no later than July 1 of each year, a written report clearly setting out the following information for the previous fiscal year, and cumulatively from the date of this Agreement:
  - (i) the amount received from UBCM under this Agreement;
  - (ii) the aggregate amount of Funds paid for Eligible Costs of Eligible Projects under this Agreement;
  - (iii) the amount, if any, held at year end to be paid for Eligible Costs of Eligible Projects under this Agreement;
  - (iv) for each Eligible Project:
    - (A) the location;
    - (B) the investment category;
    - (C) the amount and identity of all sources of funding;
    - (D) the progress made towards its completion;
    - (E) the nature of the investment;
    - (F) the outcomes and outputs expected and achieved, stated in accordance with the indicators established by the Partnership Committee and provided in writing to the Recipient by UBCM; and
  - (v) a declaration from the Chief Financial Officer that to the best of that officer's knowledge:
    - (A) all funds paid under this Agreement have been expended for Eligible Costs of Eligible Projects;
    - (B) each Eligible Project funded will result in net incremental spending on infrastructure in accordance with the methodology for measuring incrementality approved by the Partnership Committee; and
    - (C) the Recipient's financial statements were prepared following accounting rules of the Public Sector Accounting Board; and
- (d) if requested, provide to UBCM additional information that may be required in order for UBCM to fulfill its reporting, audit and evaluation requirements under the Gas Tax Agreement, including information with respect to use of Funds, incremental spending, Eligible Projects, outputs and outcomes of the investment, and related communications activities.

### 3.7 Indemnity

The Recipient will indemnify and save harmless Canada and the UBCM, their officers, servants, employees or agents from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- (a) all Eligible Projects;
- (b) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, employees, and agents, or by a Third Party and any of its officer, employees, servants or agents;
- (c) the design, construction, operation, maintenance and repair of any part of an Eligible Project; and

- (d) any omission or other willful or negligent act of the Recipient or Third Party and their respective employees, officers, servants or agents;

except to the extent to which such claims and demands, losses, costs, damages, actions, suits or other proceedings relate to an act of negligence of an officer, employee or agent of Canada or UBCM in the performance of his or her duties.

#### **4. DISPUTE RESOLUTION, DEFAULT AND REMEDIES**

##### **4.1 Dispute Resolution**

- (a) The UBCM and the Recipient are committed to working together and making all efforts to reach agreement on fulfillment of the terms and conditions of this Agreement and the UBCM's obligations to Canada and British Columbia under the Gas Tax Agreement. This includes early and ongoing communications and information sharing.
- (b) In the event of an unresolved dispute between the two parties regarding the terms and conditions of this Agreement, either party may refer the dispute to the dispute resolution process to be developed by the Partnership Committee.

##### **4.2 Default and Remedies**

- (a) If the Recipient fails to observe or comply with any of the terms or conditions set out in this Agreement, the UBCM, upon recommendation of the Management Committee, may, at its discretion exercisable by written notice to the Recipient, reduce, suspend or terminate any further payment.
- (b) On receipt of a default notice under this section, the Recipient must, within 30 days of receipt of such notice, remedy the default, or demonstrate to the satisfaction of the UBCM that it has taken sufficient actions as necessary to commence curing the default or must proceed to dispute resolution.
- (c) If and so long as the Recipient remains in default of this Agreement after notice, pursuant to this section has been given, the UBCM's obligation to make any further payments pursuant to section 2.3 of this Agreement are suspended.

#### **5. MISCELLANEOUS**

##### **5.1 Term**

This Agreement shall commence of the date that it is fully executed by both of the Parties and shall expire on March 31, 2015, unless the Completion Date is extended pursuant to paragraph 3.2(d), in which case, this Agreement will expire May 31, 2018, or the expiry date for the Gas Tax Agreement or any such replacement agreement, whichever is earlier.

##### **5.2 Binding Obligations**

Each party declares to the other that the signing and execution of this Agreement was duly and validly authorized, and that each party has incurred a legal and valid obligation in accordance with the terms and conditions of this Agreement.



### **5.3 Survival**

The rights and obligations, set out in Sections 2.3, 2.4, 3.2, 3.4, 3.5, 3.6 and 3.7 will survive the expiry or early termination of this Agreement and any other section which is required to give effect to the termination or to its consequences shall survive the termination or early termination of this Agreement.

### **5.4 Governing law**

This Agreement is governed by the laws applicable in British Columbia.

### **5.5 No Agency**

It is understood, recognized and agreed that no provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between the UBCM and the Recipient, or between the UBCM, the Recipient and a Third Party.

### **5.6 No Authority to Represent**

Nothing in this Agreement is to be construed as authorizing one Party to contract for or to incur any obligation on behalf of any other Party or to act as agent for any other Party. Nothing in this Agreement is to be construed as authorizing any Eligible Recipient or any Third Party to contract for or to incur any obligation on behalf of Canada, British Columbia or UBCM or to act as agent for Canada, British Columbia or UBCM.

### **5.7 Counterpart Signature**

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

### **5.8 Values and Ethics Code**

No person governed by the post-employment, ethics and conflict of interest guidelines of Canada will derive a direct benefit from this Agreement unless that person complies with the applicable provisions.

### **5.9 Severability**

If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

### **5.10 No Assignment**

This Agreement is not assignable by the Recipient and the Recipient shall not assign, pledge, or otherwise transfer any entitlement to Funds under this Agreement to any person and shall upon receipt of Funds hereunder pay and expend such Funds thereafter only in accordance with the terms and conditions of this Agreement.

### **5.11 Joint Projects**

Despite section 5.10, where the tangible capital asset resulting from the Eligible Project is, or will be, owned in whole or in part by an Eligible Recipient other than the Recipient, the Recipient may, upon prior written approval of the Management Committee, assign the obligations under this Agreement in relation to that Eligible Project to the owner of the asset.

### **5.12 Waiver**

A Party may waive any right under this Agreement only in writing; and any tolerance or indulgence demonstrated by that Party will not constitute waiver of such right. Unless a waiver is executed in writing, that Party will be entitled to seek any remedy that it may have under this Agreement or under the law.

### **5.13 Amendments**

This Agreement may be amended from time to time on written agreement of the Parties.

### **5.14 Notice**

Any notice, information, or document provided for under this Agreement will be effectively given if delivered or sent by letter, postage or other charges prepaid, or by facsimile or email. Any notice that is delivered will have been received on delivery; and any notice mailed will be deemed to have been received eight calendar days after being mailed. Any notice, information or document sent by facsimile or email will be deemed validly received when so transmitted.

Any notice to the UBCM will be addressed to:

Executive Director  
Union of British Columbia Municipalities  
60 – 10551 Shellbridge Way  
Richmond, British Columbia  
V6X 2W9

Facsimile: 604-270-9116  
Email: [ubcm@ubcm.ca](mailto:ubcm@ubcm.ca)

Any notice to the Recipient will be addressed to:

The Corporate Officer at the place designated as the local government office.

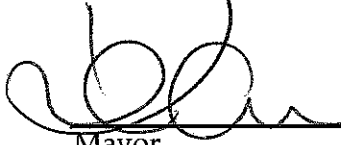
Each Party may change the contact information that it has stipulated by notifying in writing the other Parties of the new contact information.

**SIGNATURES**


This Agreement has been executed on behalf of the Recipient and the Union of British Columbia Municipalities by those officers indicated below and each person signing the agreement represents and warrants that they are duly authorized and have the legal capacity to execute the agreement.

CITY OF VICTORIA

UNION OF BRITISH COLUMBIA  
MUNICIPALITIES

  
MAYOR DEAN FORTIN  
#1 Centennial Square  
Victoria BC V8W 1P6  
Mayor

  
UBCM Corporate Officer

  
Corporate Officer

  
General Manager Victoria Operations

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

## **SCHEDULE A – Eligible and Ineligible Costs**

### **1. Eligible Costs**

#### **1.1 Eligible Project Costs**

Eligible Costs will be all direct costs which are, in the Parties' opinion, properly and reasonably incurred, and paid by an Eligible Recipient under a contract for goods and services necessary for the implementation of an Eligible Project. Eligible costs may include only the following:

- (a) the capital costs of acquiring, constructing or renovating a tangible capital asset, and any debt financing charges related thereto;
- (b) the fees paid to professionals, technical personnel, consultants and contractors specifically engaged to undertake the surveying, design, engineering, manufacturing or construction of a project infrastructure asset and related facilities and structures; and
- (c) the costs of environmental assessments, monitoring, and follow-up programs as required by the *Canadian Environmental Assessment Act*, or a Provincial equivalent.

#### **1.2 Eligible Costs in relation to a Recipient's Employees and Equipment**

Except for those costs specifically set out as ineligible under section 2(c), the incremental costs of the Recipient's employees or equipment may be included in its Eligible Cost under the following conditions:

- (a) the Recipient has determined that it is not economically feasible to tender a Contract;
- (b) employees or equipment are employed directly in respect of the work that would have been the subject of the Contract; and
- (c) the arrangement is approved in advance and in writing by the Management Committee.

### **2 Ineligible Costs**

Costs related to the following items are ineligible costs:

- (a) Eligible Project costs incurred before the date on which an application for funding for the Eligible Project was made;
- (b) services or works that, in the opinion of the Parties, are normally provided by the Eligible Recipient or a related party;
- (c) an Eligible Recipient's overhead costs, its direct or indirect operating or administrative costs and, more specifically, its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff;
- (d) costs of feasibility and planning studies for individual Eligible Projects;
- (e) taxes for which the Eligible Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- (f) costs of land or any interest therein, and related costs;
- (g) routine repair and maintenance costs;
- (h) legal fees;
- (i) audit and evaluation costs;
- (j) except as specified under section 1.2 above, salaries and other employment benefits of any employees of the Eligible Recipient;
- (k) except as specified under section 1.2 above, costs of leasing of equipment by the Eligible Recipient; and
- (l) administrative costs incurred as a result of implementing this Agreement.

## **SCHEDULE B – Eligible Project**

The following is the Eligible Project for purposes of this Agreement:

### **Johnson Street Bridge Project**

This project is to construct the following components, as part of a project that will replace the Johnson Street Bridge with a new approximately 70-metre steel and concrete opening span laned bridge:

- Two approximately 1.8 metre bike lanes on bridge deck;
- Construction of an about five (5) metre-wide multi-use trail, including bicycle lanes, which will link the Galloping Goose Regional Trail from Harbour Road on the west side to the Pandora Street/Store Street intersection on the east side;
- Separate about 2.5 metre-wide pedestrian pathway on south side of the bridge which will link the Westsong Walkway on the west side with Wharf Street on the east side, as well as providing a link to the future Harbour Pathway along the east side of the Inner Harbour;
- Improved road approaches of approximately 40 metres on both the east and west sides; and
- Related works.