

MUNICIPAL DISTRICT OF BRAZEAU NO. 77

SPECIAL COUNCIL MEETING

AGENDA

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DATE: 92 07 21  
TIME: 8:30 a.m.  
PLACE: M.D. Administration Building, Council  
Chambers  
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Page Nos.

Call to Order

Present

1. Adoption of the Agenda
2. Surfacing of Secondary Highway 616 and Secondary Highway 770

1 - 3

- Agreement attached.
- By-Law No. 158-92 attached.

3. Award of Tender - Secondary Highway 616

Adjournment

MUNICIPAL DISTRICT OF BRAZEAU NO. 77

BY-LAW NO. 158-92

BEING A BY-LAW OF THE MUNICIPAL DISTRICT OF BRAZEAU NO. 77, IN THE PROVINCE OF ALBERTA, TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF LEDUC NO. 25 FOR THE PURPOSE OF BASE COURSING SECONDARY HIGHWAY NUMBER 616 FROM THE JUNCTION OF HIGHWAY 20 EAST TO THE JUNCTION OF SECONDARY HIGHWAY 770 AND SECONDARY HIGHWAY 770 FROM THE JUNCTION OF SECONDARY HIGHWAY 616 NORTH TO WARBURG ENCOMPASSING 6.45 KILOMETRES WITHIN THE MUNICIPAL DISTRICT OF BRAZEAU NO. 77.

WHEREAS, Section 113 of the Municipal Government Act, R.S.A. 1980, and amendments thereto, provides for the passage of a By-Law authorizing the making of an agreement with any other Municipality for the construction of a public work; and

WHEREAS, Alberta Transportation and Utilities has requested that the County of Leduc No. 25 proceed with the design, tendering and contract supervision of the 6.45 kilometres of base coursing within the Municipal District of Brazeau No. 77

WHEREAS, the Municipal District of Brazeau No. 77 and the County of Leduc No. 25 consider it desirable and cost-effective to plan and organize the 18.45 kilometres as one project.

NOW THEREFORE, the Council of the Municipal District of Brazeau No. 77, in the Province of Alberta, duly assembled enacts as follows:

That the Municipal District of Brazeau No. 77 enter into an agreement with the County of Leduc No. 25 providing for the County of Leduc No. 25 to administer the design, tendering and contract supervision of the work, through its consultants on the 6.45 kilometre section of Secondary Highway 616 within the Municipal District of Brazeau No. 77.

READ a first time this 9th day of July, 1992, A.D.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 1992, A.D.

READ a third time and finally passed this \_\_\_\_\_ day of \_\_\_\_\_, 1992, A.D.

\_\_\_\_\_  
REEVE

\_\_\_\_\_  
MUNICIPAL MANAGER

**MEMORANDUM OF AGREEMENT ENTERED INTO AS OF THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, A.D., 1992.**

**BETWEEN:**

**COUNTY OF LEDUC NO. 25  
A COUNTY INCORPORATED UNDER THE LAWS  
OF THE PROVINCE OF ALBERTA  
(hereinafter referred to as "Leduc")**

**OF THE FIRST PART**

**and**

**MUNICIPAL DISTRICT OF BRAZEAU NO. 77  
A MUNICIPALITY INCORPORATED UNDER THE LAWS  
OF THE PROVINCE OF ALBERTA  
(hereinafter referred to as "Brazeau")**

**OF THE SECOND PART**

**WHEREAS, "Leduc" and "Brazeau" are desirous of base coursing Secondary Highway Number 616 from the junction of Highway 20 east to the junction of Secondary Highway 770, a distance of 10.15 kilometres and Secondary Highway 770 from the junction of Secondary Highway 616 north to Warburg, a distance of 8.30 kilometres, hereinafter referred to as the "Project"; and**

**WHEREAS, approximately 12.0 kilometres of this said base coursing lies within "Leduc" and approximately 6.45 kilometres lies within the boundaries of "Brazeau".**

**THEREFORE, it is agreed by "Leduc" and "Brazeau" as follows:**

- 1. Subject to the terms of this agreement, "Leduc" shall administer the design, tendering and contract supervision of the "Project" through its consultants, all subject to final approvals from Alberta Transportation and Utilities and "Brazeau". "Leduc" shall not proceed with the tendering until the design has been approved by "Brazeau" and "Leduc" shall not accept any tender without the approval of "Brazeau".**
- 2. "Brazeau" shall be responsible for any and all right-of-way associated utility costs and the goods and services tax for its portion of the work.**
- 3. "Leduc" and "Brazeau" agree the "Project" will proceed only with funding made available by Alberta Transportation and Utilities excepting items contained in paragraph 2 above.**

4. It is acknowledged and agreed to by "Leduc" and "Brazeau" that a further agreement will be entered into between "Leduc" and Alberta Transportation and Utilities to provide for the construction and funding of the "Project" by Alberta Transportation and Utilities.

IN WITNESS WHEREOF, "Leduc" and "Brazeau" have executed and delivered these presents as of the day and year first written.

**MUNICIPAL DISTRICT OF BRAZEAU NO. 77**

Per: REEVE

Per: MUNICIPAL MANAGER


**COUNTY OF LEDUC NO. 25**

Per: REEVE

Per: COUNTY MANAGER

## MEMORANDUM

To: John Eriksson  
Municipal Manager

From: Richard Tatro  
Director of Public Works 

Date: July 20, 1992

Subject: SH 616:02 - AWARD OF CONTRACT

### Recommendation:

That the contract be awarded to Jerry Gilfoil Holdings Ltd. in the amount of \$2,045,488.73 subject to the contract being jointly awarded by the County of Leduc No. 25 and approved by Alberta Transportation and Utilities.

### Report:

The result of the Secondary Highway 616 and Secondary Highway 770 Asphalt Stabilized Base Course contract which closed on July 16, 1992 are as follows:

Jerry Gilfoil Holdings Ltd.	\$2,045,488.73
Everall Construction Ltd.	\$2,087,629.00
Border Paving Ltd.	\$2,125,395.00
Ledcor Industries Ltd.	\$2,145,040.50
Carmacks Construction Ltd.	\$2,165,591.00
Kiewit Management Ltd.	\$2,275,476.40

Jerry Gilfoil Holdings Ltd. is a reputable contractor that was also involved with the base job for Secondary Highway 759. As such, and being the low bidder, we are recommending acceptance of their tender. In addition, acceptance of their tender is also recommended by the County of Leduc No. 25 and Stewart, Weir & Co.

The agreement between the County of Leduc and the Municipal District indicates that the contract must be accepted by both parties. It will also require final approval by Alberta Transportation and Utilities.

/bb