

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 41-75

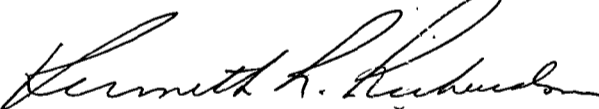
To authorize the execution of an agreement between the Corporation of the City of Brampton and W.O. Chisholm and Associates (Eastern) Limited.

The Council of the Corporation of the City of Brampton  
ENACTS as follows:

THAT the Mayor and the Clerk are hereby authorized to execute an agreement between the Corporation of the City of Brampton and W.O. Chisholm and Associates (Eastern) Limited in the form annexed hereto.

READ a FIRST, SECOND and THIRD TIME and PASSED in OPEN COUNCIL this 24th day of March, 1975.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING PRE-DESIGN SERVICES  
FOR ROADS AND BRIDGES

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MEMORANDUM OF AGREEMENT dated the 17th day  
of February A. D. 1975

BETWEEN: The Corporation of the City of Brampton

hereinafter called the "Client"

- AND -

W.O. Chisholm and Associates (Eastern) Limited

hereinafter called the "Consultant"

WHEREAS the Client intends to construct  
a grade separation at Rutherford Road and the  
Canadian National Railways in Brampton

hereinafter called the "Project" and has requested the Consultant to furnish  
professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration  
of the mutual premises and covenants contained herein, the Client and the  
Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the engineering services described herein under the general direction and control of the Client.

1.2 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to, under Sections 1.8 and 1.9 are hereinafter called the "Work."

1.3 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3.

1.4 Staff and Methods

The Consultant shall use the best available methods in performing the Work and shall employ only skilled and competent staff thereon who will be under the supervision of a senior member of the Consultant's staff.

1.5 Drawings and Documents

Subject to clause (e) of Section 3.3, drawings and documents or copies thereof required for the Work shall be exchanged between the parties on a reciprocal basis, and those prepared by the Consultant for the Client shall be the property of the Client free of all claims by the Consultant of any nature and kind whatsoever.

1.6 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by and salaries paid to his staff employed on the "Work".
- (b) The Client may inspect and audit the books, payrolls, accounts and records of the Consultant at any time with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

1.7 Estimate of Fees, Schedule of Progress and Staff List

1.7.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

The Consultant, within fourteen days of the execution of this Agreement shall provide:

- (a) An estimate of the total fees to be paid for the Work.
- (b) A schedule showing the portion of the Work to be completed in each month.
- (c) A staff list showing the number, classifications and salary ranges of staff, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Work.

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Upon approval of such staff list, by the Client, the staff of the Consultant shall be employed on the Work in accordance with such staff list.

1.7.2 Approval of Estimate of Fees, Schedule of Progress and Staff List

The Consultant shall not receive any payment of fees until approval, in writing, is issued by the Client for the above estimate of fees, schedule of progress and staff list.

1.7.3 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior approval, in writing, by the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.7.2.
- (b) Any change in the schedule of progress which results in a longer design period than approved in Subsection 1.7.2.

1.7.4 Monthly Reporting of Progress

The Consultant shall provide the Client with a monthly written report showing the portion of the Work completed in the preceding month.

1.8 Changes and Alterations

The Client may in writing and at any time before or after the execution of the Agreement or the commencement of the design of the Work, delete, extend, increase, vary or otherwise alter the design of the Work forming the subject of the Agreement, and if such action by the Client necessitates additional staff or work, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.3.

1.9 Additional Services

The Client may require the Consultant to perform services in addition to those required in Section 2.1, and in such cases the Client shall pay the Consultant in accordance with Section 3.2.1 for any of the Consultant's staff employed directly upon such additional service, together with such expenses and disbursements allowed under Section 3.3.

1.10 Suspension or Termination

The Client may at any time by notice in writing to the Consultant suspend or terminate the Work or any portion thereof at any stage of the undertaking and the Consultant shall thereupon be entitled to payment in accordance with Section 3.2.1 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.3.

1.11 Damages

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer as a result of the negligence of the Consultant, his employees, officers or agents in the performance of this Agreement.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

This Agreement or any portion thereof shall not be assigned or sublet without the consent in writing of the Client.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project or to the execution of the design thereof.

1.15 Approval by Other Authorities

Where the pre-design of the Project is subject to the approval of an authority, department of government, or agency other than the Client, such approval shall be obtained through the offices of the Client and unless authorized by the Client in writing, such approval shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Time

The Consultant shall perform the Work expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Work in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary and in any event, the Consultant shall execute the Work and deliver to the Client the completed drawings and documents required for the Project on or before the 7<sup>th</sup> day of July A..D. 1975.

1.17 Principals and Executive Engineers

The use of principals and executive engineers, on a per diem basis during the course of pre-design by the Consultant, will be subject to approval, in writing, by the Client prior to performing the Work.

ARTICLE 2 - SERVICES

2.1 Consultant's Services

The services to be provided by the Consultant are as follows:

- (a) Preparation of an engineering proposal for the Work which will include the following:
  - (i) Preliminary report;
  - (ii) General soils classification;
  - (iii) Route location:
    - (1) Investigation of alternate routes
    - (2) Details of alignment and grades;

- (iv) Bridge locations:
    - (1) Preliminary alignments and grades
    - (2) Bridge type
    - (3) Bridge spans, clearances and cross-sections;
  - (v) Preliminary intersection design;
  - (vi) General drainage requirements;
  - (vii) Preliminary property and right-of-way requirements;
  - (viii) Major utility installations and adjustments;
  - (ix) Estimated costs of alternate schemes;
  - (x) Recommendations;
  - (xi) Plans and profiles to 1" = 200' or suitable alternative scale for showing alignments, grade and intersection details.
- (b) That survey work necessary for the provision of services herein and,
- (i) For the assessment and verification of feasibility of engineering alternatives considered for the Project;
  - (ii) To provide sufficient survey reference points clear of the expected construction area to allow future re-establishment of the alignment proposed for the Project;
  - (iii) To establish elevation control bench marks clear of the expected construction area sufficient to allow referencing of further detailed elevation information, and the development and control of elevations of the works to be constructed under the Project.

## 2.2 Client's Services

The Client will provide the following information to the Consultant:

- (a) Access to and the use of existing plans, profiles, utility information, legal documents, and correspondence relevant to the Work.
- (b) Direction and approvals from time to time as necessary during the currency of this Agreement.

## ARTICLE 3 - COMPENSATION

### 3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

- (a) Fee Calculated on a Time Basis:

The fee calculated on the basis of time means that the fee shall be calculated as set out in Subsection 3.2.1 herein.

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(b) Payroll Costs

Payroll costs means salary plus provision for statutory holidays, vacations with pay, unemployment insurance, workmen's compensation, health and medical insurance, group insurance, pension plan and sick time allowance where such benefits are paid by the Consultant, but will not include any bonus or profit sharing system or any premium paid for overtime work, except for such overtime work as may be approved by the Client in writing in advance of the overtime hours being worked and only for the advancement of the date of completion of the work identified in Section 1.16. Payment of overtime premium shall be in accordance with The Ontario Employment Standards Act.

3.2 Basis of Payment3.2.1 Fees Calculated on a Time Basis

The Client shall pay the Consultant a design fee, calculated on a time basis, for that part of the Work described in Section 2.1. Fees on a time basis shall be the sum of:

- |  |                          |
|--|--------------------------|
| (a) Principals, executive engineers  | \$250.00 /day            |
| (b) Consultant's staff, except principals and executive engineers, while employed directly on the part of the Work for which the fee is payable. | payroll<br>cost<br>X 2.0 |

3.2.2 Where Fee Calculated on a Time Basis

The Consultant shall submit a monthly invoice to the Client for any fee calculated on a time basis for that part of the Work completed during the immediately preceding month.

3.3 Disbursements

The Client shall reimburse the Consultant for the following:

- (a) Toll charges paid by the Consultant for long distance telephone calls, telegraph messages and similar telecommunications in connection with the Work.
- (b) Amounts paid by the Consultant for reasonable out-of-town living and travelling expenses of the Consultant's personnel employed directly in connection with the Work where such travel has been approved by the Client.
- (c) Amounts paid by the Consultant for other specialized consulting services provided that prior approval is obtained in writing from the Client.
- (d) The cost of electronic digital computers and associated equipment used with the consent of and at rates approved by the Client where, in the opinion of the Client, they have been used in lieu of the staff of the Consultant where the use of such staff would have entitled the Consultant to a fee on a time basis.
- (e) The cost of reproducing drawings, photographs, reports and similar documents required by the Client.

IN WITNESS WHEREOF the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF  
BRAMPTON

In the presence of:

) James E. Archibald MAYOR  
) Kenneth L. Kubacki CLERK  
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) \_\_\_\_\_  
) \_\_\_\_\_

W.O. CHISHOLM AND ASSOCIATES  
(EASTERN) LIMITED

W. Chisholm  
President

R. M. Fleming  
Secretary