



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 45-80

To authorize the execution of an Agreement between the Corporation of the City of Brampton and Alexander Budrevics and Associates Limited, Landscape Architect. (Parkland, Residential #11, Brampton)

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 Alexander Budrevics and Associates Limited, Landscape Architect, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 25th day of February, 1980.

*Teresa M. Piane*

TERESA M. PIANE, ACTING MAYOR

*Ralph A. Everett*

Ralph A. EVERETT, City Clerk

STANDARD FORM OF AGREEMENT BETWEEN

CLIENT AND LANDSCAPE ARCHITECT

THIS AGREEMENT made in duplicate this 20TH. day of FEBRUARY, 19 80

by and between the Client: THE CORPORATION OF THE CITY OF BRAMPTON and

the Landscape Architect: ALEXANDER BUDREVICS AND ASSOCIATES LIMITED

WHEREAS, the Client intends to DEVELOP PARKLAND IN RESIDENTIAL 11, BRAMPTON  
AS PER ATTACHED SCOPE OF WORK.

NOW, THEREFORE, the Client and the Landscape Architect, for the consideration hereinafter named, agree as follows:

ARTICLE 1. LANDSCAPE ARCHITECT'S SERVICES

1.1 The Landscape Architect will perform for the above named work professional services hereinafter set forth.

1.1.1 Basic Professional Services. The Landscape Architect's basic professional services consist of taking the Client's instructions; preparing the necessary preliminary studies; making preliminary estimates; preparing working drawings and specifications; assisting in the drafting of forms of tenders, proposals and contracts and advising on tenders and proposals; selecting, engaging and instructing consultants; furnishing to the Contractor copies of the contract drawings and specifications and large-scale detail shop drawings; certifying and passing accounts; and issuing Certificates for Payments; and the general administration of the construction contract.

1.1.2 Estimates of Cost. The Landscape Architect will prepare or procure estimates of the cost of the work, but he does not guarantee the accuracy of such estimates. He will review and revise such estimates from time to time, as the preparation of drawings and specifications proceeds. Exact costs can only be determined when contract tenders/bids are received.

1.1.3 Administration of the Contract and Inspection of the Work. As required by the contract between the Client and Contractor, the Landscape Architect shall make decisions on all claims of the Client and the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. The general supervision which the Landscape Architect will give to the work is such periodic inspection by him or his deputy as may be necessary to ensure that the work is being carried out in accordance with the contract documents. Constant superintendence of the work does not form part of the Landscape Architect's duties and is not provided for in the Landscape Architect's basic fee.

1.1.4 Certificates for Payment. Based on the Landscape Architect's observations on the site as noted above, and the Contractor's Application for Payment, he will determine the amount owing to the Contractor and will issue Certificates for Payment in such amounts. The issue of a certificate by the Landscape Architect for a payment to the Contractor affirms that in the Landscape Architect's opinion work has been done at the date of the Certificate to the value stated thereon, and to the best of his belief in accordance with the terms of the Contractor's Contract with the Client. No certificate, however, whether final or otherwise, shall be held to render the Landscape Architect responsible for any breach by the Contractor of the terms of a contract or order.

1.1.5 Project Representative/Clerk of Works. If more extensive representation on the job by the Client during the progress of the work is desired by the Client, a Project Representative, acceptable to both the Client and the Landscape Architect, shall be engaged by the Landscape Architect. His salary shall be approved and paid by the Client. The Landscape Architect shall not be responsible for any neglect or default of such Project Representative.

## ARTICLE 2. THE CLIENT'S RESPONSIBILITIES

-- NOT APPLICABLE --

~~2.1 Surveys, Borings and Tests, etc. The Client shall furnish, or reimburse the Landscape Architect for procuring an accurate survey of the construction site, including all information and all surveyor's services required for the setting out of the project, and giving the grades and lines of streets, pavements, adjoining properties, and structures thereon, the rights, restrictions, easements, boundaries and contours of or affecting the construction site. He shall provide also, or reimburse the Landscape Architect on account of direct costs for procuring full information as to sewer, water, gas, electrical and other public utilities services. The Client shall pay also for borings or test pits and for chemical, mechanical and other tests which may be required, and for any advertising incidental to obtaining tenders/bids, and for any permits or licenses which may be required and for any necessary legal services. The Landscape Architect shall not be responsible for costs or damages arising from errors or omissions in the provision of any of this information supplied by the Client.~~

2.2 Client's Decisions. The Client shall give due consideration to all sketches, drawings, specifications, tenders/bids, proposals, contracts and other documents laid before him by the Landscape Architect and, whenever prompt action is necessary, he shall inform the Landscape Architect of his decision in such reasonable time as not to delay the work of the Landscape Architect nor to prevent him from giving drawings or instructions to contractors in due season.

## ARTICLE 3. PROVISIONS AND CONDITIONS

3.1 Definition of "Cost of the Work." "Cost of the Work", except as hereinafter provided, means the cost to the Client of the work and approved additions and/or deductions thereto including Contractor's profit and expenses but not including the Landscape Architect's and engineering consultant's fees or the fees of other special consultants' reimbursements or the salary of a Project Representative. Should labour be provided and material be reused, cost is to be interpreted as the cost of all materials and labour necessary to complete the work as such cost would have been if all materials had been new and if all labour had been paid for at market prices current when the work was ordered.

3.1.1 Sales Tax. Sales tax is not considered part of the "Cost of the Work".

3.1.2 Abandoned or Suspended Work. If any work undertaken by the Landscape Architect is abandoned or suspended in whole or in part, the Landscape Architect shall be paid on abandonment or suspension for the services rendered on account of such work, in accordance with and proportionate to the schedule of payments hereinafter stated. Payment to the Landscape Architect for services rendered which fall within 3.1.2 and 3.1.3 shall be made from time to time as such work is done. Payments for disbursements which are chargeable to the Client under the provisions of this Agreement shall be made promptly by the Client as the accounts for the same are rendered to him by the Landscape Architect.

3.1.3 Extra Services. If after a definite scheme has been approved, the Client makes a decision which, for its proper execution, involves extra services or expenses for changes in or addition to the drawings or specifications or otherwise, or if the Landscape Architect is required to perform extra services or pay expenses because of delays by the Client or a contractor, or by litigation or arbitration proceedings between such parties, or as the result of damage to the work in progress by fire, lightning or tempest, the Landscape Architect shall be equitably paid for such extra services and expenses.

3.1.4 Constructional Emergencies. While the work is in progress, the Landscape Architect may on behalf of, and as Agent of the Client, give orders and cause to be performed such conservatory or remedial work as in his discretion seem necessary or expedient in the Client's interest in case of constructional emergencies occurring. The cost of such work shall become part of the "Cost of the Work" (3.1).

3.2 No deduction shall be made from the monies payable to the Landscape Architect because of penalties, liquidated damages or other sums withheld from payments to contractors or other persons engaged on the work.

#### ARTICLE 4. OWNERSHIP OF DOCUMENTS

4.1 All drawings, specifications and documents prepared by the Landscape Architect are instruments of service for the execution of the work and are property of the Landscape Architect whether the work be executed or not and he reserves the copyright therein and in the work executed therefrom and they are not to be used on any other work without the written permission of the Landscape Architect.

#### ARTICLE 5. PAYMENTS TO LANDSCAPE ARCHITECT

5.1 The Client shall pay the Landscape Architect for his services a fee as herein provided for:

5.1.1 Percentage Fee. A fee calculated at the rate of EIGHT percent (8%) of "Cost of the Work", or of the accepted tender, or the estimate approved for tender call purposes. The estimated value of any element designed and omitted from execution by the Client shall be included in the "Cost of the Work" when calculating the fee.

5.1.2 Per Diem Fee. A fee calculated on the basis of payroll records and/or costs.

Principal Landscape Architect \$ N.A. per 7 hour day.

Senior Landscape Architect \$ N.A. per 7 hour day.

All other Staff, actual payroll costs, including all benefits, multiplied by a factor of N.A. times.

5.1.3 Lump Sum Fee. A fixed fee, as total payment for services as agreed and defined herein, in the amount of NOT APPLICABLE Dollars. (\$ \_\_\_\_\_).

5.1.4 Special Consultants Fees. For the provision of the services by "Special Consultants", the Landscape Architect's fee shall be increased by N.A. percent ( %) based on the following: \_\_\_\_\_

5.1.5 "Cost Plus" Contract. If the work or any part of the work is let on any "cost plus" basis, the Landscape Architect's fee shall be increased in proportion to the additional services required of the Landscape Architect and shall be not less than the basic fee, plus N.A. percent ( %) on the cost of the work done on a cost plus basis.

5.1.6 Separate Contracts. If the work or any part of the work is let under separate contracts, the Landscape Architect's fee shall be increased in proportion to the additional services required of the Landscape Architect, which shall not be less than the basic fee, plus N.A. percent ( %) of the cost of the work done by separate contract.

5.2 Additional Services NOT APPLICABLE

5.2.1 Coordinating Fees (here insert appropriate provisions when such fees are to be paid) NOT APPLICABLE

5.3 The Client shall reimburse the Landscape Architect for the following disbursements in addition to other disbursements herein provided for:

5.3.1 The cost of blueprinting or reproduction of documents beyond the following: Working Drawings 10 copies; Specifications 10 copies.

5.3.2 The cost of transportation and living expenses incurred by him or his assistants while traveling in discharge of duties connected with the work beyond N.A. miles from the Landscape Architect's office, computed on the actual cost of travel by rail or air, and at N.A. ¢ per mile for travel by automobile.

5.3.3 The cost of telegrams and long distance calls made in the interests of the Client.

5.4 The Landscape Architect shall have been deemed to have earned on account of his fee and payment shall be made as follows, based on applicable estimates, and/or contract values:

On completion of preliminary studies and on design sketches.....	35%
On completion of working drawings and specifications.....	45%
On completion of administration and inspection of contract.....	20%
	<u>100%</u>

5.4.1 From time to time during the execution of the work and having regard to the total services to be rendered by the Landscape Architect in connection therewith and the extent to which such services have been rendered, payments shall be made monthly until the aggregate of all payments made on account of the fees shall equal to the total fee.

5.5 Payments on account of the Landscape Architect's fee within the limits above-mentioned may be made to the Landscape Architect in the course of preparation of preliminary studies or working drawings or specifications. Until final contract amounts can be established, the fee payments shall be based on estimates of the value of work.

ARTICLE 6. SUCCESSORS AND ASSIGNS

6.1 This Agreement shall enure to the benefit of and be binding upon the Parties hereto, and except as hereinafter otherwise provided, their executors, administrators, successors and assigns.

6.2 If the Landscape Architect Party hereto is an individual and dies or becomes incapacitated before his services hereunder have been completed, this Agreement shall be cancelled as of the date of his death or incapacity, and the Client shall pay for the services rendered and disbursements made to the date of cancellation.

6.3 If a Party to this Agreement who is an individual should desire to bring in a partner or partners to share the benefits and burden of the Agreement, he or they may do so and he or they will promptly notify the other Party of such action.

6.4 Except as aforesaid neither Party may assign this Agreement without the consent in writing of the other.

ARTICLE 7. ADDITIONAL TERMS

The following additional terms are added and shall become a part of this Agreement:

NOT APPLICABLE

---

---

ARTICLE 8. ARBITRATION

8.1 All matters in dispute under this Agreement shall be submitted to arbitration at the instance of either Party.

8.2 No one shall be nominated or act as arbitrator who is in any way financially interested in the conduct of the work or in the business affairs of either Party.

8.3 The laws of the Province of Ontario shall govern the arbitration.

8.4 The award of the arbitrator or arbitrators shall be final and binding upon the Parties and this covenant to submit to arbitration is to be construed as an integral part of this Agreement between the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

( in the presence of ) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CLIENT THE CORPORATION OF THE  
CITY OF BRAMPTON

LANDSCAPE ARCHITECT

*Helene E. Deard*

*[Signature]*

THE CORPORATION OF THE  
CITY OF BRAMPTON

*Teresa M. Piane*  
TERESA M. PIANE, ACTING MAYOR

*Ralph A. Everett*  
RALPH A. EVERETT, CLERK

SCOPE OF WORK

RESIDENTIAL II PARK DEVELOPMENT  
BRAMPTON, ONTARIO  
PHASE II: SCHEDULE 'B'

1. Lake

The lake is to be used for boating, skating and fishing. Shallow areas are to be dredged and an island is to be created with stone embankment and planting.

An illuminated fountain is to be installed as a focal point in the centre of the lake.

The westerly banks are to be graded and stabilized by sodding, planting and stonework.

\$ 90,000.00

2. Park Service Buildings

Two buildings are to be constructed;

One between the soccer field and softball field and one south of the lake. The sportfield service building is to include changerooms, washrooms, snackbar and storage area. The lake service building is to include a skate changing-boat storage area for winter and summer operations, washrooms, snackbar, storage area and office. Both buildings are to be supplied with water, hydro and sanitary service.

\$150,000.00

3. Circulation System and Parking

A 20 foot asphalt roadway is to be constructed from Clark Blvd. to the sportfield service building. A 16 foot asphalt roadway is to be constructed from the 20 foot roadway to the lake service building. A nature trail is to be established in the woodlot west of the lake. Surfacing is to consist of wood chips and a boardwalk is to span swamp areas.

Asphalt parking areas are to be provided near the sportfield service building and near the lake service building.

\$ 50,000.00

4. Lighting

Lighting is to be provided for the 20 foot roadway, the 16 foot roadway, the parking lot, the soccer field, the softball field and the gravel walkway from Hwy. 7, along the lake.

\$100,000.00



...../2

5. Grading, Sodding, Planting, Fencing and Site Furniture

The area south of the lake and the area between the lake and Hwy 7 are to be graded, sodded and planted.

A decorative rail fence is to be erected as a protective barrier between Hwy 7 and the lake.

Benches, picnic tables and waste receptacles are to be provided for sitting areas, fishing areas and picnic areas.

\$ 48,000.00

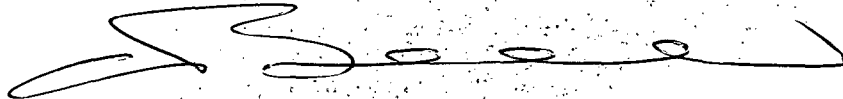
Sub total \$438,000.00

Landscape architectural, architectural and engineering fees:

8% of construction costs \$ 35,040.00

Total \$473,040.00

Respectfully submitted,



Alexander Budrevics, F.C.S.L.A.; F.A.I.L.A.

PASSED February 25, j 19 80

---

---



# BY-LAW

No. 45-80

To authorize the execution of an Agreement between the Corporation of the City of Brampton and Alexander Budrevics and Associates Limited, Landscape Architect. (Parkland, Residential #11, Brampton)