



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 75-76

A By-law to Amend Restricted Area By-law Number 861 as amended by By-law Number 877 as amended of the former Township of Chinguacousy, to rezone lands in part of Block A, Registered Plan Number 676 from Industrial M2 to Industrial M5S.

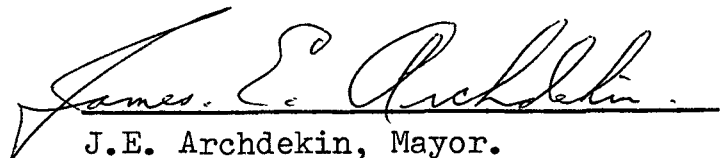
Whereas Amendment Number 68 to the Official Plan of the former Township of Chinguacousy Planning Area permits Manufacturing, Warehousing and Business and Professional Offices in part of Block A, Registered Plan 676.

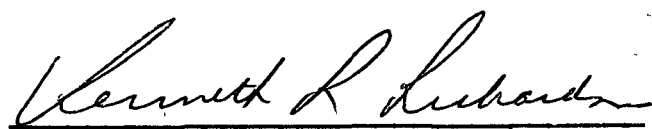
The Council of the Corporation of the City of Brampton, therefore, ENACTS as follows:

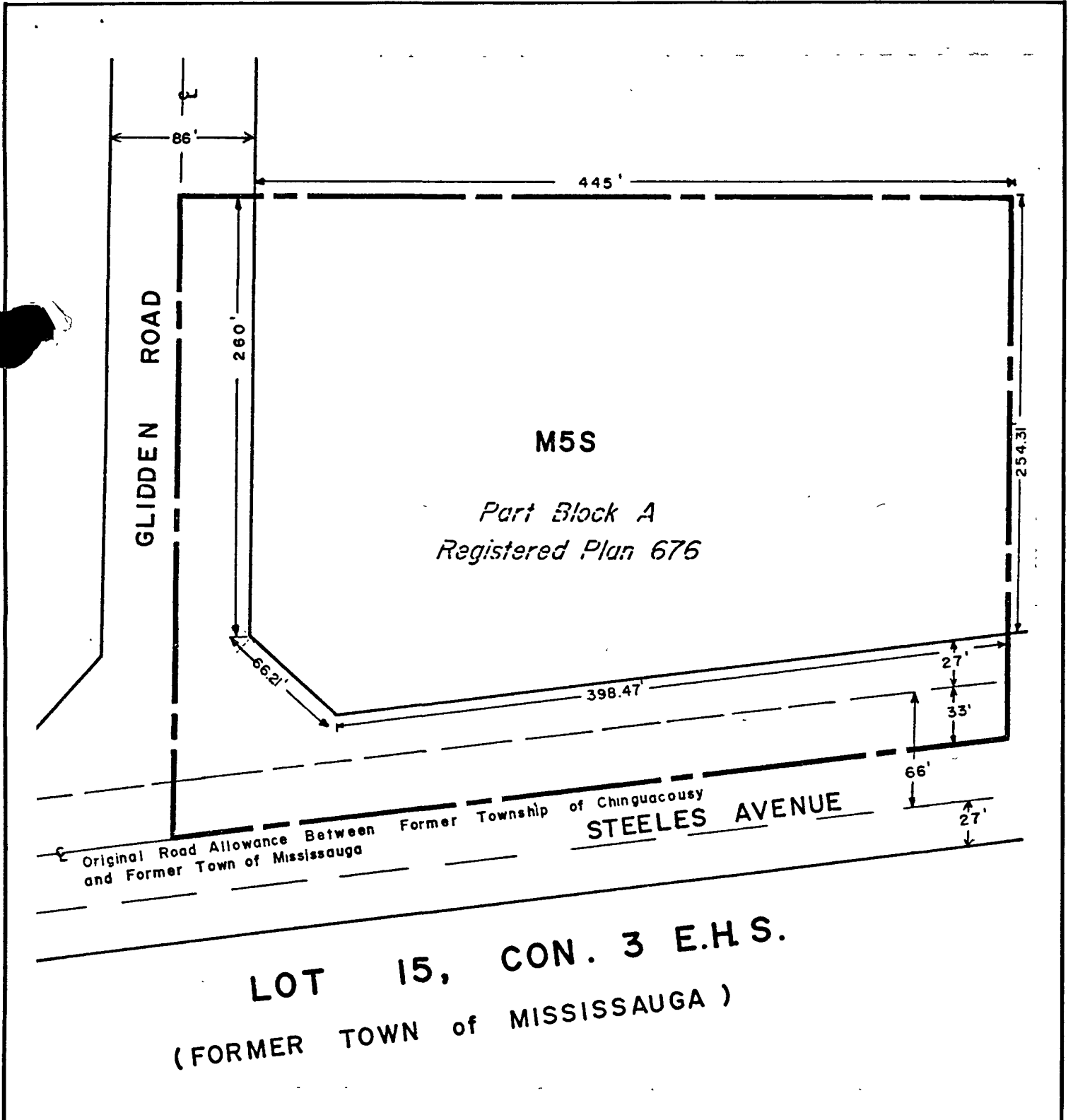
- 1) That By-law Number 861 as amended by By-law Number 877 as amended be further amended by changing from Industrial M2 to Industrial M5S, the designation of those lands described in Schedule 'A' hereto attached.
- 2) Schedule 'A' attached hereto forms part of this By-law.
- 3) This By-law shall not come into force and effect unless and until approved by the Ontario Municipal Board.

READ A FIRST, SECOND, AND THIRD TIME AND PASSED IN OPEN COUNCIL

This 15th day of March, 1976.

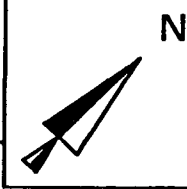

J.E. Archdekin, Mayor.


K.R. Richardson, Clerk.



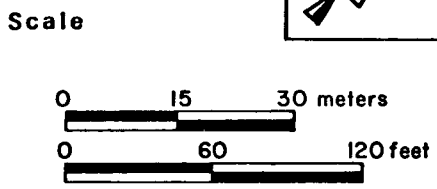
LOT 15, CON. 3 E.H.S.
 (FORMER TOWN of MISSISSAUGA)

CITY OF BRAMPTON BY—LAW NO. 75-76
 SCHEDULE 'A'



Drawn	b.k.—Revised by m.o.
Date	March 9th, 1976
File No.	C3E11
Dwg. No.	A

end
 --- Zone Boundary



CITY OF
BRAMPTON
 PLANNING
 DEPARTMENT



R 762120

Ontario Municipal Board

IN THE MATTER OF Section 35 of
The Planning Act (R.S.O. 1970,
c. 349)

-- and --

IN THE MATTER OF an application
by The Corporation of the City
of Brampton for approval of its
Restricted Area By-law 75-76

BEFORE:

W. H. J. THOMPSON, Q.C.
Member

-- and --

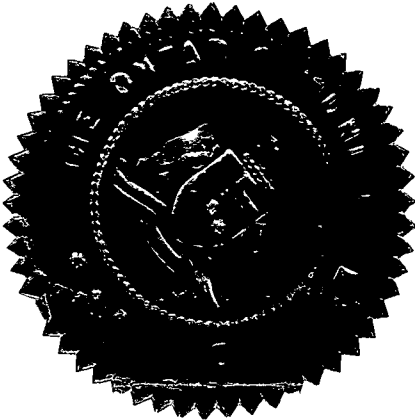
S. S. SPEIGEL
Member

WEDNESDAY the 8th day of

SEPTEMBER, 1976

No objections to approval having been received as required;

THE BOARD ORDERS that By-law 75-76 is hereby approved.



C. Saruyama
C. SARUYAMA
ACTING SECRETARY

ENTERED	
O. B. No.	R 76-3
Folio No.	256
SEP 13 1976	
<i>H. Andrew</i>	
SECRETARY, ONTARIO MUNICIPAL BOARD	

Standard Form of Agreement between Client and Architect



Ontario Association of Architects

Project NEW FIRE HALL STATION , BRAMPTON, ONTARIO

Client THE CORPORATION OF THE CITY OF BRAMPTON

Architect BRIAN ATKINS & ASSOCIATE

January 1, 1975

**THE STANDARD FORM OF AGREEMENT
BETWEEN CLIENT AND ARCHITECT**

THIS AGREEMENT made in duplicate the 28th day of January
in the year Nineteen Hundred and Seventy-six by and between

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "Client",

and BRIAN ATKINS Carrying on business as BRIAN ATKINS AND ASSOCIATE

hereinafter called the "Architect".

WHEREAS the Client intends to erect

Insert
description
of work

A NEW DISTRICT FIRE HALL STATION

On lands described as part of the east half of Lot 5, Concession
2, West of Hurontario Street, and being more particularly
designated as Parts 1 and 2 on Reference Plan Number 43R-3132
in the City of Brampton.

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

ARTICLE 1.

~~The Architect shall perform for the above named work professional services as hereinafter
set forth.~~ The Architect shall perform for the above mentioned work including
all driveways, parking areas and other paved areas to be used in conjunction with
the fire hall station but not including any landscaping of the site, professional

ARTICLE 2. THE ARCHITECT'S SERVICES services as hereinafter set forth.

- (a) **Basic Professional Services.** The Architect's basic professional services consist of taking the Client's instructions; preparing the necessary preliminary design 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 necessary copies of the contract drawings and specifications and large-scale detail drawings; processing shop drawings; certifying and passing accounts; and issuing Certificates for Payments; and the general administration of the construction contract.
- (b) **Estimates of Cost.** The Architect shall prepare preliminary estimates of the cost of the work but he does not guarantee the accuracy of such estimates. He shall 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 are received.

- (c) **Administration of the Contract and Inspection of the Work.** As required by the contract between the Client and the Contractor, the 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 Architect or his deputies, at periodic intervals, shall provide field inspections which shall reasonably ensure that the building is being erected in conformity to the Contract Documents. Any defects or deficiencies shall be identified to the Contractor.

- (d) **Certificates For Payment.** Based on the Architect's observations on the site as noted above, and the Contractor's Application For Payment, he shall determine the amount owing to the Contractor and shall issue Certificates For Payment in such amounts. These Certificates shall constitute a representation to the Client, based on such observations and the data comprising the Application For Payment that the work has progressed to the point indicated. By issuing a Certificate For Payment, the Architect shall also represent to the Client that, to the best of his knowledge, opinion and belief, the quality of the work is in accordance with the Contract Documents. He shall conduct inspections to determine the dates of substantial and final completion, and shall issue a final Certificate For Payment.

ARTICLE 3. THE CLIENT'S RESPONSIBILITIES.

- (a) **Requirements, Surveys, Borings and Tests.** The Client shall furnish the Architect with a definitive statement of his requirements, an accurate survey of the building site, including all information and all surveyor's services required for the setting out of the structure, 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 building site. He shall provide also, or reimburse the Architect on account of direct costs for obtaining 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, including associated interpretation and evaluation which may be required, and for any advertising incidental to obtaining tenders, and for any permits or licences which may be required and for any necessary legal services. The Architect shall not be responsible for costs or damages arising from errors or omissions in any of this information.
- (b) **Client's Decisions.** The Client shall give due consideration to all matters relating to the work and, whenever prompt action is necessary, he shall inform the Architect of his decisions in such reasonable time as not to delay the work of the Architect nor to prevent him from providing documents or instructions to contractors promptly.
- (c) **Client's Site Representative.** If constant representation of the Client on the job during progress of the work is desired by the Client, a Client's Site Representative, acceptable to both the Client and the Architect, shall be retained. He shall perform under the direction and control of the Client who shall pay his salary and he shall co-ordinate his work with the Architect.

ARTICLE 4. PROVISIONS AND CONDITIONS.

- (a) **Definition of "Cost of the Work".** "Cost of the Work" means the cost to the Client of the work and approved additions thereto including Contractor's profits and expenses but not including Architect's and Engineering Consultant's fees or the fees of other special consultants or reimbursements or the salary of a Client's Site Representative. "Cost of the Work" also includes all applicable taxes whether recoverable or not. Should labour or material be furnished by the Client below its market cost, or should old materials be reused, cost is to be interpreted as the cost of all materials and labour necessary to complete the work if all materials had been new and if all labour had been paid for at existing market prices when the work was ordered.

(b) **Abandoned, Suspended or Deferred Work.** In the case of abandoned, suspended or deferred work, in all or in part, the Architect shall be entitled to payment forthwith for all services rendered by him up to the date of such abandoned, suspended or deferred work and for all services arising therefrom based upon the lowest bona fide tender or if no tenders have been received, then upon a reasonable estimated cost.

(c) **Additional Services.**

- (1) If after a definite scheme has been approved, the Client makes a decision which for its proper execution involves additional services or expenses for changes in or additions to the drawings or specifications or otherwise; or
- (2) If the Architect is required to perform additional services or pay expenses because of delays during construction or extension of the construction contract or labour disputes or the delinquency or insolvency or death of the Client or Contractor or by litigation or arbitration proceedings, or as the result of damage to the work in progress by fire, lightning or tempest;

The Architect shall be paid for such additional services and expenses on a per diem or payroll basis.

(d) **Fees for Consultants (other than Multiple Housing, where Consultants are retained separately).**

- (1) The cost of structural, mechanical and electrical engineering, which by professional experience and opinion is considered normal to a specific building type, shall be borne by the Architect, other than in the provision of services for work in Category 1 (Multiple Housing). Where structural, mechanical and electrical engineering is in excess of normal, the Architect's fees may be increased by an amount to be agreed upon by the Client and Architect to cover the additional engineering services involved.
- (2) Where the work is of such a nature as to require the services of a special consultant, the Architect may retain such a consultant whose fees shall be paid by the Architect, and the Architect shall be reimbursed by the Client therefor, plus a fee to be agreed upon by the Client and Architect to cover co-ordination of such consulting services.
- (3) If the Client should desire to bring in a special consultant on the work or any part of it, the Architect shall collaborate with him and the fees of such consultant shall be paid by the Client, plus a fee to be agreed upon by the Client and Architect to cover co-ordination of such consulting services.

(e) **Construction Emergencies.** While the work is in progress, the Architect may on behalf of, and as Agent of the Client, give orders and cause to be performed such conservatory or remedial work or work necessary to life or safety as in his discretion seems necessary or expedient in the Client's interest in the case of a construction emergency. The cost of such work shall become part of the "Cost of the Work" [Article 4(a)].

(f) **Deductions.** No deductions shall be made from the moneys payable to the Architect because of any penalties, liquidated damages, statutory holdbacks, or other sums withheld from payments to the Contractor or other persons engaged on the work.

(g) **Ownership of Documents.** All drawings, specifications and documents prepared by the Architect are instruments of service for use in carrying out the project and are the property of the Architect. The Architect retains his copyright in these documents which may not be used for any other project without his express consent.

ARTICLE 5. PROFESSIONAL CHARGES

Insert

- (a) **Fee for Basic Services.** The Client shall pay the Architect for his basic services a fee of \$11,250 for the first \$125,000 of project cost plus eight percent (8%) on the remaining balance of the total cost of the work, plus such additional amounts as are herein expressly provided for.

Insert where applicable

(b) **Fee for Additional Services.**

- (1) *Co-ordinating Fees.* Additional Fee for Co-ordination
- (2) *"Cost Plus" Contract.* If the work, or any part of the work, is let on a "cost plus" basis, the Architect's fee shall be increased in proportion to the additional services required of the Architect.
Additional Fee for Cost Plus Contract
- (3) *Separate Contracts.* If the work, or any part of the work, is let under separate contracts, the Architect's fee shall be increased in proportion to the additional services required of the Architect.
Additional Fee for Separate Contracts
- (4) *Management Contract.* If the work is to be administered by the process of sequential tendering, management, or a form thereof, the Architect's fee shall be increased in proportion to the additional services required of the Architect.
Additional Fee for Management Contract
- (5) *Changes to the Contract Documents.* Fees based upon time rates shall be charged in addition to the agreed upon percentage fee structure for changes to the Contract Documents. However, where additions to the scope of the work are the major result of the change, the agreed upon percentage fee structure shall apply.
- (6) *Client's Requirements.* If the Architect prepares a program of the Client's requirements, fees based upon time rates shall be charged for this work in addition to the fee for basic services.
- (7) *Public Participation.* If the Architect is required to provide extra services, specifically related to the understanding and approval of public groups or committees, fees based on time rates shall be charged for this work in addition to the fee for basic services.

- (c) **Disbursements.** The Client shall reimburse the Architect for the following disbursements, in addition to other disbursements herein provided for:

Insert

- (1) The cost of printing or reproduction of documents, except for the cost of printing and reproduction of documents for circulation between the Architect and his associated consultants.
- (2) ~~The cost of transportation and living expenses incurred by him or his assistants while travelling in discharge of duties connected with the work beyond _____ miles from the Architect's office, computed on the actual cost of travel by rail or air, and at _____ ¢ per mile for travel by automobile.~~
- (3) ~~The cost of telegrams and long distance calls made in the interests of the Client.~~
- (4) The cost of all tender and legal advertising and all required statutory inspection fees.
- (5) The cost of any other disbursement approved in advance by the Client.

ARTICLE 6. PAYMENT TO THE ARCHITECT

- (a) **Schedule.** The Architect shall have been deemed to have earned on account of his fee and payment shall be made as follows:
- (1) Upon completion of the schematic design phase, a sum equal to one sixth (1/6) of his basic fee computed upon a reasonable estimated cost;
 - (2) Upon completion of design development and sketch drawings, a further sum sufficient to increase payments on the fee to one quarter (1/4) of his basic fee computed upon a reasonable estimated cost;
 - (3) Upon completion of approximately three quarters of the working drawings and specifications a further sum sufficient to increase payments on the fee to five eighths (5/8) of his basic fee computed upon a reasonable estimated cost;
 - (4) Upon completion of contract documents to a point where they might be submitted for tender, a sum sufficient to increase payments on the basic fee to three quarters (3/4) of the basic fee computed upon a reasonable estimated cost or, if tenders are received, then computed upon the tender or tenders approved by the Client. If no tender has been approved by the Client, then the fee shall be computed upon the lowest bona fide tender or tenders received, or if sequential tenders are required, then the aggregate of the accepted or lowest tenders.
 - (5) From time to time during the execution of the work and having regard to the total services to be rendered by the Architect, in connection therewith, and the extent to which such services have been rendered, payments shall be made until the aggregate of all payments made on account of the basic fee shall equal the total fee;
 - (6) Payments on account of the Architect's fee within the limits above-mentioned may be made to the Architect in the course of preparation of preliminary studies or working drawings or specifications, monthly or otherwise, as may be agreed upon between the Architect and the Client.

Insert

- (b) **Accounts.** Accounts for payment are due and payable when rendered. ~~Overdue accounts are subject to interest charges at _____ percent per annum, commencing thirty days after the date of invoicing.~~

ARTICLE 7. GENERAL

- (a) 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.
- (b) If the Architect Party hereto is an individual and dies or becomes incapacitated before his services hereunder have been completed, this Agreement shall be terminated 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 termination.
- (c) If a Party to this Agreement who is an individual should desire to bring in a partner or partners, or if a Party which is a partnership should desire to bring in a new partner or partners to share the benefit and burden of this Agreement, he or they may do so and he or they shall promptly notify the other Party of such action.
- (d) Except as aforesaid neither Party may assign this Agreement without the consent in writing of the other.

ARTICLE 8. ADDITIONAL TERMS

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

Insert

Any change orders or alterations or additions with respect to this contract which will directly or indirectly cause the cost of the total project to exceed the estimates approved by the Council of the Corporation of the City of Brampton shall be approved only by resolution of the Council of the Corporation of the City of Brampton.

ARTICLE 9. ARBITRATION

- (a) All matters in dispute under this Agreement shall be submitted to arbitration at the instance of either party.
- (b) 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.
- (c) The laws of the Province of Ontario shall govern the arbitration.
- (d) 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.

Insert

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

WITNESS:

[Handwritten signature]

BRIAN ATKINS & ASSOCIATE

[Handwritten signature]

THE CORPORATION OF THE CITY
OF BRAMPTON

[Handwritten signature]
MAYOR

[Handwritten signature]
CLERK