THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 32-74

A By-law to authorize the execution of a contract with McCormick, Rankin and Associates Ltd.

WHEREAS it is deemed necessary to enter into and execute a contract with McCormick, Rankin and Associates Ltd., to undertake a road needs study;

NOW THEREFORE the Council of the Corporation of the City of Brampton hereby ENACTS as follows:

- 1) That the City of Brampton enterbinto and execute a contract, attached hereto as Schedule "A", with McCormick, Rankin and Associates Ltd., to undertake a road needs study.
- 2) That the Mayor and the Clerk are hereby authorized to affix their signatures to the said contract, attached hereto as Schedule "A", with McCormick, Rankin and Associates Ltd.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council this 8th day of April, 1974.

And

James E. Archdekin, Mayor

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Kenneth R. Richardson, Clerk

AGREEMENT made this 28th day of March 1974

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter referred to as the "Client".

OF THE FIRST PART,

- and -

McCORMICK, RANKIN & ASSOCIATES LIMITED

a Company incorporated under the laws of the Province of Ontario and having its Head Office in Mississauga, Ontario

hereinafter referred to as the "Consultant"

OF THE SECOND PART.

WITNESSETH THAT WHEREAS the Client desires to enter into an agreement with the Consultant to assist in a detailed study of the ten-year needs of the road and street system and to assist in the preparation of a formal report summarizing the findings of this study.

AND WHEREAS the Client requested the Consultant to make i a submission in accordance with the Ministry of Transportation and Communications' normal terms of reference, the Consultant's Proposal has been attached hereto as Schedule A to this agreement.

NOW THEREFORE in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. The Consultant agrees to process the traffic counts provided by the City, carry out the inventory of the road system, estimate the construction needs for the system, and estimate from a performance budget provided by the Client the probable future maintenance costs and to assist in the preparation of a report setting forth the findings. 2. The Client shall pay the Consultant in the manner described under "Method of Payment" contained in the Consultant's proposal which is Schedule A to this agreement, and such payments shall not exceed the sum of \$27,000.00 set out in the Consultant's Proposal being Schedule A to this agreement.

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.

Per

SIGNED, SEALED & DELIVERED)

In the presence of:

McCormick, Rankin & Associates Limited Per President Secretary-Treasurer

By

THE CORPORATION OF THE CITY OF BRAMPTON

Kames & Archelshin. MAYOR Kurrett & Carhaiden ULERK