



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 70-77

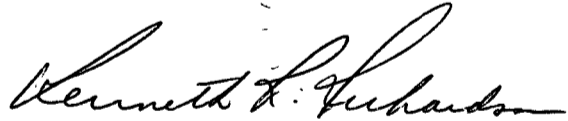
A By-law to authorize the execution of
an Agreement between The Corporation of
the City of Brampton and McCormick, Rankin
& Associates Limited.
(ROAD CONSTRUCTION NEEDS STUDY UPDATE)

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 McCormick, Rankin & Associates
Limited attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 28th day of March, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT dated the 15th day
of February A.D. 1977

BETWEEN: THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "Client"

OF THE FIRST PART,

-AND-

McCORMICK, RANKIN & ASSOCIATES LIMITED

hereinafter called the "Consultant"

OF THE SECOND PART.

WHEREAS the Client intends to assist in an update of
the ROAD CONSTRUCTION NEEDS STUDY 1974-1985, hereinafter
called the "Work" and has requested the Consultant to furnish 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 con-
nection with the Work and the Consultant hereby agrees to provide
the 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 Study are set forth in Article 2 including services as changed, altered or added to, under Sections 1.11 and 1.12.

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

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 his staff employed on the "Work".
- (b) The Client may inspect and audit the 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 Upset Limit for Fees and Expenses

The upset limit that shall be charged to the Client by the Consultant for the performance of the "Work" shall be \$ 15,500.00 subject to the conditions of Section 2.1.

1.8 Allocation of Fees to Public Works Functions

The total estimated cost has been allocated to the various functions to which the system will be applied, in the following manner:

(i)	Traffic Procedures & Analysis	\$1,500.00
(ii)	Inventory of the Road System and Estimation of Construction Needs	\$8,500.00
(iii)	Maintenance Evaluation	\$1,200.00
(iv)	Preparation of Summary Report	\$3,000.00
(v)	Printing of Summary Report	\$1,300.00

1.9 Changes to the Fees and Expenses

The Consultant will require prior approval, in writing, by the Client for any increase in the total estimated cost beyond those approved under Section 1.7 and 1.8.

1.10 Reporting and Progress

The Consultant shall report formally, to meetings of the Technical Advisory Committee, at appropriate intervals during the implementation. These meetings usually number 4 during the course of the "Work", and they are held at the call of the Chairman of the T.A.C.

1.11 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 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 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.3.

1.12 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 for any of the Consultant's staff employed directly upon such additional service, together with such expenses and disbursements allowed under Section 3.3.

1.13 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 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.3.

1.14 Damages

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expense, costs of 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.

1.15 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 Program or to the implementation thereof.

1.16 Approval by Other Authorities

Where the Work 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.

1.17 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 endeavour to execute the Work by the 30th day of June 1977 .

ARTICLE 2 - SERVICES

2.1 Consultant's Services

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

-- To assist in undertaking a study of the 10 year improvement needs of the road system; to evaluate the recording system of the maintenance expenditures; to estimate the cost of the construction needs; to establish road improvement priorities; and prepare a summary report of the findings of the study in general accordance with the Terms of Reference dated December 7 1976 and the Proposal dated December 9th 1976.

2.2 Client Services

The Client will provide the following services to the Consultant:

- (a) Access to and the use of existing plans, facilities inventories, utility information, legal documents, and correspondence relevant to the Work.
- (b) Direction and approvals by the Technical Advisory Committee 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.

(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.

3.2 Basis of Payment

3.2.1 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 payroll costs X 2.0.

The Consultant shall submit a monthly invoice to the Client 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 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) McCormick, Rankin & Associates
) Limited
 In the presence of:) _____
)
) E. D. McCormick
) Per President
)
) G. A. Rankin
) Per Secretary-Treasurer

BY _____

THE CORPORATION OF THE CITY OF BRAMPTON

James E. O'Connell MAYOR
Kenneth R. Richardson CLERK



R 77965

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 71-77

B E F O R E :

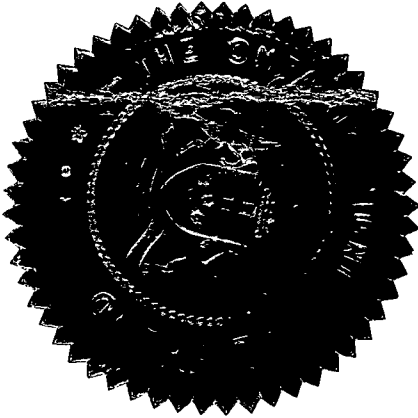
R. M. McGUIRE,
Vice-Chairman

-and-

A. H. ARRELL, Q.C.,
Vice-Chairman

} Tuesday, the 12th day of
} April, 1977

THE BOARD ORDERS that By-law 71-77 is hereby
approved.



K. C. ANDREWS
SECRETARY

ENTERED	
O. B. No.	R77-1
Folio No.	300
APR 27 1977	
SECRETARY, ONTARIO MUNICIPAL BOARD	