



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

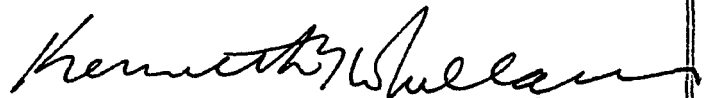
Number 107-83

To authorize the execution of an agreement between Her Majesty The Queen in Right of the Province of Ontario, represented by the Minister of Transportation and Communications for the Province of Ontario and the Corporation of the City of Brampton (Improvements - Williams Parkway and Highway No. 10)

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated April 11th, 1983 between Her Majesty The Queen in Right of the Province of Ontario, represented by the Minister of Transportation and Communications for the Province of Ontario and The Corporation of the City of Brampton, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 11th day of April, 1983.


KENNETH G. WHILLANS MAYOR


RALPH EVERETT CLERK

Approved
Date

THIS AGREEMENT made in triplicate this ninth day of March,
one thousand nine hundred and eighty-three.

B E T W E E N:

HER MAJESTY THE QUEEN, in right of
the Province of Ontario, represented
by the Minister of Transportation
and Communications for the Province
of Ontario,

hereinafter referred to as the "Ministry"

OF THE FIRST PART;

- and -

THE CORPORATION OF THE CITY
OF BRAMPTON

hereinafter referred to as the "City"

OF THE SECOND PART:

WHEREAS the City has requested the Ministry to grant the City
permission to construct improvements to the existing street known
as Williams Parkway at the intersection of the King's Highway
Number 10 (hereinafter referred to as "the intersection") at the
location shown on Schedule "A" attached hereto;

AND WHEREAS the Ministry has determined that certain local improvements
to the King's Highway Number 10 are made necessary by the proposed
improvements to Williams Parkway;

AND WHEREAS the City has agreed to do the work herein at the cost and
expense of the Ministry:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the
premises and the covenants herein contained the Parties hereto for
themselves and their respective successors and assigns agree each with
the other as follows:

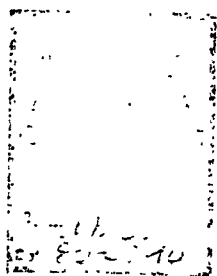
1. That upon application being made by the City, the Ministry
will issue any encroachment permits the City requires to do
work mentioned in this Agreement;
2. That the City shall design and prepare the contract drawings
and documents required for the construction of the inter-
section, the City shall do the work at the cost and expense
of the Ministry and according to Ministry specifications
and standards, the contract drawings shall be approved in

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Ministry of Transportation and Communications
APPROVED
Legal Branch As To Form
By: <i>[Signature]</i>
Date: <i>[Date]</i>

writing by the Ministry's Director, Central Region, and there shall be included in conjunction therewith the following:

- (a) Widening and local improvements to the King's Highway Number 10 from Station 10+000 to Station 10+440 as shown on Schedule "A",
- (b) Installation of a traffic signal control system including in conjunction therewith underpavement ducts, junction boxes, concrete manholes, pole bases, base for traffic signal controller, flexible polyethylene pipe and ground wire for the traffic signal control system at the intersection,
- (c) Partial illumination at the intersection,
- (d) Concrete curb and gutter and raised islands as shown on Schedule "A",
- (e) Necessary relocation of aerial or buried utilities,
- (f) Necessary reconstruction of private entrances,
- (g) Placing of hot mix asphalt paving and granular materials as required,
- (h) Resurfacing existing pavement within the limits of construction,
- (i) Grading, drainage and sodding of areas affected by construction,
- (j) Zone painting within the limits of construction,
- (k) Supply and installation of road name signs and regulatory signs according to Ministry standards,
- (l) Preconstruction survey, soil investigation and pavement design,
- (m) Installation of concrete and asphalt sidewalk as shown on Schedule "A", and
- (n) Maintenance of traffic control safety including the supply and installation of warning signs as required by the Ministry.



3. That the City shall construct the works as mentioned in Clause 2 above;
4. That the Ministry shall pay to the City the total actual construction cost for the work done by the City for the Ministry under this Agreement, together with the following surcharges:
 - (a) For field engineering and supervision, 10 per cent of the actual uncompounded construction cost;
 - (b) For design of contract drawings and documents, 5 per cent of the actual uncompounded construction cost; and
 - (c) For administrative overheads, 7 per cent of the actual uncompounded construction cost;
5. That the City at the cost and expense of the Ministry shall retain an approved consultant firm to design the traffic signal control system including partial illumination. Payment shall be made on the basis of actual work done for the Ministry by the City as approved by the Ministry;
6. That the work done by the City for the Ministry under this Agreement is subject to Ministry inspection and approval, the City shall give the Ministry at least two weeks' notice prior to the commencement of the work and the notice shall not be given until at least one week after the Agreement has been executed by the Ministry;
7. That the estimated cost to complete the work herein is Three Hundred and Sixteen Thousand Five Hundred (\$316,500.00) Dollars, including surcharges, but this is an estimate only and payment shall be made on the basis of the actual work done by the City for the Ministry under this Agreement as approved by Ministry inspection;
8. That from time to time the City shall invoice the Ministry for the actual cost of work done by the City for the Ministry under this Agreement, together with the surcharges set out herein, and the Ministry shall pay to the City the amount or amounts of the invoices within a period of 60 days from the receipt whereof;
9. That within 60 days prior to the advertising of the contract for the construction of the works as set out in Clause 3 herein, the City shall provide to the Ministry a written final estimate of the cost to do the work herein and receipt of the final estimate shall be acknowledged in writing by the Ministry;

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Ministry of Transportation and Communications
APPROVED
Legal Branch
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By: [Signature]
Date: 8.2.12

10. That the City

- (a) shall tender and award the contract for the construction of the work the City is to do under this Agreement;
- (b) shall not award the contract until the Ministry has been notified of the actual bid and the cost thereof has been approved in writing by the Ministry's Director, Central Region,

and the Ministry

- (c) may notify the City that the Ministry deems the tendered cost to be excessive and the Agreement is therefore terminated, and the Ministry shall pay the cost to the City for design work under this Agreement done by the City prior to termination.

11. That the Ministry at its own cost and expense shall supply and install a traffic signal controller and cabinet, including the programming and testing of the traffic signal controller.

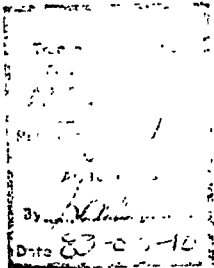
12. That the work the City is required to do under this Agreement shall be completed within 60 working days from the commencement of the work and that in any event the work will be commenced during the year 1983;

13. That when in the opinion of the City

- (a) the work in this Agreement has been satisfactorily completed, or
- (b) a portion of the work has been satisfactorily completed,

the City shall notify the Ministry's District Engineer and the District Engineer shall cause the work or portion of the work to be inspected, and

- (c) if the District Engineer finds the work has been satisfactorily completed in accordance with the contract drawings and documents; or



(d) if the District Engineer finds a portion of the work has been satisfactorily completed in accordance with the contract drawings and documents and the portion is a significant portion of the contract,

the District Engineer may give the City written notice that the work or portion of the work is accepted by the Ministry and thereafter the Ministry will be responsible for the maintenance thereof;

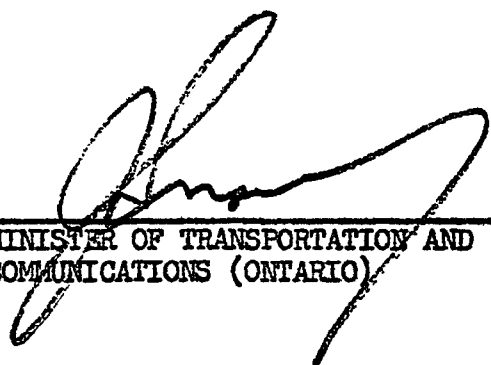
14. The City shall indemnify and save harmless the Ministry from and against any claim, action, cause of action or liability for loss, damage, accident or injury in any manner arising due to, out of, from or in connection with the work undertaken and performed by the City or its agents under this Agreement;

15. And the City warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it authority to enter into this Agreement.

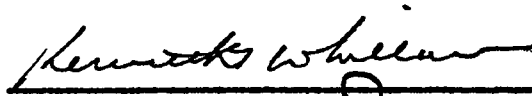

THIS AGREEMENT shall emure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Minister of Transportation and Communications (Ontario) on behalf of the Party of the First Part has hereunto set his hand and the Party of the Second Part has affixed its Corporate Seal under the hands of its proper officers duly authorized in that behalf.

SIGNED AND SEALED this 2nd day of May A.D. 1983


MINISTER OF TRANSPORTATION AND COMMUNICATIONS (ONTARIO)

THE CORPORATION OF THE CITY OF BRAMPTON

Stamp: Ministry of Transportation and Communications, APPROVED, Legal Branch, At To Form, By: [Signature], Date: [Date]

Stamp: Ministry of Transportation and Communications, APPROVED, Legal Branch, At To Form, By: [Signature], Date: [Date]

LIMIT OF CONSTRUCTION
STA 10+400



CON I WNS
LOT 9

REG. MUN. OF PEEL
CITY OF BRAMPTON

CON I ENS
LOT 9

WILLIAMS Pkwy.

WILLIAMS Pkwy.

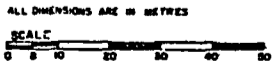
NOTE:
THE EXISTING PAVEMENT IS TO BE
RESURFACED WITHIN THE LIMITS OF
CONSTRUCTION

CON I WNS
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REG. MUN. OF PEEL
CITY OF BRAMPTON

CONSTRUCTION OF INTERSECTION
WIDENING AT HWY 10 & WILLIAMS PKWY.

SCHEDULE A



- LEGEND
- PAVEMENT WIDENING AND NEW PAVEMENT
 - NEW RAISED ISLAND
 - ZONE PAINTED
 - NEW SIDEWALK

OCTOBER 1982

Handwritten notes in a rectangular box, including the number 1026370.

NORTH LIMIT OF CONNECTING LINE 10+000

LIMIT OF CONSTRUCTION
STA 10+000

