



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

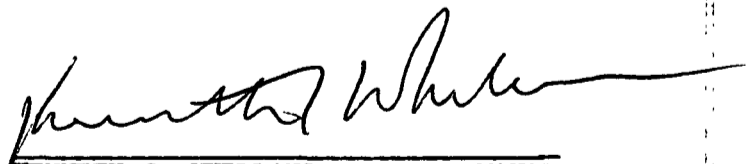
Number 230-83

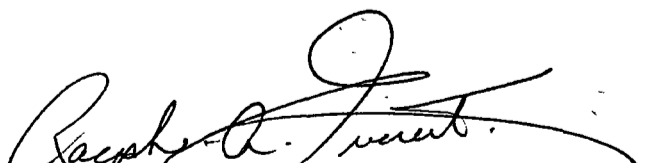
To authorize the execution of an agreement between Her Majesty The Queen, in right of the Province of Ontario, represented by the Minister of Transportation and Communications for the Province of Ontario and The Corporation of the City of Brampton (Highway 410)

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 July 27th, 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 15th day of August, 1983.


KENNETH G. WHILLANS MAYOR


RALPH A. EVERETT CLERK

THIS AGREEMENT made in triplicate this twenty-seventh day of July, 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"

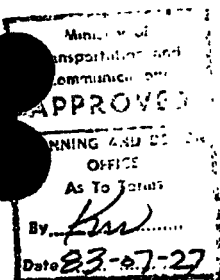
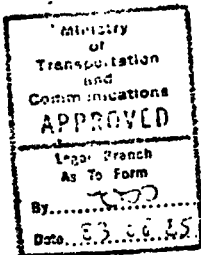
OF THE SECOND PART:

WHEREAS the Ministry has requested the City to construct a grade separation and approaches to connect West Drive with Glidden Road over the Canadian National Railway, hereinafter referred to as "the grade separation", at the location shown on Schedule "A" attached hereto;

AND WHEREAS the Ministry has determined that the grade separation is required as a detour to accommodate traffic along West Drive to facilitate the construction of the proposed Highway Number 410 grade separation;

AND WHEREAS the City has agreed to do the construction 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:



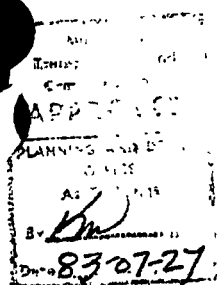
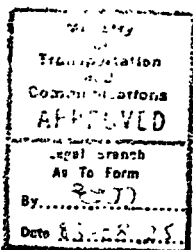
1. That the City shall obtain the necessary approvals to construct the work for the grade separation mentioned in this Agreement;

2. That the City shall design and prepare the contract drawings and documents required for the construction of the grade separation, the City shall do the work at its own cost and expense according to the City's specifications and standards, the contract drawings shall be approved in writing by the Ministry's Director, Central Region, and the Ministry shall be allowed a minimum of 30 days to examine and review the contract drawings and documents and there shall be included in conjunction therewith the following:

- (a) The structure, approaches and associated work from Station 0+000 to Station 0+965;

- (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 of Orenda Road and West Drive (and the Ministry further agrees to pay for the cost of the signal control system at West Drive and Glidden Road, as soon as the warrants for these signals are being met at any time prior to the opening of the completed Highway Number 410 between Steeles Avenue and Highway Number 7);

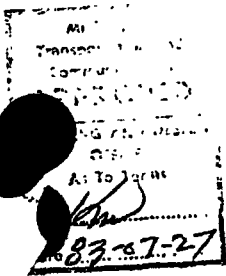
- (c) Illumination at the grade separation;



- (d) Necessary relocation of aerial or buried utilities subject to Ministry approval and authorized by issuance of a Ministry utility moving order;
- (e) Necessary reconstruction of private entrances;
- (f) Placing of hot mix paving and granular materials as required;
- (g) Grading, drainage, sidewalk and application of suitable vegetation of areas affected by construction;
- (h) Zone painting within the limits of construction;
- (i) Supply and installation of road name signs and regulatory signs according to Ministry standards;
- (j) Pre-construction survey, soil investigation and pavement design;
- (k) 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 City at the cost and expense of the City shall prepare and the Ministry shall submit to the Ministry of the Environment an Environmental Status Statement report in accordance with the Ontario Regulation 735/81, exemption M.T.C. 45;

5. 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 administrative overheads, 4 per cent of the actual uncompounded construction cost;
6. That the City at its own cost and expense will prepare all the necessary plans and pertinent data to obtain a Railway Board Order and if the Canadian National Railway Company or the Canadian Transport Committee awards funds for the undertaking of this project, the full amount of the funds shall be paid to the City and deducted from the cost otherwise payable by the Ministry under this Agreement;
7. That the City at its own cost and expense shall purchase the lands required for the grade separation and appurtenances thereto;
8. That the work done by the City for the Ministry under this Agreement is also 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;

Ministry of Transportation and Communications APPROVED
Legal Branch As To Form
By: <i>[Signature]</i>
Date: 8-30-49

MINISTRY OF TRANSPORTATION AND COMMUNICATIONS OFFICE As To Terms <i>[Signature]</i> 83-07-27
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9. That the estimated cost to complete the work herein is Three Million Dollars (\$3,000,000.00) 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;
10. 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 thereof;
11. 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 Minister;

12. That the City

- (a) shall tender for 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;

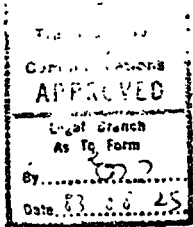
Ministry of Transportation and Communications APPROVED Legal Branch As To Form By: <i>[Signature]</i> Date: 8-28-77
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Ministry of Transportation and Communications APPROVED PLANNING AND OFFICE As To Form <i>[Signature]</i> 8-27-77

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 the design work under this Agreement done by the City prior to termination or renegotiate the tender costs;

13. That the construction work the City is required to do under this Agreement shall be completed prior to the end of 1984;
14. That when in the opinion of the City the work in this Agreement has been satisfactorily completed, the City shall notify the Ministry's District Engineer who shall cause the work to be inspected and if the District Engineer finds the work has been satisfactorily completed in accordance with the contract drawings and documents, the District Engineer may give the City written notice that the Ministry accepts the work but the City shall be responsible for the maintenance and ownership thereof;
15. That 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 work undertaken and performed by the City or its agents under this Agreement;

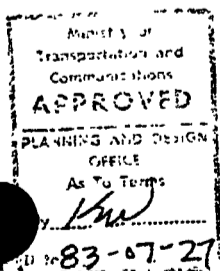
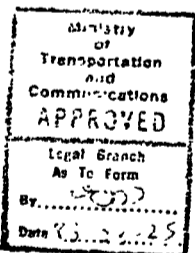
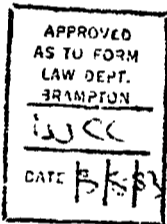


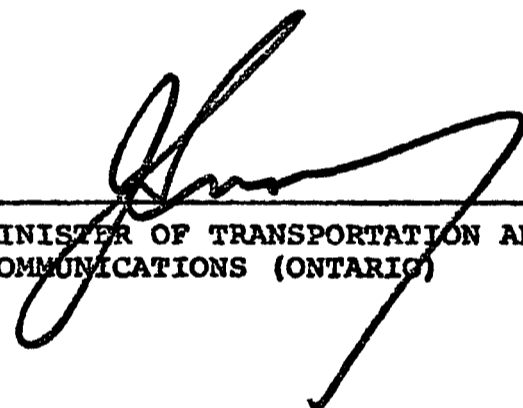
16. And the City warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals within its power legally required to give it the authority to enter into this Agreement.

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

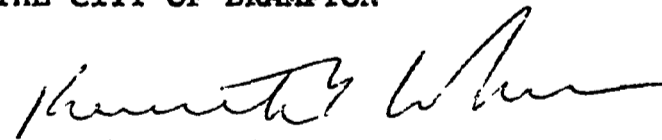
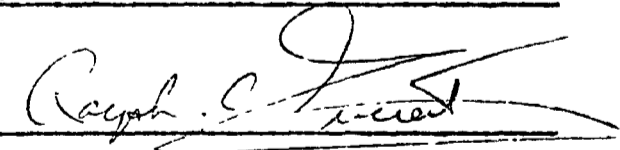
IN WITNESS WHEREOF the Ministry of Transportation and Communications (Ontario) on behalf of the First Part has hereunto set his hand and the Party of the Second Part has affixed its Corporate Seal under the hands of its proper officers duly authorized in that behalf.

SIGNED AND SEALED this 29th day of August A.D.1983




MINISTER OF TRANSPORTATION AND COMMUNICATIONS (ONTARIO)

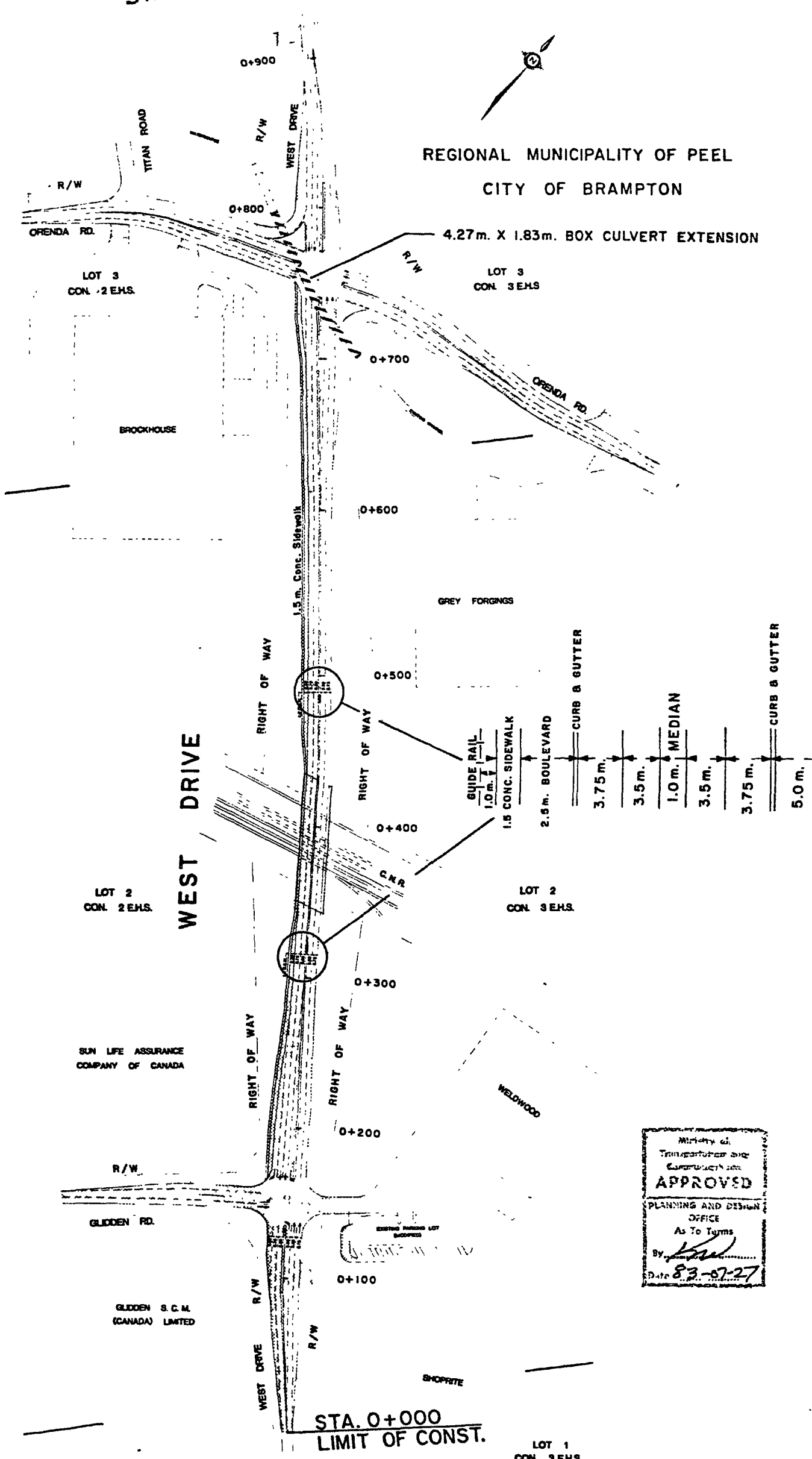
THE CORPORATION OF THE CITY OF BRAMPTON



AUG 18 1983

LIMIT OF CONST.
STA. 0+965

REGIONAL MUNICIPALITY OF PEEL
CITY OF BRAMPTON

4.27m. X 1.83m. BOX CULVERT EXTENSION



Ministry of
Transportation and
Construction
APPROVED
PLANNING AND DESIGN
OFFICE
As To Terms
By: *[Signature]*
Date: 83-07-27

STA. 0+000
LIMIT OF CONST.

LOT 1
CON. 3 EHS.

LOT 1
CON. 2 EHS.

LIMITS OF CONSTRUCTION

SCHEDULE 'A'