



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 277-85

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


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 October 16th, 1985 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 16th day of October , 1985.


KENNETH G. WHILLANS MAYOR


LEONARD J. MIKULICH CLERK

THIS AGREEMENT made in triplicate this nineteenth day of August, one thousand nine hundred and eighty-five.

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 transfer the Controlled-Access Highway 10 from the South City Limits to Steeles Avenue to the City;

AND WHEREAS the parties hereto agree the transfer of the Controlled-Access Highway 10 from the South City Limits to Steeles Avenue makes it advisable to construct a left turn lane from County Court Boulevard (south junction) to Steeles Avenue (hereinafter referred to as the "work") in the City of Brampton at the location shown on Schedule "A" attached hereto;

AND WHEREAS the parties hereto agree that the City will do the work herein at the City's cost and expense and the Ministry shall contribute to the actual costs including

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Legal Branch
As To Form
By: E.S.T.
Date: 75-08-23

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surcharges of the widening but not over One Hundred Thousand (\$100,000.00) Dollars including surcharges as part of the cost and expense as hereinafter provided.

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 in this Agreement, "Regional Director" means the Regional Director of the Central Region of the Ministry of Transportation and Communications, or his nominee.
2. That the City shall design and prepare the contract drawings and documents required for the construction of the widening and 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 thirty (30) days to examine and review the contract drawings and documents and they shall be included in conjunction therewith the following:
 - (a) necessary reconstruction of private entrances;
 - (b) placing of hot mix paving and granular materials as required;

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- (c) grading, drainage, sidewalk and application of suitable vegetation of areas affected by construction where required;
- (d) zone painting within the limits of construction;
- (e) supply and installation of road name signs and regulatory signs according to the City's standards;
- (f) pre-construction survey, soil investigation and pavement design;
- (g) maintenance of traffic control safety including the supply and installation or warning signs as required by the City.

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 not to exceed One Hundred Thousand (\$100,000.00) Dollars including surcharges for the work done by the City for the Ministry under this Agreement with the following maximum uncompounded surcharges:

- (a) for field engineering and supervision 10 per cent;
- (b) for design 5 per cent;

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(c) for administrative overheads 7 per cent.

5. That the City shall give the Ministry at least two (2) weeks' notice before work mentioned in this Agreement is commenced and the notice shall not be given until at least one (1) week after the Agreement has been executed by the Ministry.

6. That the estimated cost to complete the work herein is Eighty-One Thousand (\$81,000.00) 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 as approved by Ministry inspection, the amount not to exceed One Hundred Thousand (\$100,000.00) Dollars including Ministry surcharges.

7. 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 sixty (60) days from the receipt thereof.

8. That within sixty (60) days prior to the advertising of the contract for the construction of the works as set out in clause 2 herein, the City shall provide to the Ministry a written final estimate of the cost to do the work herein and details of the tendering process proposed and the final estimate and tendering process

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shall be approved by the Regional Director.

9. That the City

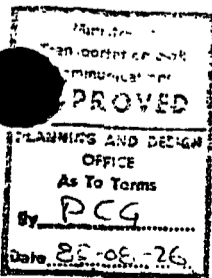
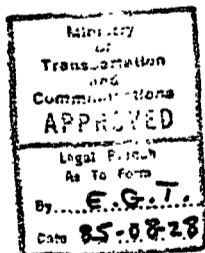
(a) shall tender for award the contract for the construction of the work the City is to do under this Agreement; and

(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 Regional Director, Central Region.

10. That the construction work the City is required to do under this Agreement shall be completed prior to the end of 1986.

11. That when in the opinion of the City the work in this Agreement has been satisfactorily completed, the City shall notify the Regional Director who shall cause the work to be inspected and if the Regional Director finds the work has been satisfactorily completed in accordance with the contract drawings and documents, the Regional Director will give the City written notice that the Ministry accepts the work.

12. 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.

- 13. 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 Minister of Transportation and Communications on behalf of the Party of the First Part has hereunto set his hand and the Party of the Second Part has hereunto affixed its Corporate Seal under the hands of its proper officers duly authorized in that behalf.

SIGNED AND SEALED this _____ day of _____, A.D. 1985.

THE MINISTER OF TRANSPORTATION AND COMMUNICATIONS (ONTARIO)

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
KENNETH G. WILLIAMS MAYOR

[Signature]
LEONARD J. MIKULICH CLERK

AUTHORIZATION BY-LAW.
 NUMBER 277-85
 PASSED BY CITY
 COUNCIL ON THE 16th
 DAY OF October 1985

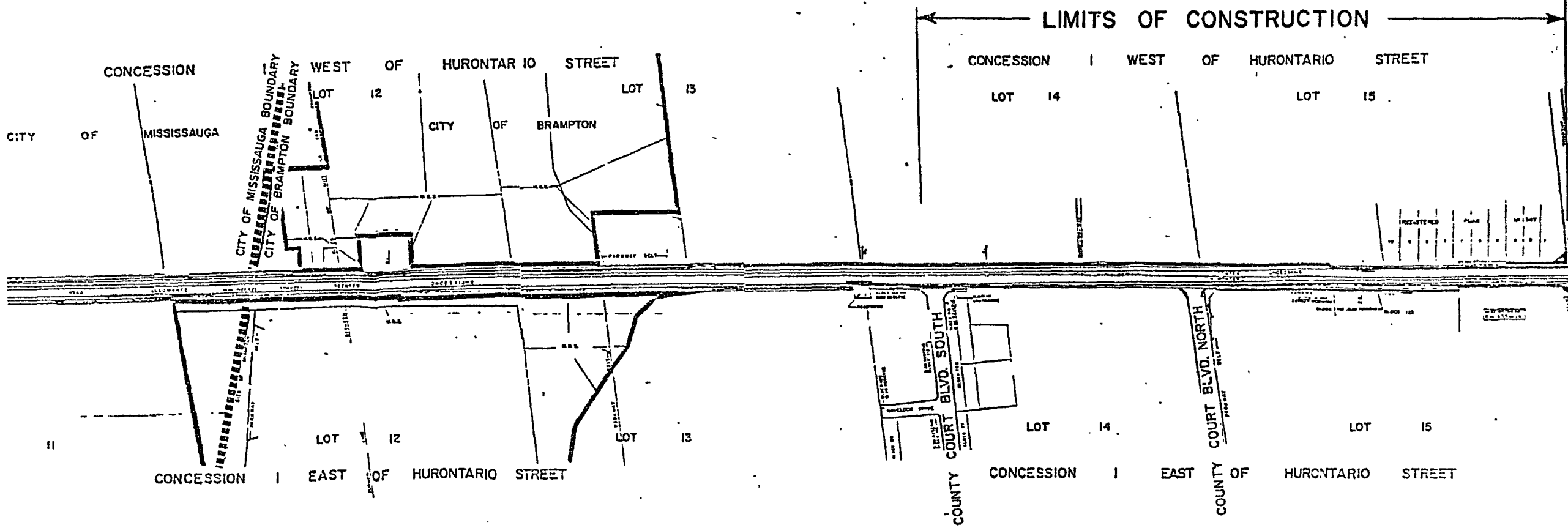
Ministry of Transportation and Communications
 APPROVED
 As To Form
 By E.G.T.
 Date 85-08-28

APPROVED AS TO FORM
[Signature]
 DATE

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REGIONAL MUNICIPALITY OF PEEL
 CITY OF BRAMPTON
 (GEOGRAPHIC TOWNSHIP OF TORONTO)

APPROVED
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 As To Terms
 P.C. 6
 Date 85-08-26



SCHEDULE "A"

NOT TO SCALE