



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

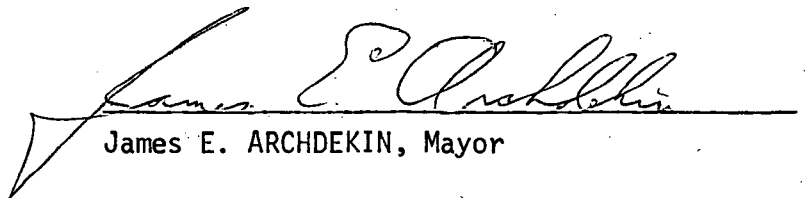
Number 9-80

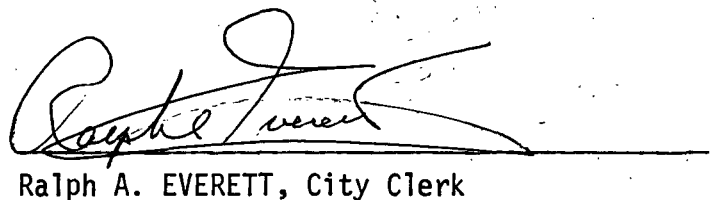
To authorize the execution of an Agreement between W.O. Chisholm Limited, R.M. Fleming Limited, Thomas J. Rohacek Limited and D.A. Trudeau Limited, carrying on business in Partnership under the Firm name and style of Chisholm, Fleming and Associates and The Corporation of the City of Brampton.

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 W.O. Chisholm Limited, R.M. Fleming Limited, Thomas J. Rohacek Limited and D.A. Trudeau Limited, carrying on business in Partnership under the Firm name and style of Chisholm, Fleming and Associates and The Corporation of the City of Brampton, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 14th day of January 1980.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk

PASSED January 14th, 1980

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# BY-LAW

No. 9-80

To authorize the execution of an Agreement between W.O. Chisholm Limited, R.M. Fleming Limited, Thomas J. Rohacek Limited and D.A. Trudeau Limited, carrying on business in Partnership under the Firm name and style of Chisholm, Fleming and Associates and The Corporation of the City of Brampton.

AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES  
FOR THE DESIGN OF ROADS AND BRIDGES

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MEMORANDUM OF AGREEMENT dated the Tenth day  
of December A.D. 19 79

BETWEEN: The Corporation of the City of Brampton

hereinafter called the "Client" and

W.O.Chisholm Limited, R.M.Fleming Limited  
Thomas J. Rohacek Limited and D.A.Trudeau  
Limited, carrying on business in Partnership  
under the Firm name and style of Chisholm,  
Fleming and Associates

hereinafter called the "Consultant"

WHEREAS the Client intends to construct  
The C.N.R. Rutherford Road Grade  
Separation exclusive of the bridge  
structure and the temporary rail  
diversion which are to be designed  
and constructed by the C.N.R.

hereinafter called the "Project" and has requested the Consultant to  
furnish professional 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 connection with the Project and the Consultant hereby agrees to provide the engineering 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 Project are set forth in Article 2 and such services as changed, altered or added to, under Sections 1.8 and 1.9 are hereinafter called the "Work".

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

Subject to clause (e) of Section 3.7, 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 and salaries paid to his staff employed on the Work.
- (b) The Client may inspect and audit the books, payrolls, 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.
- (c) The Consultant when requested by the Client, shall provide copies of receipts in respect to any disbursement for which the Consultant claims payment under this agreement.

1.7 Schedule

Upon the execution of this Agreement, the Consultant shall provide a schedule acceptable to the Client showing the portion of the Work to be completed in each month under this Agreement and an estimate of the portion of the fee which will be payable for each such month. The Consultant shall carry out the Work in accordance with such schedule, subject only to such variations

therein as have been agreed to in writing by the Client and, during the currency of the Agreement, the Consultant shall provide the Client with a monthly written report in such reasonable form and detail as the Client may require showing the portion of the Work completed in the preceding month.

1.8 Changes and Alterations

Subject to clause (c) of Section 3.1, the Client may in writing at any time increase, decrease or otherwise alter the whole or any part of the Work.

1.9 Additional Services

Subject to clause (d) of Section 3.1, the Client may, in writing, require the Consultant to perform services in addition to those required in Section 2.1 including any Client's services under Section 2.2 which the Client is unable to provide.

1.10 Suspension or Termination

Subject to clause (e) of Section 3.1, the Client may, at any time, by notice in writing to the Consultant, suspend or terminate the whole or any part of the Work.

1.11 Damages

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

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have any interest either directly or indirectly in the construction of the Project.

1.13 Assignment

This Agreement or any portion thereof shall not be assigned or sublet without the consent in writing of the Client.

1.14 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 Project or to the execution of the design thereof.

1.15 Approval by Other Authorities

Where the design of the Project 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

1.16 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 execute the Work and deliver to the Client the completed drawings and documents required for the Project on or before the First day of June A.D. 1981.

1.17 Principals and Executive Engineers

The use of principals and executive engineers, on a time basis during the course of design by the Consultant, will be subject to approval, in writing, by the Client prior to performing the Work.

1.18 Specialized Services

The Consultant may engage others for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.19 Inspection

The Client, or persons authorized by the Client, shall have the right at all reasonable times to inspect or otherwise review the work performed or being performed, under the project and the premises where it is being performed.

1.20 Publication

The consultant agrees to obtain the consent of the Client before publishing or issuing any account of the project.

1.21 Patents

- (1) The Consultant shall make a prompt written disclosure of any patentable invention, improvement or discovery conceived or first actually reduced to practice in the performance of the project and shall submit separately or as part of the final report on the project, a complete list of all such inventions, improvements and discoveries, including those previously disclosed.
- (2) Subject to Item 3 (below), any patentable rights or other rights in any invention improvement or discovery conceived or actually reduced to practice in the performance of the project shall be the property of the consultant.
- (3) The Consultant upon request in writing, shall grant to the Client for itself, the Province or any other municipality in Ontario, pursuant to any statute of the Province, an irrevocable, non-exclusive, royalty-free license to practice any invention, improvement or discovery conceived or actually reduced to practice, in the performance of the Project, in the manufacture, use and disposition, according to law, of any article or material, and in the use of any method, but such license shall not include the right to sub-license.

ARTICLE 2 - ENGINEERING SERVICES

2.1 Consultant's Services for Design

The services to be provided by the Consultant in the execution of the design of the Project shall include:

- (1) The preparation and submission to the Client of a field inspection report setting out the salient engineering features of the Work and the engineer's proposed design methods in consideration of these features.
- (2) Engineering expertise required for the analysis of all aspects of the design.
- (3) Preliminary site investigation to inspect the topographical features and to obtain information which will facilitate the choice of the most suitable structure or structures.
- (4) Field survey work required after the design criteria and functional alignment have been established, which shall include all survey work necessary for the estimating of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, the design of culverts, ditches, drains and storm sewers, and the positioning of all appurtenances associated with the construction of the Project.
- (5) Preparation of preliminary sketch plans and quantity estimates of alternative designs which shall be submitted to the Client for consideration and approval before proceeding with the actual detailed design of the Project.
- (6) A preliminary sketch plan showing the principal features and geometrics of any proposed structure or structures, which shall be submitted in duplicate to the Client for his approval before final detailed drawings are begun.
- (7) Drainage studies and the preparation of detailed design drawings and specifications for culverts and all necessary drainage works.
- (8) Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location and preparation of additional drawings required for alternative utility relocation as required by the Client, subject to clause (e) of Section 2.2.
- (9) The preparation and submission of preliminary drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgement deems advantageous to the Client.
- (10) The preparation of engineering plans showing any lands or interests in land required for the Project.

- (11) Advising the Client of the need to seek permission to enter private lands for investigation purposes.
- (12) Participation in a reasonable number of meetings for informative, negotiative or presentative purposes with the Client in connection with the services provided under this Agreement, after the establishment of the design criteria and functional alignment.
- (13) The preparation of contract documents for the Project including the detailed construction drawings, tender quantity forms, material lists, specifications, and information to bidders.
- (14) The preparation of detailed quantity and cost estimates, sundry, engineering and materials.
- (15) Incorporation into the contract document package of design drawings and specifications of work designed by others, when required.
- (16) The provision of six complete sets of tendering documents and one complete set of reproducible drawings for the Project.
- (17) Advice, consultation and assistance to the Client in the advertising, receiving and evaluation of bids, and awarding of a contract for construction.
- (18) The preparation of reinforcing steel bar lists for structures subject to clause (b) of Section 3.1.

## 2.2 Client's Services

The Client shall provide the Consultant with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, services under (a) may be assigned to the Consultant under a "Preliminary Design Services Agreement", and other services herein under Section 1.9 Additional Services.

- (a) Design criteria establishing the type of roadway, number of lanes, design speed, minimum sight distance, maximum grade and maximum curvature, and the desirable dimensional arrangement of pavements, median, shoulders, right-of-way, intersections, auxiliary turning lanes, bus bays and entrances.
- (b) Access to and, where necessary, copies of existing plans, profiles, or other topographic information showing or pertaining to existing conditions within the Project area.
- (c) Registered land plans, legal documents and surveys, where necessary, defining the property limits of the existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
- (d) Soils, foundation and hydrological reports for bridges, where required, for the proper engineering design of the Project.



- (e) Any information regarding utilities necessary for the preparation of the plans referred to in Section 2.1 in the possession of the client.
- (f) Specimen contract documents where necessary for the guidance of the Consultant in the design of the Project to the standards required by the Client.
- (g) General direction of the Consultant in the provision of the services.
- (h) Obtaining written permission, where mutually agreed upon, to enter private lands for investigation purposes.

ARTICLE 3 - COMPENSATION

3.1 Basis of Payment

- (a) The Client shall pay the Consultant a design fee to be calculated in accordance with the following table:

<u>COST OF WORK</u>	<u>Time basis</u>	<u>FEE</u>
Less than \$200,000		
\$ 200,000 - \$ 500,000	\$ 10,100 on first \$	200,000 and 4.05% on next \$ 300,000
\$ 500,000 - \$ 1,000,000	\$ 22,250 on first \$	500,000 and 3.90% on next \$ 500,000
\$ 1,000,000 - \$ 2,000,000	\$ 41,750 on first \$	1,000,000 and 3.70% on next \$ 1,300,000
\$ 2,000,000 - \$ 4,000,000	\$ 78,750 on first \$	2,000,000 and 3.45% on next \$ 2,000,000
\$ 4,000,000 - \$ 6,000,000	\$ 147,750 on first \$	4,000,000 and 3.30% on next \$ 2,000,000
\$ 6,000,000 - \$ 8,000,000	\$ 213,750 on first \$	6,000,000 and 3.25% on next \$ 2,000,000
\$ 8,000,000 - \$ 10,000,000	\$ 278,750 on first \$	8,000,000 and 3.20% on next \$ 2,000,000
Over \$10,000,000	\$ 342,750 on first \$	10,000,000 plus a percentage on the amount exceeding \$10,000,000 to be negotiated between the Client and the Consultant.

- (b) The Client will pay the Consultant a fee of \$7.50 a ton for each ton of reinforcing steel used in the bridges, concrete barrel arches, retaining walls and culverts, and for which the Consultant prepares detailed bar schedules. For the purpose of this agreement "bridges" means only structures in which the deck is designed as an integral part of the travelled surface of the roadway.
- (c) Where the Client has changed or altered the whole or any part of the Project under Section 1.8, and where such action by the Client required additional work by the Consultant for which, in the opinion of the Client, payment is not provided under clause (a) of Section 3.1, the Consultant will be paid two hundred percent of the payroll costs of the Consultant's staff directly employed on such additional work as recorded pursuant to Section 1.6.
- (d) Where additional services are required of the Consultant under Section 1.9, the Consultant will be paid two hundred percent of the payroll costs of the Consultant's staff directly employed in providing such additional services as recorded pursuant to Section 1.6, in full satisfaction of any fee therefor.
- (e) Where the Client, under Section 1.10, terminates the services to be provided by the Consultant, the Consultant will be paid two hundred percent of his payroll costs for any of the Consultant's staff employed directly in the provision of services for the Work as recorded pursuant to Section 1.6, in lieu of the fees prescribed under clause (a) of Section 3.1, in full satisfaction of any fee therefor.
- (f) Where the Client, under Section 1.10, suspends or terminates the whole or any part of the Work and the Client is of the opinion that, by reason of such suspension or termination, any person on the Consultant's staff who, but for the suspension or termination, would have been employed directly on the Work, cannot be usefully employed during any time within the sixty-day period immediately following such suspension or termination, the Consultant shall be paid 150% of his payroll costs for such person, for such time, up to a maximum of thirty days per person.
- (g) Where the Client directs the Consultant to review shop drawings, the Consultant shall be paid a fee on a time basis as set forth in clause (d) of Section 3.1.
- (h) Where the Client requires the Consultant to negotiate with representatives of utility commissions or utility companies concerning the moving of utilities and to prepare information necessary for application to public authorities for the purposes of negotiating distribution of costs or obtaining subsidies, the Consultant will be paid a fee on a time basis as set forth in clause (d) of Section 3.1.
- (i) Where the design of illumination or traffic control devices are required of the Consultant under Section 1.9, the Consultant will be paid a fee on a time basis as set forth in clause (d) of Section 3.1.

3.2 Payroll Costs

For the purpose of this Agreement, 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 shall not include any bonus or profit sharing system.

The Consultant may use all inclusive hourly rates for principals and executive engineers in lieu of a percentage of their payroll costs, subject to approval under Section 3.3.

3.3 Approval of Consultant's Staff

A staff list showing the number, classifications and salary ranges of staff, for which the Consultant will seek payment on a time basis, shall be provided by the Consultant, within fourteen days of the execution of this Agreement. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Work. Upon approval of such staff list, by the Client, the staff of the Consultant shall be employed on the Work in accordance with such staff list.

3.4 Fees Calculated on a Time Basis

Where the Consultant is to be paid a fee calculated on a time basis for any part of the Work:

(a) the fees on a time basis shall be the sum of:

- (i) Principals, executive engineers      \$50.00      /hour
- (ii) Consultant's staff, except principals and executive engineers, while employed payroll cost  
directly on the part of the Work for which x 2.0  
the fee is payable.

(b) no part of such fee shall be based upon any hours of work that have not been recorded as required by Section 1.6 or upon any salary other than the salary applicable to the particular type of work performed as approved under Section 3.3

3.5 Overtime Premium

Where additional services are to be paid on a time scale fee overtime shall be paid, following approval of the Client in advance of the overtime hours being worked. Premiums being paid will be in accordance with the Ontario Employment Standards Act and will be paid as a disbursement.

3.6 Cost of the Project

(a) Cost of the Project means the total cost to the Client of all materials, equipment and labour necessary to complete the Project for which the Consultant prepares plans, drawings and specifications for which he is responsible, but does not include:

- (i) Fees and disbursements paid to the Consultant, or to any other consultant retained to provide professional services in relation to the Project;
  - (ii) Legal fees and disbursements;
  - (iii) The cost of property necessary for the Project;
  - (iv) The cost of any portion of the Project for which the Consultant has been or is entitled to be paid a time scale design fee;
  - (v) The cost of engineering services provided by the Client;
  - (vi) Items of cost which, in the opinion of the Client, do not form part of the Project to be designed by the Consultant under this Agreement;
  - (vii) The cost of moving public utilities, notwithstanding that the Consultant must show in his design of the Project, the nature and location of public utilities;
  - (viii) The cost of engineering administration during the construction of the Project.
- (b) Where the cost of material, transportation of material, equipment or labour, furnished by the Client and incorporated into the Project, are to be included in the cost of the Project, such costs shall be equivalent to the fair market value of such material, transportation of material, equipment or labour.

3.7

Payment

(a) Monthly Payment:

The Consultant shall submit a monthly invoice to the Client for ninety percent of his design fee for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Consultant's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Consultant will be paid the amount of the fee so invoiced.

(b) On Award of Contract:

Following the award of the contract for the construction of the Project, the Consultant shall recalculate his fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials supplied by the Client and upon such recalculation, the amount paid to the Consultant shall be adjusted to equal the full amount of the recalculated fee including, where necessary, the rebate of any over-payment made to the Consultant.

(c) Project Abandoned or Not Awarded:

In the event the contract for the construction of the Project is not awarded within eighteen months of the acceptance of the design by the Client, the fee for the design shall be recalculated on the basis of two-hundred percent of the payroll cost of the Consultant's staff employed directly in the design of the Project, and upon such recalculation the amount paid to the Consultant shall be adjusted to equal the full amount of the recalculated fee including, where necessary, the rebate of any overpayment made to the Consultant.

(d) Payment:

The Consultant shall submit a monthly invoice to the Client for any fee for that part of the Work completed during the immediately preceding month. Payment shall be made by the Client within thirty days upon receipt of the invoice.

3.8 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 specialized consulting services for the Project, performed by others, including mark-up, provided that prior approval has been obtained in writing from the Client.
- (d) The cost of electronic digital 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) Except as otherwise provided under item (16) of Section 2.1, the cost of reproducing drawings, photographs, reports and similar documents required by the Client.
- (f) Overtime premium payments provided the Client has given written approval in advance of the overtime hours being worked.

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

In the presence of:

THE CORPORATION OF THE CITY  
OF BRAMPTON

CHISHOLM, FLEMING AND ASSOCIATES

BY: W. O. CHISHOLM LIMITED

Per: W.O. Chisholm, P. Eng.  
President

AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES  
FOR ADMINISTRATION DURING CONSTRUCTION  
OF ROADS AND BRIDGES

---

MEMORANDUM OF AGREEMENT dated the Tenth day  
of December A.D. 19 79

BETWEEN: The Corporation of the City of Brampton

hereinafter called the "Client" and  
W.O.Chisholm Limited, R.M.Fleming Limited  
Thomas J. Rohacek Limited and D.A.Trudeau  
Limited, carrying on business in Partnership  
under the Firm name and style of Chisholm, Fleming  
hereinafter called the "Consultant" and Associates

WHEREAS The Client intends to construct  
The C.N.R. Rutherford Road Grade  
Separation exclusive of the bridge  
structure and the temporary rail  
diversion which are to be designed  
and constructed by the C.N.R.

hereinafter called the "Project", and has requested the Consultant to  
furnish professional 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

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1.2 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.7 and Section 1.8 are hereinafter called the "Work".

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

Subject to clause (g) of Section 3.3, 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 and salaries paid to his staff employed on the Work.
- (b) The Client may inspect and audit the books, payrolls, 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.
- (c) The Consultant when requested by the Client, shall provide copies of receipts in respect to any disbursement for which the Consultant claims payment under this agreement.

1.7 Changes and Alterations

The Client may, in writing, and at any time before or after the execution of this Agreement or the commencement of the Work, delete, extend, increase, vary or otherwise alter 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 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.3.

1.8 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 to the Consultant in accordance with Section 3.2.1 for any of the Consultant's staff employed directly upon such additional service, together with such expenses and disbursements allowed under Section 3.3.

1.9 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.

1.10 Damages

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

1.11 Contracting for Construction

Neither the Consultant nor any associated, affiliated or subsidiary person, firm or corporation shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.12 Assignment

The Agreement or any portion thereof shall not be assigned or sublet without the consent in writing of the Client.

1.13 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 Project.

1.14 Approval by Other Authorities

Where the construction of the Project 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.

1.15 Principals and Executive Engineers

The use of principals and executive engineers, on a time basis during the course of administration during construction by the Consultant, will be subject to approval, in writing, by the Client prior to performing the Work.



1.16 Specialized Services

The Consultant may engage others for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 3% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.17 Inspection

The Client, or persons authorized by the Client, shall have the right at all reasonable times to inspect or otherwise review the work performed or being performed, under the project and the premises where it is being performed.

1.18 Publication

The Consultant agrees to obtain the consent of the Client before publishing or issuing any account of the project.

ARTICLE 2 - ENGINEERING SERVICES

2.1 Consultant's Services

(a) Administrative Services:

(1) ~~Engineering direction of the Consultant's field staff, and review of the contractor's work to ensure substantial compliance with the plans and specifications.~~  
~~Surveying and field stakeout for the layout control, and calculation of pay quantities for the Work.~~  
~~Review, checking and approval of the shop drawings submitted by the construction contractor to ensure they conform with the design requirements and contract documents where the design includes structural steel or prefabricated members.~~  
~~Consideration and advice in respect to alternatives of construction methods or material proposed by the contractor, and preparation of change orders.~~  
~~The review and checking of formwork drawings and proposed construction methods as warranted, to ensure that the contractor's drawings and methods comply with the design requirements for the project.~~  
~~The review, modification and approval of the contractor's construction schedule, the processing of progress and final payment certificates for the Work, and the preparation and submission of work progress reports to the Client at such time and in such form and detail as the Client may require.~~  
~~Engineering direction of the Consultant's field staff, and review of the contractor's work to ensure substantial compliance with the plans and specifications.~~  
~~Surveying and field stakeout for the layout control, and calculation of pay quantities for the Work.~~  
~~Review, checking and approval of the shop drawings submitted by the construction contractor to ensure they conform with the design requirements and contract documents where the design includes structural steel or prefabricated members.~~  
~~Consideration and advice in respect to alternatives of construction methods or material proposed by the contractor, and preparation of change orders.~~  
~~The review and checking of formwork drawings and proposed construction methods as warranted, to ensure that the contractor's drawings and methods comply with the design requirements for the project.~~  
~~The review, modification and approval of the contractor's construction schedule, the processing of progress and final payment certificates for the Work, and the preparation and submission of work progress reports to the Client at such time and in such form and detail as the Client may require.~~

*MD*  
*CEZ*

- (2) The review, modification and approval of the contractor's construction schedule, the processing of progress and final payment certificates for the Work, and the preparation and submission of work progress reports to the Client at such time and in such form and detail as the Client may require.
- (3) The review and checking of formwork drawings and proposed construction methods as warranted, to ensure that the contractor's drawings and methods comply with the design requirements for the project.
- (4) Consideration and advice in respect to alternatives of construction methods or material proposed by the contractor, and preparation of change orders.
- (5) Review, checking and approval of the shop drawings submitted by the construction contractor to ensure they conform with the design requirements and contract documents where the design includes structural steel or prefabricated members.

(b) Field Administration:

- (1) Engineering direction of the Consultant's field staff, and review of the contractor's work to ensure substantial compliance with the plans and specifications.
- (2) Surveying and field stakeout for the layout control, and calculation of pay quantities for the Work.

- (3) Calculation and recording of quantities, and the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the Work.
- (4) Arranging, preparing and shipping for testing materials supplied by the contractor for incorporation in the Work, and the review of test results and judgement of acceptability of said materials.
- (5) On-site tests during the construction of the Work to verify acceptability according to the specifications.
- (6) The assignment of the necessary field staff to perform such field operations necessary in the provision of the foregoing construction administration services.
- (7) Investigating, reporting and advising on unusual circumstances which may arise during construction.
- (8) Carrying out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance programme of the municipality.
- (9) The preparation and submission to the Client of revised contract drawings showing the "as constructed" Project.

2.2 Client's Services

The Client shall provide the Consultant with the following services notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Consultant under Section 1.8, Additional Services.

- (a) Contract documents including working drawings, tender forms, specifications and special provisions.
- (b) Survey reference points, sufficient in number and accuracy to provide for the field layout of the project for purposes of construction control and quantity measurement surveys.
- (c) Supplementary factors governing the contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
- (d) General direction of the Consultant in the provision of the services.

ARTICLE 3 - FEES AND DISBURSEMENTS

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 Section 3.2.1 of this Agreement.

(b) Payroll Costs:

Payroll costs means salary plus provision of 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.

For this contract, payroll burden will be set at 17.26%

3.2 Basis of Payment

3.2.1 Fee Calculated on a Time Basis

The Client shall pay the Consultant a 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:

(a) Principals, executive engineers \$50.00/hour

(b) Prior to the commencement of construction the Client and the Consultant shall agree whether resident staff shall be required on a full time or part time basis.

Where it is agreed that at least one full time resident is required, then all field staff employed on the project, although some may be required only intermittently, shall be paid on the basis of payroll cost multiplied by a factor of 1.7. When final plans and specifications have been completed by others, then payroll cost will be multiplied by a factor of 2.0.

Where it is agreed that less than one full time resident is required, then the Consultant shall provide staff on an intermittent basis and all staff so employed shall be paid on the basis of payroll cost multiplied by a factor of 2.0.

(c) Non-resident office staff, while employed directly on that part of the Work for which the fee is payable, payroll cost will be multiplied by a factor of 2.0.

3.2.2 Approval of Consultant's Staff

The Consultant, within fourteen days of the execution of this Agreement, shall provide a staff list showing the number, classifications and salary ranges of staff, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Work. Upon approval of such staff list, by the Client, the staff of the Consultant shall be employed on the Work in accordance with such staff list.

3.2.3 Payment

The Consultant shall submit a monthly invoice to the Client for any fee calculated on a time basis for that part of the Work completed during the immediately preceding month. Payment shall be made by the Client within thirty days upon receipt of the invoice.

3.2.4 Records for Time Scale Fees

Where the Consultant is to be paid a time scale fee for any part of the Work, no part of such fee shall be based upon any hours of work that have not been recorded as required by Section 1.6 or upon any salary other than the salary applicable to the particular type of work performed as approved under Section 3.2.2.

3.2.5 Overtime Premium

Overtime shall be paid, following approval of the Client in advance of the overtime hours being worked. Premiums being paid will be in accordance with the Ontario Employment Standards Act and will be paid as a disbursement.

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) Necessary and reasonable travelling and on-site expenses of the Consultant's personnel incurred in the engineering administration during the construction of the Project.
- (d) Amounts paid by the Consultant for specialized consulting services for the Project, performed by others, including mark-up, provided that prior approval has been obtained in writing from the Client.
- (e) Field office and field laboratory expenses properly incurred in the administration during construction of the Project excluding, however, stationery, office and engineering equipment or other tools of the trade.
- (f) The cost of electronic digital 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.
- (g) The cost of reproducing drawings, photographs, reports and similar documents required by the Client.

- (h) Overtime premium payments provided the Client has given written approval in advance of the overtime hours being worked.

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

In the presence of:

THE CORPORATION OF THE  
CITY OF BRAMPTON

*James G. ...*  
*R. Jones*

CHISHOLM, FLEMING AND  
ASSOCIATES

BY: W.O. CHISHOLM LIMITED

*W. O. Chisholm*  
Per: W. O. Chisholm, P. Eng.  
President

