



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

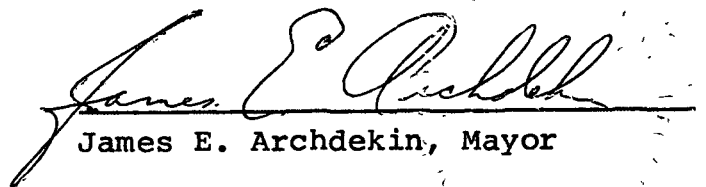
Number 50 - 78

A By-law to authorize the execution of an Agreement between McCormick, Rankin & Associates Limited 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 McCormick, Rankin & 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 20th day of February, 1978.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk.

TIME BASIS

AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR THE DESIGN & ADMINISTRATION
DURING CONSTRUCTION OF
ROADS AND BRIDGES

MEMORANDUM OF AGREEMENT dated the **1st** day
of **February** A.D. 19**78**

BETWEEN: The Corporation of

THE CITY OF BRAMPTON

hereinafter called the "Client"

- AND -

McCORMICK, RANKIN & ASSOCIATES LIMITED

hereinafter called the "Consultant"

WHEREAS the Client intends to **construct Structure No. 23**
on 15th Sideroad East of 9th Line in the City of Brampton,

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 Con-
sultant 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 design 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 3.3 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.

1.7 Estimate of Fees, Schedule of Progress and Staff List

1.7.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

The Consultant, within fourteen days of the execution of this Agreement, shall provide:

- (a) An estimate of the total fees to be paid for the Work.
- (b) A schedule showing the portion of the Work to be completed in each month.

- (c) 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.

1.7.2 Approval of Estimate of Fees, Schedule of Progress and Staff List

The Consultant shall not receive any payment of fees until approval, in writing, is issued by the Client, for the above estimate of fees, schedule of progress and staff list.

1.7.3 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior approval, in writing, by the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.7.2.
- (b) Any change in the schedule of progress which results in a longer design period than approved in Subsection 1.7.2.

1.7.4 Monthly Reporting of Progress

The Consultant shall provide the Client with a monthly written report showing the portion of the Work completed in the preceding month.

1.8 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 design of the Work, delete, extend, increase, vary or otherwise alter the design of the Work forming the subject of this 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.

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

1.10 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.

1.11 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 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.

1.13 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 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 or agency.

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 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 **1st** day of **June** A.D. 19 **78**.

1.17 Principals and Executive Engineers

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

ARTICLE 2 - ENGINEERING SERVICES

2.1 Consultant's Services

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

- (a) 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.
- (b) Preliminary site investigation to inspect the topographical features and to obtain information which will facilitate the choice of the most suitable structure or structures.
- (c) 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.
- (d) 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.
- (e) Drainage studies and preparation of design data for culverts and drainage works (for the purposes of this Agreement a culvert is defined as any structure of which the roof or upper surface is not designed as an integral part of the travelled surface of the roadway).
- (f) 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.
- (g) The preparation of engineering plans showing any lands or interests in land required for the Project.
- (h) The preparation of a plan showing the present and proposed location of any public utilities that must be relocated for that portion of the Work for which the design is prepared subject to clause (e) of Section 2.2.
- (i) Participation in conferences and 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.
- (j) The preparation of contract documents for the Project including the detailed construction drawings, tender quantity forms, material lists, specifications and information to bidders.
- (k) The preparation of detailed quantity and cost estimates, sundry engineering and materials.
- (l) The provision of six complete sets of tendering documents and one complete set of reproducible drawings for the Project.
- (m) Advice, consultation and assistance to the Client in the advertising, receiving and evaluation of bids, and awarding of a contract for construction.
- (n) The preparation of reinforcing steel bar lists for structures.

- (o) Engineering direction of the Consultant's field staff, and review of the Contractor's Work to ensure compliance with the plans and specifications.
- (p) Surveying and field stakeout for the layout control, and calculation of pay quantities for the Work.
- (q) The review and checking of reinforcing steel drawings.
- (r) Calculation and recording of quantities, and the preparation of monthly progress and final payment certificates, together with the compilation of such survey notes, diaries, records, and reports substantiating such certificates, during construction and on completion of the Work.
- (s) 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.
- (t) On-site tests during the construction of the Work to verify acceptability according to the specifications.
- (u) The assignment of the necessary field staff to adequately control the accuracy and quality of the Work, and to perform such field operations necessary in the provision of the foregoing construction administration services.
- (v) Investigating, reporting and advising on unusual circumstances which may arise during construction.
- (w) 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 to the municipality.
- (x) 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, services under (a) may be assigned to the Consultant under a "Pre-Design Services Agreement", and other services herein under Section 1.9.

- (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, medians, shoulders, rights-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 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) All information respecting existing underground utilities.

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 herein.

(b) Payroll Cost

Payroll cost 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. Payment of overtime premium shall be in accordance with The Ontario Employment Standards Act.

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:

- (a) Principals, executive engineers **\$375.00** /day
- (b) Consultant's staff, except principals and executive engineers, while employed directly on that part of the Work for which the fee is payable. payroll
cost
X 2.0
- (c) The Client will, in addition to the above, pay the Consultant one-hundred and seventy percent of the payroll costs of the resident staff of the Consultant employed in the field administration of the Work.

3.2.2 Payment

Where Fee Calculated on a Time Basis

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.

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 tele-communications 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, 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.
- (e) The cost of reproducing drawings, photographs, reports and similar documents required by the Client.
- (f) Field office and field laboratory expenses properly incurred in administration during the construction of the Work excluding, however, stationery, office and engineering equipment or other tools of the trade.

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:)

)
)
)
) per G. A. Rankin
) President
)
) per E. D. McCormick
) Secretary-Treasurer
)

BY _____

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archibald
 Mayor
 X Herbert R. Richards
 Clerk

PASSED February 20th 19 78



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No. 50-78

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