



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

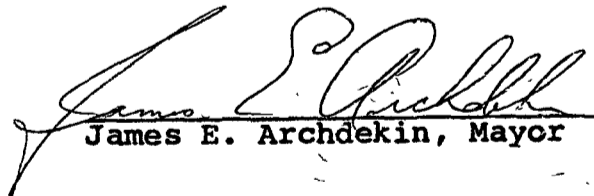
Number 143-78

A By-law to authorize the execution of a Contract, for consultant services, between The Corporation of the City of Brampton and Triton Engineering Services Limited. (ELIZABETH STREET SEWAGE SITE DEVELOPMENT)

WHEREAS it is deemed expedient to enter into and execute a Contract with Triton Engineering Services Limited;
NOW THEREFORE the Council of The Corporation of the City of Brampton ENACTS as follows:

1. That the City of Brampton enter into and execute a Contract with Triton Engineering Services Limited, attached hereto as Schedule "A".
2. That the Mayor and the Clerk are hereby authorized to affix their signatures to the said Contract attached hereto as Schedule "A", with Triton Engineering Services Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 26th day of June, 1978.


James E. Archdekin, Mayor


R. David Tufts, Acting Clerk

CITY OF BRAMPTON
PARKS AND RECREATION
ETOBICOKE CREEK RECREATION
AREA IMPROVEMENT

M2590

RGP/DBM

Recommended Form of Agreement Between Client and Engineer for Professional Engineering Services

Published by:

THE ASSOCIATION OF PROFESSIONAL
ENGINEERS OF THE PROVINCE OF ONTARIO

Toronto, Ontario.

1977



TRITON ENGINEERING SERVICES LIMITED
Consulting Engineers And Planners

RECOMMENDED FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

APPROVED BY THE COUNCIL OF THE ASSOCIATION OF
PROFESSIONAL ENGINEERS OF ONTARIO

AGREEMENT made in duplicate this 23rd day of June 1978

BETWEEN:

and
hereinafter referred to as the "Client",
Triton Engineering Services Limited,
162 Broadway,
Orangeville, Ontario. L9W 1K3
519-941-0330
hereinafter referred to as the "Engineer".

WHEREAS the Client has requested the Engineer to perform the services set out in Article II hereof in connection with the Project (as hereinafter defined) and the Engineer has agreed to perform such services on and subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the Client and the Engineer agree as follows:

Article I – DEFINITIONS:

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified unless the context otherwise specifies or requires.

1. "Association" shall mean the Association of Professional Engineers of the Province of Ontario,
2. "Project" shall mean:

The removal of existing equipment and buildings as required and the construction of a public outdoor tennis facility on the lands occupied by the formerly known Main Street Sewage Treatment Plant. Also included is the construction of a pedestrian walkway under the Main Street bridge adjacent the proposed facilities.

3. "Calculated on a time basis" and "Scale 1" when used in relation to a fee shall mean a fee calculated on the basis of payroll cost multiplied by a factor of 2.0 or a factor of 1.7 as noted.

4. "Payroll Cost" shall mean the salary and/or wages of the employees of the Engineer engaged in performing services for the Project plus fringe benefits. Fringe benefits, may be expressed as a percentage of the salary and/or wages and may include but not be limited to such benefits as statutory holidays, vacations with pay, sick time allowance, hospitalization, medical and other health insurance, group life and disability insurance, pension plans including the Canada Pension Plan, Workmen's Compensation and unemployment insurance where applicable. Bonus or profit sharing plans shall not be included.

Current Payroll Costs for the Engineer's employees are attached on Schedule 'A'. The client shall be advised promptly of increases in Payroll Costs throughout the duration of the Project.

Article II – ENGINEERING SERVICES:

The Engineer shall perform the following services in connection with the Project:

PHASE A - PREDESIGN SERVICES

Phase A services include assembling and reviewing all available plans and information relating to the existing site and obtaining all applicable municipal standards to be used in the design of the proposed facilities. A site survey and soils investigation will be completed and a preliminary design concept provided for the Client's review.

PHASE B - FINAL DESIGN

These services will include final design of the site grading, tennis courts, lighting facilities, and the foundation for the walkway under the bridge. Also included is the preparation of Contract Plans and Documents for tendering. All required approvals will be obtained under this Phase.

PHASE C - SUPERVISION OF CONSTRUCTION

The services in this Phase include providing qualified personnel to supervise all construction of the works. Records of all testing and construction operations will be kept and the Client will be provided with a set of "As Built" drawings on completion and certification.

Article III – FEES:

The Client shall pay to the Engineer the following fees for the performance of the services set out in Article II hereof:

PHASE A

Fees shall be calculated on a time basis, according to the Engineer's current per diem rates using a factor of 2.0 times Payroll Cost.

PHASE B

Fees shall be calculated on a time basis, according to the Engineer's current per diem rates using a factor of 2.0 times Payroll Cost. Prior to completing any work under Phase B, the Client shall be provided with an upset limit for the Phase B services.

PHASE C

Phase 'C' fees shall be calculated on a time basis, using a factor of 2.0 times Payroll Cost for general supervision and administration and a factor of 1.7 times Payroll Cost for on-site resident supervision.

Article IV – EXPENSES AND DISBURSEMENTS:

1. The Engineer shall be reimbursed for all expenses properly incurred by him in connection with the Project including, but not limited to, automobile mileage, reasonable travelling and living expenses, long distance telephone charges, teletype and telegraph charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium payments, and the cost of providing and maintaining site offices, supplies, and equipments.
2. The Engineer shall also be reimbursed at cost plus a charge of 10 % of such cost as an administrative charge for approved special consultations such as sub-surface investigations, legal surveys and chemical and physical tests. The Engineer will also be reimbursed for all mileage chargeable to the Project at a rate of \$0.14 per kilometer.

Article V – PAYMENT OF FEES AND EXPENSES:

1. Payment of fees and reimbursable expenses for services performed by the Engineer for which the fee is calculated on a Time Basis shall be made within 30 days after the Engineer has forwarded to the Client his statement of account, rendered monthly, which date shall be the "Issued Date" on the lower left corner of the Invoice.
2. Payment of fees and reimbursable expenses for services performed by the Engineer for which the fee is calculated on a Percentage of Cost of the Work shall be made within 30 days after the Engineer has forwarded to the Client his statement of account. The monthly fee shall be based upon the Engineer's monthly progress estimate pro-rated on the basis of the amount of design work completed, applied against agreed estimated construction costs. If the design of any part of the Project has been completed but tenders for the work have not been called, the fee then due to the Engineer shall either be calculated on a time basis or on the Engineer's estimates of the Cost of the Work, at the option of the Engineer. If subsequently tenders are called and received, or the Cost of the Work is ascertained within one year of the completion of the design, then the Engineer's fee shall be adjusted accordingly.
3. Overdue accounts are subject to carrying charges at a rate of 1 % per month, calculated monthly for each month or fraction thereof following the "Issued Date".

Article VI – GENERAL TERMS AND CONDITIONS:

1. **Co-operation**
 - (a) The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals, and other information provided by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.
 - (b) The Client shall, at the request of the Engineer, provide the Engineer with the following information and documents relating thereto, except insofar as the Engineer is expressly required to furnish the same under the terms hereof:
 - (i) all pertinent information which may affect the work to be done, including a correct survey of the site and existing facilities and utilities;
 - (ii) accurate information, plans, and specifications regarding any other existing or proposed buildings or works which are involved, and insofar as such information is not available, the cost of obtaining the same shall be borne by the Client;
 - (iii) copies of all bids and contracts for the work for which the Engineer is responsible and copies of all quotations, certificates for payment, and final accounts in connection with work insofar as they do not originate in the Engineer's office.
2. **Plans, Specifications and Designs**

Any and all plans, specifications, drawings and designs furnished by the Engineer will be prepared on the assumption that all information supplied by the Client or on behalf of the Client by any person or persons other than the Engineer is correct, and the Engineer shall not be liable for any loss or damage arising from any inaccuracy in such information. The Client shall immediately notify the Engineer of any discrepancies or inaccuracies in such information as they become apparent. The Engineer shall be entitled to make any necessary change or changes in his plans, specifications, drawings, or designs at the Client's expense if any such information should be erroneous or inaccurate.

3 Compensation for Extra Work and Changes

If it shall become necessary for the Engineer to make any changes in any designs, drawings, plans or specifications for any part of the Project for reasons over which he has no control, or if the Engineer is put to any extra work, cost or expense by reason of any act or matter over which he has no control, the Client shall pay to the Engineer a fee for such changes or extra work calculated on a time basis; provided that prior to the commencement of such changes or extra work the Engineer shall notify the Client in writing of his intentions to make such changes or to carry out such extra work and that the Engineer shall keep separate costs records in respect to such changes or extra work.

4. Fee for Additional and Special Services

The fee for Additional and Special Services provided by the Engineer, if any, shall be calculated on a time basis unless specifically provided for in the percentage fee for other services provided for herein. (Additional and Special Services, if any, and the corresponding fees payable, shall be clearly itemized under Article II and III respectively, heretofore).

5. Abandonment or Suspension

- (a) If the Project or any part thereof is abandoned at any stage prior to completion of the design, or if any stage of the Engineer's work is unduly delayed for reasons beyond his control, the Client shall pay to the Engineer a fee for his services from the inception of the work calculated on a time basis.
- (b) If the Project or any part thereof is abandoned at any stage subsequent to the completion of the design, or if any stage of the Engineer's work is unduly delayed for reasons beyond his control, the Client shall pay to the Engineer the fee for his services from inception of the work to the completion of design as provided in this Agreement, and shall pay to the Engineer a fee for his services subsequent to the completion of design calculated on a time basis

6. Ownership of Documents

All plans, drawings, specifications, designs, construction data, and documents prepared by the Engineer shall be and remain the property of the Engineer. The Client shall be entitled to a copy of such documents for record purposes only, and shall not use or permit the use thereof for the construction of any other project without the consent of the Engineer. The Engineer shall furnish one set of Transparent original drawings to the Client upon completion of the Project.

7. Constructional Emergencies

In the event of any constructional emergency which in the opinion of the Engineer requires immediate action in the Client's interests, the Engineer shall have authority to issue such orders and to take such steps on behalf, and at the expense, of the Client as he shall deem necessary or expedient.

8. Confidential Data

The Engineer shall not divulge any confidential information communicated to or acquired by him in the course of carrying out the engineering services provided for herein. No such information shall be used by the Engineer on any other project without the approval of the Client.

9. Arbitration

- (a) All matters in difference between the parties hereto in relation to this Agreement shall be referred to arbitration.
- (b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Engineer.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) the provisions of The Arbitrations Act, R.S O., 1970, Chapter 25, shall apply to the arbitration.

Article VII – SUCCESSORS AND ASSIGNMENT

- 1 This Agreement shall enure to the benefit of, and be binding upon, the parties hereto, and except as hereinafter otherwise provided, the executors, administrators, successors and assigns.
- 2. If the Engineer is an individual and dies before his services hereunder have been completed, this Agreement shall automatically terminate as of the date of his death and the Client shall pay for the services rendered and disbursements made to the date of such termination.

3. If the Engineer is an individual and is unable to satisfactorily perform his services hereunder due to physical or mental incapacity for a period of 15 consecutive days or for the aggregate of 20 days in any 2 month period the Client may terminate this Agreement on 48 hours notice to the Engineer and shall pay for the services rendered and disbursements made to the date of such termination
4. If a party to this Agreement who is an individual should desire to bring in a partner or partners, or if a party which is a partnership should desire to bring in a new partner or partners to share the benefit and burden of this Agreement, he or it may do so but shall promptly notify the other party of such action
5. Except as aforesaid neither party shall assign this Agreement without the consent in writing of the other.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above appearing.

Client

THE CORPORATION OF THE CITY OF BRAMPTON

James C. ... (seal)
A. David ... ACTING CLERK

Engineer
TRITON ENGINEERING SERVICES LIMITED

R. G. Pearson
.....
R. G. Pearson, Secretary

SCHEDULE A

TRITON ENGINEERING SERVICES LIMITED

JUNE 1978 HOURLY PAYROLL COST RATES

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>HOURLY PAYROLL COST</u>	<u>PER DIEM</u>
Benham, B.	Intermediate Inspector	8.07	120
Briere, K. H.	Senior Engineering Technician	9.67	145
Chisholm, P. S.	Senior Hydraulic Design Engineer	18.33	275
Cook, D. J.	Water Resources Technologist	9.11	135
Cruttenden, F. J.	Planning Director	18.33	275
Ezard, G. W.	Senior Engineering Technician	13.00	195
Hicks, R. J.	Intermediate Civil Engineer	13.61	205
Apon, A.	Senior Structural Engineer	16.00	240
Kingston, C.	Survey Party Chief	6.66	100
Kingston, N. G.	Survey Party Chief	8.54	130
Kloepfer, G. J.	Civil Engineering Technologist	10.09	150
Large, L. J.	Survey Assistant	5.45	80
Long, R. J.	Principal Engineer	20.97	315
McClellan, D. J.	Mechanical Engineering Technician	11.20	170
Meek, J. F.	Intermediate Draftsman	7.46	110
Murray, D. B.	Intermediate Civil Engineer	12.90	195
Neussler, G.	Junior Engineer	8.31	125
Newall, D. D.	Junior Technician	6.55	100
Partington, F. J.	Senior Draftsman	10.54	160
Pearson, R. G.	Principal Engineer	20.97	315
Purdon, A. M.	Clerical Assistant	6.96	105
Shillington, T. J.	Civil Engineering Technologist	7.91	120
Sinon, S. E.	Clerical Assistant	5.49	85
Vardon, B. E.	Senior Engineering Technician	13.38	200

PER DIEM RATES ARE BASED UPON THE HOURLY PAYROLL COST, MULTIPLIED BY A FACTOR OF TWO, FOR A 7.5 HOUR WORKING DAY.



TRITON ENGINEERING SERVICES LIMITED

162 Broadway, Orangeville, Ontario L9W 1K3/519 941-0330

Consulting Engineers And Planners

June 21, 1978.

Mr. R. Reid,
City of Brampton,
Department of Parks and Recreation,
150 Central Park Drive,
BRAMPTON, Ontario.

RE: PROPOSED PARK AREA DEVELOPMENT
City of Brampton
Our File: M2590

Dear Mr. Reid:

It was a pleasure to meet with you on Monday, June 19 to review the site of the proposed tennis court construction.

As we discussed at our site meeting, it is difficult at this stage of the project to estimate our engineering fees, however, we would suggest the engineering services be separated into the following three phases:

1. PHASE 'A' - PRE-DESIGN

This phase would include the assembling and reviewing of all available plans and information relating to the existing site and obtaining all applicable municipal standards to be used in the design of the proposed facilities. A site survey would be required to confirm the location of buildings and underground services and to enable us to plot an accurate base plan of the area.

Some preliminary design concepts would be reviewed at this stage so that detailed criteria for a soil investigation could be prepared.

Following the completion of the soils investigation and a review of the recommendations, the preliminary design concepts including cost estimates would be completed for approval by your Department.

2. PHASE 'B' - FINAL DESIGN

This phase would involve the final design of the tennis courts in accordance with the approved design concept completed in Phase 'A' including the preparation of Contract Plans and Documents. We would also assist your department with the tendering of the project through to the award of Contract.

.....2

R J Long
BSc, P Eng

B C Pearson
P Eng

3. PHASE 'C' - SUPERVISION OF CONSTRUCTION

We would provide qualified personnel to supervise all construction of the works as required. Records of all testing and construction operations would be kept and the Client would be provided with a set of "As Built" drawings on completion and certification.

We propose to assign a small team of professionals with suitable background to guide the project throughout all phases to ensure the necessary expertise and continuity. Our proposed team includes:

Principal Engineer	-	R. G. Pearson
Project Manager	-	D. B. Murray
Structural Engineer	-	A. Apon
Mechanical Technician	-	D. J. McClellan

In addition, we propose to utilize the services of H. Q. Golder and Associates, Consulting Geotechnical Engineers to undertake the soils investigation.

At this time, it is impossible to provide an estimate of the costs of Engineering Services to complete the project as outlined above. We suggest that Phase A (Pre-Design) proceed on a "cost plus" basis. Charges for services would be based upon 1978 payroll cost rates, multiplied by a factor of two. We have attached a list of our current per diem rates for your information. At the completion of the Pre-Design phase, we would be pleased to quote an upset limit for our services to complete the Phase 'B' portion of the project.

Phase 'C' services would be billed at payroll cost multiplied by a factor of 2.0 for general supervision and administration and at payroll cost multiplied by a factor of 1.7 for resident supervision services.

On your instructions to do so we shall prepare and execute an Agreement for our services based upon the above outline and in the form recommended by the Association of Professional Engineers of Ontario. A blank copy of our Standard Form of Agreement is attached for your information.

Finally, we would appreciate receiving as soon as possible, all relevant drawings and documents relating to the project. Specifically, these include:

- property plans
- existing utilities information
- plans for the existing treatment plant
- any applicable municipal standards for the facilities
- structural plans for the Main Street bridge
- details of similar recent installations which may apply
- any conceptual planning information relating to the site and vicinity.



Mr. R. Reid

-3-

June 21, 1978

We trust the foregoing is to your satisfaction and look forward to proceeding with this project in the near future.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED

A handwritten signature in black ink that reads "R. G. Pearson". The signature is written in a cursive style with a large, sweeping "P" and "R".

R. G. Pearson, P. Eng.,
Principal Engineer.

RGP:ap
Encl.

PASSED June 26 1976



BY-LAW

No. 143-78

A By-law to authorize the execution
of a Contract, for consultant services,
between The Corporation of the City of
Brampton and Triton Engineering Services
Limited.
(ELIZABETH STREET SEWAGE SITE DEVELOPMENT)