



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

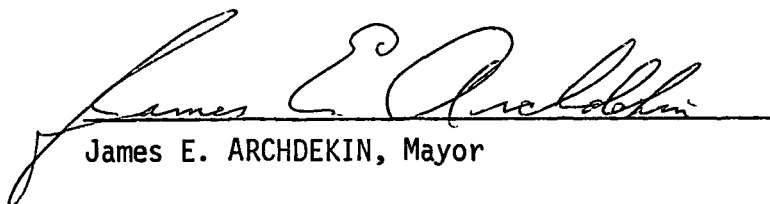
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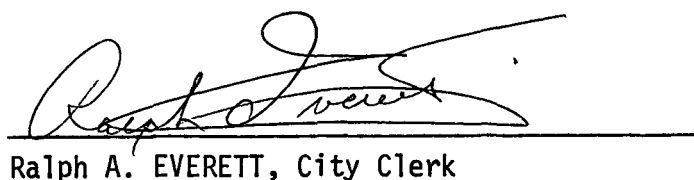
To authorize the execution of an Agreement between The Corporation of the City of Brampton and Triton Engineering Services Limited
(bridge construction - parklands)

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 The Corporation of the City of Brampton and Triton Engineering Services Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 10th day of October, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

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



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 21st day of June 19 79

BETWEEN: ~~CITY OF BRAMPTON~~ The Corporation of the City of Brampton
c/o Parks & Recreation Department
150 Central Park Drive
Brampton, Ontario hereinafter referred to as the "Client",

and 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:

Preparation of final designs, cost estimates, working drawings, specifications and contract documents, for the purposes of construction; including the analysis of tenders and submission of a Tender Report, necessary field surveys and soils investigations and part time supervision for the construction of five pedestrian crossings and one pedestrian-vehicular crossing, within the City of Brampton, the locations of which are shown on Figures 1 and 2 of Appendix 1. Four of these pedestrian crossings lie in the Heart Lake - Highway #7 area, and are on the Etobicoke Creek. One crossing is located on the Etobicoke Creek in the Highway #7 - Dixie Road area. The remaining pedestrian crossing is located on the west branch of the Humber River at Wildfield.

3. "Cost of the Work" shall mean the total cost to the Client of the Project, including all materials, equipment, labour and contractors' overhead and profit, provided that:
- (i) if sales taxes are not included in the Cost of the Work, the percentage fee provided for herein shall be adjusted upwards to the nearest 1/10th of 1% by a factor equivalent to what the sales taxes would have been;
 - (ii) material and equipment furnished by the Client shall be included as if purchased new, and if used material or equipment is furnished it shall be included as if purchased new;
 - (iii) labour or other services furnished by the Client shall be included at current market prices;
 - (iv) no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor, or on account of any other sum withheld from any contractor; and
 - (v) any fees and disbursements paid or due to the Engineer, the Client's own engineering liaison costs, legal costs, and land costs, shall not be included.
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 Cost rates throughout the duration of the Contract.

5. "Calculated on a Time Basis" when used in relation to a fee shall mean a fee calculated at the rate of payroll cost multiplied by a factor of:
- i) 1.7 times for staff engaged on a full time basis to provide field supervision during construction; and
 - ii) 2.0 times for all other services provided in accordance with this Contract.

Article II - ENGINEERING SERVICES:

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

PHASE

1. PREDESIGN

These services include the collection and appraisal of all available Planning and Engineering documents relating to the proposed pedestrian crossing sites. Phase 1 activities include those tasks relating to the overall management of the Study.

2. PRELIMINARY DESIGN

This phase includes a field reconnaissance and surveys, and soils investigations. The cost of necessary soils investigations will be in addition to the Study Budget outlined in Article III - Fees. The preliminary design services will also include Hydrology, Hydraulics and Structural Investigations. Discussions with the Metro Toronto and Region Conservation Authority and Ministry of Natural Resources will confirm the appropriate hydrologic criteria.

Existing floodline maps at a scale of 1:2000 with 1 meter (+ 1/2 meter) contours will be used as base maps for the project. The detail and topographic information on these plans will be checked and improved upon thorough field surveys.

3. FINAL DESIGN

These services will include the final design of the pedestrian crossings. This phase will include correspondence with all Government Agencies. All permits and approvals will be obtained and reviewed by the Client. Also included is the preparation of Contract Plans and Specifications for tendering. It is assumed that only one Contract will be called. Failure to do so will result in additional costs to the Client for these services. A Tender Report will be prepared and reviewed with the Client prior to awarding a Contract.

4. GENERAL ADMINISTRATION DURING CONSTRUCTION

This Phase of the project will include General Administration of the Contract and normal correspondence and discussions required for the completion of the project.

5. RESIDENT SUPERVISION DURING CONSTRUCTION

These services include layout and part-time resident supervision for the proposed works. Records of all testing and construction operations will be kept.

Article III - FEES:

The Client shall pay to the Engineer the following fees for the performance of the services set out in Article II. The estimated cost of such services is summarized below. This includes, where possible, an allowance for all anticipated expenses and disbursements, in accordance with Article IV. However, the estimated costs are based upon currently foreseeable requirements and project schedules and are calculated on 1979 rates and fee scales and are not deemed to be fixed contract prices. Any increase in costs by reason of unforeseen requirements or by reason of delay beyond 1979 shall be administered in accordance with Article VI (3) and (4) and charged to the Client at rates and fee scales then prevailing.

Fees shall be calculated on the basis of time required to complete the services described in Article II at the rate of payroll cost multiplied by a factor of 2.0.

The total fees and expenses for the services provided herein are not to exceed the budget estimates set out below unless additional or specific services are specifically authorized in advance by the Client.

Full time resident supervision is normally invoiced at the rate of 1.7 times payroll cost, while part-time supervision as well as General Administration are invoiced at 2.0 times payroll.

1. ENGINEERING FEES AND EXPENSES

<u>PHASE</u>	<u>DESCRIPTION</u>	<u>TOTAL BUDGET</u>
1	PREDESIGN	\$ 960
2	PRELIMINARY DESIGN	5,340
3	FINAL DESIGN	2,365
4	GENERAL ADMINISTRATION DURING CONSTRUCTION	1,380
5	RESIDENT SUPERVISION DURING CONSTRUCTION	1,680
	TOTAL ESTIMATED FEES AND EXPENSES	\$11,735
	TOTAL STUDY BUDGET	<u>\$12,000</u>

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, Structural Consultation and acquisition of base mapping. 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.
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 $\frac{1}{2}$ % 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 or 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 not 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. No such extra work shall be performed without prior authorization by the Client.

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.

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 may 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

1.3 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

~~PARKS AND RECREATION DEPARTMENT~~

Per: ~~Ralph A. Everett, Clerk~~

Per: James E. Archdekin, Mayor

(Seal)

Engineer

TRITON ENGINEERING SERVICES LIMITED

Per: R. G. Pearson, President

(Seal)

SCHEDULES

SCHEDULE A

TRITON ENGINEERING SERVICES LIMITED
JANUARY 1979 HOURLY PAYROLL COST RATES

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>HOURLY PAYROLL COST</u>	<u>PER DIEM</u>
Apon, A.	Senior Structural Engineer	16.00	240
Benham, B.	Intermediate Inspector	8.74	130
Briere, K. H.	Senior Engineering Technician	10.52	160
Bryant, N. I.	Planner	13.33	200
Chisholm, P. S.	Senior Hydraulic Design Engineer	20.00	300
Cook, D. J.	Water Resources Technologist	10.11	150
Ezard, G. W.	Senior Engineering Technician	14.67	220
Kingston, N. G.	Survey Party Chief	9.24	140
Kloepfer, G. J.	Civil Engineering Technologist	10.86	165
Lackey, R. J.	Junior Engineer	4.34	65
McClellan, D. J.	Senior Engineering Technician	12.17	185
Meek, J. F.	Intermediate Draftsman	8.12	120
Murray, D. B.	Intermediate Civil Engineer	15.29	230
Newall, D. D.	Junior Technician	6.87	105
Partington, F. J.	Senior Draftsman	11.43	170
Pearson, R. G.	Principal Engineer	21.08	315
Purdon, A. M.	Clerical Assistant	7.49	110
Shillington, T. J.	Civil Engineering Technologist	8.36	125
Sinon, S. E.	Clerical Assistant	5.62	85
Vardon, B. E.	Senior Engineering Technician	14.17	210

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

PASSED October 10th, 1979



BY-LAW

No. 272-79

To authorize the execution of an
Agreement between The Corporation
of the City of Brampton and Triton
Engineering Services Limited
(bridge construction - parkland)