

BY-LAW NUMBER 200-75


A By-law to authorize the execution  
of Contract #75-108 with Trinetti  
Construction Co. Limited (New Sidewalks)

WHEREAS it is deemed expedient to enter into and execute  
Contract No. 75-108 with Trinetti Construction Co. 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  
Contract No. 75-108 with Trinetti Construction Co.  
Limited, attached hereto as Schedule "A".
  
2. That the Mayor and the Clerk are hereby authorized  
to affix their signatures to the said Contract  
No. 75-108 attached hereto as Schedule "A", with  
Trinetti Construction Co. Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council  
this 6th day of October, 1975.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF AGREEMENT

CONTRACT # 75-108

This agreement made in quadruplicate this 8<sup>th</sup>  
day of September 1975.

BETWEEN: The Corporation of the City of Brampton  
(Hereinafter called the "Corporation" of  
the first part)

-AND- Trinetti Construction Co. Limited  
(Hereinafter called the "Contractor" of  
the second part)

WITNESSETH

That the Corporation and the Contractor in consider-  
ation of the fulfillment of their respective promises and  
obligations herein set forth covenant and agree with each  
other as follows:

ARTICLE 1

(a) A general description of the work is:

Construction of New Sidewalks

(b) The Contractor shall, except as otherwise specifically  
provided, at his own expense provide all and every kind of  
labour, machinery, plant, structures, roads, materials and  
appliances, articles, and things necessary for the due  
execution and completion of all the work set out in this  
contract and shall forthwith according to the instructions  
of the Engineer commence the works and diligently execute  
the respective portions thereof, and deliver the works  
complete in every particular to the Corporation within the  
time specified in the General Conditions and the Tender.

ARTICLE 2

In the event that the tender provides for and  
contains a contingency allowance, it is understood and  
agreed that such contingency allowance is merely for the  
convenience of accounting by the Corporation and the

Contractor is not entitled to payment thereof except for extra work or additional work carried out by him in accordance with the Contract and only to the extent of such extra or additional work.

ARTICLE 3  
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In case of inconsistency or conflict between the provisions of this Agreement and the Plans, or Specifications, or General Conditions, or Tender or any other document or writing the Provisions of such documents shall take precedence and govern in the following order, namely:

1. This Agreement
2. Special and/or Supplemental Provisions
3. Information for Tenderers
4. General Conditions
5. Standard Specifications
6. Plans
7. Tender

The foregoing documents enumerated one to seven (1 to 7) inclusive are all the Contract documents and constitute the full agreement between the parties.

ARTICLE 4  
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The Corporation covenants with the Contractor that the Contractor having in all respects complied with the Provisions of this Contract will be paid for the works included herein in accordance with the unit prices as set out in the Form of Tender, forming part of this Contract, and in accordance with the Provisions as set out in the Conditions and Specifications forming part of this Contract.

ARTICLE 5  
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Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto, to the other or to the Engineer, it shall be deemed sufficiently given or made if mailed by prepaid first class mail or delivered in writing to such party or to the Engineer at the following addresses:

THE CONTRACTOR:

THE ENGINEER:  
J. F. Curran, P.Eng.  
City Engineer  
City of Brampton  
24 Queen Street East  
Brampton, Ontario

ARTICLE 6

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A copy of each of the Contract documents is hereto annexed and together with the Ministry of Transportation and Communications Specifications referred to in the Contract documents and the plans listed in the Specifications, are made part of this contract as fully to all intents and purposes as though recited in full herein.

ARTICLE 7

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No implied contract of any kind whatsoever by or on behalf of the Corporation shall arise or be implied from anything in this Contract contained, nor from any position or situation of the parties at anytime, it being clearly understood that the express covenants and agreements herein contained made by the Corporation shall be the only covenants and agreements upon which any rights against the Corporation may be founded.

ARTICLE 8

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Time shall be deemed the essence of this contract.

ARTICLE 9

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The Contractor declares that in tendering for the works and in entering into this contract he has either investigated for himself the character of the work and all local conditions above and below ground surface where applicable that might effect his tender or his acceptance of the work, or that not having so investigated is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever, by the Corporation or its' employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Corporation.

ARTICLE 10

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This Contract shall apply to and be binding on the Parties hereto and their heirs, executors, administrators, successors and assigns and each of them.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers as the case may be.

WITNESS AS TO SIGNATURE OF CONTRACTOR

TRINETTI CONSTRUCTION CO. LTD.

*Donald D. Cicero*

*Therett*

5 WHITECROFT PLACE Islington, Ont  
ADDRESS

OCCUPATION Insurance Agent

CORPORATION OF THE CITY OF BRAMPTON

(MAYOR)

*James E. Richelieu*

(CLERK)

*Kenneth R. Richardson*