



THE CORPORATION OF THE CITY OF NIAGARA FALLS

REQUEST FOR TENDER - SERVICES

RFT21-2021

**SUPPLY OF MATERIALS AND SERVICES FOR
PAVEMENT MARKINGS USING TRUCK MOUNTED AND SMALL MACHINES
(ON-STREET, MUNICIPAL PARKING LOTS, & CITY OWNED LANDS)
FOR A THREE (3) YEAR PERIOD MAY 1, 2021 TO APRIL 31, 2024
WITH 1 + 1 OPTION YEARS**

APPENDIX G

SAMPLE FORM OF CONTRACT AGREEMENT

Appendix G

(Sample only Actual Agreement to be revised as per the terms and conditions of the Tender)

THIS AGREEMENT made in quadruplicate the _____ day of _____, A.D. 2021 .

BETWEEN:

Hereinafter called the “**Contractor**”,

of the **FIRST PART**;

and

THE CORPORATION OF THE CITY OF NIAGARA FALLS,

Hereinafter called the “**Corporation**”

of the **SECOND PART**.

WHEREAS the Corporation has awarded to the Contractor the Contract for the _____, in the City of Niagara Falls in accordance with the drawings, specifications, general conditions of the Contract and other documents and papers listed in paragraph 4 of this agreement (all of such drawings specifications, general conditions of the contract and other documents and papers herein referred to as the “Contract documents”) copies of which are hereto attached, the Contractor having put in a Tender therefore, a copy of which is hereto annexed which said Tender has been accepted by the Council of the Corporation;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Contractor and the Corporation hereby mutually covenant and agree each with the other with respect to the said work as follows:

1. The Contractor covenants and agrees with the Corporation to execute and perform the whole of the work and furnish all the labour, tools, appliances, transportation and materials for the _____, in the City of Niagara Falls together with all other works and appurtenances as specified in the Contract documents and Tender with due expedition and in a

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thoroughly professional manner in strict accordance with the provisions of this Agreement and the said Contract documents and Tender and thereafter to maintain the work for a period of one year after the date of completion of the Contract in accordance with _____ and that in the execution and performance of the said work the Contractor will carry out, perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisos and conditions mentioned and contained in the said Contract documents and Tender to be carried out, performed, observed and fulfilled by the Contractor to the same extent and as fully as if each of them was set out and specifically repeated in this Agreement.

2. The Contractor further covenants and agrees with the Corporation as follows:
 - (a) The said Contract documents and Tender are intended to cover and provide for first class completed work in all respects and everything necessary to carry out this intent and which may reasonably be implied from the said Contract documents and Tender shall be done by the Contractor although not particularly referred to therein;
 - (b) To commence work within _____;
 - (c) That the Contractor has examined the site of the work and has satisfied self as to the working conditions, the nature and kind of work to be done the special risks associated therewith and as to any and all matters which may be necessary in order to form a proper conception of the conditions under which the work will require to be performed;
 - (d) To provide a Performance Bond for the full and due performance of the work provided for herein at the unit prices as specified and for the maintenance of the said work for a period of one year after acceptance thereof, payable to the Corporation for fifty percent (50%) of the Tender price;

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- (e) To provide a labour and material payment bond for _____ the Tender price on all labour and material purchased by the Contractor and used in the performance of the work; (not required for this Contract)
- (f) To deliver to the Corporation on or before the execution of this Agreement the policies of insurance in accordance with the following provisions in the Contract documents;
- (g) To provide evidence that all the Contractor's employees are covered by the provisions of the Workers Compensation Act and to pay all assessments in respect thereof;
- (h) To indemnify and keep indemnified and save harmless the Corporation and each of its officers, servants and agents from and against all actions, suits, claims, executions and demands which may be brought against or made upon the Corporation, its officers, servants and agents and from all loss, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the Corporation, its officers, servants and agents by reason of or on account or in consequence of the execution and performance of the said work or of the non-execution or imperfect execution thereof or of the supply or non-supply of plant or material therefore;
- (i) To pay to the Corporation, and to such officer, servant, or agent thereof on demand, any loss, costs, damages or expenses which may be paid sustained or incurred by the Corporation or any of its officers servants or agents in consequence of any such action, suit, claim, lien, execution or demand, and any moneys paid or payable by the Corporation or any of its officers, servants, or agents in settlement or in discharge thereof, or on account thereof, and that in default of such payment all such loss, costs, damages and expenses, and any moneys so paid or payable by the Corporation, its officers, servants or agents, and also any monies payable by the Contractor under any of the terms and

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conditions of this contract may be deducted from any moneys of the Contractor then remaining in the possession of the Corporation on account of this or any other contract or may be recovered from the Contractor or the Surety or Sureties named in the said Bonds in any court of competent jurisdiction as moneys paid at their request;

- (j) And the Contractor hereby authorizes and empowers the Corporation or its Solicitor for the time being, to defend settle or compromise any of such actions, suits, claims, liens, executions or demands as the Corporation or its said Solicitor may deem expedient, and also hereby agrees to ratify and confirm all the acts of the Corporation or its Solicitor in that behalf, and to pay to the Corporation on demand all reasonable costs of defending, settling, or compromising any such actions suits claims liens executions or demands as the Corporation may deem it expedient to defend, settle, or compromise and that in default of such payment the same may be deducted from any moneys payable by the Corporation to the Contractor on any account whatever. Provided however, that the Contractor may at the expense of the Contractor take charge of and conduct the defense in the name of the Corporation to any such action, claim or suit.

3. The Corporation covenants and agrees with the Contractor to make payments for the due and proper execution of the work at the times and in the manner, but subject to the holdbacks deductions and liquidated damages, specified in the following provisions of the contract document;
4. It is mutually understood and agreed between the parties hereto as follows;
- (a) That the documents and papers set forth below shall form part of this agreement,
Namely:

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all of the above herein referred to as the Contract documents and Tender/ Bid Form of the Contractor dated _____;

- (b) That the work as hereinbefore set forth shall be performed and completed to the satisfaction of the Engineer for the Corporation:
- (c) That this agreement shall extend to and be binding upon and ensure to the benefit of the heirs, executors, administrators, successors and assigns of the Contractor and the successors and assigns of the Corporation; and
- (d) That the word "Contractor" wherever used in this agreement and the documents listed in clause (a) hereof, shall, where the context or the party or parties hereto so require, be construed as if the plural had been used and the rest of the sentence shall be construed as if all other changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested by the hands of the proper signing officers in that behalf and the said signing officers certify that they have authority to bind their corporation.

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) _____
) Name:
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) _____
) Title:
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