## Town of Uxbridge Articles Of Agreement Purchases Between \$10,000-\$49,999

[] Private			<b>Finance Approvals</b>
Vendor Name:		Date Received:	
Address:		Date Released:	
		Avail Appr.:	
		PO#:	
Amount:	Start Date:	Contract#	
Duration:		Change Ord.	
Project Scope:			

This agreement is made and entered into as of the Start Date listed above by and between the **Town of Uxbridge** ("the TOWN"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and the business entity listed above ("the CONTRACTOR"),.

<u>Article I.</u> <u>Definition</u>. "This Contract" as used herein shall mean these Articles of Agreement and "the quote documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's quote or proposal that were accepted by the TOWN.

<u>Article II</u>. <u>Duration</u>. The Contractor shall commence the performance of this contract for the duration listed above, commencing at the Start Date listed above, or at time of notification to proceed.

<u>Article III.</u> <u>Terms</u>. The Contractor agrees to provide the services all in accordance with the attached quote, scope of work, or relevant documents outlining the deliverables of the Contractor. The value of this contract shall not exceed the amount listed above without a properly executed Change Order.

<u>Article IV.</u> <u>Payment</u>. The TOWN agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal, not to exceed the amount appropriated as listed above.

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the TOWN, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the TOWN as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract. Except as otherwise provided in the Articles of Agreement, the TOWN may terminate the contract upon seven days notice.

<u>Article VI</u>. Damages and Insurance. From any sums due to the Contractor for services, the TOWN may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the TOWN as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract. The Contractor must provide the Town with proof of insurance, for both General Liability and Workers Compensation, naming the Town of Uxbridge as a certificate holder prior to conducting work on site.

<u>Article VII.</u> <u>Conflict.</u> In the event there is a conflict between these Articles and the quote documents, the quote documents shall supersede these articles.

<u>Article VIII.</u> <u>Governing laws and ordinances</u>. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the TOWN and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Performance criteria will be determined in the final scope of work, if required.

<u>Article X.</u> Equal Opportunity. The Contractor must be an equal opportunity employer, without discrimination for gender, race, religion, income, or other issue if qualified to perform the work. The TOWN may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

<u>Article XI.</u> <u>Assignability</u>. The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the TOWN.

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

**Department Head:** 

The Contractor: