

**CITY OF LYNN
ARTICLES OF AGREEMENT**

CONTRACT #

This agreement made and entered into this _____ day of January in the year 2010 by and between the City of Lynn, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, party of the first part, hereinafter referred to as the City, by and through its Mayor, Judith Flanagan Kennedy, duly authorized by Charles E. White, Purchasing Agent, and _____

ARTICLE I. The Contractor agrees to furnish and deliver services, materials, supplies or equipment hereinafter PRODUCT, as may be ordered by the Purchasing Agent, as hereinafter described in Article II, for the period of one year, with an option to renew for second year to be exercised only by the City. This contract is subject to and conditioned upon appropriation by the funding authority. In no event shall the amount expended under this contract exceed sums duly appropriated.

ARTICLE II. The City agrees to pay for the following listed PRODUCT, to be furnished by the Contractor in accordance with the attached Purchase Order, unless otherwise specified.

The Contractor shall furnish the above in strict compliance with the invitation to bid specifications prepared therefore, annexed hereto and incorporated herein by reference.

ARTICLE III. The Contractor shall conform to all determinations and directions of the Purchasing Agent of the City relating to the PRODUCT and their delivery, suitability, amount, quality and value of everything furnished or to any other questions which may arise as to the PRODUCT and the time and manner of their delivery.

ARTICLE IV. The City, if the Contractor shall fail to furnish and deliver any of said PRODUCT as required after the purchase order for same has been given to the Contractor or mailed to him at the business address stated in his proposal, acting by the Purchasing Agent, may obtain the PRODUCT ordered at any other source, and the City, if the Purchasing Agent shall give to the Contractor or mail to him at the business address stated in his proposal, a notice, signed by the Purchasing Agent that the Contractor has failed to carry out the contract to the satisfaction of the Purchasing Agent, who at his/her discretion, and without further notice may cancel the contract.

ARTICLE V. The City from any sums due the Contractor for PRODUCT delivered 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 City in consequence, of purchasing PRODUCT as aforesaid at any other source or by any failure, omission or mistake of the Contractor, his agents or employees, in furnishing or delivering PRODUCT, as provided in this contract.

ARTICLE VI. This contract is made subject to General Laws, Chapter _____, Section _____ and all other laws of the Commonwealth, and the ordinances of the City, and if any clause thereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances operative in lieu thereof.

ARTICLE VII. Notwithstanding anything to the contrary herein before contained, it is expressly agreed that the City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure or omission of the Contractor to furnish or deliver any of the PRODUCT called for in this contract, if the Contractor's said failure or omission shall have been caused by state of war, acts of enemies, embargoes, expropriation or confiscation of the facilities used by the Contractor or his supplier for the production, manufacture, transportation, handling or delivery of said PRODUCT, or by compliance with any law, order or regulation of any federal, state or municipal governmental authority; the Contractor having given to the City, reasonable notice of such cause.

ARTICLE VIII. The Contractor promises and agrees to furnish a bond or certified check in the penal sum of _____ conditioned to insure the faithful performance of this contract with surety satisfactory to the City.

ARTICLE IX. The Contractor in the performance of all work after award and prior to completion of the contract work will not discriminate on grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business

address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective.

ARTICLE X. The Contractor shall not assign this contract without the express prior written consent of the City of Lynn.

ARTICLE XI. The Contractor shall indemnify and save harmless the City of Lynn and all of its officers, agents and employees from any suits, causes of action, claims, judgments or any other liability that may arise as a result of Contractor's actions or failure to act.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**CERTIFICATION
THAT FUNDS ARE AVAILABL E**

CHIEF FINANCIAL OFFICER

**CONTRACTOR:
Please Type Name & Title/With Signature**

CITY SOLICITOR

PURCHASING AGENT

MAYOR

***IF CONSULTANT IS A CORPORATION, A CLERK'S CERTIFICATE MUST BE ATTACHED.**