

**AGREEMENT TO SUPPLY
CATIONIC POLYMER
CONTRACT #2021-52200-01**

THIS AGREEMENT is dated as of the 2 day of June, 2021, by and between the City of Spring Hill, Tennessee (hereinafter called City) and CedarChem, LLC. (hereinafter called Vendor).

City and Vendor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. PRODUCT

Vendor agrees to furnish cationic polymer as described below inclusive of delivery costs to the City of Spring Hill Wastewater Department at 3893 Mahlon Moore Road, Spring Hill, TN, 37174. Product packaging and delivery shall be consistent with the terms and conditions as further stated in the contract documents

Article 2. PRODUCT SUBSTITUTION AND TESTING

In the event that the product bid is no longer available or the formulation of the product changes in anyway, the vendor must notify the City of the change and furnish samples for testing by the City prior to shipment of the substituted product. The City shall not be required to accept any substituted or reformulated product.

Notice of product change or substitution shall be made to the City as soon as reasonably possible by the vendor.

Article 3. CITY.

All purchases are being made on behalf of the City of Spring Hill Wastewater Department. The Department Director shall act as City's representative, assume all duties and responsibilities and have the rights and authority assigned to City in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TERMS.

- 4.1 The agreement shall become effective upon execution by both parties and shall be found herein.
- 4.2 Prices shall be fixed for a period of one-year starting with the effective date of agreement.

Article 5. CONTRACT RENEWAL

- 5.1 The contract shall automatically renew on the anniversary of the effective date of agreement for a period of one year unless terminated by a 90-day written notice from the City to Vendor.
- 5.2 Vendor shall notify the City at least 90 days in advance of any intended price increase.
- 5.3 Any price increase shall be based upon an increase in cost by the manufacturer and not based upon increased profit margin.
- 5.4 Automatic renewals of this agreement shall not extend beyond July 31, 2024.

Article 6. PAYMENT PROCEDURES.

The Spring Hill Wastewater Department shall be invoiced for polymers properly ordered, shipped and received. All invoice shall be addressed to Spring Hill Wastewater Department, Attn: Accounts Payable, P.O. Box 789 Spring Hill, TN 37174.

Payment will be made by City of Spring Hill check to be issued within 30 days for proper invoicing.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between City and Vendor concerning the Work consist of the following:

- 7.1 This Agreement
- 7.2 Invitation to Bid - Solicitation #2021-52200-01
- 7.3 Vendor's Bid Response

Article 8. MISCELLANEOUS.

- 8.1 City and Vendor each binds itself, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.2 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Vendor who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.3 This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction

located in Maury County, Tennessee.

8.4 No amendment or modification of this Agreement shall be effective unless or until executed in writing by the parties hereto.

8.5 This Agreement and the attachment to this Agreement or references thereto shall together constitute the entire agreement and understanding by and between the City and the Vendor with respect to the services herein referred to, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force and effect.

IN WITNESS WHEREOF, City and Vendor have signed this Agreement in duplicate. One counterpart each has been delivered to City and Vendor. All portions of the Contract Documents have been signed, initialed or identified by City and Vendor on their behalf.

CITY OF SPRING HILL, a Tennessee municipality

By: _____
Jim Hagaman, Mayor

Date of Execution: _____

Attest:

April B. Goad, City Recorder

Legal Form Approved:

Patrick Carter, City Attorney

By: Adrienne Hess
Vendor Representative

Adrienne Hess
(Print Name)

CedarChem LLC
105 Plantation Ave
Cedar town, GA 30125
(Business Name & Address)

