

THIRD AMENDMENT TO CLARIFLOC WE-1154 PURCHASE AGREEMENT

This Third Amendment to the Clarifloc WE-1154 Purchase Agreement (this “Third Amendment”) is made and entered into as of _____ (the “Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (the “City”), and Polydyne Inc., a Delaware corporation doing business as SNF Polydyne (the “Provider”; City and Provider may collectively be referred to as the “Parties”).

RECITALS

WHEREAS, on May 22, 2019, the City and Provider entered into a Purchase Agreement (“Original Agreement”), a copy of which is attached hereto as Exhibit A (15 pages);

WHEREAS, on August 6, 2020 the City and Provider entered into the First Amendment to Clariflor WE-1154 Purchase Agreement and Renewal of Agreement (“First Amendment”); a copy of the First Amendment is attached hereto as Exhibit B (28 pages);

WHEREAS, the First Amendment detailed a price increase for the Products from \$1.15/lb. to \$1.20/lb. effective January 10, 2020 until January 1, 2021 and extended the Original Agreement for the four (4) additional one-year terms authorized under the Original Agreement;

WHEREAS, on September 27, 2021 the City and Provider entered into the Second Amendment to Clarifloc WE-1154 Purchase Agreement (“Second Amendment”; collectively, the Original Agreement, the First Amendment, the Second Amendment, and this Third Amendment may be referred to as the “Agreement”); a copy of the Second Amendment is attached hereto as Exhibit B (57 pages);

WHEREAS, the Second Amendment pertained to a price increase for the Products from \$1.20/lb. to \$1.40/lb. effective August 4, 2021;

WHEREAS, on July 25, 2022, Provider requested a price increase for the Products from \$1.40/lb. to \$1.98/lb. effective October 1, 2022 (“2022 Quote”); and

WHEREAS, the City wishes to amend the Agreement to reflect the price change contained in the 2022 Quote for the remaining term of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. The Parties agree that Section 1.1 of the Second Amendment be deleted in its entirety and replaced with the following language:

1.1 The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities contained in Provider’s 2022 Quote, a copy of which is attached hereto as Exhibit D, and shall perform all related additional or incidental tasks necessary to effectuate the intent of this Agreement. The Products sold by Provider are exempt from public bidding requirements pursuant to NRS 332.115(1)(a).

2. The Parties agree that Exhibit C of the Second Amendment (Provider’s August 4, 2021 quote) shall be deleted and replaced with the 2022 Quote, attached to this Third Amendment as Exhibit D. The Parties also agree that all references to “Quote” in the Original Agreement, the First Amendment, and the Second Amendment shall be deleted and replaced with references to the “2022 Quote.”

3. The Parties agree that Section 2.1 of the Second Amendment be deleted in its entirety and replaced with the following:

2.1. “The term of this Agreement commenced on May 22, 2019. In the First Amendment, the Parties extended the Agreement beyond its initial termination date of May 21, 2020. Pursuant to the First Agreement, the City agreed to extend the Agreement for four additional years (the “Term”). Subject to the City’s termination right contained in Section 5 of the Original Agreement, the Agreement shall expire on May 22, 2024. Depending on the City’s order quantities for the goods, the City may pay the Provider for the Products up to an amount not to exceed Nine Hundred Seventy Thousand, Two Hundred Dollar and 00/100 (\$970,200.00) per fiscal year for the final two years of the Term. The total not to exceed amount for the remaining two years of the Term is One Million, Nine Hundred Forty Thousand, Four Hundred Dollars and 00/100 (\$1,940,400.00). The total not to exceed amount for the entire five year Term is Four Million, One Hundred Seventy-Five Thousand, Four Hundred Dollars and 00/100 (\$4,175,400.00)”.

Fiscal Year	Annual Amount Per Fiscal Year
2019-2020	\$ 700,000.00
2020-2021	\$ 700,000.00
2021-2022	\$ 835,000.00
2022-2023	\$ 970,200.00
2023-2024	\$ 970,200.00
TOTAL	\$ 4,175,400.00

4. The Parties agree that any capitalized terms in this Third Amendment that are not defined in this Third Amendment shall have the meanings ascribed to such terms in the Original Agreement, First Amendment, and Second Amendment, as applicable.

5. In all other respects, the Parties confirm and re-affirm the terms and provisions of the Agreement.

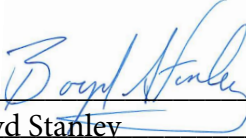
6. For purposes of this Third Amendment, the use of signatures via facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the City and the Provider have caused this Third Amendment to be executed as of Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

Polydyne Inc., dba SNF Polydyne
a Delaware corporation

By: _____
John J. Lee, Mayor

By:  _____
Name: Boyd Stanley
Title: Sr. Vice-President

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

Exhibit A
(to the Third Amendment)

Original Agreement

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is made and entered into as of May 22, 2019 (the "Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Polydyne, Inc., a Delaware corporation doing business as SNF Polydyne (the "Provider").

RECITALS

A. The City desires to purchase Clarifloc WE-1154 (the "Products").

B. The City desires to purchase the Products from Provider as outlined in this Agreement, and Provider agrees to sell and deliver the Products upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider's quote dated April 4, 2019 (the "Quote") attached hereto as Exhibit A and all related additional or incidental tasks necessary to effectuate the intent of this Agreement. The Products sold by Provider are exempt from public bidding requirements pursuant to NRS 332.115 (1) (a). See sole source memo attached as Exhibit B.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Quote or as otherwise specified by the City.

1.3. The Provider shall ship the Products to a shipping address specified by the City (the "Delivery Location") F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.5. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.6. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.7. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue for one (1) year (the "Term"). If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City may renew this Agreement in writing for up to four (4) additional one-year terms. Depending on the City's order quantities for the goods, the City may pay the Provider for the Products up to an amount not to exceed Seven-Hundred Thousand dollars (\$700,000.00) per fiscal year.

2.2. The prices in the Quote will remain in effect until one-year after the effective date. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
ATTN: Accounts Payable, Suite 700
2250 Las Vegas Blvd., N.
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

(a) Provider is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

(b) The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

(c) Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

(a) Workers' Compensation Insurance as required by applicable law, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City, Provider or Provider's subcontractors, principals or agents.

(b) Commercial General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000.00 per occurrence and in the aggregate. Such General Liability insurance policy shall include the City as an additional insured under a blanket Additional Insured endorsement.

**SECTION FIVE
TERMINATION**

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

**SECTION SIX
INDEMNIFICATION**

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement. This Section 6 shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

**SECTION SEVEN
NOTICES**

7.1. All notices, demands and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas Attention: Tony Danford 2250 Las Vegas Blvd., N., Suite 710 North Las Vegas, Nevada 89030 Fax: 702-669-3328
----------	---

To Provider: SNF Polydyne, Inc.
Attention: Dallas Parker, Technical Sales Rep
1 Chemical Plant Road
Riceboro, GA 31323
(801) 682-0550 or (912) 880-2055

7.2. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION EIGHT MISCELLANEOUS

8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

8.2. Assignment. Any attempt to assign this Agreement by the Provider without the prior written consent of the City shall be void.

8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

8.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

8.5. Controlling Agreement. To the extent any of the terms or provisions in the Quote conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Quote or any other written or oral communication from Provider shall not be binding in any way on the CITY whether or not such terms would materially alter this Agreement, and the CITY hereby objects thereto.

8.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 8.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

8.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

8.8. Time of Essence. Time is of the essence in the performance of this Agreement.

8.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

8.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected and accepted.

8.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

8.12. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

8.13. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

8.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 8.14 shall survive the expiration or early termination of the Agreement.

8.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

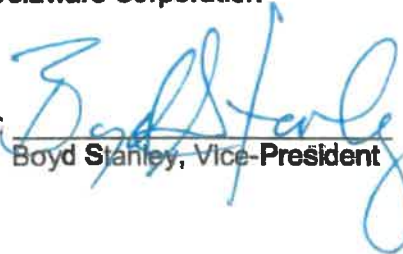
IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Polydyns, Inc.,
a Delaware Corporation

By: 

John J. Lee, Mayor

By: 

Boyd Stanley, Vice-President

Attest:

By: 

Catherine A. Raynor, City Clerk

Approved as to Form:

By: 

Micaela Rustia Moore, City Attorney

Exhibit A

Quote

(Please see attached page)



April 4, 2019

Anthony Danford
Purchasing Department
City of North Las Vegas
North Las Vegas Sewer
2580 N Betty Ln
North Las Vegas, NV 89115

Subject: Polymer Price Quotation

Dear Mr. Danford

Please see the price quote below:

Product	Package	Unit Price
WE-1154	Full Bulk Loads (45,000 lbs.)	\$1.15/Lb.

The following price is effective until Jan 1, 2020.

*Freight and Tariff Surcharge May Apply

Payment Terms: Net 30 days – No Discounts

Thank you for your business. If you have any questions, please feel free to contact Dallas Parker, Technical Sales Representative, at (801) 682-0550 or at (912) 880-2055. To place an order, please call our Customer Service Department at (800) 848-7659 or visit our website at www.polydyneinc.com.

Best regards,

Boyd Stanley
Vice-President

Exhibit B

Sole Source Memo

(Please see attached page)

Mr. Frazier Speaks
City of North Las Vegas
North Las Vegas WWTP
2580 Betty Lane
Las Vegas, NV 89115

SUBJECT: Sole Source

Dear Mr. Speaks:

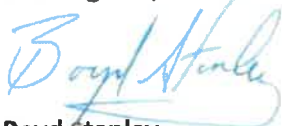
We trust this letter will serve your needs in defining Polydyne Inc. as the sole source manufacturer and supplier of the following products supplied to the City of North Las Vegas:

CLARIFLOC™ WE-1154

Polydyne has lab/jar tested, field trialed and customized the referenced products specifically for North Las Vegas WWTP. These products are not substitutable or "off the shelf." Their molecular structure, molecular weight, and particular raw material components are unique to Polydyne's CLARIFLOC product line. CLARIFLOC is Polydyne's trademark and no other vendor is authorized to supply these products.

We appreciate your business. If you have any questions, please feel free to contact Dallas Parker, Technical Sales Representative, at (801) 682-0550.

Best regards,



Boyd Stanley
Vice-President

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Boulevard North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

SNF POLYDYNE
ONE CHEMICAL PLANT RD
RICEBORO, GA 31323

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: 92965

Period Ending: 08/31/2019

Type of License: T011 TRUCKING

Business Location:

SNF POLYDYNE
ONE CHEMICAL PLANT RD
RICEBORO, GA 31323

Owner/Principal(s)

SNF POLYDYNE
1 VEHICLE

This license is not transferable
POST IN A CONSPICUOUS PLACE



Marc Jordan

Director
Land Development & Community Services



Contact Sheet

TO: City of North Las Vegas
Attn: Anthony Danford
2250 Las Vegas Blvd.
North Las Vegas, NV 89030

Company Name: Polydyne Inc.
Contact: Boyd Stanley, Vice-President
Phone: (912) 880-2035
Fax: (912) 880-2078
Street Address: 1 Chemical Plant Road, Riceboro, GA 31323
Mailing Address: PO Box 279, Riceboro, GA 31323
Email: polybiddpt@snfhc.com

Federal Tax ID #: 34-1810283

PAYMENT Remit To Address: PO Box 404642, Atlanta, GA 30384
Payment Terms: Net 30

Customer Service Contact: Chrystal Bailey ext. 8719
Phone Number (Toll Free): 1-800-848-7659
Phone Number: (912) 884-3366

Technical Sales Contact: Dallas Parker
Phone Number: 801-682-0550
Email: dparker@polydyneinc.com

If you have any questions regarding the information provided above please do not hesitate to contact me at (912) 880-8083. Thank you.

Sincerely,

Sandy Wells

Sandy Wells
Bid Specialist



Payment Instructions

Wire Transfer:

BANK OF AMERICA, N.A.
100 W. 33 St.
New York, NY 10001

PHONE: (646) 733-4766 or (646) 733-4765
FAX: (646) 733-4874

ABA: 026009593
061000052 (use this ABA for all ACH payments)

SWIFT: BofAUS3N (if remit is in US Dollars)
BofAUS6S (if remit is in Foreign Currency)

TELEX: 420831

IN FAVOR OF: POLYDYNE INC., RICEBORO, GA 31323 (USA)

ACCOUNT NUMBER: 3282509563

Credit Card:

Polydyne Inc. accepts all major credit cards. Credit card payments may be submitted online at <http://snf.us/paypolydyne/>. A receipt will be sent to the email address you provide once the transaction is complete. Credit card payments may also be authorized via email to: cardpayments@snfhc.com

Company Check/Other:

REMITTANCE CAN BE SENT BY **MAIL** TO:

POLYDYNE, INC.
P. O. BOX 404642
Atlanta, GA 30384-4642

REMITTANCE CAN BE SENT BY **COURIER**,
FEDEX, **UPS** or other service to:

POLYDYNE, INC.
ONE CHEMICAL PLANT ROAD
RICEBORO, GA 31323 USA

Or:

POLYDYNE INC.
LOCKBOX 404642
6000 FELDWOOD ROAD
COLLEGE PARK, GA 30349 USA

Thank you for your business. If you have any questions, please contact Reginald Lee at (912) 884-3366 extension 2056 or via email at rllee@snfhc.com.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frenkel & Company, an EPIC company 350 Hudson Street – 4 th Floor New York, NY 10014	Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	CONTACT NAME: PHONE (A/C No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323	INSURER A: AIG SPECIALTY INSURANCE COMPANY			26883
	INSURER B: COMMERCE & INDUSTRY INSURANCE COMPANY			19410
	INSURER C: TRUMBULL INSURANCE COMPANY			27120
	INSURER D:			
INSURER E:				
INSURER F:				

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICYNUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		EG14362834	12/31/2018	12/31/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		CA4691818	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION\$			EGU18403155	12/31/2018	12/31/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	X	10WNR30600	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of North Las Vegas, its officers and employees are included as Additional Insureds under Commercial General Liability, Business Auto Liability and Excess Liability coverage, as their interest may appear, as required by written contract with respect liability arising out of the operations of the Named Insured and subject to the policy terms conditions and exclusions.
RE BID NO: B1404 Wastewater Treatment Chemicals
30 DAY CANCELLATION CLAUSE INCLUDED

CERTIFICATE HOLDER **CANCELLATION**

City of North Las Vegas 2250 Las Vegas Blvd North North Las Vegas, NV 89030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION
	AUTHORIZED REPRESENTATIVE 1 <i>Laura Murray</i>

© 1988-2014 ACORD CORPORATION. All rights reserved.

Exhibit B
(to the Third Amendment)

First Amendment

**FIRST AMENDMENT TO CLARIFLOR WE-1154 PURCHASE AGREEMENT AND
RENEWAL OF AGREEMENT**

This First Amendment to the Clarifloc WE-1154 Purchase Agreement (this “First Amendment”) is made and entered into as of 08/06/2020 16:53:09 GMT(the “Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (the “City”) and Polydyne, Inc., a Delaware corporation doing business as SNF Polydyne (the “Provider”).

RECITALS

WHEREAS, on May 22, 2019, the City and Provider, entered into a Clarifloc WE-1154 Purchase Agreement (the “Original Agreement”), a copy of which is attached hereto as “Exhibit A” (15 pages);

WHEREAS, the City has determined, in its sole discretion, that Provider has satisfactorily performed its obligations under the Original Agreement, and the City wishes to renew the Original Agreement for the additional four (4) one-year terms authorized under the Original Agreement;

WHEREAS, the Provider provided a revised quote dated January 10, 2020 which reflects the price increase effective January 10, 2020 until January 1, 2021 attached hereto as “Exhibit B”;

WHEREAS, the City also wishes to amend the Original Agreement to reflect the price change for the remaining term of the Agreement; and

WHEREAS, the Original Agreement shall be amended as described herein as of the Effective Date of this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. Section 1.1 of the Original Agreement is hereby deleted and replaced with the following:

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s quote dated January 10, 2020 (the “Quote”) attached hereto as Exhibit A and all related additional or incidental tasks necessary to effectuate the intent of this Agreement. The Products sold by Provider are exempt from public bidding requirements pursuant to NRS 332.115 (1) (a).

2. Exhibit A of the Original Amendment shall be deleted and replaced with Provider’s Price Quote dated January 10, 2020, attached to this First Amendment as Exhibit B.

3. Section 2.1 of the Original Agreement is hereby deleted and replaced with the following:

2.1. The term of this Agreement shall commence on the Effective Date and continue for a one (1) year (the "Term"). If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City may renew this Agreement in writing for up to four (4) additional years. Depending on the City's order quantities for the goods, the City may pay the Provider for the Products up to an amount not to exceed Seven-Hundred Thousand dollars (\$700,000.00) per fiscal year. The total not to exceed amount for the additional four (4) year term is Two Million, Eight Hundred Thousand Dollars and 00/100 (\$2,800,000.00).


4. The City hereby renews the Original Agreement for the four (4) additional one-year terms authorized in the Original Agreement. The City shall not be required to renew on a yearly basis for each of the four (4) one-year terms. The Original Agreement, as amended, shall expire on May 22, 2024.

5. In all other respects, the Parties confirm and re-affirm the terms and provisions of the Agreement.

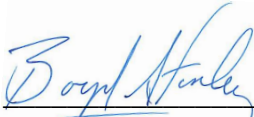
6. For purposes of this First Amendment, the use of signatures via facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the City and the Provider have caused this First Amendment to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

By: 
John J. Lee, Mayor

Polydyne, Inc.,
a Delaware Corporation

By: 
Boyd Stanley, Vice-President

Attest:

By: 
Catherine A. Raynor, City Clerk

Approved as to Form:

By: 
Micaela Rustia Moore, City Attorney

Exhibit A

Original Agreement

(Please see attached page)

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is made and entered into as of May 22, 2019 (the "Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Polydyne, Inc., a Delaware corporation doing business as SNF Polydyne (the "Provider").

RECITALS

A. The City desires to purchase Clarifloc WE-1154 (the "Products").

B. The City desires to purchase the Products from Provider as outlined in this Agreement, and Provider agrees to sell and deliver the Products upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider's quote dated April 4, 2019 (the "Quote") attached hereto as Exhibit A and all related additional or incidental tasks necessary to effectuate the intent of this Agreement. The Products sold by Provider are exempt from public bidding requirements pursuant to NRS 332.115 (1) (a). See sole source memo attached as Exhibit B.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Quote or as otherwise specified by the City.

1.3. The Provider shall ship the Products to a shipping address specified by the City (the "Delivery Location") F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.5. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.6. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.7. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue for one (1) year (the "Term"). If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City may renew this Agreement in writing for up to four (4) additional one-year terms. Depending on the City's order quantities for the goods, the City may pay the Provider for the Products up to an amount not to exceed Seven-Hundred Thousand dollars (\$700,000.00) per fiscal year.

2.2. The prices in the Quote will remain in effect until one-year after the effective date. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
ATTN: Accounts Payable, Suite 700
2250 Las Vegas Blvd., N.
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

(a) Provider is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

(b) The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

(c) Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

(a) Workers' Compensation Insurance as required by applicable law, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City, Provider or Provider's subcontractors, principals or agents.

(b) Commercial General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000.00 per occurrence and in the aggregate. Such General Liability insurance policy shall include the City as an additional insured under a blanket Additional Insured endorsement.

**SECTION FIVE
TERMINATION**

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

**SECTION SIX
INDEMNIFICATION**

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement. This Section 6 shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

**SECTION SEVEN
NOTICES**

7.1. All notices, demands and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas Attention: Tony Danford 2250 Las Vegas Blvd., N., Suite 710 North Las Vegas, Nevada 89030 Fax: 702-669-3328
----------	---

To Provider: SNF Polydyne, Inc.
Attention: Dallas Parker, Technical Sales Rep
1 Chemical Plant Road
Riceboro, GA 31323
(801) 682-0550 or (912) 880-2055

7.2. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION EIGHT MISCELLANEOUS

8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

8.2. Assignment. Any attempt to assign this Agreement by the Provider without the prior written consent of the City shall be void.

8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

8.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

8.5. Controlling Agreement. To the extent any of the terms or provisions in the Quote conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Quote or any other written or oral communication from Provider shall not be binding in any way on the CITY whether or not such terms would materially alter this Agreement, and the CITY hereby objects thereto.

8.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 8.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

8.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

8.8. Time of Essence. Time is of the essence in the performance of this Agreement.

8.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

8.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected and accepted.

8.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

8.12. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

8.13. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

8.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 8.14 shall survive the expiration or early termination of the Agreement.

8.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

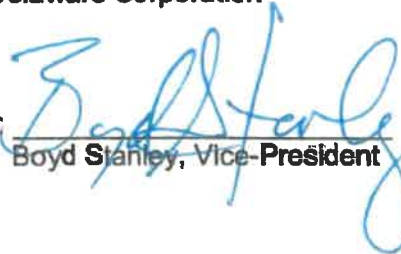
IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Polydyns, Inc.,
a Delaware Corporation

By: 

John J. Lee, Mayor

By: 

Boyd Stanley, Vice-President

Attest:

By: 

Catherine A. Raynor, City Clerk

Approved as to Form:

By: 

Micaela Rustia Moore, City Attorney

Exhibit A

Quote

(Please see attached page)



April 4, 2019

Anthony Danford
Purchasing Department
City of North Las Vegas
North Las Vegas Sewer
2580 N Betty Ln
North Las Vegas, NV 89115

Subject: Polymer Price Quotation

Dear Mr. Danford

Please see the price quote below:

Product	Package	Unit Price
WE-1154	Full Bulk Loads (45,000 lbs.)	\$1.15/Lb.

The following price is effective until Jan 1, 2020.

*Freight and Tariff Surcharge May Apply

Payment Terms: Net 30 days – No Discounts

Thank you for your business. If you have any questions, please feel free to contact Dallas Parker, Technical Sales Representative, at (801) 682-0550 or at (912) 880-2055. To place an order, please call our Customer Service Department at (800) 848-7659 or visit our website at www.polydyneinc.com.

Best regards,

Boyd Stanley
Vice-President

Exhibit B

Sole Source Memo

(Please see attached page)

Mr. Frazier Speaks
City of North Las Vegas
North Las Vegas WWTP
2580 Betty Lane
Las Vegas, NV 89115

SUBJECT: Sole Source

Dear Mr. Speaks:

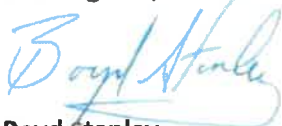
We trust this letter will serve your needs in defining Polydyne Inc. as the sole source manufacturer and supplier of the following products supplied to the City of North Las Vegas:

CLARIFLOC™ WE-1154

Polydyne has lab/jar tested, field trialed and customized the referenced products specifically for North Las Vegas WWTP. These products are not substitutable or "off the shelf." Their molecular structure, molecular weight, and particular raw material components are unique to Polydyne's CLARIFLOC product line. CLARIFLOC is Polydyne's trademark and no other vendor is authorized to supply these products.

We appreciate your business. If you have any questions, please feel free to contact Dallas Parker, Technical Sales Representative, at (801) 682-0550.

Best regards,



Boyd Stanley
Vice-President

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Boulevard North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

SNF POLYDYNE
ONE CHEMICAL PLANT RD
RICEBORO, GA 31323

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: 92965

Period Ending: 08/31/2019

Type of License: T011 TRUCKING

Business Location:

SNF POLYDYNE
ONE CHEMICAL PLANT RD
RICEBORO, GA 31323

Owner/Principal(s)

SNF POLYDYNE
1 VEHICLE

This license is not transferable
POST IN A CONSPICUOUS PLACE



Marc Jordan

Director
Land Development & Community Services



Contact Sheet

TO: City of North Las Vegas
Attn: Anthony Danford
2250 Las Vegas Blvd.
North Las Vegas, NV 89030

Company Name: Polydyne Inc.
Contact: Boyd Stanley, Vice-President
Phone: (912) 880-2035
Fax: (912) 880-2078
Street Address: 1 Chemical Plant Road, Riceboro, GA 31323
Mailing Address: PO Box 279, Riceboro, GA 31323
Email: polybiddpt@snfhc.com

Federal Tax ID #: 34-1810283

PAYMENT Remit To Address: PO Box 404642, Atlanta, GA 30384
Payment Terms: Net 30

Customer Service Contact: Chrystal Bailey ext. 8719
Phone Number (Toll Free): 1-800-848-7659
Phone Number: (912) 884-3366

Technical Sales Contact: Dallas Parker
Phone Number: 801-682-0550
Email: dparker@polydyneinc.com

If you have any questions regarding the information provided above please do not hesitate to contact me at (912) 880-8083. Thank you.

Sincerely,

Sandy Wells

Sandy Wells
Bid Specialist



Payment Instructions

Wire Transfer:

BANK OF AMERICA, N.A.
100 W. 33 St.
New York, NY 10001

PHONE: (646) 733-4766 or (646) 733-4765
FAX: (646) 733-4874

ABA: 026009593
061000052 (use this ABA for all ACH payments)

SWIFT: BofAUS3N (if remit is in US Dollars)
BofAUS6S (if remit is in Foreign Currency)

TELEX: 420831

IN FAVOR OF: POLYDYNE INC., RICEBORO, GA 31323 (USA)

ACCOUNT NUMBER: 3282509563

Credit Card:

Polydyne Inc. accepts all major credit cards. Credit card payments may be submitted online at <http://snf.us/paypolydyne/>. A receipt will be sent to the email address you provide once the transaction is complete. Credit card payments may also be authorized via email to: cardpayments@snfhc.com

Company Check/Other:

REMITTANCE CAN BE SENT BY **MAIL** TO:

POLYDYNE, INC.
P. O. BOX 404642
Atlanta, GA 30384-4642

REMITTANCE CAN BE SENT BY **COURIER**,
FEDEX, **UPS** or other service to:

POLYDYNE, INC.
ONE CHEMICAL PLANT ROAD
RICEBORO, GA 31323 USA

Or:

POLYDYNE INC.
LOCKBOX 404642
6000 FELDWOOD ROAD
COLLEGE PARK, GA 30349 USA

Thank you for your business. If you have any questions, please contact Reginald Lee at (912) 884-3366 extension 2056 or via email at rllee@snfhc.com.

Exhibit B

Quote dated January 10, 2020

(Please see attached page)

January 10, 2020

Anthony Danford
Purchasing Department
City of North Las Vegas
North Las Vegas Sewer
2580 N Betty Ln
North Las Vegas, NV 89115

Subject: Polymer Price Quotation

Dear Mr. Danford

Please see the price quote below:

Product	Package	Unit Price
WE-1154	Full Bulk Loads (45,000 lbs.)	\$1.20/Lb.

The following price is effective until Jan 1, 2021.

*Freight and Tariff Surcharge May Apply

Payment Terms: Net 30 days – No Discounts

Thank you for your business. If you have any questions, please feel free to contact Dallas Parker, Technical Sales Representative, at (801) 682-0550 or at (912) 880-2055. To place an order, please call our Customer Service Department at (800) 848-7659 or visit our website at www.polydyneinc.com.

Best regards,



Boyd Stanley
Vice-President

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

**SNF POLYDYNE
1 CHEMICAL PLANT RD
RICEBORO, GA 31323**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BL92965** Expiration Date: **08/31/2020**

License Type: **TRUCKING**

Classification: **TRUCKING**

Business Location: **SNF POLYDYNE
1 CHEMICAL PLANT RD
RICEBORO, GA 31323**

Owner/Principal(s): **SNF POLYDYNE**

**CITY OF
NORTH LAS VEGAS**

Your Community of Choice



Marc Jordan
Director of Land Development &
Community Services

**This license is not transferable
POST IN A CONSPICUOUS PLACE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC Insurance Brokers & Consultants 350 Hudson Street – 4 th Floor New York, NY 10014	Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323	INSURER A: AIG SPECIALTY INSURANCE COMPANY		26883
	INSURER B: COMMERCE & INDUSTRY INSURANCE COMPANY		19410
	INSURER C: HARTFORD FIRE INSURANCE COMPANY		19682
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		EG14362834	12/31/2019	12/31/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$25,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		CA4691818	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS\$			EGU18403155	12/31/2019	12/31/2020	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	10WNR30600	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of North Las Vegas, its officers and employees are included as Additional Insureds under Commercial General Liability, Business Auto Liability and Excess Liability coverage, as their interest may appear, as required by written contract with respect liability arising out of the operations of the Named Insured and subject to the policy terms conditions and exclusions.

30 DAY CANCELLATION CLAUSE INCLUDED

CERTIFICATE HOLDER**CANCELLATION**

City of North Las Vegas
 2250 Las Vegas Blvd North
 North Las Vegas, NV 89030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION

AUTHORIZED REPRESENTATIVE

1

© 1988-2014 ACORD CORPORATION. All rights reserved.

Exhibit C
(to the Third Amendment)

Second Amendment

SECOND AMENDMENT TO CLARIFLOC WE-1154 PURCHASE AGREEMENT

This Second Amendment to the Clarifloc WE-1154 Purchase Agreement (this “Second Amendment”) is made and entered into as of ~~09/27/2021 08:15:15 PDT~~(the “Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (the “City”), and Polydyne Inc., a Delaware corporation doing business as SNF Polydyne (the “Provider”; City and Provider may collectively be referred to as the “Parties”).

RECITALS

WHEREAS, on May 22, 2019, the City and Provider entered into a Purchase Agreement (“Original Agreement”), a copy of which is attached hereto as Exhibit A (15 pages);

WHEREAS, on August 6, 2020 the City and Provider entered into the First Amendment to Clariflor WE-1154 Purchase Agreement and Renewal of Agreement (“First Amendment”; collectively, the Original Agreement, the First Amendment, and this Second Amendment may be referred to as the “Agreement”); a copy of the First Amendment is attached hereto as Exhibit B (28 pages);

WHEREAS, the First Amendment contained a price increase for the Products from \$1.15/lb. to \$1.20/lb. effective January 10, 2020 until January 1, 2021 and extended the Original Agreement for the four (4) additional one-year terms authorized under the Original Agreement;

WHEREAS, on August 4, 2021, Provider requested a price increase for the Products from \$1.20/lb. to \$1.40/lb. (“2021 Quote”); and

WHEREAS, the City wishes to amend the Agreement to reflect the price change contained in the 2021 Quote for the remaining term of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree as follows:

AGREEMENT

1. The Parties agree that Section 1.1 of the First Amendment be deleted in its entirety and replaced with the following language:

1.1 The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities contained in Provider’s 2021 Quote, a copy of which is attached hereto as Exhibit C, and shall perform all related additional or incidental tasks necessary to effectuate the intent of this Agreement. The Products sold by Provider are exempt from public bidding requirements pursuant to NRS 332.115(1)(a).

2. The Parties agree that Exhibit B of the First Amendment (Provider’s January 10, 2020 quote) shall be deleted and replaced with the 2021 Quote, attached to this Second Amendment as Exhibit C. The Parties also agree that all references to “Quote” in the Original Agreement and the First Amendment shall be deleted and replaced with references to the “2021 Quote.”

3. The Parties agree that Section 2.1 of the First Amendment be deleted in its entirety and replaced with the following:

2.1. The term of this Agreement commenced on May 22, 2019. In the First Amendment, the Parties extended the Agreement beyond its initial termination date of May 21, 2020. Pursuant to the First Agreement, the City agreed to extend the Agreement for four additional years (the “Term”). Subject to the City’s termination right contained in Section 5 of the Original Agreement, the Agreement shall expire on May 22, 2024. Depending on the City’s order quantities for the goods, the City may pay the Provider for the Products up to an amount not to exceed Eight-Hundred Thirty-Five Thousand dollars and 00/100 (\$835,000.00) per fiscal year for the remaining years in the Term. The total not to exceed amount for the remaining three years of the Term is Two Million Five Hundred Five Thousand Dollars and 00/100 (\$2,505,000.00). The total not to exceed amount for the entire five year Term is Three Million Nine Hundred Five Thousand Dollars and 00/100 (\$3,905,000.00).

Fiscal Year	Annual Amount Per Fiscal Year
2019-2020	\$ 700,000.00
2020-2021	\$ 700,000.00
2021-2022	\$ 835,000.00
2022-2023	\$ 835,000.00
2023-2024	\$ 835,000.00
TOTAL	\$ 3,905,000.00

4. The Parties agree that Section 4 of the First Amendment shall be deleted in its entirety.

5. The Parties agree to add a new Section 8.16 to the Agreement that reads:

8.16 Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

6. The Parties agree that any capitalized terms in this Second Amendment that are not defined in this Second Amendment shall have the meanings ascribed to such terms in the Original Agreement and First Amendment, as applicable.

7. In all other respects, the Parties confirm and re-affirm the terms and provisions of the Agreement.

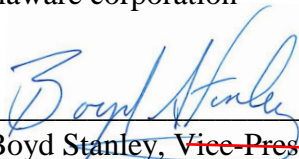
8. For purposes of this Second Amendment, the use of signatures via facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the City and the Provider have caused this Second Amendment to be executed as of Effective Date.


City of North Las Vegas,
a Nevada municipal corporation

Polydyne Inc.,
a Delaware corporation

By: 
John J. Lee, Mayor

By: 
Boyd Stanley, ~~Vice-President~~
Sr. Vice-President

Attest:

By: 

Jackie Rodgers, Acting City Clerk

Approved as to Form:


By: Micaela Rustia Moore, City Attorney

Exhibit A
(to the Second Amendment)

Original Agreement

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is made and entered into as of May 22, 2019 (the "Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Polydyne, Inc., a Delaware corporation doing business as SNF Polydyne (the "Provider").

RECITALS

A. The City desires to purchase Clarifloc WE-1154 (the "Products").

B. The City desires to purchase the Products from Provider as outlined in this Agreement, and Provider agrees to sell and deliver the Products upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider's quote dated April 4, 2019 (the "Quote") attached hereto as Exhibit A and all related additional or incidental tasks necessary to effectuate the intent of this Agreement. The Products sold by Provider are exempt from public bidding requirements pursuant to NRS 332.115 (1) (a). See sole source memo attached as Exhibit B.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Quote or as otherwise specified by the City.

1.3. The Provider shall ship the Products to a shipping address specified by the City (the "Delivery Location") F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.5. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.6. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.7. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue for one (1) year (the "Term"). If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City may renew this Agreement in writing for up to four (4) additional one-year terms. Depending on the City's order quantities for the goods, the City may pay the Provider for the Products up to an amount not to exceed Seven-Hundred Thousand dollars (\$700,000.00) per fiscal year.

2.2. The prices in the Quote will remain in effect until one-year after the effective date. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
ATTN: Accounts Payable, Suite 700
2250 Las Vegas Blvd., N.
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

(a) Provider is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

(b) The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

(c) Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

(a) Workers' Compensation Insurance as required by applicable law, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City, Provider or Provider's subcontractors, principals or agents.

(b) Commercial General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000.00 per occurrence and in the aggregate. Such General Liability insurance policy shall include the City as an additional insured under a blanket Additional Insured endorsement.

**SECTION FIVE
TERMINATION**

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

**SECTION SIX
INDEMNIFICATION**

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement. This Section 6 shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

**SECTION SEVEN
NOTICES**

7.1. All notices, demands and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas Attention: Tony Danford 2250 Las Vegas Blvd., N., Suite 710 North Las Vegas, Nevada 89030 Fax: 702-669-3328
----------	---

To Provider: SNF Polydyne, Inc.
Attention: Dallas Parker, Technical Sales Rep
1 Chemical Plant Road
Riceboro, GA 31323
(801) 682-0550 or (912) 880-2055

7.2. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION EIGHT MISCELLANEOUS

8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

8.2. Assignment. Any attempt to assign this Agreement by the Provider without the prior written consent of the City shall be void.

8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

8.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

8.5. Controlling Agreement. To the extent any of the terms or provisions in the Quote conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Quote or any other written or oral communication from Provider shall not be binding in any way on the CITY whether or not such terms would materially alter this Agreement, and the CITY hereby objects thereto.

8.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 8.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

8.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

8.8. Time of Essence. Time is of the essence in the performance of this Agreement.

8.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

8.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected and accepted.

8.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

8.12. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

8.13. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

8.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 8.14 shall survive the expiration or early termination of the Agreement.

8.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

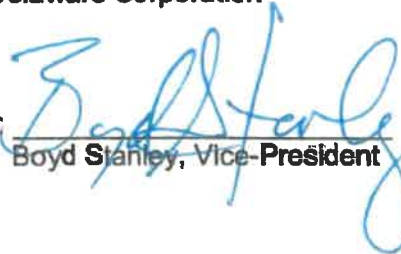
IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Polydyns, Inc.,
a Delaware Corporation

By: 

John J. Lee, Mayor

By: 

Boyd Stanley, Vice-President

Attest:

By: 

Catherine A. Raynor, City Clerk

Approved as to Form:

By: 

Micaela Rustia Moore, City Attorney

Exhibit A

Quote

(Please see attached page)



April 4, 2019

Anthony Danford
Purchasing Department
City of North Las Vegas
North Las Vegas Sewer
2580 N Betty Ln
North Las Vegas, NV 89115

Subject: Polymer Price Quotation

Dear Mr. Danford

Please see the price quote below:

Product	Package	Unit Price
WE-1154	Full Bulk Loads (45,000 lbs.)	\$1.15/Lb.

The following price is effective until Jan 1, 2020.

*Freight and Tariff Surcharge May Apply

Payment Terms: Net 30 days – No Discounts

Thank you for your business. If you have any questions, please feel free to contact Dallas Parker, Technical Sales Representative, at (801) 682-0550 or at (912) 880-2055. To place an order, please call our Customer Service Department at (800) 848-7659 or visit our website at www.polydyneinc.com.

Best regards,

Boyd Stanley
Vice-President

Exhibit B

Sole Source Memo

(Please see attached page)

Mr. Frazier Speaks
City of North Las Vegas
North Las Vegas WWTP
2580 Betty Lane
Las Vegas, NV 89115

SUBJECT: Sole Source

Dear Mr. Speaks:

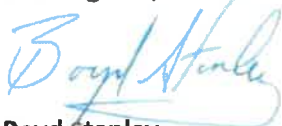
We trust this letter will serve your needs in defining Polydyne Inc. as the sole source manufacturer and supplier of the following products supplied to the City of North Las Vegas:

CLARIFLOC™ WE-1154

Polydyne has lab/jar tested, field trialed and customized the referenced products specifically for North Las Vegas WWTP. These products are not substitutable or "off the shelf." Their molecular structure, molecular weight, and particular raw material components are unique to Polydyne's CLARIFLOC product line. CLARIFLOC is Polydyne's trademark and no other vendor is authorized to supply these products.

We appreciate your business. If you have any questions, please feel free to contact Dallas Parker, Technical Sales Representative, at (801) 682-0550.

Best regards,



Boyd Stanley
Vice-President



Contact Sheet

TO: City of North Las Vegas
Attn: Anthony Danford
2250 Las Vegas Blvd.
North Las Vegas, NV 89030

Company Name: Polydyne Inc.
Contact: Boyd Stanley, Vice-President
Phone: (912) 880-2035
Fax: (912) 880-2078
Street Address: 1 Chemical Plant Road, Riceboro, GA 31323
Mailing Address: PO Box 279, Riceboro, GA 31323
Email: polybiddpt@snfhc.com

Federal Tax ID #: 34-1810283

PAYMENT Remit To Address: PO Box 404642, Atlanta, GA 30384
Payment Terms: Net 30

Customer Service Contact: Chrystal Bailey ext. 8719
Phone Number (Toll Free): 1-800-848-7659
Phone Number: (912) 884-3366

Technical Sales Contact: Dallas Parker
Phone Number: 801-682-0550
Email: dparker@polydyneinc.com

If you have any questions regarding the information provided above please do not hesitate to contact me at (912) 880-8083. Thank you.

Sincerely,

Sandy Wells

Sandy Wells
Bid Specialist



Payment Instructions

Wire Transfer:

BANK OF AMERICA, N.A.
100 W. 33 St.
New York, NY 10001

PHONE: (646) 733-4766 or (646) 733-4765
FAX: (646) 733-4874

ABA: 026009593
061000052 (use this ABA for all ACH payments)

SWIFT: BofAUS3N (if remit is in US Dollars)
BofAUS6S (if remit is in Foreign Currency)

TELEX: 420831

IN FAVOR OF: POLYDYNE INC., RICEBORO, GA 31323 (USA)

ACCOUNT NUMBER: 3282509563

Credit Card:

Polydyne Inc. accepts all major credit cards. Credit card payments may be submitted online at <http://snf.us/paypolydyne/>. A receipt will be sent to the email address you provide once the transaction is complete. Credit card payments may also be authorized via email to: cardpayments@snfhc.com

Company Check/Other:

REMITTANCE CAN BE SENT BY **MAIL** TO:

POLYDYNE, INC.
P. O. BOX 404642
Atlanta, GA 30384-4642

REMITTANCE CAN BE SENT BY **COURIER**,
FEDEX, **UPS** or other service to:

POLYDYNE, INC.
ONE CHEMICAL PLANT ROAD
RICEBORO, GA 31323 USA

Or:

POLYDYNE INC.
LOCKBOX 404642
6000 FELDWOOD ROAD
COLLEGE PARK, GA 30349 USA

Thank you for your business. If you have any questions, please contact Reginald Lee at (912) 884-3366 extension 2056 or via email at rllee@snfhc.com.

Exhibit B
(to the Second Amendment)

First Amendment

**FIRST AMENDMENT TO CLARIFLOR WE-1154 PURCHASE AGREEMENT AND
RENEWAL OF AGREEMENT**

This First Amendment to the Clarifloc WE-1154 Purchase Agreement (this “First Amendment”) is made and entered into as of 08/06/2020 16:53:09 GMT(the “Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (the “City”) and Polydyne, Inc., a Delaware corporation doing business as SNF Polydyne (the “Provider”).

RECITALS

WHEREAS, on May 22, 2019, the City and Provider, entered into a Clarifloc WE-1154 Purchase Agreement (the “Original Agreement”), a copy of which is attached hereto as “Exhibit A” (15 pages);

WHEREAS, the City has determined, in its sole discretion, that Provider has satisfactorily performed its obligations under the Original Agreement, and the City wishes to renew the Original Agreement for the additional four (4) one-year terms authorized under the Original Agreement;

WHEREAS, the Provider provided a revised quote dated January 10, 2020 which reflects the price increase effective January 10, 2020 until January 1, 2021 attached hereto as “Exhibit B”;

WHEREAS, the City also wishes to amend the Original Agreement to reflect the price change for the remaining term of the Agreement; and

WHEREAS, the Original Agreement shall be amended as described herein as of the Effective Date of this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. Section 1.1 of the Original Agreement is hereby deleted and replaced with the following:

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s quote dated January 10, 2020 (the “Quote”) attached hereto as Exhibit A and all related additional or incidental tasks necessary to effectuate the intent of this Agreement. The Products sold by Provider are exempt from public bidding requirements pursuant to NRS 332.115 (1) (a).

2. Exhibit A of the Original Amendment shall be deleted and replaced with Provider’s Price Quote dated January 10, 2020, attached to this First Amendment as Exhibit B.

3. Section 2.1 of the Original Agreement is hereby deleted and replaced with the following:

2.1. The term of this Agreement shall commence on the Effective Date and continue for a one (1) year (the "Term"). If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City may renew this Agreement in writing for up to four (4) additional years. Depending on the City's order quantities for the goods, the City may pay the Provider for the Products up to an amount not to exceed Seven-Hundred Thousand dollars (\$700,000.00) per fiscal year. The total not to exceed amount for the additional four (4) year term is Two Million, Eight Hundred Thousand Dollars and 00/100 (\$2,800,000.00).


4. The City hereby renews the Original Agreement for the four (4) additional one-year terms authorized in the Original Agreement. The City shall not be required to renew on a yearly basis for each of the four (4) one-year terms. The Original Agreement, as amended, shall expire on May 22, 2024.

5. In all other respects, the Parties confirm and re-affirm the terms and provisions of the Agreement.

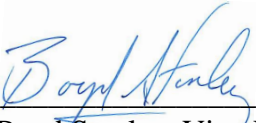
6. For purposes of this First Amendment, the use of signatures via facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the City and the Provider have caused this First Amendment to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

By: 
John J. Lee, Mayor

Polydyne, Inc.,
a Delaware Corporation

By: 
Boyd Stanley, Vice-President

Attest:

By: 
Catherine A. Raynor, City Clerk

Approved as to Form:

By: 
Micaela Rustia Moore, City Attorney

Exhibit A

Original Agreement

(Please see attached page)

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is made and entered into as of May 22, 2019 (the "Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Polydyne, Inc., a Delaware corporation doing business as SNF Polydyne (the "Provider").

RECITALS

A. The City desires to purchase Clarifloc WE-1154 (the "Products").

B. The City desires to purchase the Products from Provider as outlined in this Agreement, and Provider agrees to sell and deliver the Products upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider's quote dated April 4, 2019 (the "Quote") attached hereto as Exhibit A and all related additional or incidental tasks necessary to effectuate the intent of this Agreement. The Products sold by Provider are exempt from public bidding requirements pursuant to NRS 332.115 (1) (a). See sole source memo attached as Exhibit B.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Quote or as otherwise specified by the City.

1.3. The Provider shall ship the Products to a shipping address specified by the City (the "Delivery Location") F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.5. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.6. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.7. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue for one (1) year (the "Term"). If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City may renew this Agreement in writing for up to four (4) additional one-year terms. Depending on the City's order quantities for the goods, the City may pay the Provider for the Products up to an amount not to exceed Seven-Hundred Thousand dollars (\$700,000.00) per fiscal year.

2.2. The prices in the Quote will remain in effect until one-year after the effective date. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
ATTN: Accounts Payable, Suite 700
2250 Las Vegas Blvd., N.
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

(a) Provider is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

(b) The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

(c) Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

(a) Workers' Compensation Insurance as required by applicable law, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City, Provider or Provider's subcontractors, principals or agents.

(b) Commercial General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000.00 per occurrence and in the aggregate. Such General Liability insurance policy shall include the City as an additional insured under a blanket Additional Insured endorsement.

**SECTION FIVE
TERMINATION**

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

**SECTION SIX
INDEMNIFICATION**

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement. This Section 6 shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

**SECTION SEVEN
NOTICES**

7.1. All notices, demands and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas Attention: Tony Danford 2250 Las Vegas Blvd., N., Suite 710 North Las Vegas, Nevada 89030 Fax: 702-669-3328
----------	---

To Provider: SNF Polydyne, Inc.
Attention: Dallas Parker, Technical Sales Rep
1 Chemical Plant Road
Riceboro, GA 31323
(801) 682-0550 or (912) 880-2055

7.2. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION EIGHT MISCELLANEOUS

8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

8.2. Assignment. Any attempt to assign this Agreement by the Provider without the prior written consent of the City shall be void.

8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

8.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

8.5. Controlling Agreement. To the extent any of the terms or provisions in the Quote conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Quote or any other written or oral communication from Provider shall not be binding in any way on the CITY whether or not such terms would materially alter this Agreement, and the CITY hereby objects thereto.

8.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 8.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

8.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

8.8. Time of Essence. Time is of the essence in the performance of this Agreement.

8.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

8.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected and accepted.

8.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

8.12. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

8.13. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

8.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 8.14 shall survive the expiration or early termination of the Agreement.

8.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

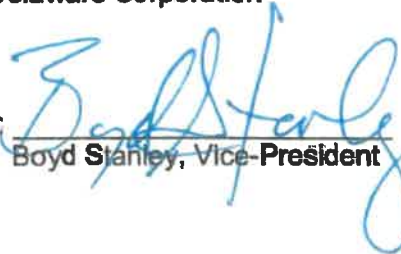
IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Polydyns, Inc.,
a Delaware Corporation

By: 

John J. Lee, Mayor

By: 

Boyd Stanley, Vice-President

Attest:

By: 

Catherine A. Raynor, City Clerk

Approved as to Form:

By: 

Micaela Rustia Moore, City Attorney

Exhibit A

Quote

(Please see attached page)



April 4, 2019

Anthony Danford
Purchasing Department
City of North Las Vegas
North Las Vegas Sewer
2580 N Betty Ln
North Las Vegas, NV 89115

Subject: Polymer Price Quotation

Dear Mr. Danford

Please see the price quote below:

Product	Package	Unit Price
WE-1154	Full Bulk Loads (45,000 lbs.)	\$1.15/Lb.

The following price is effective until Jan 1, 2020.

*Freight and Tariff Surcharge May Apply

Payment Terms: Net 30 days – No Discounts

Thank you for your business. If you have any questions, please feel free to contact Dallas Parker, Technical Sales Representative, at (801) 682-0550 or at (912) 880-2055. To place an order, please call our Customer Service Department at (800) 848-7659 or visit our website at www.polydyneinc.com.

Best regards,

Boyd Stanley
Vice-President

Exhibit B

Sole Source Memo

(Please see attached page)

Mr. Frazier Speaks
City of North Las Vegas
North Las Vegas WWTP
2580 Betty Lane
Las Vegas, NV 89115

SUBJECT: Sole Source

Dear Mr. Speaks:

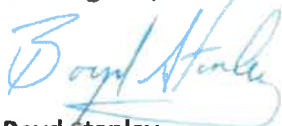
We trust this letter will serve your needs in defining Polydyne Inc. as the sole source manufacturer and supplier of the following products supplied to the City of North Las Vegas:

CLARIFLOC™ WE-1154

Polydyne has lab/jar tested, field trialed and customized the referenced products specifically for North Las Vegas WWTP. These products are not substitutable or "off the shelf." Their molecular structure, molecular weight, and particular raw material components are unique to Polydyne's CLARIFLOC product line. CLARIFLOC is Polydyne's trademark and no other vendor is authorized to supply these products.

We appreciate your business. If you have any questions, please feel free to contact Dallas Parker, Technical Sales Representative, at (801) 682-0550.

Best regards,



Boyd Stanley
Vice-President



Contact Sheet

TO: City of North Las Vegas
Attn: Anthony Danford
2250 Las Vegas Blvd.
North Las Vegas, NV 89030

Company Name: Polydyne Inc.
Contact: Boyd Stanley, Vice-President
Phone: (912) 880-2035
Fax: (912) 880-2078
Street Address: 1 Chemical Plant Road, Riceboro, GA 31323
Mailing Address: PO Box 279, Riceboro, GA 31323
Email: polybiddpt@snfhc.com

Federal Tax ID #: 34-1810283

PAYMENT Remit To Address: PO Box 404642, Atlanta, GA 30384
Payment Terms: Net 30

Customer Service Contact: Chrystal Bailey ext. 8719
Phone Number (Toll Free): 1-800-848-7659
Phone Number: (912) 884-3366

Technical Sales Contact: Dallas Parker
Phone Number: 801-682-0550
Email: dparker@polydyneinc.com

If you have any questions regarding the information provided above please do not hesitate to contact me at (912) 880-8083. Thank you.

Sincerely,

Sandy Wells

Sandy Wells
Bid Specialist



Payment Instructions

Wire Transfer:

BANK OF AMERICA, N.A.
100 W. 33 St.
New York, NY 10001

PHONE: (646) 733-4766 or (646) 733-4765
FAX: (646) 733-4874

ABA: 026009593
061000052 (use this ABA for all ACH payments)

SWIFT: BofAUS3N (if remit is in US Dollars)
BofAUS6S (if remit is in Foreign Currency)

TELEX: 420831

IN FAVOR OF: POLYDYNE INC., RICEBORO, GA 31323 (USA)

ACCOUNT NUMBER: 3282509563

Credit Card:

Polydyne Inc. accepts all major credit cards. Credit card payments may be submitted online at <http://snf.us/paypolydyne/>. A receipt will be sent to the email address you provide once the transaction is complete. Credit card payments may also be authorized via email to: cardpayments@snfhc.com

Company Check/Other:

REMITTANCE CAN BE SENT BY **MAIL** TO:

POLYDYNE, INC.
P. O. BOX 404642
Atlanta, GA 30384-4642

REMITTANCE CAN BE SENT BY **COURIER**,
FEDEX, **UPS** or other service to:

POLYDYNE, INC.
ONE CHEMICAL PLANT ROAD
RICEBORO, GA 31323 USA

Or:

POLYDYNE INC.
LOCKBOX 404642
6000 FELDWOOD ROAD
COLLEGE PARK, GA 30349 USA

Thank you for your business. If you have any questions, please contact Reginald Lee at (912) 884-3366 extension 2056 or via email at rllee@snfhc.com.

Exhibit B

Quote dated January 10, 2020

(Please see attached page)

January 10, 2020

Anthony Danford
Purchasing Department
City of North Las Vegas
North Las Vegas Sewer
2580 N Betty Ln
North Las Vegas, NV 89115

Subject: Polymer Price Quotation

Dear Mr. Danford

Please see the price quote below:

Product	Package	Unit Price
WE-1154	Full Bulk Loads (45,000 lbs.)	\$1.20/Lb.

The following price is effective until Jan 1, 2021.

*Freight and Tariff Surcharge May Apply

Payment Terms: Net 30 days – No Discounts

Thank you for your business. If you have any questions, please feel free to contact Dallas Parker, Technical Sales Representative, at (801) 682-0550 or at (912) 880-2055. To place an order, please call our Customer Service Department at (800) 848-7659 or visit our website at www.polydyneinc.com.

Best regards,



Boyd Stanley
Vice-President

Exhibit C
(to the Second Amendment)

Polydyne Quoted dated 8/4/21

August 4, 2021

Dan Ybarra
Purchasing Department
City of North Las Vegas
North Las Vegas Sewer
2580 N Betty Ln
North Las Vegas, NV 89115

Subject: Polymer Price Quotation

Dear Mr. Ybarra

Please see the price quote below:

Product	Package	Unit Price
WE-1154	Full Bulk Loads (45,000 lbs.)	\$1.40/Lb.

*Freight and Tariff Surcharge May Apply

Payment Terms: Net 30 days – No Discounts

Thank you for your business. If you have any questions, please feel free to contact Dallas Parker, Technical Sales Representative, at (801) 682-0550 or at (912) 880-2055. To place an order, please call our Customer Service Department at (800) 848-7659 or visit our website at www.polydyneinc.com.

Best regards,



Boyd Stanley
Vice-President

TREATING THE WORLD'S WATER



SNF
POLYDYNE

State of the U.S. Polymer Market and Cost Factors

Executive Summary (updated 7/19/21)

- Last 12 months, Raw Materials (RM) costs for polymers increased substantially
- Propylene up 190% (all PAM)
- Acrylonitrile up >110% (all PAM)
- Jet Kerosene up >80% (emulsion PAM)
- Methanex index up >85% (cationic PAM, coagulants)
- Domestic transportation rates up 20%; Availability tight
- Ocean freight rates have doubled; Availability very tight
- Expect RM pricing to remain high Q2-Q3 2021

PPI Industry Data for Plastics Material and Resins

Data extracted on: July 14, 2021 (9:55:46 AM)

PPI Industry Data

Series Id: PCU325211325211
Series Title: PPI industry data for Plastics material and resins mfg, not seasonally adjusted
Industry: Plastics material and resins mfg
Product: Plastics material and resins mfg
Base Date: 198012

Download:  [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	253.0	259.7	264.7	271.0	282.6	281.9	280.5	276.6	279.2	273.7	276.0	271.1
2012	275.9	279.6	283.4	283.9	283.1	280.3	277.0	277.5	274.0	276.9	276.9	276.3
2013	283.1	287.7	290.9	289.4	287.1	288.1	287.1	288.2	288.8	289.2	291.3	291.5
2014	294.7	297.8	300.0	301.1	300.5	298.2	300.2	302.8	305.0	307.1	303.2	295.7
2015	285.4	280.8	274.0	273.2	274.1	275.6	273.8	270.7	264.5	261.4	260.2	261.2
2016	256.7	255.4	254.3	254.0	257.2	260.1	259.9	259.5	260.7	263.3	262.2	258.1
2017	260.1	265.1	269.2	273.8	274.1	272.9	270.3	269.9	272.6	277.2	278.8	280.3
2018	275.1	278.0	282.7	280.7	285.1	288.0	289.0	292.6	290.4	291.4	286.8	282.2
2019	276.5	275.8	273.9	273.9	275.7	273.2	272.7	273.1	273.3	273.8	271.2	266.1
2020	265.7	269.6	268.6	255.8	249.0	251.1	254.5	261.2	262.3	272.2	273.6	279.1
2021	287.5	300.4	329.1(P)	349.4(P)	351.1(P)	364.8(P)						

P : Preliminary. All indexes are subject to revision four months after original publication.

+45.3%

PPI Commodity Data for Chemicals and Allied Products

Data extracted on: July 14, 2021 (10:01:11 AM)

PPI Commodity Data

Series Id: WPU066

Not Seasonally Adjusted

Series: PPI Commodity data for Chemicals and allied products-Plastic resins and materials, not seasonally

Title: adjusted

Group: Chemicals and allied products

Item: Plastic resins and materials

Base Date: 198200

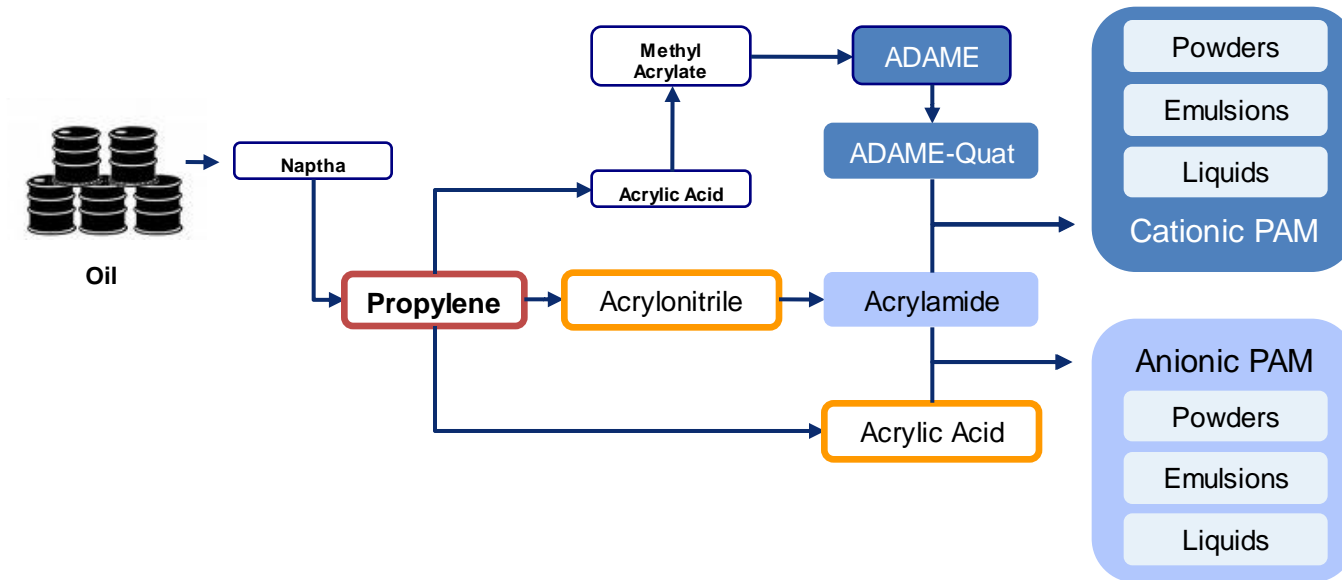
Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	250.6	253.8	256.6	257.5	257.3	255.2	257.1	259.4	261.7	263.0	259.7	252.4
2015	243.2	237.3	230.2	229.4	230.3	231.5	230.5	227.7	221.3	218.9	217.7	218.1
2016	215.0	216.3	213.5	213.7	216.7	219.5	219.3	220.1	221.0	225.6	223.1	218.4
2017	220.5	225.2	232.3	235.8	234.3	232.8	230.4	230.3	232.9	237.7	239.7	240.2
2018	235.1	236.4	240.3	238.3	241.9	243.8	248.5	252.3	250.2	251.2	246.7	242.4
2019	235.9	230.8	226.6	225.0	227.4	223.9	223.9	224.7	224.2	224.6	222.0	217.3
2020	216.8	220.9	220.1	207.9	201.5	202.4	206.3	212.1	214.1	223.7	224.7	229.7
2021	237.7	249.9	276.5(P)	295.4(P)	299.4(P)	313.6(P)						

P : Preliminary. All indexes are subject to revision four months after original publication.

+54.9%

Cost Base Linked to Propylene

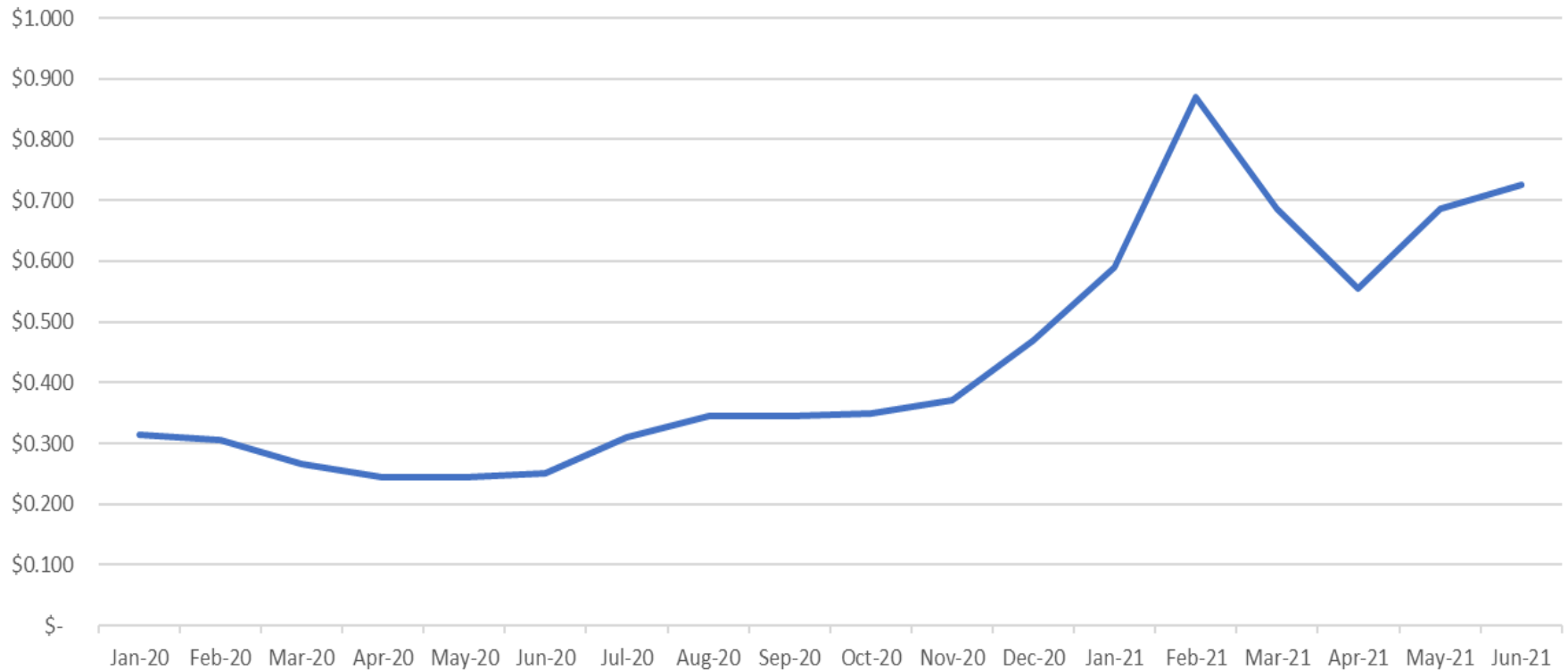


Commodity Index Table

Energy	Price	•	Day	Weekly	Monthly	YTD	Date
Crude Oil USD/Bbl	67.2100	▼ 4.6	-6.41 %	-9.01%	-7.80%	38.95%	12:01
Brent USD/Bbl	69.3300	▼ 4.26	-5.79 %	-7.53%	-7.21%	34.17%	12:01
Natural gas USD/MMBtu	3.7380	▲ 0.064	1.74 %	-0.13%	17.33%	47.46%	12:01
Gasoline USD/Gal	2.1296	▼ 0.124	-5.50 %	-6.34%	-2.92%	51.25%	12:01
Heating oil USD/Gal	2.0018	▼ 0.1115	-5.28 %	-6.71%	-5.70%	35.15%	12:01
Ethanol USD/Gal	2.3200	▲ 0.00	0.00%	0.00%	-5.69%	61.90%	Jul/16
Naphtha USD/T	674.20	▲ 4.02	0.60%	-0.56%	8.26%	55.81%	Jul/16
Propane USD/Gal	1.10	▲ 0.00	0.15%	-0.24%	16.31%	70.83%	Jul/16
Uranium USD/Lbs	32.4000	▼ 0.10	-0.31%	-0.46%	0.00%	5.54%	Jul/16
Methanol CNY	2,653.00	▲ 4.00	0.15%	4.78%	7.11%	9.81%	Jul/19

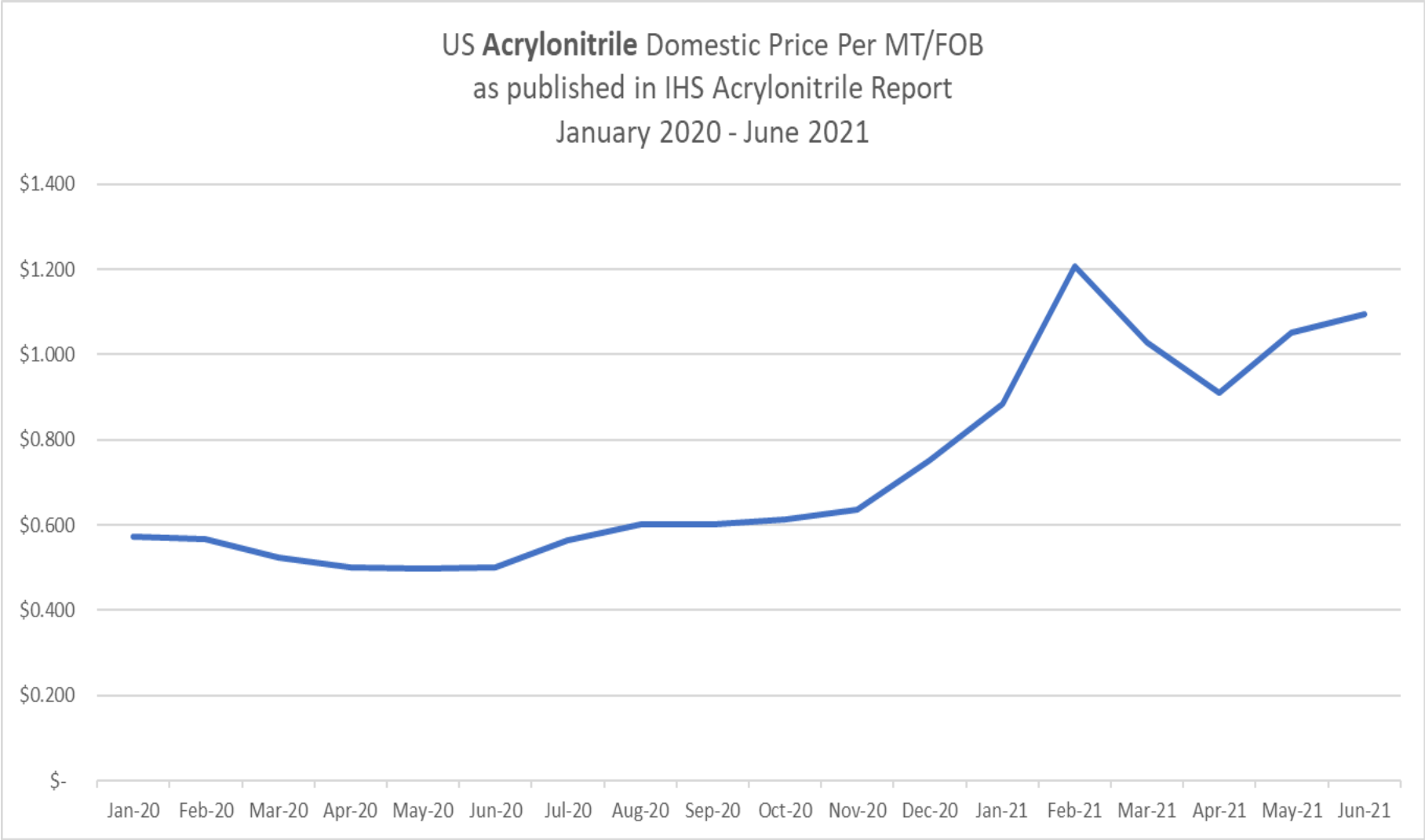
Propylene Pricing

Chemical Grade **Propylene** Price in Cents Per Pound
as published in IHS Chemical North American Olefins Summary
January 2020 - June 2021



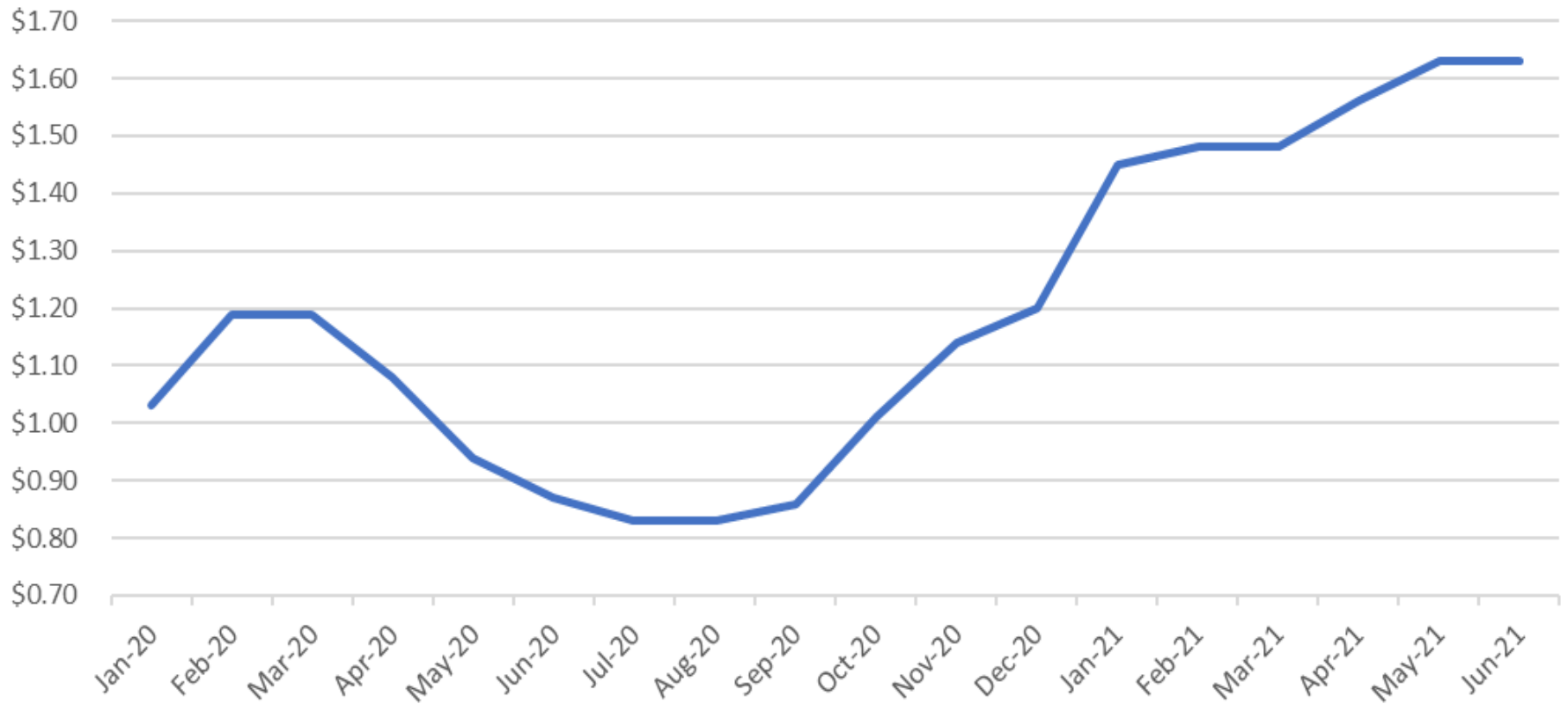
Acrylonitrile Pricing

US **Acrylonitrile** Domestic Price Per MT/FOB
as published in IHS Acrylonitrile Report
January 2020 - June 2021

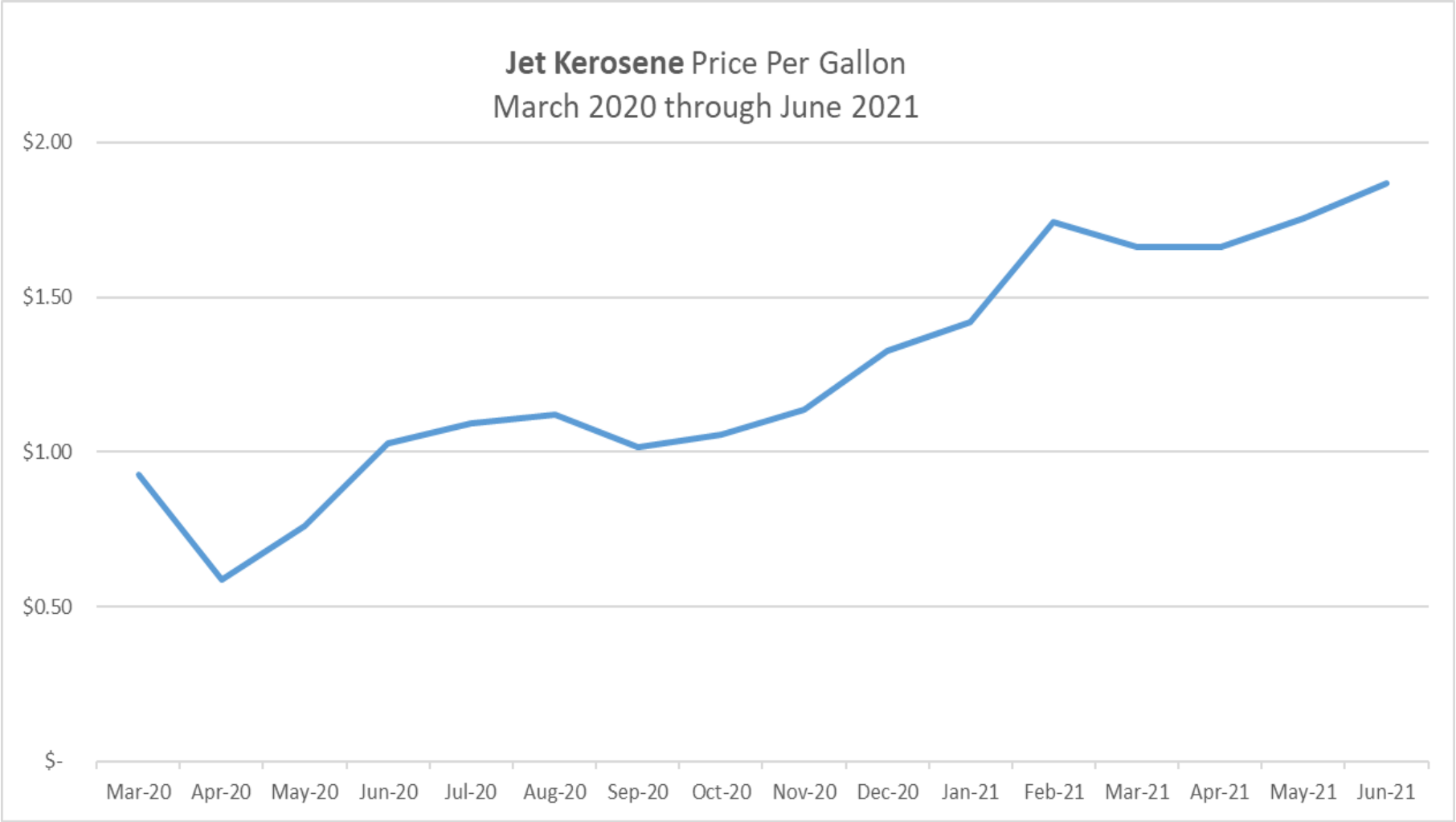


Methanex Pricing

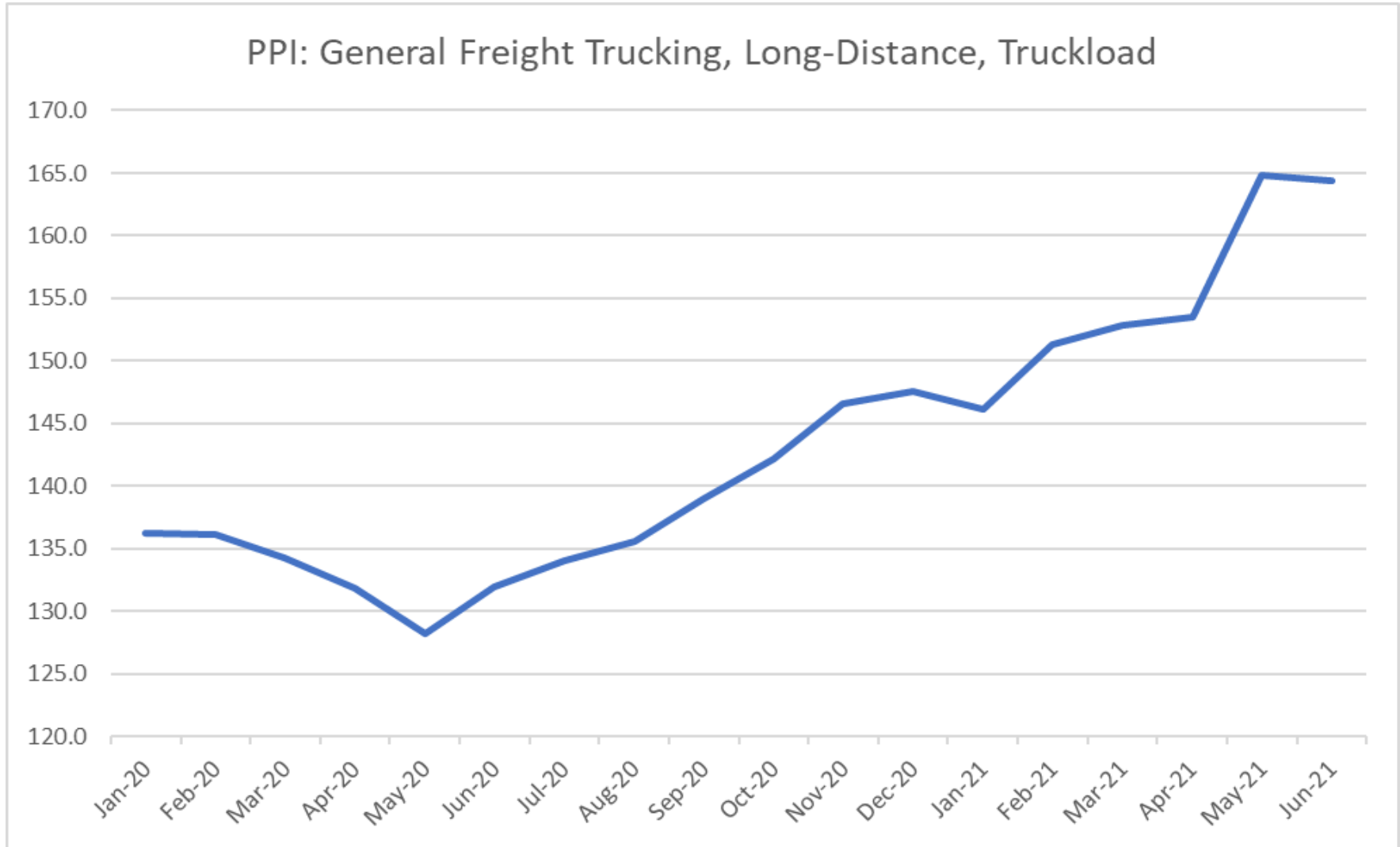
Methanex Monthly Average NA Posted Contract Price in \$/GAL
January 2020 - June 2021



Jet Kerosene Pricing

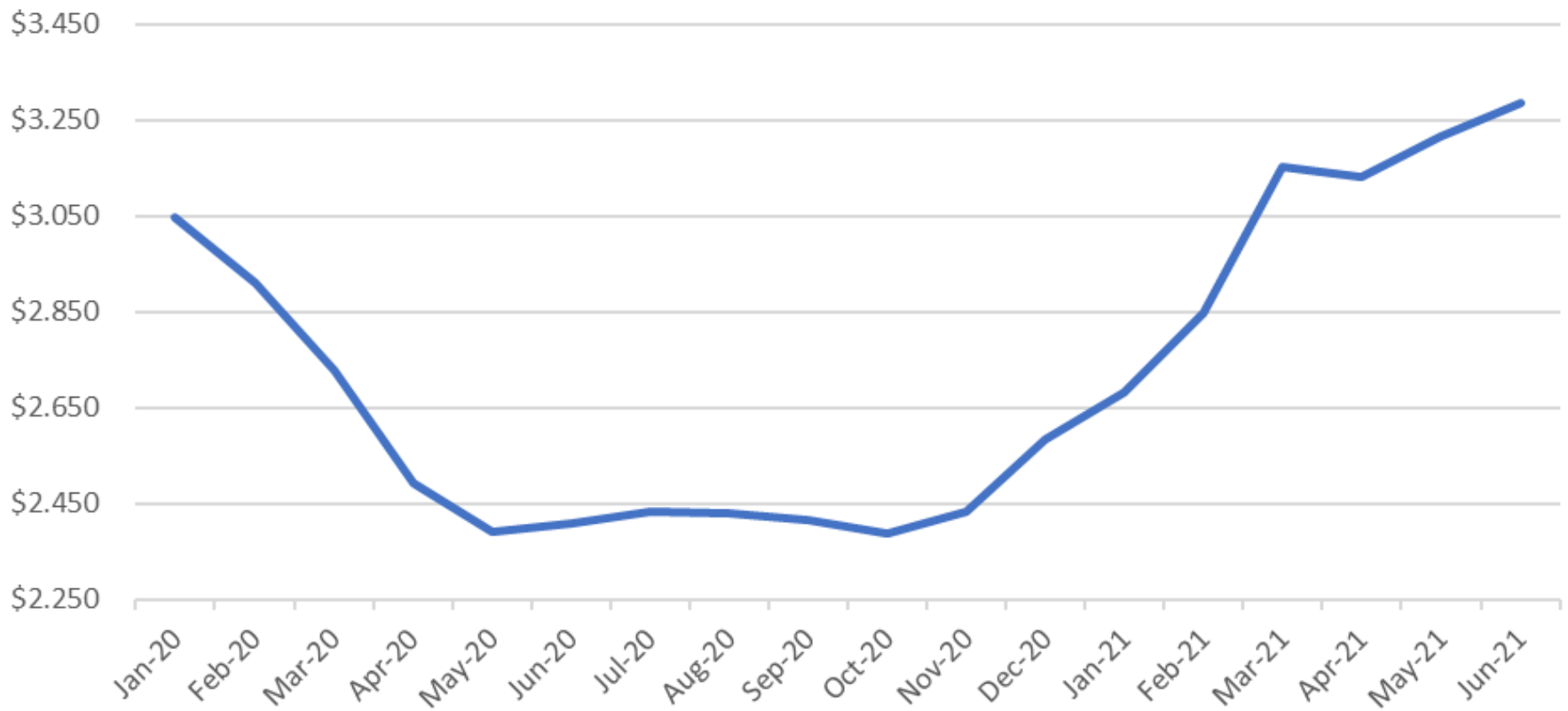


PPI: General Freight Trucking, Long-Distance Truckload Pricing



On-Highway Diesel Pricing

Monthly US No. 2 **Diesel** Prices in \$/GAL
as published by the US Energy Information Administration
January 2020 - June 2021



Transportation Crisis - 2021

The State of Transportation in 2021

Much like 2017-18, Transportation in the U.S. (and Worldwide) is in Crisis

- The Economy is Recovering from the Covid-19 Pandemic
- Global Supply Chains have been Disrupted due to the Pandemic
- February Weather in TX has Created Raw Material Shortages Increasing Truck Demand
- Many Truck Drivers Left the Market in 2020 and Have been Slow to, or Have Not Returned
- Railroads Continue to Face Crew Shortages due to the Pandemic, Prior Layoffs, and Retirements
- The Crisis we are Facing is Across All Modes of Transportation
- There are More Loads Needing to Be Shipped Than Available Assets to Move Them
- Carriers are Often Booked out 2-3 Weeks or More for Truckload Freight
- Loads are Often Dropped or Delayed at the Last Minute Due to Prior Load Pickup / Delivery Delays, or More Desirable Freight

RM Delays from Foreign Ports due to COVID and Trucking

Shortage of truckers at ports

Container Drayage Challenges for SAV and East Coast Ports:

- Truckers are booked 3-4 weeks out
- Chassis shortage due to rapid growth and increased container volumes
- Ports are pleading for chassis and empty containers to be returned timely
- Ocean carriers are limiting the amount of days the containers can sit at the terminal
- Demurrage and detention charges are increasing due to lack of trucker availability

Port of Yantian - COVID cases detected amongst terminal workers

Below is the recent status of the Port of Yantian and the expected impact to outbound shipments from this area.

- An asymptomatic COVID-19 infection case was detected from regular nucleic acid test in the West Port of Hutchison Ports, Yantian on May 21, 2021, the port of Yantian had taken prompt required measures with cooperating with relevant government departments to carry out nucleic acid tests for its staff members and additional 5 staff were confirmed as positive.
- Due to this incident, the operation of the 3 berths at West Port have been suspended for disinfection.
- RE: overall port operation, it maintains normal operations with its 17 deep-water container berths, container yard and gatehouses operations.
- From early morning on May 25, the traffic outside Yantian Terminal (YICT) has been heavily jammed and the trucks have been waiting for getting in/out from the terminal more than 10 hours, and the waiting queue is over 5 km. It's caused by:
 - As West Port of Yantian has been suspended, there's lack of area for accepting new containers.
 - The terminal is now taking nucleic acid testing for every driver, which brings about lower level of operation efficiency.
 - There is lack of labors due to segregation.

There continues to be spread of COVID-19 in Guangdong province. As a result, the container return restriction in Yantian has been extended from 5/28 to 5/30. Full containers will not be allowed into the restricted terminals until Sunday the 30th at this point.

Ports in China still having COVID issues

RM Delays due to Ocean Shipments at Capacity

Global Update: OCEAN MARKET DEMAND & CAPACITY INDEX

Prepared by Expeditors Global Ocean | May 24, 2021



Ports in China are at full capacity, delaying shipments

Here are some of the other details released by the port authorities:

- YITC has announced 6:00 p.m, local time, today on May 27 that the restriction of not accepting the laden containers will not end on the initial planned date, and **it will be continued till 23:59 on May 30.** (The official notice in Chinese <https://mp.weixin.qq.com/s/-HxAZJaHceguTirWeXGDSw>)
- The current YITC status:
 - Density (Capacity): 100%
 - Waiting time for berthing: average 10 hours
 - Productivity level: 20%
 - Crew change arrangement is NOT allowed.

Transportation Crisis – SNF Response

What SNF is Doing to Help Deal With the Crisis

- Seeking Every Opportunity to Expand Our Carrier Base / Capacity Where Possible
 - Opportunities are Limited as All Carriers are Tight on Capacity
 - Carriers Must Still “Qualify” Under SNF’s RCMS Requirements
- Heavily Utilizing Intermodal Shipping {Truck to Rail, Rail for Long Haul, Truck to Delivery}
 - Packaged Goods to West Coast U.S. and Canada
 - Liquid Bulk to the West, Northeast and Mid-West U.S.
- Maximizing Bulk Rail Shipping and Transloading Where Possible
- Dedicated Drivers Where it Makes Sense
 - Satellite Plants – Taylor, Dolton, Wayne, LA
 - Local Delivery on Key Intermodal Lanes, Certain Regional Customer Accounts
- Seeking Opportunities for Improvement to Become a Preferred Shipper with Drivers
 - Minimize Time On Site for Drivers
 - Increase Driver Amenities On Site
 - Treat All Truck Drivers Like the Precious Resource They Are
- **PAYING HIGHER FREIGHT RATES**
 - Freight Rates up 6 – 10% on Average
 - Often Having to Pay Spot Premiums of \$2,500 or More to Cover Loads

2021 Market Outlook

- SNF expects RM pricing to **remain high** in Q3-2021
- RM interruptions to have an impact for many months as SNF tries to catch up on delayed volumes
- Demand still strong and unknown demand for Q3-2021
- Continued pressure upward on oil prices
- Continued pressure on freight, pushing prices higher
- Q4-2021 uncertainty

U.S. Municipal Market

- The U.S. Municipal Water Treatment infrastructure is critical and vital to our nation's health. SNF POLYDYNE makes every effort to ensure that polymer ships to Municipal Water Treatment facilities
- What can the Municipal Water Treatment facility do to ensure uninterrupted supply of polymer?
 - Expect and plan for transportation delays
 - Extend hours for deliveries
 - Communicate with POLYDYNE Sales and Customer Service representatives
 - Forecast your polymer demand and order four to five weeks out
 - Immediately notify your POLYDYNE Sales representative if your demand changes

SNF POLYDYNE wishes to Thank You!

Questions?

Visit us at: polydyne.snf.com

Exhibit D
(to the Third Amendment)

Polydyne Quote dated 7/25/22

July 25, 2022

Dan Ybarra
Operations Supervisor
City of North Las Vegas
Water Reclamation Facility
2580 N Betty Ln
North Las Vegas, NV 89115

Subject: Polymer Price Quotation

Dear Mr. Ybarra

Please see the price quote below:

Product	Package	Unit Price
WE-1154	Full Bulk Loads (45,000 lbs.)	\$1.98/Lb.

The following price is effective on Oct 1, 2022.

*Freight and Tariff Surcharge May Apply

Payment Terms: Net 30 days – No Discounts

Thank you for your business. If you have any questions, please feel free to contact Dallas Parker, Technical Sales Representative, at (801) 682-0550 or at (912) 880-2055. To place an order, please call our Customer Service Department at (800) 848-7659 or visit our website at www.polydyneinc.com.

Best regards,



Boyd Stanley
Vice-President

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

**SNF POLYDYNE
1 CHEMICAL PLANT RD
RICEBORO, GA 31323**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BL92965** Expiration Date: **08/31/2022**

Type of License: **TRUCKING**

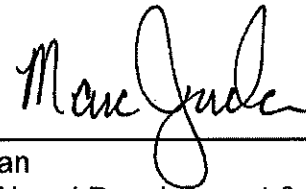
Classification: **TRUCKING**

Business Location: **SNF POLYDYNE
1 CHEMICAL PLANT RD
RICEBORO, GA 31323**

Owner/Principal(s): **SNF POLYDYNE**

CITY OF
NORTH LAS VEGAS

Your Community of Choice



Marc Jordan
Director of Land Development & Community
Services

This license is not transferable
POST IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC Insurance Brokers & Consultants 350 Hudson Street – 4 th Floor New York, NY 10014	Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	CONTACT NAME: Laura Alvarez PHONE (A/C, No, Ext): 212.488.0427 E-MAIL: laura.alvarez@epicbrokers.com ADDRESS:	FAX (A/C, No): 212.488.0220
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323	INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY		25445
	INSURER B: HARTFORD FIRE INSURANCE COMPANY		19682
	INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY		22357
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		IEPICB5ZFB002	12/31/2021	12/31/2022	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$25,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		10ABR30602	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		IEELCASB5ZFD002	12/31/2021	12/31/2022	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10WNR30600	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of North Las Vegas is included as Additional Insured where required by written contract with respects to liability arising out of the Named Insured operations per terms and conditions of the above referenced policies.

CERTIFICATE HOLDER**CANCELLATION**

City of North Las Vegas
 2250 Las Vegas Blvd., North
 North Las Vegas,, NV 89030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

1

© 1988-2014 ACORD CORPORATION. All rights reserved.