

AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES ("Agreement") is made _____, 2015, between between POLYDYNE INC. ("Contractor"), whose address is 1 Chemical Plant Road, Riceboro, GA 31323, and telephone number is 800-848-7650 and the City of Stockton, a municipal corporation ("City").

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Goods to be provided and services to be performed. Contractor shall provide the goods and perform the services as set forth on the attached Exhibit A incorporated herein by reference Contractor shall begin providing the goods/performing the services by July 1, 2015 and complete providing the goods/performing the services by June 30, 2016; provided, however, the parties may agree to change the beginning or ending date(s).

2. Compensation. For the goods and services under this Agreement, City shall pay Contractor the sum of \$0.16 per pound (\$1.346 per gallon) for Polymer NW-127.

3. Method of Payment. City shall pay Contractor within 30 days from the date Contractor's invoices are approved by the City Manager. Contractor shall submit monthly invoices.

4. Maintenance. Contractor shall maintain the goods as set forth in Exhibit A at a cost as set forth in Exhibit A. Contractor shall respond to calls for required maintenance from City personnel within 24 hours of the call; required maintenance occurs when the self check system fails to perform any of its functions. If Contractor is unable to resolve routine maintenance issues by phone within 48 hours, Contractor shall provide to City Operations personnel a resolution report indicating how and when the Contractor intends to resolve the issue. Within the period of the maintenance agreement, Contractor shall implement all software and firmware upgrades to the goods identified in Exhibit A at no cost to City. If software and firmware upgrades require a hardware upgrade, Contractor shall provide the upgraded hardware at no cost to the City. City personnel shall review and approve any upgrades prior to their installation.

5. Warranty. Contractor warrants that for one year the goods installed shall be free of defects in materials and workmanship. The one year period shall begin upon the date the City provides in writing to Contractor acceptance of the goods. The warranty under this section shall provide coverage equal to or greater than those warranties that are customary in the industry and, at a minimum, include all parts and labor,

6. Indemnification. Contractor shall indemnify, save and hold harmless from and defend the City, members of the City Council and employees, agents and volunteers, against any and all claims, costs, demands, causes of action, suits, losses, and expense, including

attorneys fees, arising from or out of acts or omissions of Contractor, its officials, employees, agents or sub-contractors, in connection with the goods and services that the Contractor is to provide/perform under this Agreement, except where caused by the active or sole negligence of City, or City's willful misconduct.

7. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage set forth on the attached Exhibit B and shall otherwise comply with the provisions of Exhibit B.

8. Business License. Prior to its execution of this Agreement, Contractor shall obtain a City business license.

9. Audit. City reserves the right to periodically audit all charges for good and services provided by Contractor.

10. Ownership of Goods. All goods accepted by the City shall be the property of the City.

11. Changes to the Agreement. This Agreement may not be modified except in writing by both parties.

12. Applicable Law. This Agreement shall be governed by the laws of the State of California and venue for any action brought in state court shall be in the Superior Court, County of San Joaquin, Stockton Branch or, for actions brought in federal court, the United States District Court for the Eastern District of California, Sacramento Division.

13. Non-Assignability. Contractor shall not assign or transfer this Agreement or any interest or obligation in this Agreement without the prior written consent of the City and then only upon such terms and conditions as City may set forth in writing.

14. Notices. All notices herein required shall be in writing and shall be sent certified or registered mail, postage prepaid, addressed as follows:

To Contractor: Polydyne Inc.	To City:	City Manager
Attn: _____		City of Stockton
1 Chemical Plant Road		425 N. El Dorado St.
Riceboro, GA 31323		Stockton, CA 95202

15. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State and Municipal laws, rules and ordinances. Contractor shall not discriminate in the employment of persons or in providing services under this Agreement on the basis of any legally protected classification including race, color, national origin, sex or religion of such person.

16. Miscellaneous Provisions.

a. City may terminate this Agreement at any time by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of goods provided / services provided when notice is received.

b. Contractor shall not assign or transfer this Agreement.

c. In the performance of this Agreement, Contractor, its employees and agents shall have the status of an independent contractor and not as an employee of the City for any purpose.

d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

e. This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF STOCKTON

CONTRACTOR

City Manager

By: _____
Signature

Print name

ATTEST:

Title: _____

City Clerk

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

APPROVED AS TO FORM:

City Attorney

By: _____
Signature

Print name

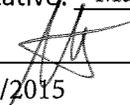
Title: _____

STANDARD AGREEMENT, PAGE 1 OF 2
BAY AREA CHEMICAL CONSORTIUM
BID NO. 11-2015
SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT POLYMERS

Bay Area Chemical Consortium (BACC)
c/o Dublin San Ramon Services District
Regional Wastewater Treatment Facility
7399 Johnson Drive
Pleasanton, CA 94588

Dear Sirs:

I hereby agree to furnish water and wastewater treatment polymers identified in the attached bid forms, as solicited by the Bay Area Chemical Consortium (BACC), to one or more of the participating BACC Agencies.

Company: Polydyne Inc.
Address: 1 Chemical Plant Road
City, State, ZIP: Riceboro, GA 31320
Phone: (912) 880-2035
Email: PolyBidDpt@snfhc.com
Authorized Representative: Mark Schlag, Vice-President
Signature: 
Date: 4/9/2015

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER 1 THROUGH 3.

SPECIFIC DEVIATIONS (if applicable, attach additional sheets if necessary):

STANDARD AGREEMENT, PAGE 2 OF 2**BIDDER INFORMATION**

1. Legal Name of Bidder:
Polydyne Inc.
-
2. Bidder's Street Address:
1 Chemical Plant Road, Riceboro, GA 31323
-
3. Mailing Address:
P.O. Box 279, Riceboro, GA 31323
-
4. Business Telephone: (912) 880-2035 Fax Number: (912) 880-2078
5. Type of Supplier:
 Sole Proprietor Partnership Corporation
 If Corporation, indicate State where incorporated: _____
6. Business License Number issued by the City where the Supplier's principal place of business is located.
 Number: 124940LGB Issuing City: City of Atlanta, GA
7. Supplier Federal Tax Identification Number: 34-1810283
8. Emergency Contact: Name: Rawlin Castro, Sr. Technical Sales Representative
 Phone Number: (415) 218-6089
9. Order Contact: Name: Vicky Howell, Customer Service Representative (Ext. 8719)
 Address: 1 Chemical Plant Road, Riceboro, GA 31323
 Phone Number: (800) 848-7659 Fax Number: (912) 880-2078
 Email: PolyBidDpt@snfhc.com
10. References:
- | <u>Company/Agency Name</u> | <u>Contact Name</u> | <u>Phone Number</u> |
|---------------------------------|----------------------|-----------------------|
| 1) <u>City of Fresno, CA</u> | <u>Glenn Holder</u> | <u>(559) 621-5170</u> |
| 2) <u>City of Sunnyvale, CA</u> | <u>Bryan Berdeen</u> | <u>(408) 730-7261</u> |
| 3) <u>City of Hayward</u> | <u>Ray Busch</u> | <u>(510) 293-5212</u> |
11. Chemical Manufacturer's name and address (if different from Bidder):
Polydyne Inc. is the chemical manufacturer.
-
-

**Non-Collusion Affidavit
To Be Executed By Bidder and Submitted With Bid**

Georgia
State of ~~California~~)
) ss.
County of Liberty)

Mark Schlag, being first duly sworn, deposes and says that he or she is
(Contractor's Authorized Representative)

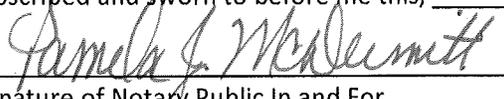
Vice-President of Polydyne Inc. the party making the
(Title of Representative) (Contractor's Name)

Foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bid, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.


Signature of: President, Secretary, **Vice-President**
Manager, Owner, or Representative

Subscribed and sworn to before me this, 9th Day of April, 20 15


Signature of Notary Public In and For

The County of Chatham
State of Georgia

Pamela J. McDermitt
Notary Public
/ Commission Expires July 28, 2016

All Signatures Must Be Witnessed By Notary

REVISED BID FORM
BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 11-2015, PAGE 1 OF 5

Sealed bids must be enclosed in an envelope clearly marked:

“BID FOR WATER AND WASTEWATER TREATMENT POLYMERS BACC BID NO. 11-2015”

And delivered to:

Louanne Ivy
Administrative Analyst – Operations
Dublin San Ramon Services District
Regional Wastewater Treatment Facility
7399 Johnson Drive
Pleasanton, CA 94588

No later than 9:00 A.M. PDT
Tuesday, April 14, 2015

Business Name: Polydyne Inc.

Business Address
1 Chemical Plant Road
Riceboro, GA 31323

Telephone Number: (912) 880-2035

Facsimile Number: (912) 880-2078

Email Address: PolyBidDpt@snfhc.com

Authorized Representative (Please Print):
Mark Schlag, Vice-President

Date: 4/9/2015

I. All costs except California State sales tax for the purchase of water and wastewater treatment polymers must be included in the amount shown below on this Bid Form, including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids in both \$/gallon and \$/lb.

II.

BACC Agencies: North Bay Locations

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
Central Contra Costa Sanitary District	Polydyne Clarifloc WE-385	\$ <u>6.783</u> /gallon 8.5 Lbs./Gal	\$ <u>0.798</u> /LB
Central Contra Costa Sanitary District	Zetag 8819	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
Contra Costa Water District **See alternate pricing below.	Polydyne Clarifloc C4410 or Equivalent	\$ <u>3.145</u> /gallon 8.5 Lbs./Gal.	\$ <u>0.370 *</u> /LB * > 40,000 Lb. Bulk
Contra Costa Water District	Polydyne N3300-P or Equivalent	\$ <u>N/A</u> /gallon ^{Dry Polymer}	\$ <u>1.940</u> /LB
Delta Diablo	Polydyne WE-223 Dry Polymer	\$ <u>N/A</u> /gallon ^{Dry Polymer}	\$ <u>1.960</u> /LB
Delta Diablo	Polydyne WE-363 Liquid Polymer	\$ <u>10.030</u> /gallon 8.5 Lbs./Gal.	\$ <u>1.180</u> /LB
Ironhouse Sanitary District	Polydyne WE-1265	\$ <u>10.030</u> /gallon 8.5 Lbs./Gal.	\$ <u>1.180</u> /LB
Town of Discovery Bay Community Services District	Praestol K279FLX	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB

** Contra Costa Water District Polydyne Clarifloc C4410 \$3.485/Gal. and \$0.41/Lb. for < 40,000 Lb. Bulk
Page 11 of 15

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 11-2015, PAGE 2 OF 5**

BACC Agencies: East Bay Locations

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
City of Hayward	Polydyne WE-1265	\$ <u>7.378</u> /gallon 8.5 Lbs./Gal.	\$ <u>0.868</u> /LB
City of Hayward	Polydyne C-6292	\$ <u>7.378</u> /gallon 8.5 Lbs./Gal.	\$ <u>0.868</u> /LB
City of Hayward	Zetag 8818	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
City of Hayward	Zetag 8816	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
Oro Loma Sanitary District	Polydyne WE-200	\$ <u>10.030</u> /gallon 8.5 Lbs./Gal.	\$ <u>1.180</u> /LB
Oro Loma Sanitary District	Polydyne WE-1265	\$ <u>7.378</u> /gallon 8.5 Lbs./Gal.	\$ <u>0.868</u> /LB
Union Sanitary District	Polydyne C-6267	\$ <u>6.783</u> /gallon 8.5 Lbs./Gal.	\$ <u>0.798</u> /LB
Union Sanitary District	Polydyne WE-539	\$ <u>1.346</u> /gallon 8.41 Lbs./Gal.	\$ <u>0.160</u> /LB
Union Sanitary District	Zetag 8819	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB

BACC Agencies: Tri-Valley Locations

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
City of Livermore	Kemira PAX-XL19	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
City of Livermore	CalChem CC2000	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
City of Livermore	Zetag 8818	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
City of Livermore	Polydyne WE-200	\$ <u>6.783</u> /gallon 8.5 Lbs./Gal.	\$ <u>0.798</u> /LB
Dublin San Ramon Services District	Kemira PAX-XL8 - Bulk	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
Zone 7 Water Agency	Aries Tek Ltd. Superflock A-100 Dry Anionic Polymer	N/A	\$ <u>N/A</u> /55 LB BAG
Zone 7 Water Agency	SNF Polydyne Clarifloc A-3310 Dry Anionic Polymer	\$ <u>N/A</u> /gallon ^{Dry Polymer}	\$ <u>1.940</u> /LB
Zone 7 Water Agency	Nalco CatFloc LS - Bulk	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
Zone 7 Water Agency	Nalco CatFloc 8102 PLUS - Bulk	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 11-2015, PAGE 3 OF 5**

BACC Agencies: Tri-Valley Locations

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
Zone 7 Water Agency	SNF Polydyne Clarifloc C-308P 20%	\$ <u>3.870</u> /gallon 8.6 Lbs./Gal.	\$ <u>0.450</u> /LB
Zone 7 Water Agency	Kemira PAX-XL19	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
Zone 7 Water Agency	CalChem CC2000	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
Zone 7 Water Agency	Sumaclear 1000	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
Zone 7 Water Agency	Hyper+lon 1090	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
Zone 7 Water Agency	SWT 2000	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
Zone 7 Water Agency	SNF Polydyne A210-P	\$ <u>9.856</u> /gallon 8.8 Lbs./Gal.	\$ <u>1.120</u> /LB
Zone 7 Water Agency	Nalclear 7766 Plus (totes)	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
Zone 7 Water Agency	General Electric AE1115P	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB

BACC Agencies: Peninsula Locations

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
City of Daly City/North San Mateo County Sanitation District	Polydyne C-9530	\$ <u>10.030</u> /gallon 8.5 Lbs./Gal.	\$ <u>1.180</u> /LB
City of Daly City/North San Mateo County Sanitation District	Polydyne WE-267	\$ <u>N/A</u> /gallon ^{Dry} polymer	\$ <u>1.960</u> /LB
City of Daly City/North San Mateo County Sanitation District	Polydyne WE-289	\$ <u>6.160</u> /gallon 11.2 Lbs./Gal.	\$ <u>0.550</u> /LB
City of Daly City/North San Mateo County Sanitation District	Polydyne WE-526	\$ <u>10.030</u> /gallon 8.5 Lbs./Gal.	\$ <u>1.180</u> /LB
City of South San Francisco	Polydyne WE-527	\$ <u>7.378</u> /gallon 8.5 Lbs./Gal.	\$ <u>0.868</u> /LB
City of South San Francisco	Polydyne WE-984	\$ <u>9.856</u> /gallon 8.8 Lbs./Gal.	\$ <u>1.120</u> /LB
City of South San Francisco	Zetag 8819	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 11-2015, PAGE 4 OF 5**

BACC Agencies: Central Valley Locations

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
City of Fresno	Polydyne Clarifloc WE-200	\$ <u>6.783</u> /gallon 8.5 Lbs./Gal.	\$ <u>0.798</u> /LB
City of Fresno	Zetag 8818	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
City of Manteca	Ashland Praestol K275	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
City of Merced	Polydyne WE-1338	\$ <u>10.030</u> /gallon 8.5 Lbs./Gal.	\$ <u>1.180</u> /LB
City of Stockton	Polydyne NW-127	\$ <u>1.346</u> /gallon 8.41 Lbs./Gal.	\$ <u>0.160</u> /LB
City of Stockton	Polydyne WE-906	\$ <u>10.030</u> /gallon 8.5 Lbs./Gal.	\$ <u>1.180</u> /LB
City of Stockton	CalChem CC2000	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB

BACC Agencies: Sacramento Area Locations

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
Rancho Murieta Community Services District	Memclear	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
Rancho Murieta Community Services District	SWT 2000	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB

BACC Agencies: South Bay Locations

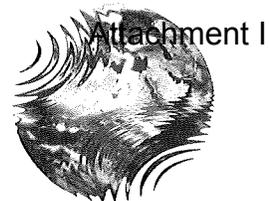
BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
City of Sunnyvale	Polydyne WE-717	\$ <u>6.783</u> /gallon 8.5 Lbs./Gal.	\$ <u>0.798</u> /LB
City of Sunnyvale	Kemira Superfloc C-1599	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB
City of Sunnyvale	Zetag 8819	\$ <u>N/A</u> /gallon	\$ <u>N/A</u> /LB

III. Bidders must submit all of the following, attached to this Bid Form:

- a. An affidavit of compliance to the appropriate American Water Works Association (AWWA) and/or National Sanitation Foundation (NSF) standard is required for all chemicals and polymers being provided for potable water treatment. Bidders must include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. In lieu of submitting an affidavit of compliance with AWWA/NSF standards and a letter attesting to the affidavit's validity, a current printout from NSF.org is acceptable.

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 11-2015, PAGE 5 OF 5**

- b. A representative analysis of the chemical to be supplied, as prepared by a reputable outside laboratory or Bidder's in-house laboratory if ISO certified.
- c. Product Bulletin and Typical Properties.
- d. Safety Data Sheet (SDS).
- e. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.



WARRANTY STATEMENT

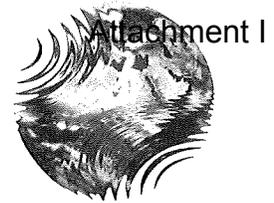
Polydyne Inc. warrants that all goods and services offered as part of Bid No. 11-2015 are readily available from the date of award through all mutually agreed upon option periods and further guarantees replacement of any defective materials during said periods in conjunction with the statements on the Product Data Sheet and Safety Data Sheet.

Polydyne Inc. is dedicated to providing our customers with quality material on a timely basis. If at any time there are questions about Polydyne Inc. products or if technical assistance is required, please contact the Polydyne representatives below:

Mr. Rawlin Castro, Sr. Technical Sales Representative
24-Hour Contact
PH: (415) 218-6089

Mr. Frank Cimino, Area Manager
PH: (909) 214-4338

Customer Service: (800) 848-7659
Monday – Friday, 8:00 A.M. – 5:00 P.M., EST



AFFIDAVIT OF COMPLIANCE

Polydyne Inc. ("Polydyne") headquartered at One Chemical Plant Road, in Riceboro, Georgia, 31323 is a wholly owned subsidiary of SNF Holding Company ("SNFHC"). Polydyne is the largest supplier of water-soluble polymers to the municipal market in the United States. In addition to Polydyne, SNFHC operates nine manufacturing plants across the United States.

Polydyne Inc. hereby certifies that all Clarifloc products offered as part of Bid No. 11-2015 comply with all bid requirements, including delivery. These products also comply with all applicable AWWA specifications for purity as well as chemical and physical requirements.

A handwritten signature in black ink, appearing to read "MS", written over a horizontal line.

Mark Schlag, Vice-President

Date: 4/9/2015

WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF POLYDYNE INC.

The undersigned, being all of the directors of Polydyne, Inc., a Delaware corporation (the "Corporation"), hereby approve and adopt the following resolutions by written consent:

Municipal Contract Authorization

RESOLVED, that Boyd Stanley, René Pich, Peter Nichols, James R. Carlson, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized, empowered and directed to bid, in the name of and on behalf of the Corporation, upon such municipal projects as he may deem appropriate; and further

RESOLVED, that Boyd Stanley, René Pich, Peter Nichols, James R. Carlson, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized and empowered to execute and deliver, in the name of and on behalf of the Corporation, all documents, instruments, certificates, agreements and papers as he may deem advisable or necessary or proper to effect the Corporation's municipal bids or the transactions contemplated thereby; and further

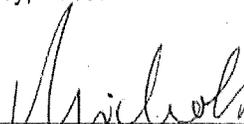
RESOLVED, that the President, Senior Vice President, Vice President, Secretary, Treasurer, and Assistant Secretary or Director of the Corporation be and hereby is authorized and empowered, and to the extent necessary or advisable, directed, to attest the execution of any document executed pursuant to these resolutions, and to affix the seal of the Corporation thereto, and to certify under seal to any municipality the adoption of these resolutions; and further

RESOLVED, that the authorizations granted under these resolutions shall expire on January 28, 2017.

IN WITNESS WHEREOF, the undersigned, constituting all of the directors of the Corporation, have executed this Consent the 28th day of January, 2015.



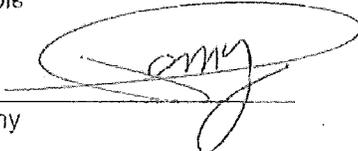
René Pich



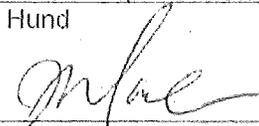
Peter Nichols



René Hund



Pascal Remy



James R. Carlson

I attest to the authenticity of this copy of the Resolution of the Board of Directors. This resolution is still valid and in effect as of date signed.



Mark Schlag, Vice-President
Date: 4/9/2015

**Polydyne Inc.
General Information**

SS: 34-1810283

State of Incorporation: Delaware

Date of Incorporation: August 21, 1995

Administrative Offices: P.O. Box 279, 1 Chemical Plant Road
Riceboro, GA 31323

Payment Address: P.O. Box 404642
Atlanta, GA 30384-4642

Board of Directors

René Pich, Pascal Remy James R. Carlson, Peter Nichols, René Hund
--

Corporate Officers

President	Peter Nichols
Senior Vice-President, Secretary	James R. Carlson
Vice President Finance, Assistant Secretary, Treasurer	Mark Schlag

***Authorized Signers-Non Officers**

Boyd Stanley	Business Manager
Bobby Wise	Controller
Ken Luke	Purchasing Director

Ownership Disclosure

Corporation	Percent Ownership	Owner
Polydyne Inc.	100	SNF Holding Company
SNF Holding Company	100	SPCM SA
SPCMSA	95	René Pich
	5	Other



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, April 07, 2015** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=37260&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Polydyne Incorporated

P.O. Box 279

Riceboro, GA 31323

United States

800-848-7659

Visit this company's website (<http://www.polydyneinc.com>)

Facility : Los Angeles, CA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-308P	Coagulation & Flocculation	50 mg/L
Clarifloc® C-318	Coagulation & Flocculation	25 mg/L
Clarifloc® C-318P	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50 mg/L
Clarifloc® C-348	Coagulation & Flocculation	25 mg/L
Clarifloc® C-358	Coagulation & Flocculation	50 mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L

Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L

Polyacrylamide[PC]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® A-210P	Coagulation & Flocculation	3 mg/L
Clarifloc® A-3301	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3308	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3310	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3320	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3333P	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3340	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3360	Coagulation & Flocculation	1mg/L
Clarifloc® A-6270	Coagulation & Flocculation	3mg/L
Clarifloc® A-6320	Coagulation & Flocculation	3 mg/L
Clarifloc® A-6330	Coagulation & Flocculation	3 mg/L
Clarifloc® A-6335	Coagulation & Flocculation	3mg/L
Clarifloc® A-6340	Coagulation & Flocculation	1 mg/L
Clarifloc® A-6355	Coagulation & Flocculation	3mg/L
Clarifloc® A-6360	Coagulation & Flocculation	3 mg/L
Clarifloc® C-3203	Coagulation & Flocculation	1mg/L
Clarifloc® C-3205	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3210	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3223	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3226	Coagulation & Flocculation	1mg/L
Clarifloc® C-3230	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3257	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3280	Coagulation & Flocculation	1 mg/L
Clarifloc® C-6203	Coagulation & Flocculation	1 mg/L
Clarifloc® C-6210	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6215	Coagulation & Flocculation	3mg/L
Clarifloc® C-6220	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6240	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6260	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6265 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® C-6266 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® N-120P	Coagulation & Flocculation	3 mg/L
Clarifloc® N-3300P	Coagulation & Flocculation	1 mg/L
Clarifloc® N-6310	Coagulation & Flocculation	3 mg/L

Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L

Facility : Pearlington, MS**Poly (Diallyldimethylammonium Chloride)(pDADMAC)**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50mg/L
Clarifloc® C-348	Coagulation & Flocculation	25mg/L
Clarifloc® C-358	Coagulation & Flocculation	50mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-398	Coagulation & Flocculation	29mg/L
Clarifloc® C-4135	Coagulation & Flocculation	29mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	71mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L

Polyamines[PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-309D	Coagulation & Flocculation	32mg/L
Clarifloc® C-309P	Coagulation & Flocculation	20mg/L
Clarifloc® C-319	Coagulation & Flocculation	20mg/L

Exhibit B:
Insurance Requirements
(Chemical Vendor - Polymer)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability (AL):** ISO Form Number CA 00 01 covering any auto (Code 1) with combined single limits of liability of no less than **\$1,000,000** per accident for bodily injury and property damage, including **MCS90** endorsement form.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- ***Additional Insured Status***
The *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* are to be covered as additional insureds on the CGL and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at**

least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers*. Any insurance or self-insurance maintained by the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Contractor's insurance coverage to sole negligence.

- **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

- **Waiver of Subrogation**

Contractor hereby grants to the City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

- **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

- **Claims Made Policies**

If any of the required policies provide claims-made coverage:

- The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.
- **Verification of Coverage**
Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.
- **Special Risks or Circumstances**
The City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
- **Certificate holder address**
Proper address for mailing certificates, endorsements and notices shall be:
 - City of Stockton
 - Attention: Risk Services
 - 425 N. El Dorado Street
 - Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

- **Maintenance of Insurance**
If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.
- **Subcontractors**
If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.