

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of June 2023, amends the Agreement entered into between the CITY OF FRESNO, a municipal corporation (City), and SNF Polydyne, Inc., a Delaware corporation (Contractor).

RECITALS

The City and Contractor entered into an Agreement, dated September 19, 2019, for a requirements contract for Cationic Polymer for \$1,830,000 per year for two years, (Agreement); and

The Agreement purchased the Cationic Polymer through a City of Livermore agreement as a cooperative purchase; and

The City of Livermore entered into a first amendment with Contractor to extend the term of the agreement for a one-year term with an optional one-year extension; and

The City and Contractor extend the term of the Agreement consistent with Livermore's first amendment, for one-year with an optional one-year extension; and

The City entered into a first amendment with Contractor to increase the contract price to not to exceed \$3,754,200, for a total contract value of \$8,039,364.56.

The City and Contractor desire to increase the contract price to not to exceed \$1,106,000, for a total contract value of \$9,145,364.56.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. The contract price shall be increased by \$1,106,000, for a total contract value of \$9,145,364.56.

2. In the event of any conflict between the body of this Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

3. Except as otherwise provided herein, the Agreement dated September 19, 2019 and the First Amendment to Agreement dated October 4, 2021 entered into by the City and Contractor, remain in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

By: _____
Brock D. Buche, PE, PLS, Director
Department of Public Utilities

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Angela M. Karst 6/7/2023
Angela M. Karst
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Clerk Attesting
Deputy

Addresses:
CITY:
City of Fresno
Attention: Cory Asher
5607 W Jensen Ave. Fresno, CA 93706
Telephone No. 559-621-5170
FAX: 559-498-1700

SNF Polydyne, Inc.,
A Delaware corporation

By: Boyd Stanley 6/7/2023

Name: Boyd Stanley

Title: Sr. Vice-President
(If corporation or LLC., Board Chair, Pres.
or Vice Pres.)

By: Mark Schlag 6/7/2023

Name: Mark Schlag

Title: Vice-President
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

CONSULTANT: SNF Polydyne, Inc.,
Attention: Boyd Stanley
1 Chemical Plant Road Riceboro, GA 31323
Phone: 912-880-2035
FAX: 912-880-2078