



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: March 12, 2026

INVITATION TO BID #26-2026 Magnesium Hydroxide Odor Control Chemicals

Bid Opening Date: March 26, 2026

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **3/26/2026**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Fayette and or Jeassamine Counties

<input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<p align="center">Check One:</p> <p align="center">Proposed Delivery: 7-10 days after acceptance of bid.</p>
<p>Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes _____ No</p>	

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Citco Water

Firm Name
740 Enterprise Drive 740 Enterprise Dr

Address
Lexington, KY 40510
City, State & Zip

Bid must be signed: Dustin Dixon General Manager
Signature of Authorized Company Representative – Title

Dustin Dixon Dustin Dixon
Representative's Name (Typed or printed)

859-551-9474 859-259-1171
Area Code - Phone – Extension Fax #

dustin.dixon@citcowater.com dustin.dixon@citcowater.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Dustin Dixon, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Dustin Dixon and he/she is the individual submitting the bid or is the authorized representative of Citco Water the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. _____

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the 25 day of March, 2026.



My Commission expires: April 4, 2033

Deborah L. Bailey
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Green Seal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

- or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
 - F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
 - G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
 - H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
 - I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
 - J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
 - K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
 - L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
 - M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
 - N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
 - O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
 - P. All material furnished hereunder must be in full compliance with OSHA regulations.
 - Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
 - R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
 - S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status.
 - T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The contractor is required to comply to the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain

his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for one **(1)** year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **3-(1)** year renewal periods. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - 0 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - 0 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Dustin Dixon
Signature

Citco Water
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be

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LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a

determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 26-2026

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately.

Failure to submit a completed form may cause rejection of the bid.

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. None				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

CITCO Water

Company

3/26/2026

Date

Dustin Dixon

Company Representative

General Manager - Midwest Region

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 26-2026

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. None					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

CITCO Water

Company

3/26/2026

Date

Dustin Dixon

Company Representative

General Manager - Midwest Region

Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	<u>CITCO Water</u>	Date:	<u>03/26/2026</u>
Project Name:	<u>26-2026</u>	Project Number:	<u></u>
Contact Name:	<u>Dustin Dixon</u>	Telephone:	<u>859-551-9474</u>
Email:	<u>dustin.dixon@citcowater.com</u>		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes No

If yes, indicate all certification type(s):

DBE MBE WBE SBE VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.

- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.
- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good

Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

Type text here

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

CITCO Water

Company

3/26/26

Date

Dustin Dixon

Company Representative

General Manager - Midwest Region

Title

4870-1925-6809, v. 1

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.

d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.

- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00357187



#26-2026 MAGNESIUM HYDROXIDE SUPPLY AND SERVICES
LFUCG Division of Water Quality

CITCO Water
740 Enterprise Drive
Dustin Dixon, General Manager – Midwest Region
800-999-3484
dustin.dixon@citcowater.com
March 26, 2026

Solutions driven. Commitment given.

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Morgantown, WV • Fort Mill, SC • Bristol, VA • Nicholasville, KY • Pineville, NC

800.999.3484 CitcoWater.com



EXECUTIVE SUMMARY

CITCO Water, in partnership with **Martin Marietta Magnesia Specialties**, is pleased to submit this proposal to provide magnesium hydroxide supply and full-service odor and corrosion control for LFUCG.

CITCO Water brings extensive experience supporting municipal utilities with chemical programs, equipment integration, and field service across water and wastewater applications. While our historical experience includes multiple odor and corrosion control chemistries, we have partnered with Martin Marietta—an industry leader in magnesium hydroxide solutions—to deliver a proven, high-performance program tailored specifically to LFUCG’s application.

This partnership provides LFUCG with:

- **A locally responsive service provider (CITCO)**
- **A best-in-class magnesium hydroxide product and application expertise (Martin Marietta)**
- **A fully supported, turnkey chemical feed and optimization program**

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800.999.3484 CitcoWater.com



REFERENCES

Magnesium Hydroxide Application – Partner Experience

Reference 1

Utility: Town of Clarksville, IN
Address: 2000 Broadway St Clarksville, IN 47129
Contact Name: Matt Taylor
Phone: (502) 609-0724
Email: mtaylor@townofclarksville.com

Reference 2

Utility: Kent County, DE
Address: 139 Milford Neck Rd, Milford, DE 19963
Contact Name: Barb Dorsey
Phone: (302) 335-6000 x-222
Email: barbara.dorsey@co.kent.de.us

Reference 3

Utility: South Monmouth RSA, Wall Twp, NJ
Address: 1235 18th Ave Wall Twp, NJ 07719
Contact Name: Ryan Krause
Phone: (732) 558-5765
Email: rkrause@smrsa.org

CITCO Water Corrosion & Odor Control Service/Program Experience

Reference 4

Utility: Sanitation District #4
Address: 239 W Little Garner Road, Ashland, KY 41102
Contact Name: Gary Helton, Utility Director
Phone: - (606) 928-3936
Email: ghelton@bcasd4.com

Reference 5

Utility: Frankfort Municipal Sewer Board KY
Address: 1200 Kentucky Ave, Frankfort, KY 40601
Contact Name: Mark Luttrell
Phone: (502) 875-2448
Email: mluttrell@frankfort.ky.gov

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PRODUCT SPECIFICATIONS

Product Trade Name: FloMag® Magnesium Hydroxide

The magnesium hydroxide slurry supplied by CITCO Water/Martin Marietta Magnesia Specialties will meet or exceed all LFUCG specifications:

Description	Response
Magnesium Hydroxide Concentration (%)	60%
Minimum Bulk Density (lbs/gallon)	12.8
Active Chemical (lbs/gallon)	7.7
Equivalent CaCO ₃ Alkalinity (lbs/gallon)	13.2
pH Range	10

Statement: The product is manufactured under strict quality control standards, and both CITCO Water and Martin Marietta guarantee compliance with all specified requirements for the duration of the contract.

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FloMag[®] Magnesium Hydroxide

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Date of issue: 04/18/2014

Revision date: 03/02/2021

Supersedes: 08/01/2019

Version: 1.4

SECTION 1: Identification

1.1. Identification

Product form : Substance
Trade name : FloMag[®] H
FloMag[®] HUS
Chemical name : magnesium hydroxide slurry
CAS-No. : 1309-42-8
Formula : Mg(OH)₂
Other means of identification : Magnesium dihydroxide, Magnesium hydroxide, Magnesium(II) hydroxide, milk of magnesia

1.2. Recommended use and restrictions on use

Use of the substance/mixture : For use in industrial applications such as industrial process streams and industrial and municipal wastewater treatment.

1.3. Supplier

Martin Marietta Magnesia Specialties
1800 Eastlake Road
Manistee, Michigan 49660 - USA
T +001 410 780 5500

1.4. Emergency telephone number

Emergency number : CHEMTREC, U.S.: 1-800-424-9300 INTERNATIONAL: +1-703-527-3887 Available 24/7

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS US classification

Not classified

2.2. GHS Label elements, including precautionary statements

GHS US labeling

No labeling applicable

2.3. Other hazards which do not result in classification

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/Information on ingredients

3.1. Substances

Substance type : Mono-constituent
Name : FloMag[®] Magnesium Hydroxide
CAS-No. : 1309-42-8

Name	Product identifier	%	GHS US classification
Magnesium hydroxide	(CAS-No.) 1309-42-8	53 - 62	Not classified
Water	(CAS No) 7732-18-5	38 - 47	Not classified

3.2. Mixtures

Not applicable

SECTION 4: First-aid measures

4.1. Description of first aid measures

First-aid measures after inhalation : If inhaled and if breathing is difficult, remove victim to fresh air and keep at rest in a position comfortable for breathing.

FloMag[®] Magnesium Hydroxide

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First-aid measures after skin contact	: Not expected to be an irritant. Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse.
First-aid measures after eye contact	: Rinse immediately with plenty of water. Obtain medical attention if pain, blinking or redness persists.
First-aid measures after ingestion	: Rinse mouth. Do NOT induce vomiting.

4.2. Most important symptoms and effects (acute and delayed)

Symptoms/effects	: Not expected to present a significant hazard under anticipated conditions of normal use.
Symptoms/effects after inhalation	: Inhalation may cause: irritation, cough, shortness of breath.
Symptoms/effects after skin contact	: None under normal conditions.
Symptoms/effects after eye contact	: May cause eye irritation.

4.3. Immediate medical attention and special treatment, if necessary

No special procedures required.

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

Suitable extinguishing media	: Not combustible. If there is a fire close by, use suitable extinguishing agents. Water fog. Carbon dioxide. Dry powder. Foam.
Unsuitable extinguishing media	: None known.

5.2. Specific hazards arising from the chemical

Fire hazard	: If magnesium hydroxide is heated to the point of decomposition (>350 °C), it forms magnesium oxide and water. If magnesium oxide is heated to the point of volatilization (i.e., >1700 °C), magnesium oxide fumes may be generated.
Explosion hazard	: Product is not explosive.
Reactivity	: Reacts with : Incompatible materials.

5.3. Special protective equipment and precautions for fire-fighters

Firefighting instructions	: Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Do not allow run-off from fire fighting to enter drains or water courses.
Protection during firefighting	: Do not enter fire area without proper protective equipment, including respiratory protection.
Other information	: No additional risk management measures required.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Protective equipment	: Avoid contact with skin and eyes. Chemical goggles or safety glasses.
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6.1.2. For emergency responders

Protective equipment	: Avoid contact with skin and eyes. Chemical goggles or safety glasses. Wear suitable gloves.
----------------------	---

6.2. Environmental precautions

Prevent entry to sewers and public waters.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up	: Take up mechanically (sweeping, shoveling) and collect in suitable container for disposal.
-------------------------	--

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling	: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.
-------------------------------	---

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions	: Keep only in the original container in a cool, well ventilated place away from: Incompatible materials. Keep container closed when not in use.
Incompatible products	: ACID (Strong) - vigorous reaction, heat generated; MALEIC ANHYDRIDE – Alkali and other alkaline earth compounds including magnesium compounds, will cause explosive decomposition of maleic anhydride; PHOSPHORUS – Phosphorus boiled with alkaline hydroxides yields mixed phosphines which may ignite spontaneously with air.

FloMag® Magnesium Hydroxide

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SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Inorganic chloride salts (mixture)		
Not applicable		
Inorganic silicates and carbonates (mixture)		
Not applicable		
Magnesium hydroxide (1309-42-8)		
ACGIH	ACGIH TWA (mg/m ³)	10 mg/m ³ as Particulates (insoluble or poorly soluble) not otherwise specified 3 mg/m ³ (respirable fraction / fraction respirable)
OSHA	OSHA PEL (TWA) (mg/m ³)	10 mg/m ³ (total dust) as inert or nuisance dust not otherwise regulated; 5 mg/m ³ (respirable fraction) as inert or nuisance dust not otherwise regulated
OSHA	OSHA PEL (TWA) (ppm)	15 mppcf
OSHA	Regulatory reference (US-OSHA)	OSHA Annotated Table Z-3 Mineral Dusts

8.2. Appropriate engineering controls

Appropriate engineering controls : Avoid creating mist or spray. Avoid splashing. Minimize open transfers open transfers that could cause splashing.

8.3. Individual protection measures/Personal protective equipment

Eye protection:

Safety glasses with side guards should be worn to prevent injury from airborne particles and/or other eye contact with this product. Where excessive dust may result, wear goggles.

Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory equipment. Use an N95 respirator.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Appearance	: White slurry.
Color	: white
Odor	: odorless
Odor threshold	: No data available
pH	: 10
pH solution	: ≥ 10
Melting point	: 350 °C decomposes
Freezing point	: No data available
Boiling point	: No data available
Flash point	: No data available
Relative evaporation rate (butyl acetate=1)	: No data available
Flammability (solid, gas)	: Non flammable.
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: No data available
Specific gravity / density	: 2.36 g/cm ³ (solids) Specific gravity slurry = 1.53
Molecular mass	: 58.34 g/mol
Solubility	: Water: 6.9 mg/l
Log Pow	: No data available
Auto-ignition temperature	: Does not self-ignite

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Decomposition temperature	: > 350 °C
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosion limits	: No data available
Explosive properties	: Product is not explosive.
Oxidizing properties	: No oxidizing properties.

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

Reacts with : Incompatible materials.

10.2. Chemical stability

Stable at ambient temperature and under normal conditions of use.

10.3. Possibility of hazardous reactions

Hazardous polymerization will not occur.

10.4. Conditions to avoid

Keep/Store away from incompatible materials.

10.5. Incompatible materials

ACID (Strong) - vigorous reaction, heat generated; MALEIC ANHYDRIDE – Alkali and other alkaline earth compounds including magnesium compounds, will cause explosive decomposition of maleic anhydride; PHOSPHORUS – Phosphorus boiled with alkaline hydroxides yields mixed phosphines which may ignite spontaneously with air.

10.6. Hazardous decomposition products

If magnesium hydroxide is heated to the point of decomposition (> 350 °C), it forms magnesium oxide and water. If magnesium oxide is heated to the point of volatilization (i.e., >1700 °C), magnesium oxide fumes may be generated.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral)	: Not classified (Based on available data, the classification criteria are not met)
Acute toxicity (dermal)	: Not classified
Acute toxicity (inhalation)	: Not classified

Magnesium hydroxide (1309-42-8)

LD50 oral rat	> 2000 mg/kg OECD Guideline 423
Skin corrosion/irritation	: Not classified (Based on available data, the classification criteria are not met)
Serious eye damage/irritation	: Not classified (Based on available data, the classification criteria are not met)
Respiratory or skin sensitization	: Not classified (Based on available data, the classification criteria are not met)
Germ cell mutagenicity	: Not classified (Based on available data, the classification criteria are not met)
Carcinogenicity	: Not classified (Based on available data, the classification criteria are not met)
Reproductive toxicity	: Not classified (Based on available data, the classification criteria are not met)
Specific target organ toxicity – single exposure	: Not classified (Based on available data, the classification criteria are not met)
Specific target organ toxicity – repeated exposure	: Not classified (Based on available data, the classification criteria are not met)
Aspiration hazard	: Not classified (Based on available data, the classification criteria are not met)
Viscosity, kinematic	: No data available
Likely routes of exposure	: dermal.
Symptoms/effects	: Not expected to present a significant hazard under anticipated conditions of normal use.
Symptoms/effects after inhalation	: Inhalation may cause: irritation, cough, shortness of breath.
Symptoms/effects after skin contact	: None under normal conditions.
Symptoms/effects after eye contact	: May cause eye irritation.

FloMag® Magnesium Hydroxide

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 12: Ecological information

12.1. Toxicity

Magnesium hydroxide (1309-42-8)	
LC50 fish 1	1293 mg/l Onchorinchus mykiss
EC50 crustacea	284.76 mg/l
LC50 fish 2	511.31 mg/l P. promelas
ErC50 (algae)	> 100 mg/l

12.2. Persistence and degradability

FloMag® H FloMag® HUS (1309-42-8)	
Persistence and degradability	Not established.

Magnesium hydroxide (1309-42-8)	
Persistence and degradability	Not readily biodegradable.
Biodegradation	Does not degrade although it does dissolve.

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Other information : Avoid release to the environment.

SECTION 13: Disposal considerations

13.1. Disposal methods

Waste disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.
Ecology - waste materials : Avoid release to the environment.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Not regulated.

Transportation of Dangerous Goods

Not regulated.

Transport by sea

Not regulated.

Air transport

Not regulated.

SECTION 15: Regulatory information

15.1. US Federal regulations

Magnesium Hydroxide (1309-42-8)		
Listed on the United States TSCA (Toxic Substances Control Act) inventory		
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard	No
	Delayed (chronic) health hazard	No
	Fire hazard	No

FloMag® Magnesium Hydroxide

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Magnesium Hydroxide (1309-42-8)		
	Sudden release of pressure hazard	No
	Reactive hazard	No
SARA Section 313 - Emission Reporting	Magnesium hydroxide is not hazardous and is not subject to Form R reporting requirements.	

15.2. International regulations

Jurisdiction	List	Comment
Asia Pacific	Asia - PAC	
Australia	Australian Inventory of Chemical Substances (AICS)	
China	Inventory of Existing Chemical Substances (IECSC)	
Japan	Existing and New Chemical Substances (ENCS)	# 1-386; inorganic compounds
Korea	KECI (Chemical Inventory of Korea)	KE-22716
New Zealand	Inventory of Chemicals (NZIoC)	HSNO approval
Phillipines	Inventory of Chemicals and Chemical Substances (PICCS)	
Europe	EEC International Cosmetics Ingredients Inventory (INCI)	absorbant/ buffering
	EU REACH pre-registered	
	EU REACH registered	01-2119488756-18-0001
	EU Inventory of Existing Commercial Chemical Substances (EINECS)	215-170-3
	German Water Hazard Class Substance List	Classification: VwVwS
	Switzerland Giftliste 1 (List of Toxic Substances)	G-8166 Toxic Category 4
Canada	Canadian Domesticated Substances List (DSL)	
North America	DOT Coast Guard Bulk Hazardous Materials	
	EPA Pesticide Inert Ingredients (PII)	
	FDA Food Substances Generally Recognized as Safe (GRAS)	
	FDA Priority-based Assessment of Food Additives (PAFA)	
	High Production Volume Chemicals (HPV)	
	OSHA Permissible Exposure Limits	8 hour TWA: total particulates 15 mg/ m ³
	Toxic Substances Control Act (TSCA) Inventory	
	Toxic Inventory Update Rule (IUR)	
	TSCA Section 8A-Preliminary Assessment Information Rule (PAIR)	
	High Production Volume Chemicals: ICCA	
High Production Volume Chemicals: OECD		

15.3. US State regulations

 **WARNIN :** This product can expose you to Lead and Nickel compounds, which are known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

SECTION 16: Other information

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Revision date : 03/02/2021

FloMag[®] Magnesium Hydroxide

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Data sources : ACGIH 2019
ESIS (European chemical Substances Information System; accessed at: <http://esis.jrc.ec.europa.eu/index.php?PGM=cla> European Chemicals Agency (ECHA) C&L Inventory database. Accessed at <http://echa.europa.eu/web/guest/information-on-chemicals/cl-inventory-database>
European Chemicals Agency (ECHA) Registered Substances list. Accessed at http://apps.echa.europa.eu/registered/data/dossiers/DISS-9ea79197-1fe4-5688-e044-00144f67d031/AGGR-0e1e1da7-ccae-4cb9-a7d9-45a4191708ed_DISS-9ea79197-1fe4-5688-e044-00144f67d031.html#GEN_RESULTS_HD
Krister Forsberg and S.Z. Mansdorf, "Quick Selection Guide to Chemical Protective Clothing", Fifth Edition.
Merck Index, 11th edition
National Fire Protection Association. Fire Protection Guide to Hazardous Materials; 10th edition.
NIOSH Occupational Health Guide for chemical Substances - Vol. II, September, 1978.
REGULATION (EC) No 1272/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 16 December 2008 on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No 1907/2006.
US National Library of Medicine National Institutes of Health Haz-Map. Accessed at <http://hazmap.nlm.nih.gov>.

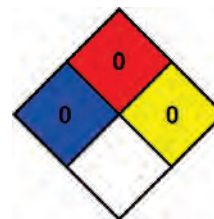
Abbreviations and acronyms : ACGIH (American Conference of Government Industrial Hygienists).
ATE: Acute Toxicity Estimate.
CAS (Chemical Abstracts Service) number.
EC50: Environmental Concentration associated with a response by 50% of the test population.
GHS: Globally Harmonized System (of Classification and Labeling) of Chemicals .
LD50: Lethal Dose for 50% of the test population.
OSHA: Occupational Safety & Health Administration.
TSCA: Toxic Substances Control Act.
TWA: Time Weighted Average.

Other information : None.

NFPA health hazard : 0 - Materials that, under emergency conditions, would offer no hazard beyond that of ordinary combustible materials.

NFPA fire hazard : 0 - Materials that will not burn under typical fire conditions, including intrinsically noncombustible materials such as concrete, stone, and sand.

NFPA reactivity : 0 - Material that in themselves are normally stable, even under fire conditions.



Indication of changes:

Section	Changed item	Change	Comments
15	California Proposition 65 Disclosure	Added	

SDS Prepared by: The Redstone Group
6077 Frantz Rd.
Suite 206
Dublin, Ohio, USA 43017
614.923.7472
www.redstonegrp.com

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

SPILL PREVENTION PLAN

CITCO Water is proud to be a participant in the ACD Responsible Distribution™ program. A rigorous and industry-recognized framework that sets high standards for chemical distribution companies across the full supply chain: storage, handling, transport, and disposal of chemical products.

By aligning with Responsible Distribution™, we demonstrate to our customers, regulators and community that we take health, safety, security, environmental and sustainability responsibilities seriously, and that these are embedded in our operational culture.



CITCO Water is proud to have received the 2023 ACD Responsible Distribution™ Excellence Award, demonstrating our leadership in environmental, health, safety, security and sustainability practices in chemical distribution. This recognition underscores our commitment to continuous improvement, rigorous verification, and alignment with the highest industry standards.

CITCO Water recognizes that our professional drivers are one of our most valuable assets and contributors to our continued growth, success, and most importantly, customer satisfaction. CITCO Water is firmly committed to the safety of our employees and Utility personnel.

CITCO Water's Chemical Spill Response, Reporting, and Notification policy is attached as an exhibit to this proposal.

Solutions driven. Commitment given.

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800.999.3484 CitcoWater.com



STORAGE EQUIPMENT

CITCO Water will provide complete chemical storage systems, will be compliant with OSHA and applicable regulations, including:

- Storage Tanks: 6,000-gallon heavy weight high density polyethylene tank and piping for the suction. Size of the tank is 102"x182". Tank will utilize heat and agitation to prevent freezing
- Agitation: Chemineer Agitators model #2QED-D-1, 1 HP-460V-3PH, 80-44 RPM output, 2-37.63" Diameter type SC3 impellers extending to within 14" from the bottom of the tank to maintain suspension.
- SoloTech™ i23 High Speed Natural Rubber Peristaltic Hose Pump with Natural Rubber Hose, 316 Stainless Steel Barb & AC Motor, 4.73 gpm max
- Dwyer PBLT2 Submersible Level Transducer must read up to 33 feet of water column. This is used for level plotting, tank leak, and pump plugging.
- Red Hat 1-5 Volt DC water flush valve for automatic/manual flush water control.
- Level monitoring system (remote accessible)

EQUIPMENT & MAINTENANCE

CITCO Water will provide:

- Full feed system installation
- Monthly inspections (minimum) including line flushing, pump inspections, and system performance verification.
- Preventative maintenance
- Emergency response within **24 hours**

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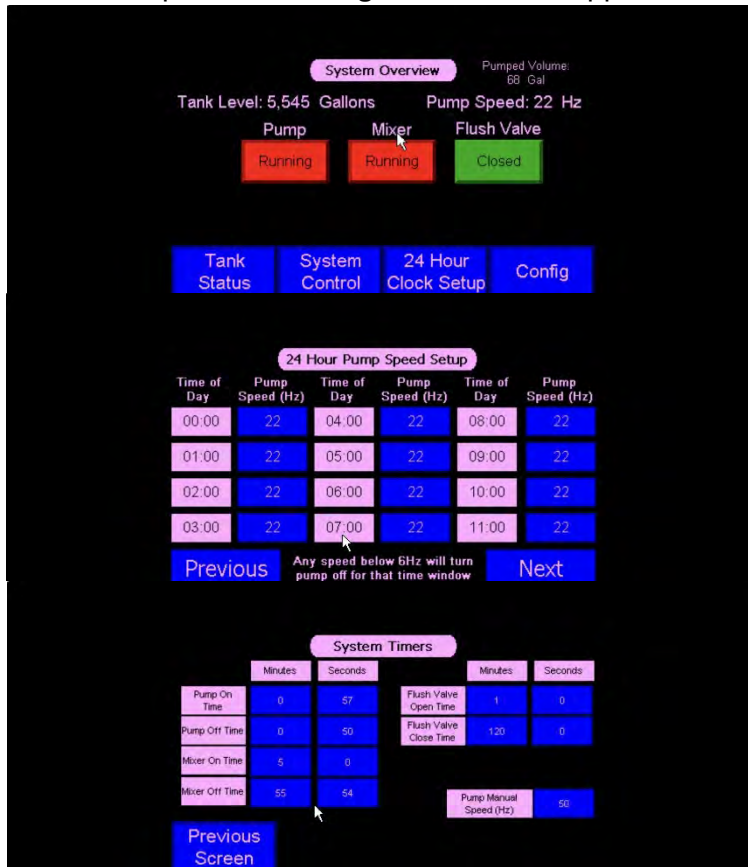
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CHEMICAL DOSING & OPTIMIZATION

CITCO Water’s dosing and optimization program will utilize Approach:

- PLC Pump Controls: The pump is controlled by a PLC that allows for hourly changes in the pump output. This allows for adjusting to the average daily diurnal flow and gas level behavior of the system. Learning travel time from LCR to control points by observing the dosage change response of gas levels and/or wastewater pH allows for preemptive adjustment of dosing; changing settings prior to typical time of change in gas levels.
- Choosing the appropriate control points: since magnesium hydroxide can have effects at the plant as well as the collection system, dosage will also be optimized for optimum plant treatment performance as well as aiding in odor control at the plant. In consultation and agreement with the appropriate plant personnel, a dosage may be chosen as optimal and is greater than that needed simply for collection system odor control. This is a total system operational cost optimization.

Below are screenshots of the PLC Pump Controls being utilized for this application:



Solutions driven. Commitment given.



PERSONNEL

CITCO Water – Regional Manager

Dustin Dixon, General Manager – Midwest Region
Home Office: Lexington, KY
859.551.9474

CITCO Water – Account Manager

Chuck Howard, Chemical Solutions Technical Specialist
Home Office: Lexington, KY
859.940.4145

CITCO Water – Service & Operations Lead

Travis Smith, Systems/Maintenance Senior Technician
Home Office: Nicholasville, KY
859.407.8294

Martin Marietta Specialties – Technical Support for Dosing Optimization

Andrew Rupprecht, Regional Sales Manager - Northeast
Home Office: Waynesville, NC
(412) 926-4581

Key Advantages of the CITCO + Martin Marietta Specialties Team:

- Proven magnesium hydroxide chemistry from a leading U.S. manufacturer
- Local service with rapid response times
- Reduced risk through combined expertise and support structure
- Access to advanced technical resources and application data
- Scalable program for expansion to additional force mains

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BID PRICING

We CITCO Water propose to furnish the product listed in the table below as a means to eliminate the odor and corrosion associated with H2S in sewage.

NOTE: Unit Price, as indicated in the table below, HAS BEEN entered in IonWave.

PRODUCT TRADE NAME	UNIT PRICE FOB LEXINGTON KY (\$/GALLON) IN NUMBERS	UNIT PRICE FOB LEXINGTON KY (\$/GALLON) IN WORDS
FLOMAG	\$4.99	Four Dollars and Ninety-Nine Cents

MOBILIZATION / DEMOBILIZATION FEE

Mobilization Fee: \$1,500.00

Demobilization Fee: \$9,321.00

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Responsible Distribution System Procedure

Document Control #: EHSS-RD-007B
 Subject: Chemical Spill Response, Reporting and Notification
 Effective Date: 11/30/2015
 Revision: Release
 Issue Date: 11/30/2015

CITCO Water Reference NACD: Responsible Distribution Code VII Emergency Response and Public Preparedness	CEO	VP Operations	Code Coordinator	Branch Manager

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1.0 Purpose

1.1 A chemical spill is defined as the uncontrolled release of a hazardous chemical, either as a solid, liquid or a gas. Chemical spills at CITCO Water may occur in a variety of worksites, from customer locations to facilities operations. The challenges related to dealing with chemical spills will vary with the type and volume of chemical involved. Regardless of the type or quantity of hazardous chemical involved, all worksites must implement measures to reduce the potential for spills and have a plan for responding to chemical spills. This documents purpose is to describe generic methods for preventing chemical spills, responding to spills of low or moderate hazard and information on reporting and addressing higher hazard chemical spills at CITCO Water

2.0 Scope

2.1 This policy applies to all employees at all CITCO Water locations. This policy defines the company standard of chemical spill response and reporting at all Branch locations

References

Department of Homeland Security System Procedures

National Association of Chemical Distributors (NACD: Responsible Distribution) System – Requirements

Department of Transportation

Occupational Safety and Health Administration



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3.0 Roles and Responsibilities

3.1 The CITCO Director of Safety & Compliance

- Implement measures to prevent potential spills of hazardous materials
- Develop “site specific” spill response procedures where controlled products are used or stored that present a special risk upon exposure
- Appoint Chemical Spill Team members; and a Team Captain
- Provide support to The Chemical Spill Team

3.2 CITCO Employees

- Under the OH&S Act, the employee has an obligation to protect their own health and safety and that of other workers present while they are working. The employee is also expected to cooperate with their employer for the purpose of protecting their health and safety and that of other employees. Specifically, these responsibilities include:
 - Take all necessary steps to minimize the chance of spills when working with chemicals (see 4, Spill Prevention).
 - Cooperate with their supervisor, the branch SSO and The Chemical Spill Team to implement a chemical spill program in their area.

3.3 The CITCO Site Security Officer/Assistant Site Security Officer

- Ensuring that an adequate number of CITCO personnel are trained in chemical spill response for their branch
- Provide site specific training for their branch
- Ensuring there is sufficient and appropriate spill response supplies at their branch
- Take all necessary steps to minimize the chance of spills when working with chemicals (see 4. Spill Prevention)
- Cooperate with The Chemical Spill Team to implement a chemical spill program at their branch

3.4 The CITCO Branch Chemical Spill Team and Team Captain

- Provide assistance in response to chemical spills. The extent to which the spill team and other personnel respond to chemical spills will vary with policy. The Spill Team Captain will coordinate response and summoning of additional response personnel, and will be available after hours to provide assistance in the event of a spill



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- Provide “site specific” training to CITCO employees who work with chemicals and will potentially be involved in a chemical spill/emergency response situation
- Regularly inspect CITCO facilities and delivery trucks to ensure spill kits are available and that supplies are relevant to the chemicals being handled in the area for which the spill kit is designated for use
- Maintain records regarding inspections conducted, training conducted and spill kit maintenance

4.0 Spill Prevention Policy

The first step in chemical spill response is to prevent the spill from happening in the first place. The worksites (customer locations, CITCO facilities) should be examined to identify measures that can be taken to minimize the risk of a chemical spill occurring. These measures can be identified during regular worksite safety inspections. **Chemical spills occur during five types of activities; storage, transport, transfers, usage and disposal.**

4.1 Storage

- Ensure shelving units are sturdy and not over-loaded with containers. Racks used for chemical storage should be securely fastened to the wall or floor to provide added stability
- Ensure that lighting and ventilation is adequate in the storage area
- Regularly inspect chemicals in storage to ensure there are no leaking or deteriorating containers. Some items to note:
 - Keep the outside of totes and drums clean and free of spills and stains
 - Check tote lids and drum bungs are secure and free of deformation
 - Ensure that containers have no sign of pressure build up
- Do not store chemicals in unsuitable containers made of incompatible material
- Do not store incompatible chemicals together (e.g. acids with bases)
- Ensure that all gas cylinders are fastened and upright

4.2 Transport

- When moving drums of chemicals, use drum dolly
- When moving totes of chemicals, use forklift and proper forklift safety practices
- When moving gas cylinders, use the proper gas cylinder hand cart
- Comply with the branch’s State DOT and Transportation of Dangerous Goods Regulations when transporting hazardous material on public roads. See internet links below for specific regulations:



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<http://www.fmcsa.dot.gov/safety-security/hazmat/complyhmregs.htm#hm>

http://hazmat.dot.gov/rules/98_3971.htm

4.3 Decanting/Transferring Chemicals

- When transferring chemicals between containers, pay careful attention to the size of the receiving container to prevent over-filling it
- When transferring liquids from large containers, use pumps or other mechanical means instead of pouring
- Use spill containment trays to catch leaks and spills when transferring liquids

4.4 Disposal

- Do not mix incompatible wastes together to avoid uncontrolled chemical reactions
- Properly label the contents of all waste containers to avoid inappropriate disposal

5.0 Spill Response Preparation

Emergency preparedness is an important element of the CITCO chemical spill response plan. When worksites are prepared for chemical spills, fewer errors are made and there is reduced risk to persons, property and the environment. The essential elements of spill response preparation are; training, hazard information, proper equipment and written procedures as described below.

5.1 Training

- CITCO Water. employs the JJ Keller online suite of comprehensive training topics.
- The training includes, guidelines for emergency response, instruction on spill cleanup and mitigation techniques and review of hazards found in the worksite

5.2 Hazard Information

- Information on the chemical hazards present at The C.I. Thornburg Co., Inc. and its branch locations must be kept up-to-date and readily available. Sources of information include (SDS) Safety Data Sheets, signs, Chemical inventory list, container labels

5.3 Equipment

- The Chemical Spill Team is responsible for ensuring that an adequate supply of spill response equipment is maintained at each branch location.



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- Required equipment includes; first aid equipment, personal protective equipment (PPE), spill cleanup supplies

5.4 Procedures

- The procedures given in **Section 5** of this policy provide general guidance for responding to chemical spills and **Appendix B** of this document includes a flow chart summarizing the actions which will be taken. A copy of this procedure should be made available to all CITCO employees at all branch locations

6.0 Spill Response Guides

6.1 Spill Response Guide No. 1: Flammable Liquids

Flammable liquids have flash points below 37.8°C, evaporate quickly, and within a short period of time can reach high vapor concentration. Some common examples of flammable liquid chemicals include: Potassium Permanganate, Sodium Permanganate. Larger spills of these type chemicals may require a response by the fire department if vapor concentration is high or requires an evacuation of the facility. If spills are of less than reportable quantity they can be cleaned up by CITCO Chemical Spill Team who have been adequately trained and have proper spill response equipment available. If this is the case, proceed as follows:

- 1) If spill absorbent is available in the immediate area, dike around the spill (See step 6 below) if it is safe to do so. This will prevent the spill from spreading further
- 2) Immediately extinguish any open flames and, isolate and evacuate the spill area
- 3) If the areas ventilation system recirculates the air throughout the building, contact the Site Security Officer to have the ventilation shut down to prevent the spread of vapor throughout the facility
- 4) Assemble spill team members and the spill response kit outside the spill area. Obtain and read the Safety Data Sheet (SDS) for the chemical spilled to determine the hazards associated with it and any special precautions that will need to be taken
- 5) Don the appropriate personal protective equipment. Depending on the scale of the spill and properties of the spilled substance, this can include
 - Chemical gloves as recommended by the SDS
 - Splash goggles or face shield
 - Rubber shoe covers
 - Chemical suit



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- 6) If not already done, dike around the spill using spill absorbent or spill pillows. Do not use paper towels to absorb the spill since this increases the rate of evaporation and vapor concentration of the liquid
- 7) Carefully cover the spill area with spill absorbent, starting at the outside and working inward
- 8) Sweep up residue using spark-proof tools and place residue into a labeled, plastic, waste container. Store for disposal as hazardous waste
- 9) Mop the affected area using detergent and water. Dispose of the water to the sanitary sewer
- 10) Remove and bag personal protective equipment for cleaning or disposal

Once spill has been cleaned up, the area should not be reentered until it has been purged of all remaining vapor.

6.2 Spill Response Guide No. 2: Acids

The principal concern is the corrosive effect of these substances. Dilute solutions irritate skin, while concentrated solutions can result in burns and also react violently with water. Hydrofluoric acid can penetrate deeply and damage underlying tissue. If spills are of less than reportable quantity they can be cleaned up by CITCO Chemical Spill Team who have been adequately trained and have proper spill response equipment available. If this is the case, proceed as follows:

- 1) If spill absorbent is available in the immediate area, dike around the spill (See step 6 below) if it is safe to do so. This will prevent the spill from spreading further
- 2) Immediately extinguish any open flames and, isolate and evacuate the spill area
- 3) If the areas ventilation system recirculates the air throughout the building, contact the Site Security Officer to have the ventilation shut down to prevent the spread of vapor throughout the facility
- 4) Assemble spill team members and the spill response kit outside the spill area. Obtain and read the Safety Data Sheet (SDS) for the chemical spilled to determine the hazards associated with it and any special precautions that will need to be taken
- 5) Don the appropriate personal protective equipment. Depending on the scale of the spill and properties of the spilled substance, this can include
 - Chemical gloves as recommended by the SDS
 - Splash goggles or face shield



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- Rubber shoe covers
 - Chemical suit
- 6) If not already done, dike around the spill using spill absorbent or spill pillows. Ideally, use spill absorbent that contains a mild neutralizing agent such as sodium carbonate (soda ash)
 - 7) Carefully cover the spill area with spill absorbent or spill pillows, starting at the outside and working inward
 - 8) Sweep up residue using spark-proof tools and place residue into a labeled, plastic, waste container. Store for disposal as hazardous waste
 - 9) Check the pH of the spill area. If it is less than pH6, then neutralize with a dilute solution of 5% sodium bicarbonate (baking soda)
 - 10) Mop the affected area using detergent and water. Dispose of the water to the sanitary sewer
 - 11) Remove and bag personal protective equipment for cleaning or disposal

Once the spill has been cleaned up, the area should be free of any acid fumes or vapors. However, if odors or irritation is still noted, isolate area and wait at least 1 hour before reentering

6.3 Spill Response Guide No. 3: Bases

Like acids, the principal concern is the corrosive effect of these substances. Dilute solutions irritate the skin, while concentrated solutions can result in burns. Concentrated alkali compounds can penetrate deeply and damage underlying tissue. If spills are of less than reportable quantity they can be cleaned up by CITCO Chemical Spill Team who have been adequately trained and have proper spill response equipment available. If this is the case, proceed as follows:

- 1) If spill absorbent is available in the immediate area, dike around the spill (See step 6 below) if it is safe to do so. This will prevent the spill from spreading further
- 2) Immediately extinguish any open flames and, isolate and evacuate the spill area
- 3) If the areas ventilation system recirculates the air throughout the building, contact the Site Security Officer to have the ventilation shut down to prevent the spread of vapor throughout the facility
- 4) Assemble spill team members and the spill response kit outside the spill area. Obtain and read the Safety Data Sheet (SDS) for the chemical spilled to determine the hazards associated with it and any special precautions that will need to be taken



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- 5) Don the appropriate personal protective equipment. Depending on the scale of the spill and properties of the spilled substance, this can include;
 - Chemical gloves as recommended by the SDS
 - Splash goggles or face shield
 - Rubber shoe covers
 - Chemical suit
- 6) If not already done, dike around the spill using spill absorbent or spill pillows. Ideally, use spill absorbent that contains a mild neutralizing agent such as sodium bicarbonate (soda ash)
- 7) Carefully cover the spill area with spill absorbent or spill pillows, starting at the outside and working inward
- 8) Sweep up residue using spark-proof tools and place residue into a labeled, plastic, waste container. Store for disposal as hazardous waste
- 9) Check the pH of the spill area. If it is less than pH10, then neutralize with a dilute solution of 5% citric acid
- 10) Mop the affected area using detergent and water. Dispose of the water to the sanitary sewer
- 11) Remove and bag personal protective equipment for cleaning or disposal

Once the spill has been cleaned up, the area should be free of any alkali fumes or vapors. However, if odors or irritation is still noted, isolate area and wait at least 1 hour before reentering.

6.4 Spill Response Guide No. 4: Oxidizer Spills

Oxidizing agents can ignite organic solvents and combustible materials. They are also skin and respiratory irritants. Examples include concentrated hydrogen peroxide and permanganate compounds. If spills are of less than reportable quantity they can be cleaned up by CITCO Chemical Spill Team who have been adequately trained and have proper spill response equipment available. If this is the case, proceed as follows:

- 1) If spill absorbent is available in the immediate area, dike around the spill (See step 6 below) if it is safe to do so. This will prevent the spill from spreading further
- 2) Immediately extinguish any open flames and, isolate and evacuate the spill area



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- 3) If the areas ventilation system recirculates the air throughout the building, contact the Site Security Officer to have the ventilation shut down to prevent the spread of vapor throughout the facility
- 4) Assemble spill team members and the spill response kit outside the spill area. Obtain and read the Safety Data Sheet (SDS) for the chemical spilled to determine the hazards associated with it and any special precautions that will need to be taken
- 5) Don the appropriate personal protective equipment. Depending on the scale of the spill and properties of the spilled substance, this can include;
 - Chemical gloves as recommended by the SDS
 - Splash goggles or face shield
 - Rubber shoe covers
 - Chemical suit
- 6) If not already done, dike around the spill using spill absorbent or spill pillows. Ideally, use spill absorbent that contains a mild neutralizing agent such as sodium bicarbonate (soda ash)
- 7) Carefully cover the spill area with spill absorbent or spill pillows, starting at the outside and working inward
- 8) Sweep up residue using spark-proof tools and place residue into a labeled, plastic, waste container. Store for disposal as hazardous waste
- 9) Check the pH of the spill area. If it is less than pH10, then neutralize with a dilute solution of 5% citric acid
- 10) Mop the affected area using detergent and water. Dispose of the water to the sanitary sewer
- 11) Remove and bag personal protective equipment for cleaning or disposal

Once the spill has been cleaned up, the area should be free of any alkali fumes or vapors. However, if odors or irritation is still noted, isolate area and wait at least 1 hour before reentering

6.5 Spill Response Guide No. 5: Compressed Gas Leaks

Compressed gas leaks can be roughly divided into two categories. The first are those leaks which occur away from the cylinder in gas lines, tubing or apparatus. These, once detected, can generally be stopped by closing the main cylinder valve. Similarly, in some cases, it may not be possible to close a cylinder valve due to age or poor condition of the valve. **All leaking gas cylinders are an emergency. The second category would be leaking at the**



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cylinder. Once detected, the affected area would be sealed off and Jones Chemical the supplier would be contacted to respond.

7.0 Reporting Chemical Spill Incidents

All chemical spills and gas releases must be reported to the Site Security Officer, in writing. The report should include date, time, location, description of the spill (e.g. type and quantity), personnel injuries or exposures, equipment damage, escape of material (e.g. into sewers or bodies of water), witnesses and persons involved in supervision and cleanup of the spill.





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Appendix A: Chemical Spill Kits

Spill kits can be assembled from individual parts or suitable spill kits may be purchased from most chemical or safety supply companies. If you do choose to purchase a commercial kit, however, ensure that it contains all the necessary items as listed below. In addition, note that most commercial spill kits and the lists below are generic; it is important that the spill kit be tailored to meet the specific spill control needs of each branch or department.

1) Small Chemical Spill Kit

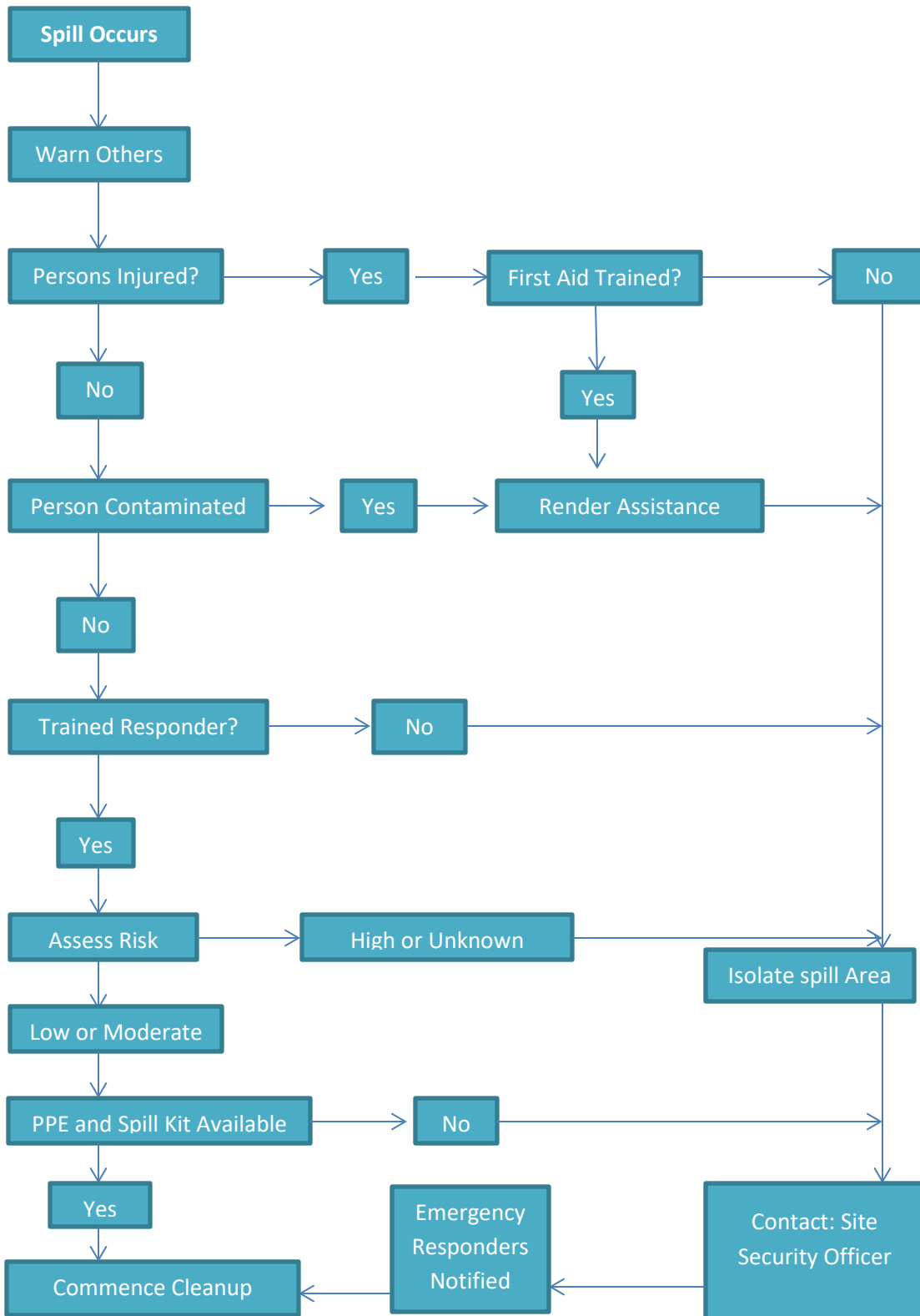
A small chemical spill kit will be available for each delivery truck. It can be used for immediate response to most spills, and to clean up small, low hazard spills that may occur and do not require specialized personal protective equipment or spill control supplies. Although, most small spill kit components are common items found throughout the shop, there must be a consolidated spill kit for emergency use. The C.I. Thornburg Co., Inc. has placed a small chemical spill kit in each truck that delivers chemicals. As items are depleted it is the responsibility of each branch warehouse manager to replace the items, the kit will be checked periodically by the branch warehouse manager to ensure that proper spill kit materials are maintained.

2) Large/ Building Spill Kits

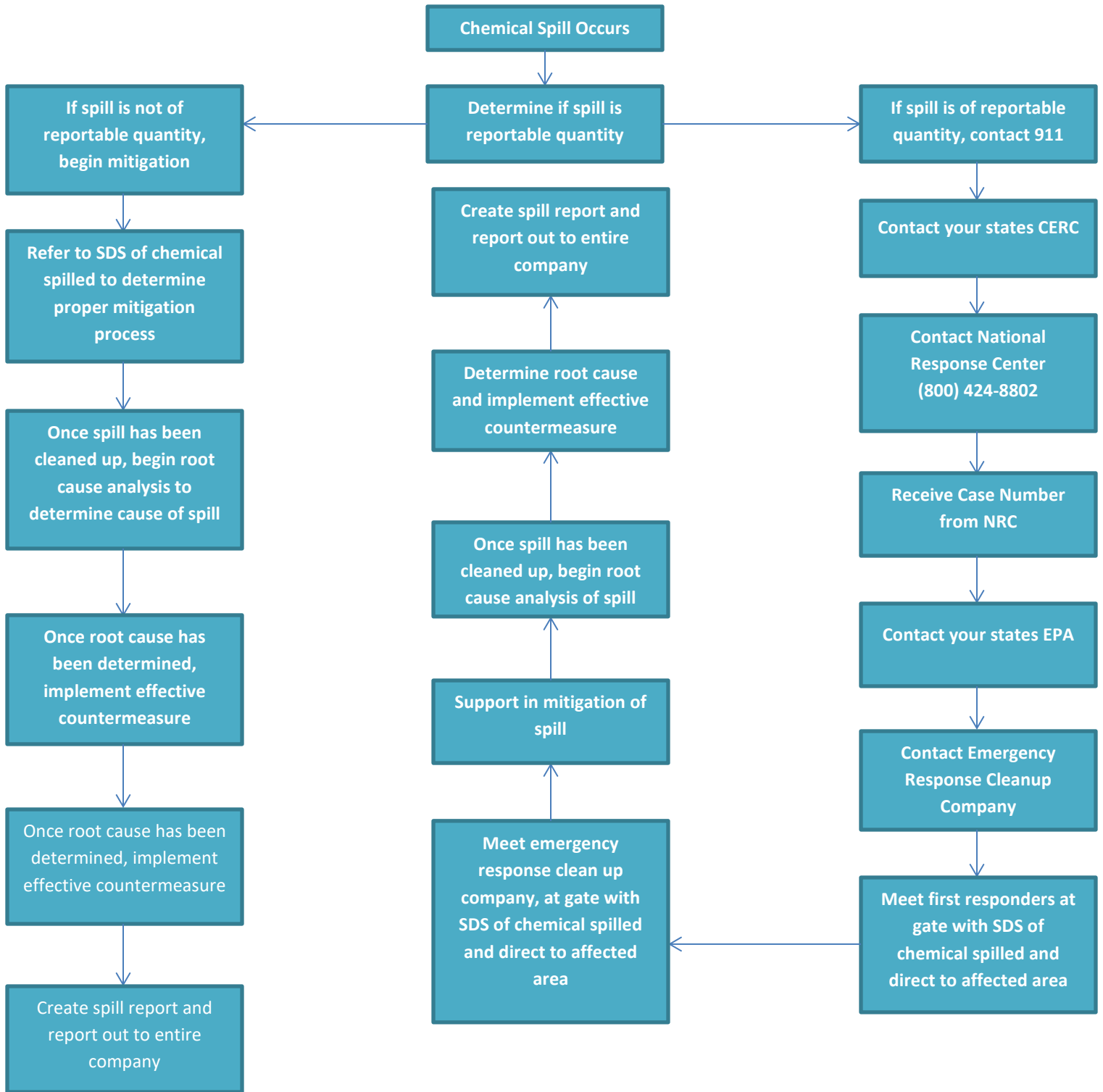
The C.I. Thornburg Co., Inc. has one large spill kit per branch. The spill kits contain PPE and spill cleanup supplies to compliment the smaller branch kits and backup supplies for outside responders



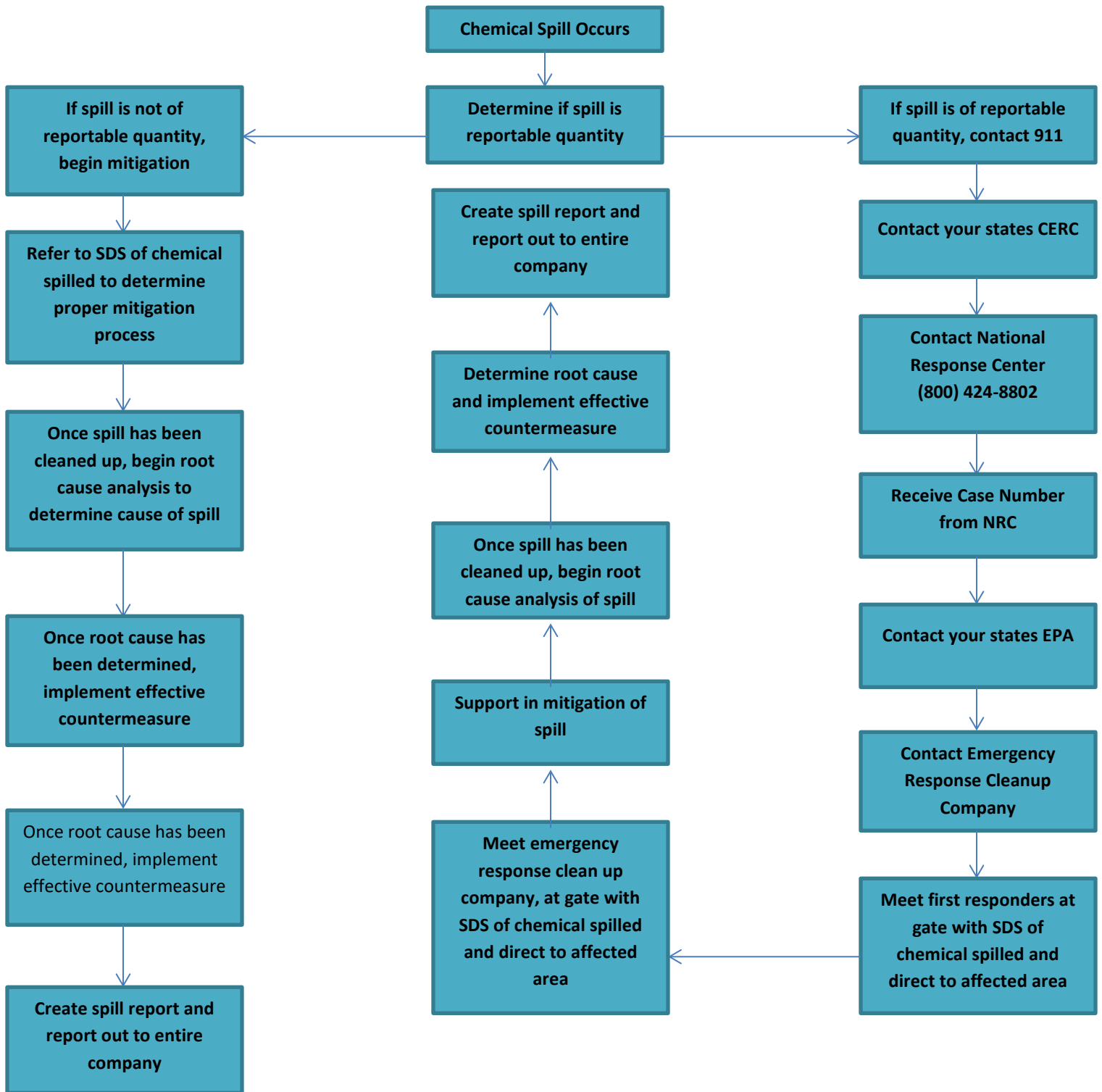
Appendix B: The C.I. Thornburg Co., Inc. Chemical Spill Response Flowchart (Non-Reportable Quantity)



Appendix C: The C.I. Thornburg Co., Inc. Reportable Quantity Response Flowchart



Appendix D: The C.I. Thornburg Co., Inc. Compressed Gas Cylinder Emergency Response Flowchart





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2026

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 have ADDITIONAL INSURED provisions or 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 Marsh & McLennan Agency LLC company - St. Louis 825 Maryville Centre Dr. Suite 200 Chesterfield MO 63017	CONTACT NAME: Debbie Esposito PHONE (A/C. No. Ext): 314-594-2565 E-MAIL ADDRESS: debbie.esposito@marshmma.com	FAX (A/C. No): 888-307-1561
	INSURER(S) AFFORDING COVERAGE	
INSURED CITCO Water 740 Enterprise Drive Lexington KY 40510	INSURER A : National Union Fire Ins Co PittsburghPA	NAIC # 19445
	INSURER B : Travelers Property Casualty Co. of Amer	NAIC # 36161
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1935618312

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 checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			9566274	6/1/2025	6/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5717780	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP7W859223	6/1/2025	6/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> 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	N/A	17169554	6/1/2025	6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

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

Named Insured(s):
 • Waterworks Solutions Intermediate Holdings, Inc.
 • Waterworks Solutions Acquisition, Inc.
 • The C. I. Thornburg Co., Inc. d/b/a CITCO Water
 • National Road Utility Supply, Inc.
 • AMP Utility Distribution Services Acquisition, LLC
 • Aulick Chemical Solutions Acquisition, LLC
 • BioChem Water Solutions, LLC
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Lexington-Fayette Urban County Government 200 East Main Street Lexington KY 40507 USA	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 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED CITCO Water 740 Enterprise Drive Lexington KY 40510	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- Pump & Process Equipment Company, LLC
- Legacy Environmental Process, LLC

Preview