



Ashland Board of Commissioners

Thursday, April 24, 2025

12:00 PM

Commissioners' Chambers

**1700 Greenup Avenue,
Ashland, Kentucky 41101**

AGENDA

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. RECEIVE AND FILE AGENDA

V. RECEIVE AND FILE MINUTES

- a. Regular Meeting held on March 27, 2025

VI. HEARINGS AND REPORTS

- a. Mayor and Commissioners' Comments
- b. City Manager's Report
- c. Audit Presentation by Anthony Workman from Kelley Galloway Smith Goolsby

VII. PUBLIC PARTICIPATION - PLEASE REMOVE YOUR HAT AND SILENCE

YOUR CELL PHONE - Anyone with a comment or request may come to the podium and address the Commission concerning matters related to City business, services or personnel. Comments related to election issues or concerning personal disputes will not be allowed. Personal attacks, obscene, or threatening language will not be tolerated. Presentations are limited to five (5) minutes. A yellow light indicates 30 seconds remain and a red light means the time limit has expired. Only one speaker is permitted per subject. No action will be taken at this meeting. Those with comments are asked to fill out an "Inquiry/Complaint Form" and leave it with the City Clerk for distribution to the proper City Department.

VIII. OLD BUSINESS

- a. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, REPEALING ORDINANCE NO. 184, SERIES OF 2024, WHICH AUTHORIZED A CONTRACT BETWEEN THE CITY OF ASHLAND AND LIGHT'S ENTERPRISES, INC. FOR THE DEMOLITION OF PROPERTY LOCATED AT 1213 GALLAHER DRIVE FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT.

FISCAL NOTE: Minimal fiscal impact. Property was sold on courthouse steps as part of a foreclosure action prior to being demolished.

SUMMARY: Demolition of house at 1213 Gallaher Drive that was previously foreclosed on. Demos completed FYTD - 12. Demos in progress - 4 General Fund/ 4 CDBG April.

- b. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND APPROVING CHANGE ORDER NO. 1 BETWEEN THE CITY OF ASHLAND, KENTUCKY AND CTB, INC. FOR THE ASHLAND SENIOR CENTER STOREFRONT REHABILITATION PROJECT INCREASING THE CONTRACT IN THE AMOUNT OF \$2,391.45 FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT.

FISCAL NOTE: Original Contract Amount - \$149,673.00. Previous Change Orders - \$0.00. Change Order #1 - \$2,391.45. Revised Contract Amount - \$152,064.45. For installation of 4 new electrical outlets.

SUMMARY: Change Order - 4 new electrical outlets at the Ashland Senior Center funded by CDBG funds. Project includes outlets, doors, walls, windows, etc.

- c. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AMENDING THE JOB DESCRIPTION FOR THE POSITION OF CAPTAIN IN THE DEPARTMENT OF POLICE OF THE CLASSIFICATION AND COMPENSATION PLAN AS ADOPTED BY ORDINANCE NO. 31, SERIES OF 2023, AS PREVIOUSLY AMENDED.

FISCAL NOTE: No fiscal impact. Clerical correction.

SUMMARY: Original job description allowed overtime pay. Job description corrected to exempt.

- d. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, REPEALING ORDINANCE NO. 151, SERIES OF 2023, AS PREVIOUSLY AMENDED, WHICH ESTABLISHED THE ASHLAND CONFERENCE CENTER ADVISORY COMMITTEE FOR THE CITY OF ASHLAND, KENTUCKY.

FISCAL NOTE: No fiscal impact.

SUMMARY: Abolishing the Conference Center committee.

- e. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE AN ADDENDUM TO THE PURCHASE AGREEMENT BETWEEN THE CITY OF ASHLAND, KENTUCKY AND THE PARAMOUNT ARTS CENTER, INC. PERMITTING THE PARAMOUNT ARTS CENTER, INC. TO CONTINUE TO OPERATE AND LEASE THE THEATER THROUGH DECEMBER 31, 2025.

FISCAL NOTE: No fiscal impact.

SUMMARY: Lease for the rental of the theater - \$12,000 per year and establishing various rules for theater - contract.

- f. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND APPROVING CHANGE ORDER NO. 1 BETWEEN THE CITY OF ASHLAND, KENTUCKY AND EVERETT J. PRESCOTT INC. FOR INSTALLATION OF INSERTION VALVES FOR THE U.S. 23 WATERLINE REPLACEMENT PROJECT DECREASING THE CONTRACT AMOUNT \$6,612.65 AND INCREASING THE CONTRACT BY 139 DAYS TO JUNE 5, 2025 FOR THE DEPARTMENT OF ENGINEERING.

FISCAL NOTE: Original contract amount - \$119,194.85. Change order #1 -(- \$6,612.65). Revised contract amount - \$112,582.20.

SUMMARY: A change order to add a 24" gate valve for \$3,387.25 and delete owner allowance of \$10,000 for net change order of (\$6,612.65) and increasing the contract by 139 days.

- g. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE AN

AGREEMENT BETWEEN THE CITY OF ASHLAND, KENTUCKY AND HDR ENGINEERING, INC. FOR ENGINEERING SERVICES FOR THE OPTIMIZATION AND GROWTH DISTRIBUTION SYSTEM MODELING PROJECT IN THE AMOUNT NOT TO EXCEED \$222,128.00 FOR THE DEPARTMENT OF UTILITY OPERATIONS.

FISCAL NOTE: Not to exceed - \$222,128.00. A budget adjustment will be required.

SUMMARY: Engineering contract of \$222,128 for hydraulic modeling in various places of our water system.

- h. Second reading and final adoption of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND APPROVING CHANGE ORDER NO. 3A – PROJECT ITEM #9-244 AND CHANGE ORDER NO. 3B – PROJECT ITEM #9-307 BETWEEN THE CITY OF ASHLAND, KENTUCKY AND ALLARD EXCAVATION LLC FOR THE WINCHESTER AVENUE IMPROVEMENTS PROJECT INCREASING THE CONTRACT IN THE AMOUNT OF \$449,139.00 FOR THE DEPARTMENT OF ENGINEERING.

FISCAL NOTE: Original Contract Price - \$7,247,275.01. Previous Change Orders - \$537,494.72. Revised Contract Price - \$7,784,769.73. Current Change Order #3A - \$224,614.00. Current Change Order #3B - \$224,525.00. Revised Contract Price following approval of current change orders - \$8,233,908.73.

SUMMARY: Change orders on downtown project previously completed but not approved formally by Commission per Palmer Engineering.

IX. CONSENT AGENDA

- a. City Manager recommends approval to award the bids dated March 20, 2025 for the purchase of bulk chemicals for the Divisions of Water Production and Wastewater Treatment for the Department of Utility Operations to the following bidders:

Univar Solution USA Inc.....	Liquid Caustic Soda	\$1.077 per gal.
Brenntag Mid-South Inc.....	Powdered Act. Carbon	\$1.190 per lb.
Brenntag Mid-South Inc.	Hydrofluosilicic Acid	\$3.390 per gal.
Polydyne Inc.	Liquid Polymer (WWTP)	\$15.308 per gal.
Chemrite Incorporated	Potassium Permanganate	\$2.12 per lb.
Citco Water	Aluminum Sulfate	\$1.761 per gal.
Usalco LLC.....	Poly-Aluminum Chloride (PAC)	\$3.281 per gal.
Citco Water	Sand	\$0.107 per lb.
Polydyne Inc.	Polymer Cationic	\$2.410 per lb.
Brenntag Mid-South.....	Sodium Hypochlorite	\$1.863 per gal.
Polydyne Inc.	Liquid Polymer (WTP)	\$17.114 per gal.

Evonik CorporationPeracetic Acid.....\$0.797 per lb

FISCAL NOTE: 2024 estimated chemical cost - \$1,077,534.00. 2025 estimated chemical cost - \$1,105,421.00. This would indicate a cost increase of \$27,887.00 or 2.59%.

FY2025 Bid Price Hydrofluosilicic Acid = \$3.39 per gallon. FY2025 Estimated Annual Cost = \$81,360
FY2024 Bid Price Hydrofluosilicic Acid = \$3.50 per gallon. FY2024 Estimated Annual Cost = \$84,000
Decrease of \$2,640 per year or 3.1% budgeted in Water Production operating budget.

FY 2025 Bid Price Liquid Caustic Soda = \$1.077 per gallon. FY2025 Estimated Annual Cost = \$64,620
FY 2024 Bid Price Liquid Caustic Soda = \$1.1250 per gallon. FY2024 Estimated Annual Cost = \$67,500.
Decrease of \$2,880 per year or 4.267% budgeted in Wastewater Plant operating budget.

FY2025 Bid Price Aluminum Sulfate = \$1.761 per gallon. FY2025 Estimated Annual Cost = \$96,855.
FY2024 Bid Price Aluminum Sulfate = \$1.5818 per gallon. FY2024 Estimated Annual Cost = \$86,999.
Increase of \$9,856 per year or 11.3% budgeted in Water Production operating budget.

FY2025 Bid Price Poly-Aluminum Chloride (PAC) = \$3.281 per gallon. FY2025 Estimated Annual Cost = \$360,910.
FY2024 Bid Price Poly-Aluminum-Chloride (PAC) = \$2.8215 per gallon. FY2024 Estimated Annual Cost = \$310,365.
Increase of \$50,545 per year or 16.29% budgeted in Water Plant operating budget.

FY2025 Bid Price Potassium Permanganate = \$2.12 per lb. FY2025 Estimated Annual Cost = \$55,120.
FY2024 Bid Price Potassium Permanganate = \$3.17 per lb. FY2024 Estimated Annual Cost = \$82,420.
Decrease of \$27,300 per year or 33.1% budgeted in Water Plant operating budget.

FY2025 Bid Price Liquid Polymer = \$17.114 Per gallon. FY2025 Estimated Annual Cost = \$51,342.
FY2024 Bid Price Liquid Polymer = \$12.556 Per gallon. FY2024 Estimated Annual Cost = \$37,668
Increase of \$13,674 per year or 36.3% budgeted in Water Production operating budget.

FY2025 Bid Price Liquid Polymer = \$15.308 Per gallon FY2025 Estimated Annual Cost = \$45,924.

FY2024 Bid Price Liquid Polymer = \$11.954 Per gallon FY2024 Estimated Annual Cost = \$35,862.
Increase of \$10,062 per year or 28.1% budgeted in Wastewater Plant operating budget.

FY2025 Bid Price Polymer Cationic = \$2.410 Per pound. FY2025 Estimated Annual Cost = \$96,400.
FY2024 Bid Price Polymer Cationic = \$1.94 Per pound. FY2024 Estimated Annual Cost = \$77,600.
Increase of \$18,800 per year or 24.2% budgeted in Water Production operating budget.

FY2025 Bid Price Peracetic Acid= \$.797 per pound. FY2025 Estimated Annual Cost = \$143,460.
FY 2024 Bid Price Peracetic Acid = \$.777 per pound. FY 2024 Estimated Annual Cost = \$139,860.
Increase of \$ 3,600 per year or 2.57% budgeted in Wastewater Operating budget.

FY2025 Bid Price Sodium Hypochlorite = \$1.863 per gallon. FY2025 Estimated Annual Cost = \$119,232.
FY2024 Bid Price Sodium Hypochlorite = \$2.04 per gallon. FY2024 Estimated Annual Cost = \$130,560.
Decrease of \$11,328 per year or 8.7% budgeted in Water Plant operating budget.

FY2025 Bid Price Sand = \$.107 Per pound FY2025 Estimated Annual Cost = \$2,140.
FY2024 Bid Price Sand = \$.11 Per pound. FY2024 Estimated Annual Cost = \$2,200.
Decrease of \$60 per year or 2.70% budgeted in Water Production operating budget.

FY2025 Bid Price Activated Carbon = \$1.190 per pound. FY2025 Estimated Annual Cost = \$21,420.
FY2024 Bid Price Activated Carbon = \$1.25 per pound FY2024 Estimated Annual Cost = \$22,500.
Decrease of \$1,080 per year or .5% budgeted in Water Production operating budget.

SUMMARY: Annual Chemical Bid for Water & Wastewater Treatment Plants.

- b. City Manager recommends approval to award the bid dated April 10, 2025 in the amount of \$9,986.00 to Tri- State Construction for the Kings Daughters and Sons Fence Replacement Project to be paid by the Community Development Block Grant. For the Department of Community and Economic Development.

FISCAL NOTE: Total Contract Amount - \$9,986.00 to be paid from Community Development Block Grant (CDBG) funds for fence replacement.

SUMMARY: Contract between Tri-State Construction and Kings Daughters & Sons for a fence. Replacement to be funded with CDBG funds.

- c. City Manager recommends approval to pay invoice #2292 dated April 10, 2025 in the amount of \$4,800.00 to Light's Enterprises, Inc. for the demolition and clearance of the structure at 3128 Central Avenue, Ashland, KY for the Department of Community and Economic Development.

FISCAL NOTE: Demolition - \$4,800.00. Title search - \$400.00. Asbestos survey - \$650.00. Asbestos abatement - \$0.00. Public notice - \$387.60. Postage - \$40.80. Total - \$6,278.40. Budget = \$200,000. FYTD = \$120,645.

SUMMARY: Demolition at 3128 Central Avenue funded with General Fund money. Demos Completed FYTD = 12. Demos in progress = 4 general fund/ 4 CDBG April.

- d. City Manager recommends approval to pay invoice #2294 dated April 11, 2025 in the amount of \$5,600.00 to Light's Enterprises, Inc. for the demolition and clearance of the structure at 2220 Smith Street, Ashland KY for the Department of Community and Economic Development.

FISCAL NOTE: Demolition - \$5,600.00. Title Search - \$550.00. Asbestos Survey - \$600.00. Asbestos Abatement - \$4,075.00. Public Notices - \$766.80. Postage - \$32.64. Total - \$11,624.44 Budget = \$200,000. FYTD Spent = \$120,645.

Summary: Demolition at 2220 Smith Street funded with General Fund money. Demos completed FYTD = 12. Demos in progress = 4 General Fund/4 CDBG April.

- e. City Manager recommends approval to pay invoice #25030616001 dated March 4, 2025 in the amount of \$113,748.43 to C.J. Hughes Construction Co. Inc. for the 24" leak emergency repair at Debord Hill Tank for the Department of Utility Operations.

FISCAL NOTE: Total cost - \$113,748.43 for this emergency repair which will be funded with Utility Revenue operating funds. A budget adjustment will be needed.

SUMMARY: Emergency Repair on water main at Debord Hill Tank.

- f. City Manager recommends approval to pay request #1 dated April 7, 2025 in the amount of \$60,951.27 to Judy Construction Co, Inc. for the Roberts Drive Screen Replacement for the Department of Utility Operations.

FISCAL NOTE: Original contract amount - \$2,968,000.00. Change order #1 - (\$39,337.00). Revised contract amount - \$2,928,663.00. Current amount due - \$60,951.27. Balance of contract remaining after current payment - \$2,867,711.73. This project is funded with American Rescue Plan Appropriation (ARPA) funds.

SUMMARY: Payment for replacing screen at Roberts Drive Sewer Pump Station funded with American Rescue Plan Appropriation (ARPA) funds.

- g. City Manager recommends approval to pay application #17 dated March 28, 2025 for Item #09-00244.00 (KYOVA)- \$137,472.98, Item #09-00307.00 (KYOVA) - \$68,672.00, Item #09-00307.00 (KYTC)- \$380.00 in the total amount of \$206,524.98 to Allard Excavation for the Winchester Avenue Improvements Project for the Department of Engineering.

FISCAL NOTE: Original contract amount - \$7,247,275.01. Change Order #1- \$537,494.72. Change order #2- \$0.00. Revised contract amount - \$7,784,769.73. Amount paid to date - \$6,957,969.76. Current amount due - \$206,524.98 Balance of contract remaining after current payment - \$620,274.99. This is a progress payment for construction which is funded through Transportation grants and city match through General Obligation bond issue and budgeted in Capital Purchase Improvement Fund funded with General Obligation bonds.

SUMMARY: Payment for Winchester Avenue project to be funded with grant money and appropriate general fund money for city match.

- h. City Manager recommends approval to pay request #5 dated December 11, 2024 in the amount of \$35,581.90, pay request #6 dated February 14, 2025 in the amount of \$14,475.51 and pay request #7 dated April 14, 2025 in the amount of \$22,083.30 with a total amount of \$72,140.71 to Spear Corporation for the purchase and installation of the pool filtration system at Dawson Pool for the Department of Parks & Recreation.

FISCAL NOTE: Original contract amount - \$316,214.00. Change order #1 - \$224,954.00. Revised contract amount - \$547,168.00. Amount paid to date - \$410,590.48. Current amount due - \$72,140.71. Balance of contract remaining after current payment - \$58,436.81.

SUMMARY: Purchase and Installation of a pool filtration system at Dawson Pool.

- i. City Manager recommends approval to pay request #3 dated April 15, 2025 in the amount of \$23,687.28 to CTB Incorporated for the City Hall Exterior Upgrades 17th Street Entrance Upgrade Project for the Department of Engineering.

FISCAL NOTE: Original contract amount - \$106,998.00. Change order #1 - 0.00. Change order #2 - \$4,302.00. Revised contract amount - \$102,696.00. Amount paid to date - \$65,869.92. Balance of contract remaining after current payment - \$13,138.80.

SUMMARY: Payment for purchase & installation of steps and front entrance at the City Building.

- j. City Manager recommends approval to pay application #1 dated April 15, 2025 in the amount of \$33,814.80 to CTB Incorporated for the Ashland Senior Center Storefront Rehabilitation Project. Funds are provided by the Community Development Block

Grant through the U.S. Department of Housing and Urban Development.

FISCAL NOTE: Pay application for Ashland Senior Center Storefront rehab to be paid from Community Development Block Grant (CDBG) funds in the amount of \$33,814.80.

SUMMARY: Payment for storefront rehab project for the Ashland Senior Center which is funded by CDBG funds.

- k. City Manager recommends approval to pay Invoice #28991 dated April 16, 2025 in the amount of \$49,345.00 to Natara Corporation for the purchase and installation of a guttering system & pool liner at Dawson Pool for the Department of Parks & Recreation.

FISCAL NOTE: Original contract amount - \$147,596.00. Change order #1 - \$110,718.00. Revised contract amount - \$258,314.00. Amount paid to date - \$166,779.60. Current amount due - \$49,345.00. Balance of contract remaining after current payment - \$42,189.40.

SUMMARY: Purchase and Installation of a guttering system and pool liner at Dawson Pool.

- l. City Manager recommends authorizing the appointment of a Police Officer to the Ashland Police Department effective May 11, 2025.

FISCAL NOTE: APD has vacant positions and funding to cover the cost of \$45,134.91.

SUMMARY: This authorizes the hire of a police officer and reimburses the City of Russell for their costs to send to academy per KRS.

X. NEW BUSINESS

- a. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND APPROVING CHANGE ORDER NO. 1 BETWEEN THE CITY OF ASHLAND, KENTUCKY AND C. J. HUGHES CONSTRUCTION CO., INC. FOR THE CARR STREET/PACKARD AVENUE AND IROQUOIS AVENUE SANITARY SEWER LINE REPLACEMENT PROJECT DECREASING THE CONTRACT IN THE AMOUNT OF \$46,399.25 FOR THE DEPARTMENT OF ENGINEERING.

FISCAL NOTE: Original contract amount - \$391,476.00. Change order #1 - (\$46,399.25). Revised contract amount - \$345,076.75.

SUMMARY:

A) Cured in place pipelining from designated MH-3 to MH-2 along with MH-2 to 160 L.F. to the intersection of Shawnee Ave, along with the installation of a doghouse manhole. Contract Price Increase Amount: \$78,115.75

B) Delete Bid Item 21 From Iroquois Avenue Base Bid Form - STIPULATED OWNER ALLOWANCE (Included in all Bids).
Contract Price Decrease Amount: \$20,000.00

C) Modify Bid Item 6 From Iroquois Avenue Base Bid Form - Install 8" PVS SDR35 Sanitary, Unit Quantity to the amount of 184 L.F. The resulting change decreases the unit quantity by 320 L.F. Contract Price Decrease Amount: 320 L.F. x \$235.00 Per Foot = \$75,200.00

D) Modify Bid Item 11 From Iroquois Avenue Base Bid Form - 6" PVC SDR35 Lateral Reconnection with WYE Cleanout, Unit Quantity to the amount of 7 Each. The resulting change decreases the unit quantity by 7 Each. Contract Price Decrease Amount: 7 Each x \$2,099.00 Per Each = \$14,693.00

E) Delete Bid Item 13 From Iroquois Avenue Base Bid Form - Removal and Reinstallation of Retaining Wall. Contract Price Decrease Amount: \$20,307.00

F) Delete Bid Item 14 From Iroquois Avenue Base Bid Form - Tree Removal.
Contract Price Decrease Amount: \$4,938.00

G) Modify Bid Item 16 From Iroquois Avenue Base Bid Form - Concrete Driveway Replacement, Unit Quantity to the amount of 110 SF. The resulting change decreases the unit quantity by 40 SF. Contract Price Decrease Amount: 40 SF x \$51.00 Per Square Foot = \$2,040.00

H) Modify Bid Item 18 From Iroquois Avenue Base Bid Form - Plain Concrete Curb Replacement, Unit Quantity to the amount of 20 L.F. The resulting change decreases the unit quantity by 11 L.F. Contract Price Decrease Amount: 11 L.F. x \$83.00 Per Foot = \$913.00

I) Modify Bid Item 19 From Iroquois Avenue Base Bid Form - Private Walks/ Steps, Unit Price to the amount of \$2,000.00. The resulting change decreases the unit price \$1,612.00. Contract Price Decrease Amount: \$1,612.00

J) Modify Bid Item 6 From Carr Street/Packard Avenue Base Bid Form - Install 8" PVS SDR35 Sanitary, Unit Quantity to the amount of 282 L.F. The resulting change increases the unit quantity by 65 L.F. Contract Price Increase Amount: 65 L.F. x \$109.00 Per Foot = \$7,085.00

K) Modify Bid Item 12 from Carr Street/Packard Avenue Base Bid Form - 611 PVC

SDR35 Lateral Reconnection with WYE Cleanout, Unit Quantity to the amount of 7 Each. The resulting change increases the unit quantity by 1 Each. Contract Price Increase Amount: 1 Each x \$2,103.00 Per Each = \$2,103.00

L) Modify Bid Item 18 From Carr Street/Packard Avenue Base Bid Form - Concrete Driveway Replacement, Unit Price to the amount of 575 SF. The resulting change increases the unit quantity by 500 SF. Contract Price Increase Amount: 500 SF x \$52.00 Per SF = \$26,000.00

M) Delete Bid Item 22 From Carr Street/Packard Avenue Base Bid Form - STIPULATED OWNER ALLOWANCE (Included in all Bids). Contract Price Decrease Amount: \$20,000.00

- b. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH BRENNTAG MID-SOUTH, INC. FOR THE PURCHASE OF POWDERED ACTIVATED CARBON AT A PRICE OF \$1.19 PER POUND, HYDROFLUOSILICIC ACID AT A PRICE OF \$3.39 PER GALLON AND SODIUM HYPOCHLORITE AT A PRICE OF \$1.8625 PER GALLON FOR THE DEPARTMENT OF UTILITIES, DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT.

FISCAL NOTE:

FY2025 Bid Price Activated Carbon = \$1.190 per pound. FY2025 Estimated Annual Cost = \$21,420.

FY2024 Bid Price Activated Carbon = \$1.25 per pound FY2024 Estimated Annual Cost = \$22,500.

Decrease of \$1,080 per year or .5% budgeted in Water Production operating budget.

FY2025 Bid Price Hydrofluosilicic Acid = \$3.39 per gallon. FY2025 Estimated Annual Cost = \$81,360

FY2024 Bid Price Hydrofluosilicic Acid = \$3.50 per gallon. FY2024 Estimated Annual Cost = \$84,000

Decrease of \$2,640 per year or 3.1% budgeted in Water Production operating budget.

FY2025 Bid Price Sodium Hypochlorite = \$1.863 per gallon. FY2025 Estimated Annual Cost = \$119,232.

FY2024 Bid Price Sodium Hypochlorite = \$2.04 per gallon. FY2024 Estimated Annual Cost = \$130,560.

Decrease of \$11,328 per year or 8.7% budgeted in Water Plant operating budget.

SUMMARY: Annual chemical bid for Water & Wastewater Treatment plants.

- c. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH CHEMRITE, INCORPORATED FOR THE PURCHASE OF POTASSIUM PERMANGANATE AT A PRICE OF \$2.12 PER POUND FOR THE DEPARTMENT OF UTILITIES, DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT.

FISCAL NOTE: FY2025 Bid Price Potassium Permanganate = \$2.12 per lb. FY2025 Estimated Annual Cost = \$55,120.

FY2024 Bid Price Potassium Permanganate = \$3.17 per lb. FY2024 Estimated Annual Cost = \$82,420.

Decrease of \$27,300 per year or 33.1% budgeted in Water Plant operating budget.

SUMMARY: Annual Chemical bid for Water & Wastewater Treatment Plants.

- d. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH CITCO WATER FOR THE PURCHASE OF ALUMINUM SULFATE AT A PRICE OF \$1.761 PER GALLON AND SAND AT A PRICE OF \$0.107 PER POUND FOR THE DEPARTMENT OF UTILITIES, DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT.

FISCAL NOTE: FY2025 Bid Price Aluminum Sulfate = \$1.761 per gallon. FY2025 Estimated Annual Cost = \$96,855.

FY2024 Bid Price Aluminum Sulfate = \$1.5818 per gallon. FY2024 Estimated Annual Cost = \$86,999.

Increase of \$9,856 per year or 11.3% budgeted in Water Production operating budget.

FY2025 Bid Price Sand = \$.107 Per pound FY2025 Estimated Annual Cost = \$2,140.

FY2024 Bid Price Sand = \$.11 Per pound. FY2024 Estimated Annual Cost = \$2,200.

Decrease of \$60 per year or 2.70% budgeted in Water Production operating budget.

SUMMARY: Annual Chemical bid for Water & Wastewater Treatment Plants.

- e. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH EVONIK CORPORATION FOR THE PURCHASE OF PERACETIC ACID AT A PRICE OF \$0.797 PER POUND FOR THE

DEPARTMENT OF UTILITY OPERATIONS, DIVISIONS OF WATER
PRODUCTION AND WASTEWATER TREATMENT.

FISCAL NOTE: FY2025 Bid Price Peracetic Acid= \$.797 per pound. FY2025
Estimated Annual Cost = \$143,460.
FY 2024 Bid Price Peracetic Acid = \$.777 per pound. FY 2024 Estimated Annual
Cost = \$139,860.
Increase of \$3,600 per year or 2.57% budgeted in Wastewater Operating budget.

SUMMARY: Annual Chemical bid for Water & Wastewater Treatment Plants.

- f. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING
AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A
CONTRACT WITH POLYDYNE, INC. FOR THE PURCHASE OF LIQUID
POLYMER FOR THE WATER TREATMENT PLANT AT A PRICE OF \$17.114
PER GALLON AND FOR THE WASTEWATER TREATMENT PLANT AT A
PRICE OF \$15.308 PER GALLON, AND POLYMER CATIONIC AT A PRICE OF
\$2.41 PER POUND FOR THE DEPARTMENT OF UTILITY OPERATIONS,
DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT.

FISCAL NOTE:

FY2025 Bid Price Liquid Polymer = \$17.114 Per gallon. FY2025 Estimated Annual
Cost = \$51,342.
FY2024 Bid Price Liquid Polymer = \$12.556 Per gallon. FY2024 Estimated Annual
Cost = \$37,668
Increase of \$13,674 per year or 36.3% budgeted in Water Production operating
budget.

FY2025 Bid Price Liquid Polymer = \$15.308 Per gallon FY2025 Estimated Annual
Cost = \$45,924.
FY2024 Bid Price Liquid Polymer = \$11.954 Per gallon FY2024 Estimated Annual
Cost = \$35,862.
Increase of \$10,062 per year or 28.1% budgeted in Wastewater Plant operating
budget.

FY2025 Bid Price Polymer Cationic = \$2.410 Per pound. FY2025 Estimated Annual
Cost = \$96,400.
FY2024 Bid Price Polymer Cationic = \$1.94 Per pound. FY2024 Estimated Annual
Cost = \$77,600.
Increase of \$18,800 per year or 24.2% budgeted in Water Production operating
budget.

SUMMARY: Annual Chemical bid for Water & Wastewater Treatment Plants.

- g. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH UNIVAR SOLUTIONS USA INC. FOR THE PURCHASE OF LIQUID CAUSTIC SODA AT A PRICE OF \$1.077 PER GALLON FOR THE DEPARTMENT OF UTILITIES, DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT.

FISCAL NOTE: FY 2025 Bid Price Liquid Caustic Soda = \$1.077 per gallon.
FY2025 Estimated Annual Cost = \$64,620
FY 2024 Bid Price Liquid Caustic Soda = \$1.1250 per gallon. FY2024 Estimated Annual Cost = \$67,500.
Decrease of \$2,880 per year or 4.267% budgeted in Wastewater Plant operating budget.

SUMMARY: Annual Chemical bid for Water & Wastewater Treatment Plants.

- h. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH USALCO, LLC FOR THE PURCHASE OF POLY-ALUMINUM CHLORIDE (PAC) AT A PRICE OF \$3.2814 PER GALLON FOR THE DEPARTMENT OF UTILITIES, DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT.

FISCAL NOTE: FY2025 Bid Price Poly-Aluminum Chloride (PAC) = \$3.2814 per gallon. FY2025 Estimated Annual Cost = \$360,910.
FY2024 Bid Price Poly-Aluminum-Chloride (PAC) = \$2.8215 per gallon. FY2024 Estimated Annual Cost = \$310,365.
Increase of \$50,545 per year or 16.29% budgeted in Water Plant operating budget.

SUMMARY: Annual Chemical bid for Water & Wastewater Treatment Plants.

- i. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE AN AGREEMENT WITH KINGS DAUGHTERS AND SONS, THE SUB-RECIPIENT OF \$9,986.00 FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR A FENCE REPLACEMENT PROJECT.

FISCAL NOTE: Total Amount of Project awarded to Tri-State Construction - \$9,986.00. Community Development Block Grant (CDBG) funds for fence replacement.

SUMMARY: Contract between the City and Kings Daughters & Sons for a fence replacement to be funded with CDBG funds.

- j. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT BETWEEN THE CITY OF ASHLAND, KENTUCKY, AND TRI-STATE CONSTRUCTION FOR THE KINGS DAUGHTERS AND SONS FENCE REPLACEMENT PROJECT IN THE AMOUNT OF \$9,986.00 FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO BE PAID FROM COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

FISCAL NOTE: Total Contract Amount - \$9,986.00. To be paid from Community Development Block Grant (CDBG) funds for fence replacement.

SUMMARY: Contract between Tri-State Construction and Kings Daughters & Sons for a fence replacement to be funded with CDBG funds.

- k. First reading and approval of an ordinance entitled:

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE KENTUCKY COMBINED SEWER OVERFLOW COALITION, OF WHICH THE CITY OF ASHLAND IS A MEMBER, AND STRAND ASSOCIATES, INC. AND THE LAW FIRM OF ENGLISH, LUCAS, PRIEST AND OWSLEY REGARDING REGULATORY APPROACHES TO TERMINATING LONG-TERM CONTROL PLANS WITH THE KENTUCKY ENERGY AND ENVIRONMENT CABINET IN AN AMOUNT NOT TO EXCEED \$16,250.00.

FISCAL NOTE: City of Ashland portion not to exceed \$16,250.00.

SUMMARY: Coalition to help end regulations for communities under long term control plans.

- l. Reading and adoption of a municipal order entitled:

A MUNICIPAL ORDER OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D CHARLES, MAYOR, TO EXECUTE AN APPLICATION FOR THE KENTUCKY FIRE COMMISSION

FY2026 TRAINING FACILITY GRANT IN THE AMOUNT OF \$30,000.00 AND ACCEPTANCE UPON AWARD OF THE GRANT FOR THE ASHLAND FIRE DEPARTMENT.

FISCAL NOTE: There is no match for the grant.

SUMMARY: Grant for fire training facility for a search and rescue training prop.

- m. Reading and adoption of a municipal order entitled:

A MUNICIPAL ORDER OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE COMMONWEALTH OF KENTUCKY ENERGY AND ENVIRONMENT CABINET, DIVISION OF ABANDONED MINE LANDS, 2025 ECONOMIC REVITALIZATION (AMLER) PROGRAM TO GOVERN THE CONSTRUCTION OF THE ASHLAND CONVENTION CENTER ABANDONED MINE LAND ECONOMIC REVITALIZATION (AMLER) PROJECT; AND AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE ON BEHALF OF THE CITY OF ASHLAND ANY AND ALL DOCUMENTS ASSOCIATED WITH THE GRANT.

FISCAL NOTE: The city is applying for AMLER grant for \$2,000,000.00 which has no match.

SUMMARY: Grant application for two million dollars to go toward the Conference Center costs.

XI. EXECUTIVE SESSION

XII. ADJOURNMENT OR RECESS

**REGULAR MEETING
MARCH 27, 2025**

The Ashland Board of Commissioners met in Regular Session in the Commissioners' Chambers on the 3rd floor of the Ashland City Building, 1700 Greenup Avenue, Ashland, Kentucky on Thursday, March 27, 2025, at 12:00 PM. Those present were Commissioners: Marty Gute, Richard "Sonny" Martin, Tim Renfroe, David J. (D.J.) Rymer, II, and Mayor Chuck D. Charles, who presided. Also present: Tony D. Grubb, City Manager; Andrew K. Wheeler, Corporation Counsel; Susan W. Maddix, City Clerk; Wm. Todd Kelley, Chief of Police; Katherine Utsinger, Community and Economic Development; Barry Adkins, Director of Engineering; Steve Alley, Fire Chief; Will McKenzie, Deputy Fire Chief; Mark Hall, Director of Utilities; Sean Murray, Director of Public Services; Chris Pullem, Director of Community and Economic Development; Michelle Veach, Assistant Chief Financial Officer; Samantha Salyers, Human Resources; Steve Corbitt, Engineer; and Reporters.

AGENDA

City Manager Grubb presented the agenda of March 27, 2025. Motion was made by Gute, seconded by Renfroe, to receive & file the agenda. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay - none. Motion passed.

MINUTES

Motion was made by Martin, seconded by Rymer, to dispense with reading and approve the minutes of the Regular Meeting held on March 11, 2025. Upon voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay - none. Motion passed.

HEARINGS AND REPORTS

Ashland Police Department Pinning Ceremony

Major J. Ryan Conley promoted to Assistant Chief of Police
Lieutenant Adam Daniels promoted to the rank of Captain

Proclamation for American Red Cross

Mayor Charles read the following Proclamation:

PROCLAMATION

WHEREAS, this March, we celebrate American Red Cross Month by recognizing the compassionate acts of people in Boyd County, Kentucky, and by renewing our commitment to lend a helping hand to our neighbors in need; and

WHEREAS, since Clara Barton founded the American Red Cross more than 140 years ago, generation after generation has stepped up to deliver relief and care across our country and around the world, bringing out the best of humanity in times of crisis; and

WHEREAS, advancing this noble mission, the volunteers, blood donors, and supporters who now give back through the Tri-State Chapter remain unwavering in their commitment to prevent and alleviate human suffering in the face of today's emergencies; and

WHEREAS, during 2024 in Boyd County, Kentucky, the American Red Cross assisted 33 people impacted by disaster, collected 1,506 units of blood at 62 blood drives, provided lifesaving training to 832 people, and supported 26 military members, veterans, and their families with the help of a dozen local volunteers; and

WHEREAS, their voluntary and generous contributions shine a beacon of hope in people's darkest hours — whether it's delivering shelter, food, and comfort during disasters; providing critical blood donations for hospital patients; supporting service members, veterans, and their families; saving lives with first aid, CPR, AED, and other skills; or delivering international aid and reconnecting loved ones separated by global crises; and

WHEREAS, this work to uplift our community is truly made possible by those who selflessly answer the call to help, whenever and wherever it's needed; and

NOW, THEREFORE, I, Chuck D. Charles, Mayor of the City of Ashland, Kentucky, along with the Ashland Board of Commissioners, by virtue of the authority vested in me by the laws of Boyd County and the Commonwealth of Kentucky, do hereby proclaim March 2025 as

“RED CROSS MONTH”

in Ashland, Kentucky, and encourage all citizens to honor this observance by supporting the Red Cross through volunteering, donating blood, offering financial contributions, and spreading awareness of its vital work, ensuring that help is always available when it is needed most.

/s/CHUCK D. CHARLES, MAYOR

Mayor and Commissioners' Comments

Mayor Charles reported the “boil water advisory” was lifted. He thanked Mark Hall and his team for working together toward a quick solution. The Ashland Breakfast Kiwanis Club had a successful pancake breakfast, and Mayor Charles expressed appreciation for everyone's support. Mayor Charles announced the Ashland Key Club is 100 years old this year. It is the oldest continuing Key Club in the world which is quite an honor to reach that milestone. Congratulations to Marshall Tyson, United Way, and Scott Campbell, Ashland YMCA, for working together for a very successful “Huddle for Hunger.” Mayor Charles appreciated the partnership and groups coming together to make things happen.

Commissioner Gute welcomed everyone and echoed the Mayor's sentiments regarding the recent water outage. He thanked the businesses, restaurants and citizens for their patience. Commissioner Gute announced two upcoming ribbon cuttings at Uncle Paul and Missy's Country Kitchen and at Empower 606. Opening Day for Little League will be April 12 and the Annual Easter Egg Hunt at Central Park will be April 19. Commissioner Gute congratulated Ashland Basketball Coach Ryan Bonner and the Ashland Tomcats on their 16th Region Championship. The Tomcats won the first game of the KHSAA State Tournament and will play again on Friday.

Commissioner Renfroe congratulated Captain Adam Daniels and Assistant Chief Ryan Conley on their promotion. Commissioner Renfroe had the pleasure of working with both of them during his employment at the Ashland Police Department. Commissioner Renfroe recently attended training activities for the Ashland Fire Department and was very impressed. As a member of the Ashland Housing Authority Board, Commissioner Renfroe reported an occupancy rate of 99% with 224 on the waiting list for Scope Towers and 178 at Debord.

Commissioner Rymer congratulated Adam Daniels and Ryan Conley on their promotion. He announced the Daffodil Springtacular tea is scheduled for Sunday at the Highlands Museum and Discovery Center. The tea is dedicated to the late Norma Meek who came up with the idea to plant 100,000 daffodil bulbs in five years in an effort to attract visitors to Ashland. They are called “Meadows of Yellow.” As a side note, Commissioner Rymer stated the City Building is also 100 years old.

Commissioner Martin congratulated Captain Daniels and Assistant Chief Conley on their promotion and Officer Eric Homan who was recognized by Children's Advocacy Centers of Kentucky for his work with child victims of abuse. He expressed appreciation to Mark Hall and all city staff for working to get through some tough circumstances. Commissioner Martin reminded everyone it was Opening Day for the Cincinnati Reds!!

PUBLIC PARTICIPATION

Sandra VanHorn, 2214 Sharon Road, appeared before the Commission to report an issue with the city’s phone system. Ms. VanHorn reported she tried several times to contact different departments but was sent to voicemail. She did finally reach the Legal Department and was able to get her questions answered but advised the city needed to do something to fix the phone system.

David Boggs, 604 Unrue Street, appeared before the Commission to complain about his water pressure. Mr. Boggs stated he has spoken with various officials on numerous occasions with no solution since October 2024. He reported he received a call from Director of Utilities Mark Hall who advised Mr. Boggs that he was receiving the proper amount of pressure at the meter required by the state. Mr. Boggs also advised the solution presented to him by the city should be completed today. Corporation Counsel Wheeler advised the Board that he had been in contact with Mr. Boggs through the Attorney General’s office and the Attorney General’s office was conducting the investigation.

Michael Quade, 2652 Iroquois Avenue, appeared before the Commission regarding property he owns at 1933 Central Avenue. New Business, Item (f), requests a contract for the demolition of 1933 Central Avenue which is condemned. Mr. Quade asked for an extension of 30 to 60 days to possibly find a buyer for the property. Corporation Counsel Wheeler advised the Board he has been in touch with Mr. Quade stated there was a fire at the property in August 2023 and the property was condemned in November 2023 by Code Enforcement officials. Code Enforcement is no longer able to secure the premises and there have been approximately 17 emergency response calls within the last year. There have been numerous complaints from residents and a business in the immediate vicinity. There is approximately \$2,500 in code fines currently due in addition to City of Ashland and Ashland Independent School property taxes in the approximate amount of \$1,000.00. Mr. Wheeler advised it is nuisance property which needs to be remedied. Mr. Quade would like to give a realtor an opportunity to save the property.

Father Jon Hall, Calvary Episcopal Church, appeared before the Commission regarding the possible location of construction of a conference center. Father Hall distributed an informational handout to the Commission listing key points important to the church. He expressed concern regarding handicap parking, impact on overall aesthetics, emergency vehicle access, and the numerous ministries offered by the church. Mayor Charles advised no decision has been made regarding the location at this time. Commissioner Martin advised that discussions regarding the possible closure of 14th Street were just discussions and plans are still in the works.

OLD BUSINESS

SECOND READING AND FINAL ADOPTION

ORDINANCE NO. 22, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ASHLAND, KENTUCKY AND USALCO, LLC FOR THE TANK LEVEL MONITORING SYSTEM INSTALLATION FOR THE DEPARTMENT OF UTILITY OPERATIONS, DIVISION OF WATER TREATMENT PLANT AT NO COST TO THE CITY OF ASHLAND.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor, be and he is hereby authorized and directed to execute an Agreement between the City of Ashland, Kentucky and USALCO, LLC for the Tank Level Monitoring System at no cost to the city. A copy of said agreement is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

/s/CHUCK D. CHARLES
MAYOR

ATTEST:

/s/SUSAN W. MADDIX
CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: March 11, 2025
READOPTED BY THE BOARD OF COMMISSIONERS: March 27, 2025
PUBLISHED:

MOTION

Motion was made by Gute, seconded by Renfro, to adopt Ordinance No. 22, 2025, at this its second reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfro, Rymer and Mayor Charles. Nay – none. Motion passed.

SECOND READING AND FINAL ADOPTION

ORDINANCE NO. 23, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND APPROVING CHANGE ORDER NO. 1 BETWEEN THE CITY OF ASHLAND, KENTUCKY AND JUDY CONSTRUCTION COMPANY FOR THE ROBERTS DRIVE SCREEN REPLACEMENT PROJECT DECREASING THE CONTRACT IN THE AMOUNT OF \$39,337.00 FOR THE DEPARTMENT OF ENGINEERING.

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Change Order No. 1 in the contract authorized by Ordinance No. 194, 2024 between the City of Ashland, Kentucky and Judy Construction Company for the Roberts Drive Screen Replacement Project is hereby approved as follows:

Change Order No. 1

Original Contract Price	\$2,968,000.00
Previous Change Orders	0.00
Contract Price prior to this Change Order	2,968,000.00
Net Increase/ Decrease of this Change Order	(<u>39,337.00</u>)
Contract Price with all approved Change Orders	\$2,928,663.00

A true copy of Change Order No. 1 is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances of the City of Ashland and any parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

/s/CHUCK D. CHARLES
MAYOR

ATTEST:

/s/SUSAN W. MADDIX
CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: March 11, 2025
READOPTED BY THE BOARD OF COMMISSIONERS: March 27, 2025
PUBLISHED:

MOTION

Motion was made by Martin, seconded by Gute, to adopt Ordinance No. 23, 2025, at this its second reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

SECOND READING AND FINAL ADOPTION

ORDINANCE NO. 24, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND APPROVING CHANGE ORDER NO. 1 BETWEEN THE CITY OF ASHLAND, KENTUCKY AND LEIGHTY CONTRACTING, LLC FOR THE SIDEWALK REPLACEMENT PROJECT PHASE II DECREASING THE CONTRACT IN THE AMOUNT OF \$121,637.03 FOR THE DEPARTMENT OF ENGINEERING.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:
SECTION 1. That Change Order No. 1 in the contract authorized by Ordinance No. 168, 2023 between the City of Ashland, Kentucky and Leighty Contracting, LLC for the Sidewalk Replacement Project Phase II is hereby approved as follows:

<u>Change Order No. 1</u>	
Original Contract Price	\$1,067,065.50
Previous Change Orders	0.00
Contract Price prior to this Change Order	1,067,065.50
Net Increase/ <u>Decrease</u> of this Change Order	<u>(121,637.03)</u>
Contract Price with all approved Change Orders	\$945,428.47

A true copy of Change Order No. 1 is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances of the City of Ashland and any parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

/s/CHUCK D. CHARLES
MAYOR

ATTEST:

/s/SUSAN W. MADDIX
CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: March 11, 2025
READOPTED BY THE BOARD OF COMMISSIONERS: March 27, 2025
PUBLISHED:

MOTION

Motion was made by Gute, seconded by Renfroe, to adopt Ordinance No. 24, 2025, at this its second reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

SECOND READING AND FINAL ADOPTION

ORDINANCE NO. 25, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT BETWEEN THE CITY OF ASHLAND AND BOYD COUNTY SANITARY LANDFILL, INC. (RUMPKE) FOR A SUITABLE LANDFILL LOCATION FOR THE RECEIPT AND DISPOSAL OF COMPACTED GARBAGE AND REFUSE, RUBBLE AND RUBBISH, COLLECTED BY THE CITY OF ASHLAND FOR A PERIOD OF ONE (1) YEAR IN AN AMOUNT NOT TO EXCEED \$22.24 PER TON FOR THE DEPARTMENT OF PUBLIC SERVICES, DIVISION OF SANITATION.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor of the City of Ashland, Kentucky be and is hereby authorized to execute a contract between the City of Ashland, Kentucky, and Boyd County Sanitary Landfill, Inc. (Rumpke) for the receipt and disposal of compacted garbage and refuse, rubble and rubbish, collected by the City of Ashland for a period of one (1) year in an amount not to exceed \$22.24 per ton for the Department of Public Services, Division of Sanitation. A copy of said contract is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances of the City of Ashland and any parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

/s/CHUCK D. CHARLES
MAYOR

ATTEST:

/s/SUSAN W. MADDIX
CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: March 11, 2025
READOPTED BY THE BOARD OF COMMISSIONERS: March 27, 2025
PUBLISHED:

MOTION

Motion was made by Gute, seconded by Rymer, to adopt Ordinance No. 25, 2025, at this its second reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

SECOND READING AND FINAL ADOPTION

ORDINANCE NO. 26, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND APPROVING CHANGE ORDER NO. 5 BETWEEN THE CITY OF ASHLAND, KENTUCKY AND MECHANICAL CONSTRUCTION COMPANY FOR THE 26TH STREET PUMP STATION REHABILITATION PROJECT DECREASING THE CONTRACT IN THE AMOUNT OF \$7,241.63 FOR THE DEPARTMENT OF ENGINEERING.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Change Order No. 5 in the contract authorized by Ordinance No. 170, 2024 between the City of Ashland, Kentucky and Mechanical Construction Company for the 26th Street Pump Station Rehabilitation Project is hereby approved as follows:

Change Order No. 5

Original Contract Price	\$331,800.00
Previous Change Orders	49,509.09
Contract Price prior to this Change Order	381,309.09
Net Increase/ <u>Decrease</u> of this Change Order	(7,241.63)
Contract Price with all approved Change Orders	\$374,067.46

A true copy of Change Order No. 5 is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances of the City of Ashland and any parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

/s/CHUCK D. CHARLES
MAYOR

ATTEST:

/s/SUSAN W. MADDIX
CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS:	March 11, 2025
READOPTED BY THE BOARD OF COMMISSIONERS:	March 27, 2025
PUBLISHED:	

MOTION

Motion was made by Renfroe, seconded by Gute, to adopt Ordinance No. 26, 2025, at this its second reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

SECOND READING AND FINAL ADOPTION

ORDINANCE NO. 27, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING

CHUCK D. CHARLES, MAYOR, TO EXECUTE AND SUBMIT THE 2025-2026 KENTUCKY PRIDE FUND RECYCLING GRANT APPLICATION TO THE KENTUCKY DEPARTMENT FOR ENVIRONMENTAL PROTECTION, DIVISION OF WASTE MANAGEMENT, RECYCLING AND LOCAL ASSISTANCE BRANCH FOR THE HOUSEHOLD HAZARDOUS WASTE PROGRAM AND IF AWARDED, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY AND ALL OTHER DOCUMENTS RELATING TO THE ACCEPTANCE OF SAID GRANT; AND AUTHORIZING A 25% MATCH TO BE PAID BY THE CITY OF ASHLAND.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor of the City of Ashland, Kentucky, is hereby authorized and directed to execute and submit the 2025 – 2026 Kentucky Pride Fund Recycling Grant application to the Kentucky Department for Environmental Protection, Division of Waste Management, Recycling and Local Assistance Branch for the Household Hazardous Waste (HHW) Program for the Department of Public Services. A true copy of said grant application is attached hereto and made a part hereof by reference.

SECTION 2. That Chuck D. Charles, Mayor, is hereby authorized and directed to execute any and all other documents relating to said grant.

SECTION 3. If awarded, the Ashland Board of City Commissioners hereby approves the 25% match to be paid by the City of Ashland.

SECTION 4. All other ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 5. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 6. It is hereby authorized that publication of this ordinance be in summary form.

/s/CHUCK D. CHARLES
MAYOR

ATTEST:

/s/SUSAN W. MADDIX
CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS:	March 11, 2025
READOPTED BY THE BOARD OF COMMISSIONERS:	March 27, 2025
PUBLISHED:	

MOTION

Motion was made by Gute, seconded by Renfroe, to adopt Ordinance No. 27, 2025, at this its second reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

SECOND READING AND FINAL ADOPTION

ORDINANCE NO. 28, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONSULTING AGREEMENT BETWEEN THE CITY OF ASHLAND, KENTUCKY AND HARRISON CONSULTING, LLC TO PROVIDE CONSULTING

SERVICES AND OVERSIGHT OF THE CONSTRUCTION OF A
CONFERENCE CENTER TO BE LOCATED IN THE CITY OF
ASHLAND.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor, be and he is hereby authorized and directed to execute a Consulting Agreement between the City of Ashland, Kentucky and Harrison Consulting, LLC for consulting services and oversight of the construction of a conference center to be located in the City of Ashland and to be billed on an hourly basis. A copy of said agreement is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

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CONSENT AGENDA

RESOLUTION NO. 12, 2025

A RESOLUTION OF THE CITY OF ASHLAND, KENTUCKY, ADOPTING, AUTHORIZING AND APPROVING THE COURSE OF ACTION PRESENTED BY THE CITY MANAGER ON THE ITEMS APPEARING ON THE CONSENT AGENDA FOR THE REGULAR MEETING OF THE BOARD OF CITY COMMISSIONERS OF **MARCH 27, 2025.**

* * * * *

BE IT RESOLVED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. The Board of City Commissioners hereby adopts, authorizes and approves the action presented by the City Manager on each item appearing on the “Consent Agenda” for the regular meeting, **March 27, 2025,** attached hereto and incorporated herein, as if set out in full, is a copy of the “Consent Agenda” hereby adopted, authorized and approved.

SECTION 2. This resolution shall be in full force and effect from and after its adoption, as required by law.

/s/CHUCK D. CHARLES
MAYOR

ATTEST:

/s/SUSAN MADDIX
CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: March 27, 2025

MOTION

Motion was made by Martin, seconded by Gute, to adopt Resolution No. 12, 2025. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay - none. Motion passed.

CONSENT AGENDA ITEMS

1. City Manager recommends approval to award the bid dated March 6, 2025 in the amount of \$5,800.00 to Light's Enterprises, Inc. for the demolition and clearance of all structures located at 621 27th Street, Ashland, KY for the Department of Community and Economic Development.
2. City Manager recommends approval to award the bid dated March 6, 2025 in the amount of \$9,200.00 to Light's Enterprises, Inc. for the demolition and clearance of all structures located at 1933 Central Avenue, Ashland, KY for the Department of Community and Economic Development.
3. City Manager recommends approval to award the bid dated March 6, 2025 in the amount of \$4,800.00 to Light's Enterprises, Inc. for the demolition and clearance of all structures located at 3128 Central Avenue, Ashland, KY for the Department of Community and Economic Development.
4. City Manager recommends approval to award the bid dated March 6, 2025 in the amount of \$5,600.00 to Light's Enterprises, Inc. for the demolition and clearance of all structures located at 2220 Smith Street, Ashland, KY for the Department of Community and Economic Development.
5. City Manager recommends approval to award the bid dated March 6, 2025 in the amount of \$9,999.00 to Light's Enterprises, Inc. for the demolition and clearance of all structures located at 2143 Thomas Street, Ashland, KY for the Department of Community and Economic Development.
6. City Manager recommends approval to award the bid dated March 6, 2025 in the amount of \$9,200.00 to Light's Enterprises, Inc. for the demolition and clearance of all structures located at 2740 Carter Avenue, Ashland, KY for the Department of Community and Economic Development.
7. City Manager recommends approval to award the bid dated March 13, 2025 in the amount of \$59,659.71 to Mark Porter Chevrolet Buick GMC of Ashland for the purchase and delivery of a 2025 Silverado 2500 Crew Custom 4WD for the Ashland Fire Department and also approving payment upon acceptance of vehicle.
8. City Manager recommends approval to award the bid dated March 13, 2025 in the amount of \$295,680.00 to Rumpke of Kentucky, Inc. (Boyd Co. Sanitary Landfill) for the removal and disposition of sludge from the Wastewater Treatment Plant for the Department of Utility Operations.
9. City Manager recommends approval to pay Invoice #214314 dated January 31, 2025 in the amount of \$2,000.00 to Bell Engineering for engineering services associated with design of the Pollard Road Box Culvert Project for the Department of Engineering.
10. City Manager recommends approval to pay payment #1 dated March 7, 2025 in the amount of \$15,000.00 to FIVCO Area Development District for administration fees for the grant for the US23 and Winchester Avenue Water Main Replacement Project 22CWW104 for the Department of Utility Operations & Engineering.
11. City Manager recommends approval to pay payment #1 dated March 7, 2025 in the amount of \$15,000.00 to FIVCO Area Development District for administration fees for the grant for the US23 and Winchester Avenue Water Main Replacement Project 22CWW015 for the Department of Utility Operations & Engineering.
12. City Manager recommends approval to pay request #2 dated March 12, 2025 in the amount of \$59,129.80 to Mechanical Construction Co., for the 26th Street Pump Station Rehabilitation Project for the Department of Utility Operations.
13. City Manager recommends approval to pay Invoice #8 dated March 11, 2025 in the amount of \$3,887.50 to Hazen and Sawyer for engineering services for program

management of the EPA Lead and Copper Rule requirements for the Department of Engineering.

14. City Manager recommends approval to pay invoice #13984 dated January 3, 2025 in the amount of \$87,908.55 and invoice #14579 dated February 28, 2025 in the amount of \$8,204.34 with a total amount of \$96,112.89 to Heritage Fire Equipment for the repair of Tower #1 for the Ashland Fire Department.
15. City Manager recommends approval to award the bid dated March 13, 2025 in the amount of \$213,899.60 to Zoll Medical Corporation for the purchase and delivery of seventy-five automatic external defibrillators (AEDs) and related supplies for the Ashland Fire Department and also approving payment upon delivery of AEDs.
16. City Manager recommends approval to award the bid dated March 13, 2025 in the amount of \$64,398.00 to Leighty Contracting, LLC for the purchase and installation of concrete for Dawson Pool for the Department of Public Services.
17. City Manager recommends approval to pay invoice #6414548 dated March 7, 2025 in the amount of \$25,851.41 and invoice #6414552 in the amount of \$11,000.00 dated March 7, 2025 for a total amount of \$36,851.41 to Everett J. Prescott Inc. for the installation of insertion valves for the US 23 Waterline Replacement Project for the Department of Utility Operations.
18. City Manager recommends approval to pay payment #4 with a total amount of \$41,017.02 (Invoice #28515 dated September 25, 2024 in the amount of \$31,924.23 and Invoice #28583 dated October 29, 2024 in the amount of \$9,092.79) to Natara Corporation for the purchase and installation of guttering and a pool liner at Dawson Pool.
19. City Manager recommends approval to pay application #16 dated February 26, 2025 for Item #09-00244.00 (KYOVA)- \$130,556.38, Item #09-00307.00 (KYOVA) - \$47,719.00, Item #09-00307.00 (KYTC)- \$0.00 in the total amount of \$178,275.38 to Allard Excavation for the Winchester Avenue Improvements Project for the Department of Engineering.
20. City Manager recommends declaring the 2012 Chevrolet 3500 Crew cab (VIN: 1GC4KZC84CF203329) as surplus property. This vehicle is currently assigned to the Fire Department.
21. City Manager recommends the appointment of Trey Canafax and Christian Manning to the position of Firefighter for the Ashland Fire Department.
22. City Manager recommends approval of a contract and authorization for the Mayor to sign said contract and/or any related documents relating to consulting services provided by Michael A. Garlinger.

NEW BUSINESS
FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH LIGHT'S ENTERPRISES, INC. FOR THE PURCHASE OF ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES FOR THE DEMOLITION AND REMOVAL OF ALL DEBRIS OF 2143 THOMAS STREET IN THE AMOUNT OF \$9,999.00 FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO BE PAID FROM THE GENERAL FUND.

MOTION

Motion was made by Gute, seconded by Renfroe, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH LIGHT'S ENTERPRISES, INC. FOR THE PURCHASE OF ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES FOR THE DEMOLITION AND REMOVAL OF ALL DEBRIS OF 2220 SMITH STREET IN THE AMOUNT OF \$5,600.00 FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO BE PAID FROM THE GENERAL FUND.

MOTION

Motion was made by Rymer, seconded by Renfroe, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH LIGHT'S ENTERPRISES, INC. FOR THE PURCHASE OF ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES FOR THE DEMOLITION AND REMOVAL OF ALL DEBRIS OF 3128 CENTRAL AVENUE IN THE AMOUNT OF \$4,800.00 FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO BE PAID FROM THE GENERAL FUND.

MOTION

Motion was made by Gute, seconded by Martin, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH LIGHT'S ENTERPRISES, INC. FOR THE PURCHASE OF ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES FOR THE DEMOLITION AND REMOVAL OF ALL DEBRIS OF 2740 CARTER

AVENUE IN THE AMOUNT OF \$9,200.00 FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO BE PAID FROM THE GENERAL FUND.

MOTION

Motion was made by Gute, seconded by Renfroe, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH LIGHT’S ENTERPRISES, INC. FOR THE PURCHASE OF ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES FOR THE DEMOLITION AND REMOVAL OF ALL DEBRIS OF 621 27TH STREET IN THE AMOUNT OF \$5,800.00 FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO BE PAID FROM THE GENERAL FUND.

MOTION

Motion was made by Martin, seconded by Renfroe, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH LIGHT’S ENTERPRISES, INC. FOR THE PURCHASE OF ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES FOR THE DEMOLITION AND REMOVAL OF ALL DEBRIS OF 1933 CENTRAL AVENUE IN THE AMOUNT OF \$9,200.00 FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO BE PAID FROM THE GENERAL FUND.

MOTION

Motion was made by Martin, seconded by Gute, to adopt Ordinance No. _____, 2025, at this its first reading.

DISCUSSION

Commissioner Rymer requested confirmation of the amount of property taxes owed by Mr. Quade. Corporation Counsel Wheeler advised the approximate amount was \$1,000 for 2024. There is approximately \$2,500 owed in Code Enforcement fines.

VOTE

Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

ADDITIONAL DISCUSSION

It was noted that second reading could be voted down or delayed if action is taken on the fines, taxes, etc. and/or sold to a new owner.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO SUBMIT THE CITY OF ASHLAND’S 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AMENDMENT TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), FOR APPROVAL AND IMPLEMENTATION.

MOTION

Motion was made by Rymer, seconded by Gute, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO SUBMIT THE CITY OF ASHLAND’S 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AMENDMENT TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), FOR APPROVAL AND IMPLEMENTATION.

MOTION

Motion was made by Renfroe, seconded by Gute, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO SUBMIT THE CITY OF ASHLAND’S 2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AMENDMENT TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), FOR APPROVAL AND IMPLEMENTATION.

MOTION

Motion was made by Gute, seconded by Renfroe, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT AMENDED FIVE-YEAR CONSOLIDATED PLAN (2020 – 2024) FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT.

MOTION

Motion was made by Gute, seconded by Rymer, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT BETWEEN THE CITY OF ASHLAND AND LEIGHTY CONTRACTING, LLC FOR THE PURCHASE AND INSTALLATION OF CONCRETE AT DAWSON POOL IN THE AMOUNT OF \$64,398.00 FOR THE DEPARTMENT OF PUBLIC SERVICES, DIVISION OF PARKS & RECREATION.

MOTION

Motion was made by Martin, seconded by Gute, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF ASHLAND, KENTUCKY AND GRW ENGINEERS, INC. TO PROVIDE ENGINEERING SERVICES IN CONNECTION WITH THE DESIGN, CONSTRUCTION AND AGENCY APPROVALS OF THE 2022 WATER AND SEWER CAPITAL IMPROVEMENTS PROJECT FOR THE DEPARTMENT OF ENGINEERING INCREASING THE CONTRACT IN THE AMOUNT OF \$50,880.00.

MOTION

Motion was made by Martin, seconded by Gute, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND APPROVING CHANGE ORDER NO. 1 BETWEEN THE CITY OF ASHLAND, KENTUCKY AND C. J. HUGHES CONSTRUCTION CO., INC. FOR THE 2022 WATER AND SEWER CAPITAL IMPROVEMENTS PLAN SEWER LINING AND REPAIR PROJECT-INCREASING THE CONTRACT TIME BY 150 CALENDAR DAYS.

MOTION

Motion was made by Gute, seconded by Renfroe, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, DESIGNATING ON CERTAIN STREETS OR PORTIONS OF STREETS WITHIN SAID CITY THAT TRAFFIC SHALL MOVE IN ONLY ONE DIRECTION, PROVIDING A PENALTY FOR THE VIOLATION THEREOF, AND REPEALING ORDINANCE NO. 137, SERIES OF 2000, AS PREVIOUSLY AMENDED.

MOTION

Motion was made by Martin, seconded by Gute, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF ASHLAND, KENTUCKY AND BROOKS WELLS, INC. FOR THE PURCHASE OF 341 14TH STREET BY THE CITY OF ASHLAND IN AN AMOUNT NOT TO EXCEED \$122,500 AND AUTHORIZING CHUCK D. CHARLES, MAYOR, TO EXECUTE ANY AND ALL DOCUMENTS ASSOCIATED WITH AND/OR NECESSARY TO COMPLETE SAID PURCHASE OF REAL PROPERTY.

MOTION

Motion was made by Gute, seconded by Martin, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AMENDING ORDINANCE NO. 169, SERIES OF 1995, AS PREVIOUSLY AMENDED, COMMONLY REFERRED TO AS THE STOP SIGN ORDINANCE, AUTHORIZING THE INSTALLATION OF STOP SIGNS ON CENTRAL AVENUE AT ITS INTERSECTION WITH 23RD STREET, 24TH STREET, AND 25TH STREET.

MOTION

Motion was made by Gute, seconded by Rymer, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES MAYOR, TO EXECUTE A CONTRACT BETWEEN THE CITY OF ASHLAND AND RUMPKE OF KENTUCKY, INC. (BOYD COUNTY SANITARY LANDFILL, INC.) FOR THE REMOVAL AND DISPOSITION OF SLUDGE FROM THE CITY OF ASHLAND WASTEWATER TREATMENT PLANT AND WATER TREATMENT PLANT FOR A PERIOD OF ONE (1) YEAR IN THE AMOUNT OF \$295,680.00 FOR THE DEPARTMENT OF UTILITIES.

MOTION

Motion was made by Martin, seconded by Gute, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

READING AND ADOPTION

MUNICIPAL ORDER NO. 5, 2025

A MUNICIPAL ORDER OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ASHLAND, ASHLAND BUS SYSTEM, AND THE KYOVA INTERSTATE PLANNING COMMISSION.

* * * *

BE IT ORDERED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor, be and he is hereby authorized and directed to execute a Memorandum of Understanding between the City of Ashland, Ashland Bus System, and the KYOVA Interstate Planning Commission for the purpose of specifying the cooperative procedures for carrying out transit related planning and programming responsibilities in the Huntington, WV-KY-OH Urbanized Area, referred to as the metropolitan planning area.

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the 27th day of March, 2025.

/s/CHUCK D. CHARLES
MAYOR

ATTEST:

/s/SUSAN W. MADDIX
CITY CLERK

MOTION

Motion was made by Gute, seconded by Renfroe, to adopt Municipal Order No. 5, 2025. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

FIRST READING AND ADOPTION ONLY

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND APPROVING CHANGE ORDER NO. 2 BETWEEN THE CITY OF ASHLAND, KENTUCKY AND CTB, INC. FOR THE 17TH STREET CITY HALL ENTRANCE PROJECT DECREASING THE CONTRACT AMOUNT \$4,302.00 FOR THE DEPARTMENT OF ENGINEERING.

MOTION

Motion was made by Martin, seconded by Gute, to adopt Ordinance No. _____, 2025, at this its first reading. Upon roll call, voting aye were Commissioners Gute, Martin, Renfroe, Rymer and Mayor Charles. Nay – none. Motion passed.

RECESS

Mayor Charles declared the meeting recessed at 1:06 PM until 11:30 AM on Tuesday, April 1, 2025.

CHUCK D. CHARLES
MAYOR

ATTEST:

SUSAN W. MADDIX
CITY CLERK

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND,
KENTUCKY, REPEALING ORDINANCE NO. 184,
SERIES OF 2024, WHICH AUTHORIZED A
CONTRACT BETWEEN THE CITY OF ASHLAND
AND LIGHT'S ENTERPRISES, INC. FOR THE
DEMOLITION OF PROPERTY LOCATED AT 1213
GALLAHER DRIVE FOR THE DEPARTMENT OF
COMMUNITY AND ECONOMIC DEVELOPMENT.

* * * * *

WHEREAS, the property located at 1213 Gallaher Drive was sold through
a foreclosure action in Boyd Circuit Court;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF
ASHLAND, KENTUCKY:

SECTION 1. That Ordinance No. 184, Series of 2024, is hereby
repealed.

SECTION 2. All ordinances and parts of ordinances in conflict herewith,
to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and
after its adoption, readoption, and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be
in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: CHRIS PULLEM, DIRECTOR
COMMUNITY & ECONOMIC DEVELOPMENT

\\ORDINANCE\\Contract.Demolition.Light's Enterprises

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND APPROVING CHANGE ORDER NO. 1 BETWEEN THE CITY OF ASHLAND, KENTUCKY AND CTB, INC. FOR THE ASHLAND SENIOR CENTER STOREFRONT REHABILITATION PROJECT INCREASING THE CONTRACT IN THE AMOUNT OF \$2,391.45 FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Change Order No. 1 in the contract authorized by Ordinance No. 75, 2024 between the City of Ashland, Kentucky and CTB, Inc. for the Ashland Senior Center Storefront Rehabilitation Project is hereby approved as follows:

Change Order No. 1

Original contract price	\$149,673.00
Previous Change Orders	0.00
Contract Price prior to this Change Order	149,673.00
INCREASE/Decrease of this Change Order	<u>2,391.45</u>
Revised Contract amount	\$152,064.45

A true copy of Change Order No. 1 is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances of the City of Ashland and any parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS:

READOPTED BY THE BOARD OF COMMISSIONERS:

PUBLISHED:

REQUESTED/SPONSORED BY:

CHRIS PULLEM, DIRECTOR
COMMUNITY AND ECONOMIC DEVELOPMENT

\\ORDINANCE\Change Order.CTB.Senior Center

Change Order

Project Name: Ashland Senior Center Storefront Rehabilitation
Contractor: CTB, Inc.
Agreement Date: May 23, 2024

The following changes are hereby made to the contract:

This change order will increase the original contract by \$2,391.45.
The original contract was \$149,673.00. The amended contract will be \$152,064.45.

Justification for the change order:

To install four new electrical outlets at front of the building—one outlet on existing walls on each side of the aluminum storefronts. Existing outlets that are not connected will be removed.

This work was not included in the original bid document.

Requested by: Jacob Bisher Date: 3-26-25
Approved by: Chun Date: 3-27-25





Date: March 5, 2024

REQUEST FOR CHANGE ORDER 1

To: Chapman Technical Group
200 Sixth Avenue
St. Albans, WV 25177
Attn: Phil Warnock

Project: Ashland Senior Center
Storefront Renovation
Ashland, KY 41101

Owner: Ashland Senior Center
324 15th Street
Ashland, KY 41101

Description:

Install 4 new receptacles at front of building. One receptacle on existing walls at each side of aluminum storefronts. Existing devices that are not connected will be removed. Existing walls are plaster. We will try to use a shallow box and install in the plaster wall if this is not possible devices will be surfaces mounted and fed from below.

Storefront Replacement Price..... \$ 2,391.45

x A handwritten signature in blue ink, reading "Christina L. Meade". The signature is written in a cursive style with a horizontal line underneath it.

Christina L. Meade
C T B, Inc.

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AMENDING THE JOB DESCRIPTION FOR THE POSITION OF CAPTAIN IN THE DEPARTMENT OF POLICE OF THE CLASSIFICATION AND COMPENSATION PLAN AS ADOPTED BY ORDINANCE NO. 31, SERIES OF 2023, AS PREVIOUSLY AMENDED.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Ordinance No. 31, Series of 2023, as previously amended, being an ordinance entitled, “AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, ADOPTING A CLASSIFICATION AND COMPENSATION PLAN FOR THE CITY OF ASHLAND, KENTUCKY PROPOSED AND RECOMMENDED BY BAKER TILLY LLP CONSULTANTS; INCREASING THE PAY FOR EMPLOYEES MAKING BELOW THE MINIMUM RATE TO THE MINIMUM OF HIS/HER NEW GRADE; GRANTING A .5% INCREASE PER YEAR OF SERVICE IN POSITION TO ALL EMPLOYEES EXCEPT FOR THOSE EMPLOYEES IN GRADES 13 AND ABOVE WHO SHALL NOT RECEIVE IN EXCESS OF 3%; AND REPEALING THE SALARY CHART AND AUTHORIZED POSITIONS AS ADOPTED BY ORDINANCE NO. 51, SERIES OF 2017, AND PREVIOUSLY AMENDED,” be and said ordinance is hereby amended. The revised job description for the position of Captain in the Department of Police is hereby adopted. A copy of said revised job description is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS:

READOPTED BY THE BOARD OF COMMISSIONERS:

PUBLISHED:

REQUESTED/SPONSORED BY: MICHELLE VEACH

ASSISTANT CHIEF FINANCIAL OFFICER

\\ORDINANCE\Personnel Classification & Compensation Plan.Baker Tilly



City of Ashland, Kentucky

POSITION DESCRIPTION

<u>Position Title:</u>	Police Captain	<u>Effective Date:</u>	January 2025 April 2025
<u>Department/Division:</u>	Police	<u>Status:</u>	Non-Exempt
<u>Accountable to:</u>	Police Major/Assistant Police Chief/Police Chief	<u>Pay Grade:</u>	14

Position Summary

This is a police management class that is responsible for and performs difficult work planning, organizing, directing, coordinating, and evaluating department activities and programs. Exercising direct and indirect supervision to ensure effective delivery of services, standards, and policies set for the department. Providing on- scene coordination and management of major critical incidents encountered by criminal investigative and technical services personnel. Responsible for reviewing officer reports, scheduling, and the relaying of key issues and critical events to command staff.

Perform any other assigned duties or special events.

Supervision Received

Work is performed under the limited supervision of the Police Major or officer of higher rank

Supervision Exercised

Supervision is exercised over subordinate personnel.

ESSENTIAL FUNCTIONS

General Duties and Responsibilities:

Essential:

1. Plans, directs and coordinates activities of a police Section within the Police department.
2. Assist the Police Chief, Assistant Police Chief, Major, with planning organizing, directing, coordinating and evaluating activities and programs of the department.
3. Responsible for the analysis of criminal or traffic trends in the City of Ashland
4. Evaluates the effectiveness of police personnel and techniques.
5. Administers the delivery of services through the exercise of direct and indirect supervision over the work of units, sections or division or bureau.
6. Notifies police chief/Assistant Chief of Police/Major in a timely manner of key issues or critical events.

7. Ensures that work group complies with applicable city policies.
8. Obeys, transmits and insures uniform interpretation and full compliance with all legitimate orders.
9. Recommends to the police chief or assistant police chief modifications to departmental rules and regulations and general orders.
10. Prepares and promulgates special orders to ensure compliance with standard operating procedures and uniform enforcement of departmental order system.
11. Investigates and makes recommendations for resolution of complaints against employees and/or services rendered by the department.
12. Advises police chief or assistant police chief, or major on law enforcement related matters.
13. Makes recommendations to the police chief or assistant police chief or major the appointment, training, retention and discipline of police department employees.
14. Enforces personnel disciplinary measures.
15. Recommends new and revised ordinances.
16. Represents the City, the department and police chief or assistant chief, or major as liaison with other agencies and branches of the criminal justice system.
17. Meets with the community, both individually and collectively, concerning problems, police actions, hazardous conditions, etc.
18. Inspects the city to observe conditions, traffic problems and activities of dispatched employees.
19. Provides direct or indirect management of major criminal and non-criminal incidents handled by units, sections or division.
20. Oversees the preparation or prepares and transmits reports relevant to law enforcement services, to include, but not limited to criminal and non-criminal offenses, motor vehicle crashes, number and types of arrests, etc.
21. Participates in preparation of department budget.
22. Controls expenditures to which assigned.
23. Attends training, state and national police conferences.
24. Provides general law enforcement services as required.
25. Serves on various boards and committees.
26. Provides general law enforcement services as required.
27. Can be and is instantly called into readiness on the street and is expected to perform all duties and responsibilities listed in duties of the police officer, police sergeant, and/or police lieutenant including physically subduing and arresting violators, directing traffic, search and seizure operation area evacuations, hostage taking situations and many other circumstances including acts of nature such as tornadoes, severe snowfall and conditions that require exceptional manpower allocation.

MINIMUM QUALIFICATIONS

- **Training and Experience:** Must have completed high school or equivalent supplemented by five (5) years' work experience as a sworn officer, including the two preceding years as a lieutenant within the City of Ashland Police Department.

CERTIFICATION REQUIREMENTS

- **Certification/Licensing Requirements:** Must be certified as Kentucky Police Officer under the provisions of KRS 15.382 and 15.402; must complete 40 hours of training annually; must qualify on the Ashland Police Department weapons qualification course with the handgun, shotgun, and any other weapon assigned to or approved for the office to carry as outlined in General Order titled "Weapons Qualification Requirements"; must maintain current certification on First Aid, Automatic Electronic Defibrillator (AED), and CPR; must possess and maintain a valid Kentucky drivers' license as a condition of continued employment in this class. Will attend and complete the Department of Criminal Justice Training Course "Criminal Justice Executive Development Course" at the first available opportunity.

Special Knowledge, Skills and Abilities:

Knowledge:

1. Thorough knowledge of federal, state, and local laws, administrative regulations and ordinances regarding law enforcement.
2. Thorough knowledge of the modern principles, practices and procedures and methods of modern police organization, operations, management, and administration.
3. Thorough knowledge of departmental policies and procedures, goals, and objectives.
4. Thorough knowledge of current developments in the field of police management.
5. Thorough knowledge of patrol procedures and techniques, criminal investigation techniques, crime control methods, and report writing.
6. Thorough knowledge of the use of public records and their application to the solution of police problems.
7. Thorough knowledge of the geography of the city and the location of important buildings.
8. Knowledge of the social characteristics of the city's population.
9. Knowledge of first aid.
10. Knowledge of preventive maintenance requirements for vehicles and equipment.

Skills:

1. Skill in the use of firearms.
2. Excellent communication skills.
3. Management skills.
4. Administrative skills.
5. Skill in responding courteously and informatively to citizen requests for services, information and/or problems of concern.

Abilities:

1. Ability to supervise subordinate personnel while assisting with required duties.
2. Administrative, analytical, and supervisory abilities.
3. Ability to remember names, faces and details of incidents.
4. Ability to analyze situations and to adopt a quick, effective, and reasonable course of action with regard to surrounding hazards and circumstances.
5. Ability to obtain information through interview, interrogation, and observation.
6. Ability to prepare and/or ensure the preparation of clear and comprehensive reports.
7. Ability to learn the safe and proper use of firearms.
8. Ability to make decisions in accordance with applicable laws and policies, and to accept and share responsibility for all matters affecting the department.
9. Ability to schedule resources for maximum productivity.
10. Ability to evaluate employees and to review work performance for quality and quantity.
11. Ability to express ideas clearly and concisely, orally and in writing.
12. Ability to establish and maintain effective working relationships with city officers and employees, other police departments/agencies, and the general public.
13. Physical strength and agility; excellent physical condition.
14. Ability to carry, be proficient in the use of, and to maintain/care for standard issue weapons and other firearms.
15. It is important and expected that each officer regardless of rank, maintains a physical preparedness that will enable him/her to respond to any given situation.
16. Ability to operate police patrol vehicle for long periods of time including ability to enter and exit the vehicle many times per tour of duty; ability to physically subdue known or suspected criminal(s); ability to physically restrain combatants; ability to lift heavy objects and to demonstrate high physical endurance in walking, running, pulling, and pushing involved in searches and seizures and rescue operations; ability to climb ladders and to use upper body strength to elevate and **climbe** through windows and over fences.

17. Physical Ability: Excellent physical condition. Work ranges from light to very heavy, depending on responsibilities and duties herein described.
18. Visual Ability: Sufficient to drive an automobile in all weather and time conditions; to read and write reports; to seek and recover evidence from a crime scene; to see criminals or assailants and to seek to engage self-defense or apprehension tactics.
19. Hearing Ability: Sufficient to hear conversations with police officers and the public; to hear police radio; to hear calls for police assistance; to distinguish sounds indicating criminal activity.
20. Speaking Ability: Sufficient to verbally communicate effectively with police officers and the public; to speak over the telephone and police radio and be understood.

ADDITIONAL REQUIREMENTS

Instructions: Instructions are somewhat general; many aspects of the work are covered specifically, but also use some judgment.

Processes: Job frequently requires refining existing work method and developing new techniques, concepts or programs within established limits or policies.

Supervision/Review of Work: Completes tasks independently according to general instruction using own judgment most of the time. Responsible for directing work through other supervisors. Initiates disciplinary actions.

Analytical Requirements: Assignments frequently involve decisions based on a wide knowledge of many factors where application of advanced or technical concepts are predominantly required.

Tools, Equipment & Vehicles Used: Automobile; handgun, rifle and shotgun; typewriter and other normal office equipment, computer, police radio; radar guns, fire extinguishers, flares, breath testing device, video camera, digital camera, bio-hazard equipment, and other equipment as required.

Confidential Information: Regular use of confidential information is a job requirement.

Mental Effort: Heavy.

Interruptions: Frequent.

Contacts (Public & Internal): Public and internal contacts are a job requirement.

Availability: Must respond to calls in emergency situations at all hours; must attend meetings during evenings and weekends.

Drug and Alcohol Testing Requirements: Must participate in drug and alcohol testing as a condition of employment.

Overtime Provision: ~~Non-Exempt~~.

Additional Requirements: Must be a resident of the Commonwealth of Kentucky. Must execute a waiver which will be in force as long as employed by the City of Ashland to submit to random drug testing for illicit drugs.

WORKING CONDITIONS

The characteristics listed below are representative of the physical demands, physical agility, sensory requirements, and environmental exposures required by an individual to successfully perform the essential duties of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Employees occasionally sit but may seldomly walk or stand.
- This classification involves physical agility requirements such as: climbing, stooping, kneeling, crouching, crawling, reaching, pushing, pulling, repetitive motions and manual dexterity.
- Sensory requirements include close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for conveying detailed or important instructions to others accurately, loudly or quickly; and hearing is required to receive detailed information through oral communication and/or to make fine distinctions in sound;

Physical Exertion (Pounds)	
Up to 10	Frequent
Up to 25	Frequent
Up to 50	Frequent
Up to 100	Seldom
100 or more	Seldom

Environmental Exposures	
Work near moving mechanical parts	None
Work in high, precarious places	None
Toxic or caustic chemicals	None
Outdoor weather conditions	Frequent
Extreme Cold, non-weather	None
Extreme Heat, non-weather	None
Noise Level	Moderate

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

ADA DISCLAIMER

The City of Ashland is an Equal Opportunity Employer. ADA requires the City of Ashland to provide adequate accommodation to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

DISCLAIMER

1. This class specification does not constitute a contract between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.
2. The functions listed above are illustrative only and are not intended to cover all of the job duties and responsibilities. The omission of specific statements of duties and responsibilities does not exclude them from the class if the work is similar, related, or logical assignment to the class.

ACKNOWLEDGMENT

1. I have read, understand, and accept the class specification as written for the position Police Captain.
2. I understand that with proper training and supervision, I will be required to perform all of the essential functions of the class unassisted and without delay.

Print Name: _____

Signature: _____ Date: _____

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY,
REPEALING ORDINANCE NO. 151, SERIES OF 2023, AS
PREVIOUSLY AMENDED, WHICH ESTABLISHED THE
ASHLAND CONFERENCE CENTER ADVISORY
COMMITTEE FOR THE CITY OF ASHLAND, KENTUCKY.

* * * * *

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF ASHLAND, KENTUCKY AS FOLLOWS:

SECTION 1. That Ordinance No. 151, Series of 2023, as previously
amended by Ordinance No. 6, Series of 2025, and Ordinance No. 15, Series of 2025, is
hereby repealed.

SECTION 2. All other ordinances and parts of ordinances in conflict
herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after
its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be
in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: CHUCK D. CHARLES, MAYOR

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE AN ADDENDUM TO THE PURCHASE AGREEMENT BETWEEN THE CITY OF ASHLAND, KENTUCKY AND THE PARAMOUNT ARTS CENTER, INC. PERMITTING THE PARAMOUNT ARTS CENTER, INC. TO CONTINUE TO OPERATE AND LEASE THE THEATER THROUGH DECEMBER 31, 2025.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor, be and he is hereby authorized and directed to execute an Addendum to the Purchase Agreement between the City of Ashland, Kentucky and the Paramount Arts Center, Inc. (PAC) permitting the PAC to continue to operate and lease the Theater pursuant to the attached Addendum through December 31, 2025. A copy of said Addendum is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: ANDREW K. WHEELER
CORPORATION COUNSEL

\\ORDINANCE\\Purchase Agreement.Paramount Arts Center

ADDENDUM TO PURCHASE AGREEMENT

This document, entered into on the ____ day of April, 2025, is an addendum to the September 27th, 2024 agreement entered into by and between the **CITY OF ASHLAND, KENTUCKY** (hereinafter "City"), a City of the home-rule class, 1700 Greenup Ave., P.O. Box 1839, Ashland, Boyd County, Kentucky, 41105-1839, and the **PARAMOUNT ARTS CENTER, INC.** (hereinafter "PAC"), a Kentucky non-profit organization whose principal office is located at 1300 Winchester Ave., Ashland, Boyd County, Kentucky 41101;

WHEREAS, pursuant to the aforementioned September 27th, 2024 agreement whereby City purchased the Paramount Arts Theater and all of PAC owned real estate, City agreed to leaseback the Paramount Arts Theater and attached buildings to PAC through June 30, 2025, at no cost to PAC; and

WHEREAS City continues to recognize the cultural and economic benefits which the historic Paramount Arts Theater venue offers for the region through events, shows and performances it hosts; and

WHEREAS City understands events, shows and performances scheduled at the Paramount are require advance scheduling, City believes it is currently in the best interest of the region to grant PAC continued use of the Paramount Arts Theater through the end of 2025;

The parties agree herein that PAC shall be permitted to continue to operate and lease the Theater through December 31, 2025 subject to the following terms:

1. **EMPLOYEES.** The employees of PAC shall continue to be employees of PAC and not City.
2. **LEASE PAYMENT.** PAC agrees to lease the Paramount Arts Theater and buildings attached to the Theater for the sum of (\$1,000.00) one-thousand dollars per month for the six months from July 1, 2025, through December 31, 2025. Said payment is submitted with the execution of this agreement and the City hereby acknowledges receipt.
3. **COOPERATION.** In the event that City desires for a third party to manage and/or operate the Theater after the expiration of the lease term described herein, City shall provide PAC the same opportunity as any third party is provided to submit a proposal for operation and/or management of the Theater. PAC shall cooperate with City and any agent thereof in showing the property or premises to a prospective third party who may also submit a proposal for operation and/or management of the Theater prior to termination of PAC's lease provisions under this agreement.

This agreement shall not prohibit PAC from submitting a proposal related to the operation of the facility beyond December 31, 2025, at any time prior to the expiration of the terms of the lease provided by this addendum.

4. **FINANCIAL INFORMATION.** Beginning with the month of July 2025, PAC shall submit to City monthly financial reports detailing revenue sources and expenses, current financial statements and/or bank letters, and any audit information obtained by PAC during the leased term. Said reports shall be due by the end of each month. PAC shall also provide a copy of the 2024 audit upon completion by auditors. All financial information required herein shall be delivered to the City's Corporation Counsel. PAC acknowledges same may be subject to public disclosure upon receipt by City as Open Records Law permits.
5. **SUPPORT FOR LOCAL PROGRAMMING.** PAC will be expected to support and continue fostering local arts initiatives, including but not limited to, the Paramount Players, the Ashland Youth Ballet / Ashland Regional Dance Theatre, school productions, and youth education programs. Past programming highlights include four main-stage Paramount Players productions annually: spring, fall, and Christmas shows, as well as summer performances. For example, these types of programs include, but are not limited to: the Festival of Trees and Trains in November; the Ashland Youth Ballet's yearly Nutcracker in December; The Youth Education Series (YES) which provides vital cultural and educational experiences for local schoolchildren, with up to six performances each year. Other educational programs such as vocal lessons, arts workshops, and summer camps directly impact thousands of students annually.

PAC agrees, for the duration of the lease term herein, to maintain the same support and scheduling opportunities for the above referenced types of programs that PAC has provided over the last five (5) years, and understands their failure to do so will be deemed a material breach to this agreement.

6. **COST OF OPERATION.** PAC shall retain responsibility for costs associated with the occupation, management and operation of the Theater and attached buildings, including but not limited to all utilities, maintenance, upkeep, operations and repairs to the Theater and attached buildings until December 31, 2025, or until PAC vacates the leased premises, whichever shall happen first. This shall include, but is not expressly limited to, any and all utilities, maintenance, upkeep, operations and repairs to the physical structures, contents, furniture, equipment, supplies and appliances included in the leased property. City shall not be responsible for any utilities, maintenance, upkeep, operations or repairs to the physical structures, contents, furniture, equipment, supplies or appliances included in the leased premises and City does not warrant the condition of same. City assumes no responsibility for the operation of any physical structures, contents, furniture, equipment, supplies or appliances included on the leased premises until the leaseback expires on December 31, 2025.

However, City agrees to be responsible for the portion of any capital improvements and extraordinary maintenance which are required for the Theater and attached structures to maintain compliance with state or federal law, including but not necessarily limited to any applicable building code, that exceeds \$25,000.00. PAC agrees City's responsibility is not triggered by an aggregate total of capital improvements and extraordinary maintenance expenses, but rather is only triggered if the cost to remedy any individual issue or condition exceeds \$25,000.00, and City's responsibility shall only be that portion which is in excess

of \$25,000.00. It is expressly understood by PAC that City maintains the right to obtain any estimates, appraisals and inspections it solely deems necessary to evaluate the necessity and cost of such capital improvement and extraordinary maintenance, and that any related expenditure by City would necessarily require advance approval of the Ashland Board of City Commissioners.

PAC affirmatively represents to City that, as of the date an authorized PAC representative signs this agreement with PAC Board approval, no PAC Board member, employee or contractor has knowledge of the existence of any condition that would require the expenditure of \$25,000.00 or more, and that if PAC becomes aware prior to closing of such condition, PAC shall be obligated to disclose same to the City and PAC shall notify the City Corporation Counsel of such condition within twenty-four (24) hours of the discovery of such condition, describing the condition known to PAC in the most complete detail possible and allow for the inspection by the City and/or its chosen representative of such condition.

PAC is also solely responsible for the planning, preparation, and execution of all events. PAC agrees that, during the leaseback period, all physical structures, contents, furniture, equipment, supplies and appliances are to be used in a reasonable and acceptable manner.

7. **CONTENTS.** All contents, furniture, equipment, supplies and appliances retained on the premises after closing may be used by PAC, and PAC assumes sole responsibility to keep said items good in working and/or operating condition, and agrees to turn over said items to City at the termination of this agreement in the same or better condition, reasonable wear excepted.
8. **CONDITION OF THEATER.** PAC shall keep and maintain the leased premises in good condition and repair at all times during the term of this lease. PAC shall be responsible for all maintenance and repairs needed during the lease term, and all maintenance and repairs shall be made and performed by or at the direction of PAC, at the sole responsibility of PAC. Any and all repairs made at the direction of PAC shall be done by a competent professional or by PAC staff providing PAC Staff is capable and qualified to make said repairs. All repairs shall be done in compliance with all applicable codes and regulations. PAC shall promptly notify City, by providing written notice to the City's Corporation Counsel, of any repairs made or of any repairs which need attention during the leased term.

PAC shall also keep the leased premises clean and safe. PAC shall dispose of all rubbish, garbage or other waste in a clean and safe manner. PAC shall keep all plumbing fixtures on the leased premises in a good and working order. PAC shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances.

PAC shall be responsible for any expenses for sewer cleaning services resulting from clogged pipes / sewer back-up. PAC shall not overload electrical circuits.

PAC is responsible for maintaining lawns and landscaping of the leased premises and will be responsible for any damage caused by lack of water, abuse or neglect.

PAC shall be responsible for payment of all utilities, garbage, water and sewer charges, as well as all telephone, gas or other bills incurred during their residency.

PAC is responsible for ensuring the property complies with any and all city, county or state laws, regulations or ordinances during the leased term. In the event same does not occur, PAC shall be responsible for paying all violation fees issued.

Smoking is not prohibited in any area of the leased premises, whether private or common, enclosed or outdoors. The policy applies to PAC as well as their board members, guests, agents, contractors, employees or service persons. PAC will be responsible for enforcing this policy with all persons who visit the leased premises.

9. **HOLD HARMLESS / INDEMNITY.** PAC shall be responsible for, whether resulting from negligence or otherwise, any and all injury, damage, or breakage done by PAC, its employees, agents, invitees, or any other persons in the leased premises. PAC shall be legally responsible for any mishap or harm caused by repair work performed by PAC or any agent or employee thereof.

PAC shall indemnify and hold City harmless from and against any and all claims for damages and expenses of every kind and character to parties who may claim, sue, or demand damages for injuries sustained upon the leased premises, including but not limited to claims resulting from the acts or omissions of PAC, its employees, agents, contractors, guests, invitees, or any other persons associated with PAC. PAC will defend any such claim or suit for damages or injuries at its own expense.

10. **ASSIGNMENT.** PAC shall have no right to assign this lease, nor to sublet or grant any concession or license to use the leased premises or any part thereof without the prior written consent of City. Any assignment, subletting, concession, or license made or granted without the prior written consent of City, or any assignment or subletting by operation of law, shall be void and City may, at its option, terminate this Agreement in such event.
11. **INSPECTION.** City and its agents shall have the right, at all reasonable times during the term of this lease, to enter the leased premises for the purpose of inspecting the same, upon giving PAC two (2) days' oral or written notice of its intent to do so, unless such notice is impracticable under the circumstances. In case of emergency, City shall have the right to enter the leased premises without any notice whatsoever to PAC.
12. **NONCOMPLIANCE.** If there is any material noncompliance by PAC with any terms of this lease, City may, but shall not be obligated to, deliver written notice to PAC specifying the acts and/or omissions constituting the breach and specifying that this lease will terminate thirty (30) days after receipt of the notice. If the breach is not remedied on or before the date specified in the notice from City, the lease contained herein shall terminate. Notwithstanding the foregoing, if the breach may be remedied by repairs or the payment

of damages or otherwise and PAC remedies the breach to City's reasonable satisfaction before the date specified in the notice, this lease shall not terminate. Upon termination of this lease, City shall have the right to take possession of the property and require PAC to vacate the premises. The failure to consider this lease forfeited for failure or breach shall not be deemed to be a waiver of City's right to exercise such remedy in the event of any subsequent breach, the right to declare a forfeiture being a continuing one. Nothing contained herein, however, shall be construed to require City to re-enter and relet the leased premises in any such event or events, nor shall anything herein be construed.

13. **INSURANCE**. Unless otherwise agreed to in writing by the parties, PAC shall be responsible for maintaining insurance on the property in sufficient amounts to cover the parties' respective interests in the property from fire, casualty or liability loss until closing is complete and possession of the property is surrendered to City. PAC shall provide proof of valid insurance to the City within ten (10) days of the execution of this agreement by all parties.
14. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall be effective, subject to the contingencies contained herein, when one or more counterparts have been signed by each of the parties and delivered to the other, it being understood that all parties need not sign the same counterpart.
15. **GOVERNING LAW**. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any disputes arising hereunder that require judicial resolution shall be resolved in the Boyd County (Kentucky) Circuit Court.
16. **AUTHORITY**. PAC and City represent that each has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been respectively duly authorized by all necessary actions on behalf of the PAC and City.
17. **ACTS NECESSARY TO PERFORMANCE**. The parties hereto agree to do all things and execute and deliver all further documents as may be necessary to consummate each sale and purchase in accordance with the general tenor and intent witnessed by this Agreement.
18. **BINDING AGREEMENT**. This Agreement shall be for the benefit of and binding, not only upon the parties hereto, but also their successors and assigns, and the parties hereto agree for themselves and their successors and assigns, and anyone claiming under or through them, to execute any instruments in writing which may be necessary or proper in the carrying out of the purposes and intent hereof.
19. **COMPLETE AGREEMENT**. This Agreement shall supersede any and all prior agreements or understandings between the parties concerning the subject matter hereof, if

any, and shall govern and control any and all relations between the parties hereto with reference to such subject matter.

20. **MODIFICATION**. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the party to be charged with such change or modification.
21. **WAIVER OR CONSENT**. No waiver or any default hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated. One or more waivers shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition.
22. **NO AUTOMATIC RENEWAL**. This agreement shall not automatically renew.
23. **SIGN**. PAC requests that the sign that was previously attached to the Theater be removed by the City upon the execution of this agreement.

IN WITNESS WHEREOF, the parties hereunto execute this Agreement in multiple counterparts as of the day and year first above written.

CITY OF ASHLAND

By: _____
Chuck Charles, Mayor

PARAMOUNT ARTS CENTER, INC.

By: _____
Dr. Bill Boykin, PAC Board President

COMMONWEALTH OF KENTUCKY
COUNTY OF BOYD

Subscribed and sworn to before me by Matthew B. Perkins, Mayor, of the City of Ashland, KY and that he is authorized to sign this agreement on their behalf this the __ day of September 2024.

Notary Public ID: _____
(SEAL) My commission expires _____

COMMONWEALTH OF KENTUCKY
COUNTY OF BOYD

Subscribed and sworn to before me by Dr. Bill Boykin, PAC Board President, of the Paramount Arts Center, Inc. and that he is authorized to sign this agreement on their behalf this the __ day of September 2024.

Notary Public ID: _____
(SEAL) My commission expires _____

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND APPROVING CHANGE ORDER NO. 1 BETWEEN THE CITY OF ASHLAND, KENTUCKY AND EVERETT J. PRESCOTT INC. FOR INSTALLATION OF INSERTION VALVES FOR THE U.S. 23 WATERLINE REPLACEMENT PROJECT DECREASING THE CONTRACT AMOUNT \$6,612.65 AND INCREASING THE CONTRACT BY 139 DAYS TO JUNE 5, 2025 FOR THE DEPARTMENT OF ENGINEERING.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Change Order No. 1 in the contract authorized by Ordinance No. 167, 2024 between the City of Ashland, Kentucky for Installation of Insertion Valves for the U.S. 23 Waterline Replacement Project is hereby approved as follows:

Change Order No. 1

Original contract price	\$119,194.85
Change Order No. 1	<u>-\$6,612.65</u>
Revised Contract amount	\$112,582.20

Original Completion Date – January 17, 2025
Revised Completion Date – June 5, 2025
Completion date extended by 139 days.

A true copy of Change Order No. 1 is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances of the City of Ashland and any parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY:
\\ORDINANCE\Agreement\Everett

BARRY ADKINS, DIRECTOR OF ENGINEERING

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 04/03/2025	Date Requested: 04/08/2025
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other	ORDINANCE FOR THE AUTHORIZATION OF CHANGE ORDER NO. 1 TO THE CONTRACT WITH EVERETT J. PRESCOTT INC. FOR THE INSERTION VALVES FOR US 23 WATERLINE REPLACEMENT PROJECT

RECOMMENDATION:

Barry Adkins, Director of Engineering requests permission for an Ordinance from the City of Ashland, Kentucky, authorizing Chuck D. Charles, Mayor, to sign Change Order No. 1 to the contract with Everett J. Prescott, Inc. 32 Prescott St. Gardiner, ME 04345 for the Insertion Valves for US 23 Waterline Replacement Project.

DISCUSSION:

Contract Price Increase Amount \$3,387.35 (New EZ-08-GBU-24 Gate Valve Build Up) – Contract Price Decrease Amount \$10,000.00 (Stipulated Owner Allowance) – Total Decrease \$6,612.65 and Increase Contract Time Amount 139 Days.

FISCAL IMPACT:

Original Contract Amount	\$ 119,194.85
<u>Change Order No. 1 Decrease Amount</u>	<u>6,612.65</u>
Final Contract Amount	\$ 112,582.20

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

Prepared by:

Recommended by:

Approved by:

Teena Rucker

Teena Rucker

Barry Adkins

City Manager

CHANGE ORDER NO.: 1 (Final Adjusting)

Owner:	City of Ashland	Owner's Project No.:	03700
Engineer:	City Of Ashland	Engineer's Project No.:	03700
Contractor:	Everett J. Prescott Inc.	Contractor's Project No.:	N/A
Project:	Insertion Valves For Water Main Replacement Phase 2 US 23; Winchester Avenue		
Contract Name:	Insertion Valves For Water Main Replacement Phase 2 US 23; Winchester Avenue		
Date Issued:	April 24, 2025	Effective Date of Change Order:	April 24, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

- A) Incorrect Pipe O.D. requiring New EZ-08-GBU-24 Gate Valve Build Up.

Contract Price Increase Amount: \$3,387.35

- B) Delete Bid Item 4 – Stipulated Owner Allowance (Included in all Bids)

Contract Price Decrease Amount: \$10,000.00

- C) Time Extension to the Contract.

Contract Time Increase Amount: 139 Days

Attachments:

03/28/2025 Time extension request, from Everett J. Prescott Inc.

03/21/2025 Letter from Everett J. Prescott Inc. presenting cost breakdown for the item.

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 119,194.85		Substantial Completion:	January 17, 2025
		Ready for final payment:	February 01, 2025
No increase or decrease from previously approved Change Orders No. 0 to No. 0:		No increase or decrease from previously approved Change Orders No. 0 to No. 0:	
\$ (0.00)		Substantial Completion:	0 days
		Ready for final payment:	0 days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 119,194.85		Substantial Completion:	January 17, 2025
		Ready for final payment:	February 01, 2025
Decrease this Change Order:		Increase this Change Order:	
\$ (6,612.65)		Substantial Completion:	139 days
		Ready for final payment:	139 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 112,582.20		Substantial Completion:	June 5, 2025
		Ready for final payment:	June 20, 2025

EJCDC® C-941, Change Order.

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Page 1 of 2

Recommended by Engineer

By: Barry Adkins

Title: Director of Engineering

By: Barry Adkins

Date: 4/2/2025

Accepted by Contractor

Frank Gibson

Midwest Sales Manager

Jack Jan
4/2/2025

Authorized by Owner

By: Chuck Charles

Title: Mayor

By: _____

Date: _____



Ashland, Kentucky EZ Valves

To Whom it May Concern,

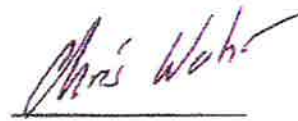
Due to having the incorrect O.D. of the 24" pipe, we will be needing to order a new 24" Gate Valve Build-up. Estimated time to ship from the vendor is five(5) weeks, plus any transit time. Assuming the at we place the order the day after your meeting on the 24th of April 2025, we would expect to complete the insertion no later than June 20th, 2025.

J.P. Tremblay



Sales Rep

Chris Wehr



Service Tech

J.P. Tremblay

Sales Rep

Huber Heights, OH

BID FOR City of Ashland

Date: 03/21/2025

Bid #5560752 Information



Account Name: City of Ashland

Date: 03/21/2025

Team EJP is pleased to present the following materials quotations as our interpretation of this project's contract document specifications and drawings. It is the responsibility of the customer to verify their own final quantities and interpretation of the project materials specifications.

All materials pricing included in this proposal reflects the entire scope of materials for this project. Any change in materials or project scope may be subject to repricing.

All pricing is at current economic conditions. pricing may be updated due to tariff related product cost adjustments!

For current lead times on DI pipe, please contact your local EJP representative. Large diameter pipe or pipe containing specialty joints, linings, or coatings carry longer lead times that will be provided at the time of order unless otherwise noted on this proposal.

Ductile Iron pipe 18" and larger, or any ductile iron pipe with specialty coatings and/or linings, will require a "MTO" (Made-To-Order) confirmation. No orders requiring a "MTO" will be processed until confirmation is received from customer. MTO materials are NON-CANCELLABLE!

Freight terms and lead times are subject to change due to current market and manufacturing availability. All freight estimates are provided as only estimates. Customers will be charged the actual freight cost at the time of shipment.

Team EJP is in no way responsible for incurring any costs or back charges that may be associated with project scheduling conflicts or deadlines resulting in delays from manufacturing or transportation.

We hope this proposal assists you in your project costing. We are available to answer any questions regarding this proposal that you may have. We understand that these are very trying times and please know that Team EJP is always committed to doing everything we can to assist in making your project a success.

Payment terms are net 30 days from the date of invoice.

All non-stock items are non-returnable, non-cancellable, and no credit will be offered.

Team EJP is not able to certify product compliance for American Iron & Steel products and does not accept any liability for any statements made by the manufacturer that are later determined to be false.

Safety is always our priority, and the customer must ensure all site conditions meet or exceed current OSHA regulations. Team EJP service technicians will, under no circumstances, will enter any hazardous site, trench, confined space, or any other unsafe environment and reserves the right to decline entry, work, or completion of expected work if any violation of current OSHA regulations or other dangerous hazards is found.

BID FOR City of Ashland**Date:** 03/21/2025**Bid #5560752 Information**

EJP Number	Product	Unit of Measure	Quantity	Unit Price	Extended Price
Non Stock Item	EZ-08-GBU-24 GATEVALVE BUILD UP	EA	1	\$ 3,387.35	\$ 3,387.35
	SUBTOTAL				\$ 3,387.35
	TOTAL				\$ 3,387.35

BID FOR City of Ashland

Date: 03/21/2025

Bid #5560752 Information



E.J. Prescott, Inc. Terms and Conditions of Sale

- **Prices:** All prices are subject to change without notice, except where firm quotations have been provided in writing by authorized management personnel of EJP.
- **Taxes:** Prices do not include any present or future federal, state, or local taxes (including, without limitation, sales tax, use tax, excise tax, or otherwise) unless specifically stated. It is the responsibility of the Buyer to pay all such taxes. Taxes where applicable may be added to the price of the products and shall be paid by the Buyer, unless the Buyer furnishes to EJP a tax exemption certificate in a form agreeable to the applicable taxing authorities. If EJP is required to prepay any such tax, Buyer will reimburse EJP in full upon demand.
- **Payment Terms:** EJP Open Credit accounts are established for commercial, non-consumer use only. Unless an approved commercial Open Credit account is established, payment in good funds or approved check must be made before or at time of delivery. Commercial Credit terms are Net 30 days, no cash discounts allowed. Service Charges commence after 30 days and are calculated on the last day of the month in which the 30th day falls. SERVICE CHARGE IS 1½ % PER MONTH (18% A.P.R.) ON THE BALANCE OVER 30 DAYS OF AGE, THE BUYER AGREES TO PAY ALL COSTS AND EXPENSES OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, and EJP claims a mechanic's lien under applicable state law.
- **Acceptance by EJP:** All orders from the Buyer are subject to acceptance by authorized personnel of EJP, and, in the case of Open Account Sales, approval of the EJP Credit Department.
- **Cancellations:** SPECIAL OR NON-STOCK ITEMS MAY NOT BE CANCELLED OR RETURNED AFTER THE PRODUCT(S) IS PLACED INTO PRODUCTION. All charges and costs incurred by EJP as a result of cancellations or order changes will be billed to the Buyer.
- **Delivery:** EJP will make a good faith effort to complete delivery of the products; provided, however, that EJP assumes no responsibility or liability for loss or damage due to delay or inability to deliver, if such non-performance was the result of any events or circumstances beyond the control of EJP, including, but not limited to, acts of God, war, labor difficulties, fire, accidents, inability to obtain materials, and delays of carriers, contractors, suppliers, or manufacturers. Under no circumstances shall EJP be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.
- **Shipment:** Shipment of all products is to one given destination for all items including pipe, unless otherwise indicated in writing. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if EJP ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit should be made by Buyer to the carrier, as EJP's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier. Delivery will be made on hard surfaces only. Any damage or towing charges resulting from "non hard surface deliveries" shall be the responsibility of the Buyer.
- **Inspection and Acceptance:** Claims for damage, shortage or errors in shipping must be reported within 10 days following delivery to Buyer. Buyer shall have 10 days from the date Buyer receives any products to inspect such products and services for defects and nonconformance and notify EJP, in writing, of any defects, nonconformance or rejection of such products. After such 10 day period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such 10 day period is a reasonable amount of time for such inspection and revocation.
- **Returns:** Materials cannot be returned without EJP's written consent. NO RETURNS ARE ALLOWED AND NO REFUNDS WILL BE MADE ON (i) PIPE OR (ii) SPECIALLY FABRICATED OR ORDERED ITEMS. THE SOLE AND EXCLUSIVE REMEDY FOR SUCH ITEMS ALLEGED TO BE DEFECTIVE IN WORKMANSHIP OR MATERIAL WILL BE THE REPLACEMENT OF THE ITEMS SUBJECT TO THE MANUFACTURER'S INSPECTION AND WARRANTY. All other returned material is subject to a MINIMUM 25% RE-HANDLING CHARGE, plus transportation charges. Unless otherwise agreed by the Buyer and EJP, all credit for returned material will be applied to future orders, subject to approval by the EJP Credit Department.
- **Warranty:** THE BUYER'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. EJP MAKES NO EXPRESS OR IMPLIED WARRANTIES. EJP HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE, UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL EJP BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OR REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, OR REPAIR OF THE PRODUCTS SOLD BY EJP. BUYER ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL EJP'S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S).
- **Entire Agreement:** This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by authorized management personnel of EJP. All transactions shall be governed solely by the terms and conditions contained herein. All purchase orders issued pursuant to an EJP quotation shall be deemed issued subject to all EJP terms and conditions herein contained. These terms and conditions shall supersede those of the Buyer.
- **Governing Law:** This transaction shall be governed in all respects by the laws of the State of Maine (excluding choice of law provisions). All actions, regardless of form, arising out of or in connection with this transaction, the products sold by EJP, or the relationship between the Buyer and EJP shall be brought in the courts of the State of Maine within the applicable statutory period.
- **Communications:** Payments only should be directed to: E.J. Prescott, Inc., P.O. Box 350002, Boston, MA 02241-0502. All other correspondence and inquiries should be directed to your local EJP Division. The Home Office address is 32 Prescott Street, P.O. Box 600, Gardiner, Maine 04345. Telephone (207) 582-1851. Fax (207) 582-5637. E-mail ejp@ejpprescott.com.
- **Internal Television Inspection:** We are pleased to announce that we now can offer internal television inspection of sewer and drain lines with full DVD recording.
- **Sewer Pipe Repair:** E.J. Prescott is pleased to announce that we now offer No Dig repairs of sewer pipe from 3 through 12 inch diameter without need of bypass pump.
- **Service Department:** We at E.J. Prescott have a fully equipped service department that can perform many services to help you complete your project. Digital leak locating, Leak Survey, Main line taps, Water and sewer testing, Polyethylene fusion and Quick valves from 4 to 12 inch. These are just some of the services we can help you with.

Please call your representative for additional information and quotes

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ASHLAND, KENTUCKY AND HDR ENGINEERING, INC. FOR ENGINEERING SERVICES FOR THE OPTIMIZATION AND GROWTH DISTRIBUTION SYSTEM MODELING PROJECT IN THE AMOUNT NOT TO EXCEED \$222,128.00 FOR THE DEPARTMENT OF UTILITY OPERATIONS.

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor, be and he is hereby authorized and directed to execute an Agreement between the City of Ashland, Kentucky and HDR Engineering, Inc. for professional engineering services for the Optimization and Growth Distribution System Modeling Project in the amount not to exceed \$222,128.00 for the Department of Utility Operations. A copy of said agreement is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: MARK HALL, DIRECTOR OF UTILITY OPERATIONS
\\ORDINANCE\Agreement.hdr engineering.optimization and growth distribution system modeling

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 04/03/2025	Date Requested: 04/08/2025
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other	AGREEMENT WITH HDR ENGINEERING, INC. FOR THE OPTIMIZATION AND GROWTH DISTRIBUTION SYSTEM MODELING

RECOMMENDATION:

Mark Hall, Director of Utility Operations, requests permission for an Ordinance from the City of Ashland, Kentucky, authorizing Chuck D. Charles, Mayor, to enter into an agreement with HDR Engineering, Inc P.O. Box 74008202 Chicago, IL 60674-8202 for the Optimization and Growth Distribution System Modeling.

DISCUSSION:

Scope of Work Project Management, Accounting and Quality Control and Hydraulic Modeling.

FISCAL IMPACT:

No to exceed \$222,128.00. Budget Adjustment will need to be done.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

None.

Prepared by:

Recommended by:

Approved by:

Teena Rucker

Teena Rucker

Mark Hall

City Manager

March 12, 2025

Mark Hall
Director of Utilities
City of Ashland
1700 Greenup Avenue
Ashland, KY 41105

RE: Proposal for Engineering Services – Optimization and Growth Distribution System Modeling –

Dear Mark:

Scope of Work

TASK 1 - Project Management, Accounting and Quality Control

Project management activities include contract execution and set-up, monthly budget tracking and reporting, invoicing, coordination of staff and coordination of quality control activities, and project close-out activities.

TASK 2 – Hydraulic Modeling

Task will include but not limited hydraulic model updates, analysis, and alternative model runs. Activities include:

- Hydraulic model runs for various scenarios (i.e. demand changes, potential developments, distribution changes, etc.)
- Hydraulic model updates based on distribution modifications (i.e. waterline installs, pump changes, GIS updates, control modifications, etc.)
- Conceptual development of distribution system improvements for modeling scenarios or to achieve specified parameters (i.e. available demand, minimum pressure, etc.)
- Development of Technical Memorandums to document findings from hydraulic modeling

Fee, terms and conditions

HDR has invoiced \$109,422.00 from the project for the previously completed 13th Street Tank Rehabilitation and Replacement tasks from a total lump sum contract amount of \$331,550. HDR assumes all prior tasks on the 13th Street Tank scope of work are presumed void, and no additional activity is required for the Original Agreement and Amendment No. 1. The remaining balance from the lump sum contract is \$222,128 which will be applied to the proposed scope of work with no increase in the overall fee.

Original Contract Amount	\$142,300
Amendment No.1 Fee Amount	\$189,250
Total Contract Amount	\$331,550
Work Completed to Date	\$109,422
Remaining Balance of Original and Amendment No. 2	\$222,128

HDR proposes these services on an hourly basis not-to-exceed amount of \$222,128. Labor will be invoiced at the actual hourly rate x 3.2 multiplier for overhead and profit and expenses at cost.

Thank you again for the opportunity to provide this proposal. Please contact Ross Guffey at 859.629.4825 or ross.guffey@hdrinc.com if you have any questions.

Sincerely,

Ross Guffey, PE
Water / Wastewater Section Manager

Erica L. Albrecht, PE
Vice President

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND,
KENTUCKY, AUTHORIZING AND APPROVING
CHANGE ORDER NO. 3A – PROJECT ITEM #9-244
AND CHANGE ORDER NO. 3B – PROJECT ITEM #9-
307 BETWEEN THE CITY OF ASHLAND, KENTUCKY
AND ALLARD EXCAVATION LLC FOR THE
WINCHESTER AVENUE IMPROVEMENTS PROJECT
INCREASING THE CONTRACT IN THE AMOUNT OF
\$449,139.00 FOR THE DEPARTMENT OF
ENGINEERING.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Change Order No. 3A – Project Item #9-244 in the amount of \$224,614.00 and Change Order No. 3B – Project Item #9-307 in the amount of \$224,525.00 in the contract authorized by Ordinance No. 127, 2023 between the City of Ashland, Kentucky and Allard Excavation LLC for the Winchester Avenue Improvements Project are hereby approved as follows:

Original Contract Price	\$7,247,275.01
Previous Change Orders	537,494.72
Revised Contract Price	7,784,769.73

<u>Change Order No. 3A – Project #9-244</u>	<u>224,614.00</u>
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<u>Change Order No. 3B – Project #9-307</u>	<u>224,525.00</u>
--	--------------------------

Contract Price with all approved Change Orders	\$8,233,908.73
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A true copy of Change Order Nos. 3A and 3B is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances of the City of Ashland and any parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: BARRY ADKINS
DIRECTOR OF ENGINEERING

\\ORDINANCE\Change Order.Allard Excavating

KENTUCKY TRANSPORTATION CABINET

Local Public Agency (LPA)

Change Order Form

Project Item #9-244

Change Order No	3 A	Project Sponsor	City of Ashland
Contractor	Allard Excavating LLC	County	Boyd
Contractor Address	59 High Street South Webster, OH 45682	Project Item Number	9-307 9-244
		Project Name	Winchester Ave

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	DGA Base	250.000	TON	43.00	10,750.00
307	Asphalt Surface	273.000	CY	480.00	131,040.00
2101	Concrete Entrance Pavement - 8 IN	696.000	CY	119.00	82,824.00
<i>Total for this Page</i>					224,614.00
<i>Total for Continuation Page(s)</i>					
<i>Total Contract Items</i>					

Proposed Items of Supplemental Agreement:

Ref. No.	Description	Quantity	Unit	Unit Price	Amount

Time Extension/Explanation:

NONE

<i>Total for this Page</i>	
<i>Total for Continuation Page(s)</i>	
<i>Total Supplemental Agreement</i>	
<i>Total Increase Amount</i>	\$ 224,614.00

Reasons for Proposed Changes:

The items above were of overruns for the project due to added concrete entrances and reconstruction of entrances to meet the property owner request. Additional Asphalt Surface was require to assure the corridor aesthetics, proper drainage, constructibility, and smooth transition to existing conditions.

If approved by Transportation Cabinet, the undersigned contractor agrees to do the work outlined herein and to accept as payment in full the basis of payment as set forth herein.

Requested _____
LPA Project Engineer _____ DATE _____

Approved _____
LPA Person in Responsible Charge _____ DATE _____

Recommended _____
Chief District Engineer _____ DATE _____

Recommended _____
Assistant State Highway Engineer _____ DATE _____

Approved _____
State Highway Engineer _____ DATE _____

Allard Excavating LLC

Contractor Name

By: _____

Contractor Signature

Date

KENTUCKY TRANSPORTATION CABINET

Local Public Agency (LPA)

Change Order Form

Change Order No	3 B	Project Sponsor	City of Ashland
Contractor	Allard Excavating LLC	County	Boyd
Contractor Address	59 High Street South Webster, OH 45682	Project Item Number	9-307
		Project Name	Winchester Ave

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	DGA Base	335.000	TON	43.00	14,405.00
307	Asphalt Surface	79.000	TON	193.00	15,247.00
2555	Concrete Entrance Pavement - 8 IN	458.000	SY	124.00	56,792.00
2555	Class B Concrete	21.000	CY	443.00	9,303.00
L11	200A 1P Panel	2.000	Each	17,625.00	35,250.00
L13	#3/0 Ducted Cable	1,732.000	LF	54.00	93,528.00
Total for this Page					224,525.00
Total for Continuation Page(s)					
Total Contract Items					

Proposed Items of Supplemental Agreement:

Ref. No.	Description	Quantity	Unit	Unit Price	Amount
Total for this Page					
Total for Continuation Page(s)					
Total Supplemental Agreement					
Total Increase Amount					\$ 224,525.00

Time Extension/Explanation:

NONE

Reasons for Proposed Changes:

The items above were for the additon of 2 panel boxes that include plugs and wiring from power source. The reconstruction of entrances to meet the request of the property owner and the addition of Class B Concrete for the relocation of the power source after AEP determined that the original location could not provide adaqueate power. Reconstruction of the bus shelter area entrances that we changed near the alley to remain.

If approved by Transportation Cabinet, the undersigned contractor agrees to do the work outlined herein and to accept as payment in full the basis of payment as set forth herein.

Requested _____
LPA Project Engineer DATE

Approved _____
LPA Person in Responsible Charge DATE

Recommended _____
Chief District Engineer DATE

Recommended _____
Assistant State Highway Engineer DATE

Approved _____
State Highway Engineer DATE

Allard Excavating LLC

Contractor Name

By:

Contractor Signature

Date

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 04/11/2025	Date Requested: 04/24/2025
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Other Consent	AWARD BID FOR BULK CHEMICALS

RECOMMENDATION:

Mark Hall, Director of Utility Operations requests the Board of Commissioners award the bid for the purchase of Bulk Chemicals to the following bidders Divisions of Water Production and Wastewater Treatment, Department of Utility Operations.

DISCUSSION:

Univar Solution USA Inc.....	Liquid Caustic Soda	\$1.077 per gal.
Brenntag Mid-South Inc.....	Powdered Act. Carbon	\$1.190 per lb.
Brenntag Mid-South Inc.	Hydrofluosilicic Acid	\$3.390 per gal.
Polydyne Inc.	Liquid Polymer (WWTP)	\$15.308 per gal.
Chemrite Incorporated	Potassium Permanganate	\$2.12 per lb.
Citco Water	Aluminum Sulfate	\$1.761 per gal.
Usalco LLC.....	Poly-Aluminum Chloride (PAC)	\$3.281 per gal.
Citco Water	Sand	\$0.107 per lb.
Polydyne Inc.	Polymer Cationic	\$2.410 per lb.
Brenntag Mid-South.....	Sodium Hypochlorite	\$1.863 per gal.
Polydyne Inc.	Liquid Polymer (WTP)	\$17.114 per gal.
Evonik Corporation	Peracetic Acid.....	\$0.797 per lb.

The 2024 estimated chemical cost was \$1,077,534.00.

The 2025 estimated cost is \$1,105,421.00.

This would indicate a cost increase of \$27,887.00 or 2.59%.

All Low bids were accepted. These costs are in line with the FY25 budget requested.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Teena Rucker
Teena Rucker

Recommended by:

Mark Hall
Mark Hall

Approved by:

City Manager

City of Ashland, Kentucky

Chemical Prices Per Bid Opening 3.20.2025

COMPANY Name	March-25												* Based on 4,500 gal. min. delivery	Total
	Liquid Caustic Soda Gal.	Powdered Act Carbon Lb.	Hydrofluoric Acid Gal.	Liq Polymer WWTP Gal.	Potassium Permanganate Lb.	Aluminum Sulfate Gal.	PAC Gal.	Sand Lb.	Polymer Cationic Lb.	Sodium Hypochlorite Gal.	Liq Polymer Water Plant Gal.	Peracetic Acid Lb.		
Brenntag Mid-South Inc.	1.159	1.1900	3.3900		2.688					1.8625				
Carbon Activated Corporation		1.200												
Citico Water	2.774	1240*	3.900		5.900	1.761		0.107		2.360				
Evonik Corporation												0.797		
Pelton Environmental												0.920		
Polydyne Inc.				15.308					2.41		17.114			
Shannon Chemical Corp.					2.840									
Sterling Water Tech.		2.219												
Univar Solution USA Inc.	1.077		3.600											
USALCO, LLC						1.843	3.2814							
Chemrite Incorporated		1.520			2.12									
United Mineral					2.180									
Measurement	60,000	18,000	24,000	3,000	26,000	55,000	110,000	20,000	40,000	64,000	3,000	180,000		
Total \$ amount	64,620.00	21,420.00	81,360.00	45,924.00	55,120.00	96,855.00	327,580.00	2,140.00	96,400.00	119,200.00	51,342.00	143,460.00	1,105,421.00	
Total														
2024 Prices	1.1250	1.2500	3.50	11.954	3.17	1.5818	2.8215	0.11	1.94	2.0400	12.556	0.777		
Total 2024 Estimated Cost	67,500.00	22,500.00	84,000.00	35,862.00	82,420.00	86,999.00	310,365.00	2,200.00	77,600.00	130,560.00	37,668.00	139,860.00	\$1,077,534.00	
Percent Increase from 2024 to 2025	-4.267%	-4.800%	-3.143%	28.058%	-33.123%	11.329%	16.300%	-2.727%	24.227%	-8.701%	36.301%	2.574%	2.59%	

*We have decided to Not put Liquid Sodium Permanganate, Liquid Chlorine, & Sulfur Dioxide in the bid this year (2025) because at this point we do Not use it.
 *We added Peracetic Acid back on the bid and added New the Equipment & Services.

*Priced per supersack which is : 1.458823529 per pound
 Note: Citico sent a with draw letter for PAC. 2.978

BID OPENING
March 20, 2025, 3:15 PM
COMMISSION CHAMBERS

Present: Michael McKay, Asst. Corp. Counsel
Teena Rucker, Administrative Assistant
Christina Travis, Asst. City Clerk
Karli Callicoat, Accounting Assistant

Bids were accepted until 3 PM in the City Clerk's Office, Room 301/403 for the following:

The City of Ashland, Kentucky requested bids for the Purchase of Bulk Chemicals, Department of Engineering and Utilities, Division of Water Production and Wastewater Treatment.

Twelve (12) bids were received and opened:

<u>COMPANY NAME/ADDRESS:</u>	<u>Bid Bond/Certified Check</u>	<u>TOTAL BID</u>
CITCO Water 4034 Altizer Avenue Huntington, WV 25705	N/A	See Attached
Shannon Chemical Corporation PO Box 376 Malvern, PA 19355	N/A	See Attached
Univar Solutions USA, LLC 929 Nelson Place Trenton, OH 45067	N/A	See Attached
USALCO, LLC 2601 Cannery Avenue Baltimore, MD 21226-1510	N/A	See Attached
Polydyne, Inc. 1 Chemical Plant Road Riceboro, GA 31323	N/A	See Attached

March 20, 2024

[BID OPENING]

Brenntag Mid-South Inc. 1405 Highway 136 West Henderson, KY 42420	N/A	See Attached
Evonik Corporation 2 Turner Place Piscataway, NJ 08855	N/A	See Attached
Sterling Water Technologies, LLC P.O. Box 602 Columbia, TN 38402-0602	N/A	See Attached
Carbon Activated Corporation 2250 S. Central Avenue Compton, CA 90220	N/A	See Attached
Pelton Environmental Products 8638 Cotter Street Lewis Center, OH 43035	N/A	See Attached
United Mineral and Chemical Corp 160 Churr Avenue, Suite 206 Lyndhurst, NJ 07071	N/A	See Attached
Chemrite, Inc. 5202 Belle Wood Court, Ste 104 Buford, GA 30518	N/A	See Attached

Bids should be scanned to the Finance Department by the respected departments.

Christina Travis
Assistant City Clerk

cc: City Manager
Legal Department
Finance Department

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Approximate quantities and specific units of measure indicated.

UNITS OF MEASURE.

Quoted below per item and considered in total bid price.

Unit as the non-bulk rate. Leave blank for no bulk rate.

Order minimum with unit. Leave blank for no bulk rate.

PA approval for wastewater disinfection. PeraCide or equal.

E ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
GAL. 25%	\$ 1.1590 / gal.	\$ 69,540.00	1.1590gal	3200 gal
by Super Sack)	1,011.50 ea	\$ 4,046.00	—	4 supersacks
supersack	\$ 1.1900 / lb.			
GAL. - 1,000- 3al. Bulk	\$ 3.3900 / gal.	\$ 81,360.00	3.3900gal	1100gal
GALLONS	\$ No Bid / gal.	\$ —	—	—
LBS	\$ 2.6875 / lb.	\$ 69,875.00	—	—
Gallons / Truck	\$ No Bid / gal.	\$ —	—	—

South, Inc. _____

**RM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Approximate quantities and specific units of measure indicated.

UNITS OF MEASURE.

Quoted below per item and considered in total bid price.

Unit as the non-bulk rate. Leave blank for no bulk rate.

Order minimum with unit. Leave blank for no bulk rate.

PA approval for wastewater disinfection. PeraCide or equal.

ESTIMATED ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
1000 GALLONS	\$ No Bid / gal.	\$ _____	_____	_____
1000 LBS	\$ No Bid / lb.	\$ _____	_____	_____
1000 LBS	\$ No Bid / lb.	\$ _____	_____	_____
1000 GALLONS	\$ 1.8625 / gal.	\$ 119,200.00	1.8625gal	4500 gal
1000 GALLONS	\$ No Bid / gal.	\$ _____	_____	_____

TOTAL BID AMOUNT \$ 344,021.00

_____, Inc. PHONE NO. 828-729-7557

TITLE: Municipal Contract Specialist

DATE: 3/11/25

**RM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

proximate quantities and specific units of measure indicated.

UNITS OF MEASURE.

stated below per item and considered in total bid price.

unit as the non-bulk rate. Leave blank for no bulk rate.

order minimum with unit. Leave blank for no bulk rate.

PA approval for wastewater disinfection. PeraCide or equal.

I will need to Supply Equipment, Mobilization & Related Services.

ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
1000 LBS or APPROX GALLONS	\$ No Bid / lb.	\$ —	—	—
				—
	\$ No Bid	\$ —	—	—
	\$ No Bid	\$ —	—	—
	No Bid	\$ —	—	—

South, Inc. _____

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

approximate quantities and specific units of measure indicated.

USE UNITS OF MEASURE.

be stated below per item and considered in total bid price.

me unit as the non-bulk rate. Leave blank for no bulk rate.

ate order minimum with unit. Leave blank for no bulk rate.

th EPA approval for wastewater disinfection. PeraCide or equal.

RANGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
000 GAL. 25%	\$ No Bid / gal.	\$		
,000 LBS or APPROX 000 GALLONS	\$ No Bid / lb.	\$		
ice by Super Sack) Packed as 750 lb	\$ 1.20 / lb.	\$		3000 lb
000 GAL. - 1,000- 00 Gal. Bulk	\$ No Bid / gal.	\$		
00 GALLONS	\$ No Bid / gal.	\$		
000 LBS	\$ No Bid / lb.	\$		
000 Gallons k by Truck	\$ No Bid / gal.	\$		

Activated Corporation

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

approximate quantities and specific units of measure indicated.

USE UNITS OF MEASURE.

be stated below per item and considered in total bid price.

me unit as the non-bulk rate. Leave blank for no bulk rate.

ate order minimum with unit. Leave blank for no bulk rate.

th EPA approval for wastewater disinfection. PeraCide or equal.

RAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
1,000 GALLONS	\$ No Bid / gal.	\$		
TON	\$ No Bid / lb.	\$		
TON	\$ No Bid / lb.	\$		
000 GALLONS	\$ No Bid / gal.	\$		
10 GALLONS	\$ No Bid / gal.	\$		

TOTAL BID AMOUNT \$

ated Corporation PHONE NO. 310-885-4555
TITLE: General Counsel, Secretary & Senior Vice President
DATE: 3/14/2025

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Approximate quantities and specific units of measure indicated.

USE UNITS OF MEASURE.

Be stated below per item and considered in total bid price.

Use unit as the non-bulk rate. Leave blank for no bulk rate.

State order minimum with unit. Leave blank for no bulk rate.

Must have EPA approval for wastewater disinfection. PeraCide or equal.

APPROXIMATE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
1000 GAL. 25% (by Super Sack)	\$ _____ / gal. \$ <u>1.52</u> / lb.	\$ _____ \$ <u>1368.00 per SS</u> <u>3 SS min order</u>	_____	_____
1000 GAL. - 1,000- 10 Gal. Bulk	\$ _____ / gal.	\$ _____	_____	_____
1000 GALLONS	\$ _____ / gal.	\$ _____	_____	_____
1000 LBS	\$ <u>2.12</u> / lb.	\$ <u>55,120.00</u>	_____	_____
1000 Gallons by Truck	\$ _____ / gal.	\$ _____	_____	_____

Incorporated _____

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Approximate quantities and specific units of measure indicated.

USE UNITS OF MEASURE.

Be stated below per item and considered in total bid price.

Use unit as the non-bulk rate. Leave blank for no bulk rate.

State order minimum with unit. Leave blank for no bulk rate.

Must have EPA approval for wastewater disinfection. PeraCide or equal.

APPROXIMATE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
100,000 GALLONS	\$ _____ / gal.	\$ _____	_____	_____
100,000 LBS	\$ _____ / lb.	\$ _____	_____	_____
100,000 LBS	\$ _____ / lb.	\$ _____	_____	_____
100,000 GALLONS	\$ _____ / gal.	\$ _____	_____	_____
100,000 GALLONS	\$ _____ / gal.	\$ _____	_____	_____

TOTAL BID AMOUNT \$ 56,488.00

Company Name: _____ PHONE NO. 770-271-5576

TITLE: President

DATE: 3-17-25

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

approximate quantities and specific units of measure indicated.

USE UNITS OF MEASURE.

be stated below per item and considered in total bid price.

ne unit as the non-bulk rate. Leave blank for no bulk rate.

ite order minimum with unit. Leave blank for no bulk rate.

h EPA approval for wastewater disinfection. PeraCide or equal.

you will need to Supply Equipment, Mobilization & Related Services.

AGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
1000 LBS or APPROX 100 GALLONS	\$ / lb.	\$		
	\$	\$		
	\$	\$		
		\$		

orporated _____

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Approximate quantities and specific units of measure indicated.

USE UNITS OF MEASURE.

Be stated below per item and considered in total bid price.

Use unit as the non-bulk rate. Leave blank for no bulk rate.

State order minimum with unit. Leave blank for no bulk rate.

Has EPA approval for wastewater disinfection. PeraCide or equal.

APPROXIMATE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
1000 GAL. 25%	\$ <u>2.774</u> / gal.	\$ <u>166,440.00</u>	<u>NA</u>	<u>NA</u>
1000 LBS or APPROX 100 GALLONS	\$ <u>NO Bid</u> / lb.	\$ _____	_____	_____
Per Super Sack)	\$ <u>1,240.00</u> / lb.	\$ _____	<u>NA</u>	<u>NA</u>
1000 GAL. - 1,000- 0 Gal. Bulk	\$ <u>3.90</u> / gal.	\$ <u>93,600.00</u>	<u>NA</u>	<u>NA</u>
1000 GALLONS	\$ <u>NO Bid</u> / gal.	\$ _____	_____	_____
1000 LBS	\$ <u>5.90</u> / lb.	\$ <u>153,400.00</u>	<u>NA</u>	<u>NA</u>
1000 Gallons by Truck	\$ <u>1.761</u> / gal.	\$ <u>96,855.00</u>	<u>NA</u>	<u>NA</u>

Water (Jesse Chula) Carbon
Lead time:

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Approximate quantities and specific units of measure indicated.

USE UNITS OF MEASURE.

As stated below per item and considered in total bid price.

Use unit as the non-bulk rate. Leave blank for no bulk rate.

Enter order minimum with unit. Leave blank for no bulk rate.

1 EPA approval for wastewater disinfection. PeraCide or equal.

APPROXIMATE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
1000 GALLONS	\$ <u>2.978</u> / gal.	\$ <u>327,580.00</u>	<u>NA</u>	<u>NA</u>
1 TON	\$ <u>0.107</u> / lb.	\$ <u>2,140.00</u>	<u>NA</u>	<u>NA</u>
1 TON	\$ <u>NO Bid</u> / lb.	\$ _____	_____	_____
100 GALLONS	\$ <u>2.360</u> / gal.	\$ <u>151,040.00</u>	<u>NA</u>	<u>NA</u>
10 GALLONS	\$ <u>NO Bid</u> / gal.	\$ _____	_____	_____

TOTAL BID AMOUNT \$ _____

Water PHONE NO. 859-881-5422
Water TITLE: Director of Marketing
Water DATE: 3/18/2025

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Approximate quantities and specific units of measure indicated.

USE UNITS OF MEASURE.

As stated below per item and considered in total bid price.

Use unit as the non-bulk rate. Leave blank for no bulk rate.

Use order minimum with unit. Leave blank for no bulk rate.

1 EPA approval for wastewater disinfection. PeraCide or equal.

APPROXIMATE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
100 GAL. 25%	\$ _____ / gal.	No Bid		
by Super Sack)	\$ _____ / lb.	No Bid		
100 GAL. - 1,000-	\$ _____ / gal.	No Bid		
100 Gal. Bulk				
100 GALLONS	\$ _____ / gal.	No bid		
100 LBS	\$ _____ / lb.	No Bid		
100 Gallons	\$ _____ / gal.	No bid		
by Truck				

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Approximate quantities and specific units of measure indicated.

USE UNITS OF MEASURE.

As stated below per item and considered in total bid price.

Use unit as the non-bulk rate. Leave blank for no bulk rate.

Use order minimum with unit. Leave blank for no bulk rate.

Require EPA approval for wastewater disinfection. PeraCide or equal.

APPROXIMATE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
1000 GALLONS	\$ _____ / gal.	\$ No Bid	_____	_____
1000 LBS	\$ _____ / lb.	\$ No Bid	_____	_____
1000 LBS	\$ _____ / lb.	\$ No bid	_____	_____
100 GALLONS	\$ _____ / gal.	\$ No Bid	_____	_____
100 GALLONS	\$ _____ / gal.	\$ No Bid	_____	_____

TOTAL BID AMOUNT \$ _____

Signature: _____ PHONE NO. 815-666-8503
 Title: Sales Manager
 Date: 3/14/25

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Approximate quantities and specific units of measure indicated.

USE UNITS OF MEASURE.

As stated below per item and considered in total bid price.

Use unit as the non-bulk rate. Leave blank for no bulk rate.

State order minimum with unit. Leave blank for no bulk rate.

Must have EPA approval for wastewater disinfection. PeraCide or equal.

You will need to Supply Equipment, Mobilization & Related Services.

APPROXIMATE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
100 LBS or APPROX 100 GALLONS	\$ 0.797* / lb.	\$ 143,460.00	\$0.797/lb.*	39,000 lbs.
	\$ 0.00	\$ 0.00		
	\$ 0.00	\$ 0.00		
		\$ 143,460.00		

Minimum orders (13-Totes) and the Evonik attached Terms & Conditions apply.

Signature _____

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

approximate quantities and specific units of measure indicated.

PLEASE UNITS OF MEASURE.

be stated below per item and considered in total bid price.

same unit as the non-bulk rate. Leave blank for no bulk rate.

rate order minimum with unit. Leave blank for no bulk rate.

with EPA approval for wastewater disinfection. PeraCide or equal.

RANGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
10,000 GAL. 25% (price by Super Sack)	\$ _____ / gal. \$ _____ / lb.	\$ _____ \$ _____	_____	_____
10,000 GAL. - 1,000- 100 Gal. Bulk	\$ _____ / gal.	\$ _____	_____	_____
100 GALLONS	\$ _____ / gal.	\$ _____	_____	_____
1,000 LBS	\$ _____ / lb.	\$ _____	_____	_____
10,000 Gallons (bulk by Truck)	\$ _____ / gal.	\$ _____	_____	_____

Environmental Products _____

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

approximate quantities and specific units of measure indicated.

PLEASE UNITS OF MEASURE.

be stated below per item and considered in total bid price.

same unit as the non-bulk rate. Leave blank for no bulk rate.

rate order minimum with unit. Leave blank for no bulk rate.

with EPA approval for wastewater disinfection. PeraCide or equal.

RANGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
0,000 GALLONS	\$ _____ / gal.	\$ _____	_____	_____
TON	\$ _____ / lb.	\$ _____	_____	_____
TON	\$ _____ / lb.	\$ _____	_____	_____
0,000 GALLONS	\$ _____ / gal.	\$ _____	_____	_____
100 GALLONS	\$ _____ / gal.	\$ _____	_____	_____

TOTAL BID AMOUNT \$ N/A

Environmental Products PHONE NO. 502-356-8080

 TITLE: Direct Plant Sales- Kentucky

ge DATE: 03/20/2025

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

approximate quantities and specific units of measure indicated.

PLEASE UNITS OF MEASURE.

be stated below per item and considered in total bid price.

same unit as the non-bulk rate. Leave blank for no bulk rate.

rate order minimum with unit. Leave blank for no bulk rate.

with EPA approval for wastewater disinfection. PeraCide or equal.

you will need to Supply Equipment, Mobilization & Related Services.

RANGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
10,000 LBS or APPROX 10,000 GALLONS	\$.92 / lb.	\$ 165,600	.75/lb	3,600 Gallons
	\$ All Equipment Provided	\$		
	\$ All Equipment Provided	\$		
		\$ 165,600		

Environmental Products

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

proximate quantities and specific units of measure indicated.

UNITS OF MEASURE.

stated below per item and considered in total bid price.

unit as the non-bulk rate. Leave blank for no bulk rate.

order minimum with unit. Leave blank for no bulk rate.

EPA approval for wastewater disinfection. PeraCide or equal.

GE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
0 GAL. 25%	\$ No Bid / gal.	\$		
by Super Sack)	\$ No Bid / lb.	\$		
0 GAL. - 1,000- Gal. Bulk	\$ No Bid / gal.	\$		
IFLOC CE-312 GALLONS	\$ 15.308* / gal.	\$ 45,924.00		
10 LBS	\$ No Bid / lb.	\$		
10 Gallons by Truck	\$ No Bid / gal.	\$		

\$Lb. Conversion Factor

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Approximate quantities and specific units of measure indicated.

UNITS OF MEASURE.

stated below per item and considered in total bid price.

unit as the non-bulk rate. Leave blank for no bulk rate.

order minimum with unit. Leave blank for no bulk rate.

EPA approval for wastewater disinfection. PeraCide or equal.

ESTIMATE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
100 GALLONS	\$ <u>No Bid</u> / gal.	\$ _____	_____	_____
100 LBS	\$ <u>No Bid</u> / lb.	\$ _____	_____	_____
100 LBS LOC C-3223	\$ <u>2.41</u> / lb.	\$ <u>96,400.00</u>	_____	_____
100 GALLONS	\$ <u>No Bid</u> / gal.	\$ _____	_____	_____
100 GALLONS LOC CE-1544	\$ <u>17.114*</u> / gal.	\$ <u>51,342.00</u>	_____	_____

TOTAL BID AMOUNT \$ 193,666.00

PHONE NO. (800) 848-7659 Opt. 2

TITLE: Sr. Vice-

DATE: 3/17/25

\$Lb. Conversion Factor

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Approximate quantities and specific units of measure indicated.

BE UNITS OF MEASURE.

Costs stated below per item and considered in total bid price.

Unit as the non-bulk rate. Leave blank for no bulk rate.

Order minimum with unit. Leave blank for no bulk rate.

EPA approval for wastewater disinfection. PeraCide or equal.

You will need to Supply Equipment, Mobilization & Related Services.

ESTIMATE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
100 LBS or APPROX GALLONS	\$ No Bid / lb.	\$		
	\$ No Bid	\$		
	\$ No Bid	\$		
		\$ No Bid		

PHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.

Quantities and specific units of measure indicated.

MEASURE.

per item and considered in total bid price.

non-bulk rate. Leave blank for no bulk rate.

num with unit. Leave blank for no bulk rate.

al for wastewater disinfection. PeraCide or equal.

USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
	\$ no bid / gal.	\$		
ick)	\$ no bid / lb.	\$		
10-	\$ no bid / gal.	\$		
	\$ no bid / gal.	\$		
	\$ 2.84 / lb.	\$ 73,840.00		
	\$ no bid / gal.	\$		

ation

**PHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Quantities and specific units of measure indicated.

MEASURE

per item and considered in total bid price.

non-bulk rate. Leave blank for no bulk rate.

unit with unit. Leave blank for no bulk rate.

for wastewater disinfection. ParaCide or equal.

USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
\$	\$ no bid / gal.	\$		
	\$ no bid / lb.	\$		
	\$ no bid / lb.	\$		
	\$ no bid / gal.	\$		
	\$ no bid / gal.	\$		

TOTAL BID AMOUNT \$ 73,840.00

ation PHONE NO. 610-363-9090

TITLE: President

DATE: 03/11/25

**PHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Quantities and specific units of measure indicated.

MEASURE

Price per item and considered in total bid price.

non-bulk rate. Leave blank for no bulk rate.

Number with unit. Leave blank for no bulk rate.

Material for wastewater disinfection. PeraCide or equal.

Includes Supply Equipment, Mobilization & Related Services.

USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
PROX	\$ no bid / lb. \$			
	\$ no bid	\$		
	\$ no bid	\$		
	\$			

ion

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Approximate quantities and specific units of measure indicated.

THE UNITS OF MEASURE

as stated below per item and considered in total bid price.

as a unit as the non-bulk rate. Leave blank for no bulk rate.

as a order minimum with unit. Leave blank for no bulk rate.

EPA approval for wastewater disinfection. PeraCide or equal.

APPROXIMATE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
100 GAL. 25%	\$ No Bid / gal.	\$ No Bid	No Bid	No Bid
100 LBS or APPROX 100 GALLONS	\$ No Bid / lb.	\$ No Bid	No Bid	No Bid
by Super Sack)	\$ 2.2188 / lb.	\$ 2,218.80	\$1.9444 / lb.	20 Supersacks
100 GAL. - 1,000- 1 Gal. Bulk	\$ No Bid / gal.	\$ No Bid	No Bid	No Bid
GALLONS	\$ No Bid / gal.	\$ No Bid	No Bid	No Bid
100 LBS	\$ No Bid / lb.	\$ No Bid	No Bid	No Bid
100 Gallons by Truck	\$ No Bid / gal.	\$ No Bid	No Bid	No Bid

Sterling Water Technologies LLC
P. O. Box 602
Humboldt, TN 38402-0602
Phone: (931) 540-1334
Fax: (931) 540-1338
sales@sterlingwatertech.com

**DRM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Approximate quantities and specific units of measure indicated.

THE UNITS OF MEASURE.

As stated below per item and considered in total bid price.

As a unit as the non-bulk rate. Leave blank for no bulk rate.

As a order minimum with unit. Leave blank for no bulk rate.

EPA approval for wastewater disinfection. PeraCide or equal.

APPROXIMATE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
100 GALLONS	\$ No Bid / gal.	\$ No Bid	No Bid	No Bid
100 LBS	\$ No Bid / lb.	\$ No Bid	No Bid	No Bid
100 LBS	\$ No Bid / lb.	\$ No Bid	No Bid	No Bid
10 GALLONS	\$ No Bid / gal.	\$ No Bid	No Bid	No Bid
1 GALLONS	\$ No Bid / gal.	\$ No Bid	No Bid	No Bid

TOTAL BID AMOUNT \$ 2,218.80

Technologies LLC PHONE NO. 931-540-1334
TITLE: Vice President
DATE: 03/14/25

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334
Fax: (931) 540-1338
E-Mail: sales@sterlingwatertech.com

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

approximate quantities and specific units of measure indicated.

USE UNITS OF MEASURE.

be stated below per item and considered in total bid price.

ne unit as the non-bulk rate. Leave blank for no bulk rate.

ate order minimum with unit. Leave blank for no bulk rate.

th EPA approval for wastewater disinfection. PeraCide or equal.

AGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
100 GAL. 25%	\$ <u> </u> / gal.	\$ <u> </u>		
ce by Super Sack)	\$ <u> </u> / lb.	\$ <u> </u>		
100 GAL. - 1,000-	\$ <u> </u> / gal.	\$ <u> </u>		
10 Gal. Bulk				
0 GALLONS	\$ <u> </u> / gal.	\$ <u> </u>		
100 LBS	\$ <u>2.18</u> / lb.	\$ <u>56,680.00</u>		
100 Gallons	\$ <u> </u> / gal.	\$ <u> </u>		
c by Truck				

PERAL & CHEMICAL CORP.

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

approximate quantities and specific units of measure indicated.

USE UNITS OF MEASURE.

be stated below per item and considered in total bid price.

ne unit as the non-bulk rate. Leave blank for no bulk rate.

ate order minimum with unit. Leave blank for no bulk rate.

h EPA approval for wastewater disinfection. PeraCide or equal.

AGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
0,000 GALLONS	\$ <u> </u> / gal.	\$ <u> </u>	<u> </u>	<u> </u>
TON	\$ <u> </u> / lb.	\$ <u> </u>	<u> </u>	<u> </u>
TON	\$ <u> </u> / lb.	\$ <u> </u>	<u> </u>	<u> </u>
100 GALLONS	\$ <u> </u> / gal.	\$ <u> </u>	<u> </u>	<u> </u>
0 GALLONS	\$ <u> </u> / gal.	\$ <u> </u>	<u> </u>	<u> </u>

TOTAL BID AMOUNT \$ 56,680.00

VERAL & C. CHEMICAL CORP PHONE NO. 201-507-3300 x. 239

TITLE: SALES MANAGER

EVIC

DATE: 03/11/2025

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

ns, approximate quantities and specific units of measure indicated.

THESE UNITS OF MEASURE

ust be stated below per item and considered in total bid price.

1 same unit as the non-bulk rate. Leave blank for no bulk rate.

ulk rate order minimum with unit. Leave blank for no bulk rate.

n with EPA approval for wastewater disinfection. PeraCide or equal

VERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
60,000 GAL. 25%	\$ <u>1.077</u> / gal	\$ <u>64,620.00</u>	<u>\$1.077 gallon</u>	<u>3500 gllons</u>
180,000 LBS or APPROX 20000 GALLONS	\$ <u>X</u> / lb.	\$ <u>X</u>	<u>X</u>	<u>X</u>
(Price by Super Sack)	\$ <u>X</u> / lb.	\$ <u>X</u>	<u>X</u>	<u>X</u>
24,000 GAL. - 1,000- 1,100 Gal. Bulk	\$ <u>3.60</u> / gal.	\$ <u>86,400.00</u>	<u>\$3.60 gallon</u>	<u>1000 gallons</u>
3000 GALLONS	\$ <u>X</u> / gal.	\$ <u>X</u>	<u>X</u>	<u>X</u>
26,000 LBS	\$ <u>X</u> / lb.	\$ <u>X</u>	<u>X</u>	<u>X</u>
55,000 Gallons Bulk by Truck	\$ <u>X</u> / gal.	\$ <u>X</u>	<u>X</u>	<u>X</u>

lutions USA LLC

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

is, approximate quantities and specific units of measure indicated.

THESE UNITS OF MEASURE.

ist be stated below per item and considered in total bid price.

same unit as the non-bulk rate. Leave blank for no bulk rate.

lk rate order minimum with unit. Leave blank for no bulk rate.

with EPA approval for wastewater disinfection. PeraCide or equal.

AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
110,000 GALLONS	\$ <u> X </u> / gal.	\$ <u> X </u>	<u> X </u>	<u> X </u>
10 TON	\$ <u> X </u> / lb.	\$ <u> X </u>	<u> X </u>	<u> X </u>
20 TON	\$ <u> X </u> / lb.	\$ <u> X </u>	<u> X </u>	<u> X </u>
64,000 GALLONS	\$ <u> X </u> / gal.	\$ <u> X </u>	<u> X </u>	<u> X </u>
3000 GALLONS	\$ <u> X </u> / gal.	\$ <u> X </u>	<u> X </u>	<u> X </u>

TOTAL BID AMOUNT \$ 151,020.00

lutions USA LLC PHONE NO. 513-969-7393

y Riggle TITLE: Municipal Specialist

DATE: 03/11/2025

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

ns, approximate quantities and specific units of measure indicated.

THESE UNITS OF MEASURE.

ust be stated below per item and considered in total bid price.

i same unit as the non-bulk rate. Leave blank for no bulk rate.

ilk rate order minimum with unit. Leave blank for no bulk rate.

n with EPA approval for wastewater disinfection. PeraCide or equal.

AA) you will need to Supply Equipment, Mobilization & Related Services.

AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
180,000 LBS or APPROX 20000 GALLONS	\$ <u> X </u> / lb.	\$ <u> X </u>	<u> X </u>	<u> X </u>
	\$ <u> X </u>	\$ <u> X </u>	<u> X </u>	<u> X </u>
	\$ <u> X </u>	\$ <u> X </u>	<u> X </u>	<u> X </u>
		\$ <u> X </u>	<u> X </u>	<u> X </u>

olutions USA LLC

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Approximate quantities and specific units of measure indicated.

SE UNITS OF MEASURE.

Be stated below per item and considered in total bid price.

Use unit as the non-bulk rate. Leave blank for no bulk rate.

State order minimum with unit. Leave blank for no bulk rate.

1 EPA approval for wastewater disinfection. PeraCide or equal.

APPROXIMATE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
100,000 GAL. 25%	\$ <u>No bid</u> / gal.	\$ <u>No bid</u>	No bid	No bid
or by Super Sack)	\$ <u>No bid</u> / lb.	\$ <u>No bid</u>	No bid	No bid
100,000 GAL. - 1,000- 100 Gal. Bulk	\$ <u>No bid</u> / gal.	\$ <u>No bid</u>	No bid	No bid
100,000 GALLONS	\$ <u>No bid</u> / gal.	\$ <u>No bid</u>	No bid	No bid
100,000 LBS	\$ <u>No bid</u> / lb.	\$ <u>No bid</u>	No bid	No bid
100,000 Gallons by Truck	\$ <u>1.8433</u> / gal.	\$ <u>101,381.50</u>	\$ <u>1.8433 / gal</u>	<u>4,089 gal. (45,000 lbs.)</u>

**FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Approximate quantities and specific units of measure indicated.

USE UNITS OF MEASURE.

As stated below per item and considered in total bid price.

Use unit as the non-bulk rate. Leave blank for no bulk rate.

Enter order minimum with unit. Leave blank for no bulk rate.

EPA approval for wastewater disinfection. PeraCide or equal.

ESTIMATED ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
100 GALLONS	\$ 3.2814 / gal.	\$ 360,954.00	\$3.2814 / gal	4,388 gal. (45,000 lbs.)
100 GALLONS	\$ No bid / lb.	\$ No bid	No bid	No bid
100 GALLONS	\$ No bid / lb.	\$ No bid	No bid	No bid
100 GALLONS	\$ No bid / gal.	\$ No bid	No bid	No bid
100 GALLONS	\$ No bid / gal.	\$ No bid	No bid	No bid

TOTAL BID AMOUNT \$ 462,335.50

C _____ PHONE NO. 800-453-2583
 _____ TITLE: Chief Commerical Officer
 _____ DATE: 3/17/2025

ORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.

Approximate quantities and specific units of measure indicated.

IE UNITS OF MEASURE.

stated below per item and considered in total bid price.

a unit as the non-bulk rate. Leave blank for no bulk rate.

a order minimum with unit. Leave blank for no bulk rate.

EPA approval for wastewater disinfection. PeraCide or equal.

you will need to Supply Equipment, Mobilization & Related Services.

GE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
100 LBS or APPROX 10 GALLONS	\$ No bid / lb.	\$ No bid	No bid	No bid
	\$ No bid	\$ No bid	No bid	No bid
	\$ No bid	\$ No bid	No bid	No bid
	No bid	\$ No bid	No bid	No bid

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 4/16/25	Date Requested: 4/24/25
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent Agenda	Kings Daughters and Sons Fence Replacement Project

RECOMMENDATION:

The Department of Community and Economic Development requests to award the bid for the Kings Daughters and Sons Fence Replacement Project to Tri-State Construction in the amount of \$9,986.00 to be paid by the Community Development Block Grant.

DISCUSSION:

This project replaces a fence enclosure for a dumpster and generator. This activity meets the CDBG national objective to benefit low-and-moderate-income (LMI) persons. Kings Daughters and Sons Assisted Living Facility provides services to elderly persons, who are generally presumed to be principally LMI.

FISCAL IMPACT:

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Recommended by:

Approved by:


Jacob Risner
Grant Administrator


Chris Pullem
CED Director

Tony Grubb
City Manager

Kings Daughters and Sons Bid Results

From Jacob Risner <jrisner@ashlandky.gov>

Date Wed 4/16/2025 10:08 AM

To Christina Travis <ctravis@ashlandky.gov>

Fence:

- Tri-State Construction = \$9,986.00
- Tri-State Fencing = \$11,005.17

Paving

- Tri-State Construction = \$49,479.00
- Mountain Enterprises = Bid form was missing.

Jacob Risner
Program and Grant Administrator
City of Ashland, Kentucky
(606) 385-3324

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 4/10/25	Date Requested: 4/24/25
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent Agenda	3128 Central Avenue Demolition

RECOMMENDATION:

The Department of Community and Economic Development requests approval to pay invoice 2292 in the amount of \$4,800.00 to Light's Enterprises, Inc. for the demolition and clearance of the structure at 3128 Central Avenue, Ashland, KY 41101.

DISCUSSION:

Cost Breakdown:

Demolition \$4,800.00; Title Search \$400.00; Asbestos Survey \$650.00; Asbestos Abatement \$0.00;
Public Notices \$387.60; Postage \$40.80; Total \$6,278.40.

FISCAL IMPACT:

Reviewed by
Finance Director: _____

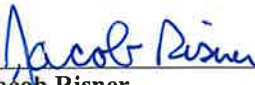
Reviewed by
Legal: _____

ALTERNATIVES:

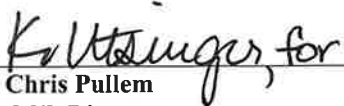
Prepared by:

Recommended by:

Approved by:



Jacob Risner
Grant Administrator



Chris Pullem
CED Director

Tony Grubb
City Manager

INVOICE

Light's Enterprises, Inc
PO Box 710
Ashland, KY 41105

lightsenterprises@lightsenterprises.c
om
+1 (606) 329-1119



Bill to
City of Ashland
Attn: Accts Payable
P.O. Box 1839
Ashland, KY 41105

Ship to
City of Ashland
Attn: Accts Payable
P.O. Box 1839
Ashland, KY 41105

Invoice details

Invoice no.: 2292
Terms: Net 15
Invoice date: 04/10/2025
Due date: 04/25/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Demolition	Demo of a Single Family Dwelling Located at: 3128 Central Avenue, Ashland, Ky	1	\$4,800.00	\$4,800.00

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 4/11/25	Date Requested: 4/24/25
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent Agenda	2220 Smith Street Demolition

RECOMMENDATION:

The Department of Community and Economic Development requests approval to pay invoice 2294 in the amount of \$5,600.00 to Light's Enterprises, Inc. for the demolition and clearance of the structure at 2220 Smith Street, Ashland, KY 41101.

DISCUSSION:

Cost Breakdown:

Demolition \$5,600.00; Title Search \$550.00; Asbestos Survey \$600.00; Asbestos Abatement \$4,075.00; Public Notices \$766.80; Postage \$32.64; Total \$11,624.44.

FISCAL IMPACT:

Reviewed by
Finance Director: _____

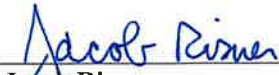
Reviewed by
Legal: _____

ALTERNATIVES:

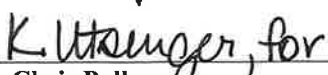
Prepared by:

Recommended by:

Approved by:



Jacob Risner
Grant Administrator



Chris Pullem
CED Director

Tony Grubb
City Manager

INVOICE

Light's Enterprises, Inc
PO Box 710
Ashland, KY 41105

lightsenterprises@lightsenterprises.com
+1 (606) 329-1119

**Bill to**

City of Ashland
Attn: Accts Payable
P.O. Box 1839
Ashland, KY 41105

Ship to

City of Ashland
Attn: Accts Payable
P.O. Box 1839
Ashland, KY 41105

Invoice details

Invoice no.: 2294
Terms: Net 15
Invoice date: 04/11/2025
Due date: 04/26/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Demolition	Demolition of a Single Family Dwelling located at: 2220 Smith Street, Ashland, Ky 41101	1	\$5,600.00	\$5,600.00
Total						\$5,600.00

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 04/11/2025	Date Requested: 04/24/2025
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent	Payment to C.J. Hughes Construction Co., Inc. For a 24" Leak Repair.

RECOMMENDATION:

Mark Hall, Director of Utility of Operations, recommends that the Board of Commissioners approve Invoice No. 25030616001 in the amount of \$113,748.43 to C.J. Hughes Construction Co., Inc., P.O. Box 7305, Huntington, W.V. 25776 for the 24" Leak Repair.

DISCUSSION:

Scope of work was for purchase of materials, equipment, and labor to replace the 24" main repair due to a failure of a 24" water main which creates an immediate and serious need for services which created a threat to public health requiring an emergency repair at Deboard Hill Tank. The City Manager declaring a State of Emergency.

FISCAL IMPACT:

Total Cost \$113,748.43

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

Prepared by:

Teena Rucker
Teena Rucker

Recommended by:

Mark Hall
Mark Hall

Approved by:

City Manager

PAYMENT ESTIMATE
C. J. H. Job # 25W030616
C. J. INVOICE #25030616001

Estimate No. 1 For Period Beginning 2/28/2025 and Ending 3/4/2025

Contractor:

C. J. Hughes Construction Company, Inc.
P. O. Box 7305
Huntington, W.V. 25776

Date of Completion:

Original _____

Revised _____

Owner: **Ashland Water**

Amount of Estimate:

Original \$0.00

Revised _____

Project: **24" Leak Repair**

Analysis of Work Performed

Original Work Performed to Date	\$	<u>\$113,748.43</u>
Changes/Additional Items Of Work Performed to Date	\$	<u>\$0.00</u>
Total Amount of Work Performed to Date	\$	<u>\$113,748.43</u>
Stored Material	\$	<u>\$0.00</u>
Gross Amount Earned to Date	\$	<u>\$113,748.43</u>
Less Retainage (0%)	\$	<u> </u>
Net Amount Earned	\$	<u>\$113,748.43</u>
Less Previous Payments	\$	<u>\$0.00</u>
Total Due this Estimate	\$	<u>\$113,748.43</u>

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates were issued and payment received from the owner, and that current payment shown herein is now due.

Contractor: C. J. Hughes Construction Company, Inc.

By Bryan Stone

Date 4-3-2025

Engineer:

By _____

Date _____

Approved By Owner

Owner: **Ashland Water**

By Mark Hall

Date 4/4/25

OWNER: Ashland Water

PROJECT: **24" Leak Repair**

Item No.	ORIGINAL ESTIMATE					PRIOR ESTIMATE		THIS ESTIMATE		COMPLETED TO DATE	
	Description	Quantity	Unit	Unit Price	Bid Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
1	Superintendent- OT		HR	\$149.31	\$0.00		-	14.00	\$2,090.34	14.00	\$2,090.34
2	Superintendent- OT		HR	\$149.31	\$0.00		-	32.50	\$4,852.58	32.50	\$4,852.58
3	Superintendent- DT		HR	\$193.83	\$0.00		-	9.50	\$1,841.39	9.50	\$1,841.39
4	Foreman- OT		HR	\$133.53	\$0.00		-	10.00	\$1,335.30	10.00	\$1,335.30
5	Foreman- OT		HR	\$133.53	\$0.00		-	27.50	\$3,672.08	27.50	\$3,672.08
6	Foreman- OT		HR	\$133.53	\$0.00		-	26.00	\$3,471.78	26.00	\$3,471.78
7	Foreman- DT		HR	\$175.02	\$0.00		-	9.50	\$1,662.69	9.50	\$1,662.69
8	Operator- OT		HR	\$119.65	\$0.00		-	10.00	\$1,196.50	10.00	\$1,196.50
9	Operator- OT		HR	\$119.65	\$0.00		-	10.00	\$1,196.50	10.00	\$1,196.50
10	Operator- OT		HR	\$119.65	\$0.00		-	41.50	\$4,965.48	41.50	\$4,965.48
11	Operator- DT		HR	\$151.68	\$0.00		-	9.50	\$1,440.96	9.50	\$1,440.96
12	Operator- DT		HR	\$151.68	\$0.00		-	9.50	\$1,440.96	9.50	\$1,440.96
13	Pipelaye- OT		HR	\$88.21	\$0.00		-	10.00	\$882.10	10.00	\$882.10
14	Pipelaye- OT		HR	\$88.21	\$0.00		-	45.50	\$4,013.56	45.50	\$4,013.56
15	Pipelaye- OT		HR	\$88.21	\$0.00		-	41.50	\$3,660.72	41.50	\$3,660.72
16	Pipelaye- DT		HR	\$110.32	\$0.00		-	9.50	\$1,048.04	9.50	\$1,048.04
17	Low Drag Driver		HR	\$91.84	\$0.00		-	14.00	\$1,285.76	14.00	\$1,285.76
18	Low Drag Driver		HR	\$91.84	\$0.00		-	15.00	\$1,377.60	15.00	\$1,377.60
19	Low Drag Driver		HR	\$91.84	\$0.00		-	9.00	\$826.56	9.00	\$826.56
20	Low Drag Driver		HR	\$91.84	\$0.00		-	16.00	\$1,469.44	16.00	\$1,469.44
21	Low Drag & Truck		HR	\$75.00	\$0.00		-	8.00	\$600.00	8.00	\$600.00
22	Low Drag & Truck		HR	\$75.00	\$0.00		-	6.00	\$450.00	6.00	\$450.00
23	Low Drag & Truck		HR	\$75.00	\$0.00		-	6.00	\$450.00	6.00	\$450.00
24	Low Drag & Truck		HR	\$75.00	\$0.00		-	8.00	\$600.00	8.00	\$600.00
25	John Deere 250 Excavator		HR	\$88.00	\$0.00		-	54.50	\$4,796.00	54.50	\$4,796.00
26	John Deere 250 Excavator		HR	\$88.00	\$0.00		-	54.50	\$4,796.00	54.50	\$4,796.00
27	Utility Truck		HR	\$42.00	\$0.00		-	54.50	\$2,289.00	54.50	\$2,289.00
28	Utility Truck		HR	\$42.00	\$0.00		-	40.50	\$1,701.00	40.50	\$1,701.00
29	Air Compressor		HR	\$15.00	\$0.00		-	17.00	\$255.00	17.00	\$255.00
30	Trench Box		HR	\$20.00	\$0.00		-	28.50	\$570.00	28.50	\$570.00
31	Wells Concrete		EA	\$4,191.24	\$0.00		-	1.00	\$4,191.24	1.00	\$4,191.24
32	24-36" Fusion Machine		EA	\$5,671.00	\$0.00		-	1.00	\$5,671.00	1.00	\$5,671.00
33	Bar and Chains for Saw		EA	\$1,399.20	\$0.00		-	1.00	\$1,399.20	1.00	\$1,399.20
34	24" Poly Pipe		EA	\$32,812.00	\$0.00		-	1.00	\$32,812.00	1.00	\$32,812.00
35	24" Sleeves & Mega Lug Kits		EA	\$4,200.00	\$0.00		-	1.00	\$4,200.00	1.00	\$4,200.00
36	MJ Adapters & Gland Kits		EA	\$5,237.68	\$0.00		-	1.00	\$5,237.68	1.00	\$5,237.68
				SUBTOTALS	\$0.00		-		\$113,748.43		\$113,748.43

Item No.	Changes/Additional Items Of Work Performed to Date					PRIOR ESTIMATE		THIS ESTIMATE		COMPLETED TO DATE	
	Description	Quantity	Unit	Unit Price	Bld Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
					\$0.00		-	-	\$0.00	-	\$0.00
					\$0.00		-	-	\$0.00	-	\$0.00
					\$0.00		-	-	\$0.00	-	\$0.00
					\$0.00		-	-	\$0.00	-	\$0.00
					\$0.00		-	-	\$0.00	-	\$0.00
					\$0.00		-	-	\$0.00	-	\$0.00
					\$0.00		-	-	\$0.00	-	\$0.00
				SUBTOTALS	\$0.00		-	-	\$0.00	-	\$0.00

Field Units Schedule

OWNER: Ashland Water

C. J. Hughes Construction Company, Inc.
P. O. Box 7305
Huntington, W.V. 25776

PROJECT: 24" Leak Repair

Week Ended: 3/4/2025

Item No.	ORIGINAL ESTIMATE			Est 1	Est 2	Est 3	Est 4	Est 5	Est 6	CURRENT
	Description	Quantity	Unit	1	2	3	4	5	6	JTD
1	Superintendent- OT		HR	14.00						14.00
2	Superintendent- OT		HR	32.50						32.50
3	Superintendent- DT		HR	9.50						9.50
4	Foreman- OT		HR	10.00						10.00
5	Foreman- OT		HR	27.50						27.50
6	Foreman- OT		HR	26.00						26.00
7	Foreman- DT		HR	9.50						9.50
8	Operator- OT		HR	10.00						10.00
9	Operator- OT		HR	10.000						10.000
10	Operator- OT		HR	41.50						41.50
11	Operator- DT		HR	9.50						9.50
12	Operator- DT		HR	9.50						9.50
13	Pipelay- OT		HR	10.00						10.00
14	Pipelay- OT		HR	45.50						45.50
15	Pipelay- OT		HR	41.50						41.50
16	Pipelay- DT		HR	9.50						9.50
17	Low Drag Driver		HR	14.00						14.00
18	Low Drag Driver		HR	15.00						15.00
19	Low Drag Driver		HR	9.00						9.00
20	Low Drag Driver		HR	16.00						16.00
21	Low Drag & Truck		HR	8.00						8.00
22	Low Drag & Truck		HR	6.00						6.00
23	Low Drag & Truck		HR	6.00						6.00
24	Low Drag & Truck		HR	8.00						8.00
25	John Deere 250 Excavator		HR	54.50						54.50
26	John Deere 250 Excavator		HR	54.50						54.50
27	Utility Truck		HR	54.50						54.50
28	Utility Truck		HR	40.50						40.50
29	Air Compressor		HR	17.00						17.00
30	Trench Box		HR	28.50						28.50
31	Wells Concrete		EA	1.00						1.00
32	24-36" Fusion Machine		EA	1.00						1.00
33	Bar and Chains for Saw		EA	1.00						1.00
34	24" Poly Pipe		EA	1.00						1.00
35	24" Sleeves & Mega Lug Kits		EA	1.00						1.00
36	MJ Adapters & Gland Kits		EA	1.00						1.00
Item No.	Changes/Additional Items Of Work Performed to Date			Est 1	Est 2	Est 3	Est 4	Est 5	Est 6	CURRENT
	Description	Quantity	Unit	1	2	3	4	5	6	JTD
0	0	0	0							-
0	0	0	0							-
0	0	0	0							-
0	0	0	0							-
0	0	0	0							-
0	0	0	0							-

OK MHA 4/4/25

RESOLUTION NO. 10, 2025

**A RESOLUTION OF THE CITY OF ASHLAND,
KENTUCKY, DECLARING A LOCAL STATE OF
EMERGENCY EFFECTIVE FEBRUARY 28, 2025
AND CONTINUING THROUGH MARCH 6, 2025.**

WHEREAS, a 24" water main failed which created a water distribution system emergency, and

WHEREAS, under the provisions of KRS 39B.070, Ordinance No. 74, Series of 2014, and KRS 45A.095, the Mayor declared a state of emergency in order that certain procedures may be put into place for the benefit of the health, safety and welfare of the citizens of Ashland;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That the Ashland Board of Commissioners hereby approves and ratifies the actions of the Mayor in declaring a state of emergency under the provisions of KRS Chapter 39B, Ordinance No. 74, Series of 2014, and/or the provisions of KRS 45A.095. The state of emergency relates to the water distribution emergency created by the failure of a 24" water main which creates an immediate and serious need for services which cannot be met through normal procurement methods, and which creates a serious threat to public health requiring emergency procurement procedures be put into place for the health, safety and welfare of the citizens of Ashland.

SECTION 2. This resolution shall be in full force and effect from and after its adoption, as required by law.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: MARCH 4, 2025

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 04/14/2025	Date Requested: 04/24/2025
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Other Consent	PROGRESS PAYMENT JUDY CONSTRUCTION CO. FOR ROBERTS DRIVE SCREEN REPLACEMENT

RECOMMENDATION:

Mark Hall, Director of Utility Operations recommends that the Board of Commissioners approve Pay Request No. 1 in the amount of \$60,951.27 for the Roberts Drive Screen Replacement to Judy Construction Co., POB 457, Cynthiana, KY 41031.

DISCUSSION:

The Roberts Drive Screen Replacement project consists of demolition of existing concrete screening structure, bypass pumping, new concrete screening structure with building, mechanical screen, washer compactor, slide gates, associated electrical, manual barscreen, grating, and associated piping.

FISCAL IMPACT:

Original Contract Amount	\$ 2,968,000.00
Change Order No.1(Decrease)	\$ (39,337.00)
New Contract Amount	\$ 2,928,663.00
Amount Paid to Date	\$ 0.00
Pay Request 1	\$ 60,951.27
Balance of Contract	\$ 2,867,711.73

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

None.

Prepared by:

Recommended by:

Approved by:

Teena Rucker

Teena Rucker



Mark Hall

William Stanbury

City Manager



engineering | architecture | geospatial

APPLICATION FOR PAYMENT

Project No: 5058-02
Project: Roberts Drive Screen Replacement

Application for Payment No.: 1
Period Beginning Date: 3/1/2025
Period Ending Date: 4/4/2025

Owner: City of Ashland, Ky
 1700 Greenup Ave, Suite 408
 Ashland, KY 41105

Contractor: Judy Construction Co.
 POB 457
 Cynthiana, KY 41031

CONTRACTOR AFFIDAVIT

The undersigned affiant states that he/she is the Authorized Signatory of the CONTRACTOR for the construction of the PROJECT. By his personal knowledge, he further states that the WORK covered by this APPLICATION FOR PAYMENT has been completed in accordance with the CONTRACT DOCUMENTS and executed amendments thereto; that for all previous APPLICATIONS FOR PAYMENT, except as noted hereinafter as exceptions, the CONTRACTOR has paid in full or has otherwise satisfied all obligations (1) for equipment and materials (whether incorporated into the WORK or acceptably stored on-site), (2) for all work, labor, and services performed, and (3) for all known indebtedness and claims against the CONTRACTOR for damages arising in any manner in connection with the performance of this CONTRACT for which the OWNER, the OWNER's property, or the CONTRACT funds might in any way be held responsible, including the applicable State Statute, and that the current payment on this APPLICATION FOR PAYMENT is now due and payable. This affidavit is directed to the OWNER by and through its ENGINEER.

EXCEPTIONS: _____ (If none, write "NONE". Attach additional sheets, if necessary.)

If required by the OWNER, the CONTRACTOR shall furnish a bond satisfactory to the OWNER for each exception)

Clay Arthur
CONTRACTOR

4-7-25
DATE

State of: Kentucky

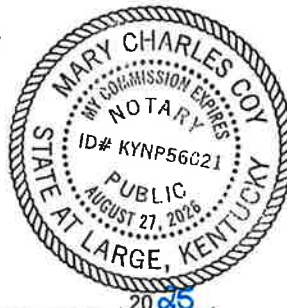
County of: Harrison

SUBSCRIBED and sworn to before me by Clay Arthur

on this 7th day of April, 2025

Mary Charles Coy
NOTARY PUBLIC

My Commission expires: 8-27-26

**STATEMENT BY ENGINEER**

BASED upon on-site observation, and to the best of my knowledge, understanding, and belief, the WORK has progressed to the point indicated herein; and the quality of the WORK complies with the requirements of the CONTRACT DOCUMENTS.

Duffin
ENGINEER

4-16-25
DATE

APPLICATION FOR PAYMENT SUMMARY

TOTAL WORK COMPLETED TO DATE	\$54,300.00	ORIGINAL CONTRACT PRICE	\$2,968,000.00
BALANCE OF STORED MATERIALS	\$9,859.23	CHANGE ORDER NO. 1	(\$39,337.00)
TOTAL ENTITLEMENT TO DATE	\$64,159.23	CHANGE ORDER NO. 2	
AMOUNT RETAINED PER CONTRACT (5%)	\$3,207.96	CHANGE ORDER NO. 3	
CLAIMS AGAINST THE CONTRACT FUNDS	\$0.00	CHANGE ORDER NO. 4	
TOTAL DUE CONTRACTOR TO DATE	\$60,951.27	CHANGE ORDER NO. 5	
AMOUNT OF PREVIOUS PAYMENTS		TOTAL CONTRACT PRICE TO DATE	\$2,928,663.00

AMOUNT DUE CONTRACTOR THIS PAYMENT

\$60,951.27

Percent Complete (Excluding Stored Materials)

2%

AUTHORIZATION BY OWNER

Mark Hall
OWNER

4/22/25
DATE

Attachments: Cost Breakdown
 Stored Material Breakdown (if applicable)

5058-02

Roberts Drive Screen Replacement

Application for Payment No.:

Period Beginning Date:

Period Ending Date:

3

4

Description of Work	Breakdown			Completed Previously		Completed This Month		Completed To Date		Per Con
	Quantity	Unit	Unit Price	Total	Quantity	Amount	Quantity	Amount	Quantity	
struction Video	1.00	LS	\$500.00	\$500.00		\$0.00		\$0.00	0.00	C
ation & Demo & Proj Requirements	1.00	LS	\$75,000.00	\$75,000.00		\$0.00		\$0.00	0.00	C
Water Pollution Control	1.00	LS	\$1,500.00	\$1,500.00		\$0.00		\$0.00	0.00	C
Pumping & Temporary Connections	1.00	LS	\$250,000.00	\$250,000.00		\$0.00		\$0.00	0.00	C
tion	1.00	LS	\$18,000.00	\$18,000.00		\$0.00		\$0.00	0.00	C
crete,	1.00	LS	\$2,160,000.00	\$2,160,000.00		\$0.00	1.23%	\$26,500.00	0.01	1
or Vault, Meter, Piping, Valves,Elec Temp	1.00	LS	\$50,000.00	\$50,000.00		\$0.00		\$0.00	0.00	C
ation of Ext Gravel & Concrete	1.00	LS	\$4,000.00	\$4,000.00		\$0.00		\$0.00	0.00	C
ading I Restoration	1.00	LS	\$6,000.00	\$6,000.00		\$0.00		\$0.00	0.00	C
ed Owner Allowance	1.00	LS	\$50,000.00	\$50,000.00		\$0.00		\$0.00	0.00	C
I Conditions Bond & Insurance	1.00	LS	\$278,000.00	\$278,000.00		\$0.00	10.00%	\$27,800.00	0.10	1
ion of Underground Elec Wires &	1.00	LS	\$75,000.00	\$75,000.00		\$0.00		\$0.00	0.00	C
EDERS										
Electric Utilities Relocation	1.00	LS	\$85,663.00	\$85,663.00		\$0.00		\$0.00	0.00	C
Remove Bid Item 10	1.00	LS	(\$50,000.00)	(\$50,000.00)		\$0.00		\$0.00	0.00	C
Remove Bid Item 12	1.00	LS	(\$75,000.00)	(\$75,000.00)		\$0.00		\$0.00	0.00	C
			\$0.00			\$0.00		\$0.00	0.00	#D
Total Base Bid				\$2,928,663.00		\$0.00		\$54,300.00		\$54,300.00

OK maw 4/22/25



Project No.: 5058-02

Project: Roberts Drive Screen Replacement

Application for Payment No.:

Period Beginning Date:

Period Ending Date:

4

3/1/2025

4/1/2025

	Bid Item No.	Invoice #	Material Description	A Materials stored last period	B Materials purchased this period	C Total (A+B)	D Materials used this period	Materials currently stored (C-D)
	12	79081.001	Electrical Stored Material		\$6,715.56	\$6,715.56		\$6,715.56
	12	59259.001	Electrical Stored Material		\$3,143.67	\$3,143.67		\$3,143.67
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
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					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
			TOTALS	\$0.00	\$9,859.23	\$9,859.23	\$0.00	\$9,859.23

Please note: Each new purchase must be listed on a separate line associated with the bid item number. Ex. If pipe is purchased, and at a later date more pipe is purchased, the new invoice should be listed on a new line.

Page 1 of 1

OK MB 4/22/25

AGENDA ITEM: _____
DATE: _____

CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)

Date Submitted: 04/14/2025	Date Requested: 04/24/2025
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent	PROGRESS PAYMENT FOR THE WINCHESTER AVENUE IMPROVEMENTS PROJECT TO ALLARD EXCAVATION LLC

RECOMMENDATION:

Barry Adkins, Director of Engineering, recommends that the Board of Commissioners approve Pay Application Number 17 in the Amount of \$206,524.98. to Allard Excavation LLC, 59 High Street, South Webster, OH 45682 for the Winchester Avenue Improvements project in the following amounts:

Item No. 09-00244.00 (KYOVA)	\$ 137,472.98
Item No. 09-00307.00 (KYOVA)	\$ 68,672.00
Item No. 09-00307.00 (KYTC)	\$ 380.00
Total Amount	\$ 206,524.98

DISCUSSION:

The scope of work is for street, streetscaping and sidewalk improvements along Winchester Avenue.

FISCAL IMPACT:

Original Contract Amount	\$ 7,247,275.01
Change Order No. 1 Amount	\$ 537,494.72
Change Order No. 2 Amount	\$ 0.00
Revised Contract Amount	\$ 7,784,769.73
Amount Paid to Date	\$ 6,957,969.76
Pay Application Number 17	\$ 206,524.98
Balance of Contract	\$ 620,274.99

To be paid from Surface Transportation Block Grant Funds, Highway Safety Improvement Program funds and city matching funds.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

Prepared by:

Recommended by:

Approved by:

Teena Rucker
Teena Rucker

Barry Adkins
Barry Adkins

City Manager



Pay Application

Project Winchester Avenue Improvements

Project Owner City of Ashland - KYTC

Commitment 1 - Allard Excavation LLC - Prime Contractor

Prime Contractor Allard Excavation LLC

Engineer Palmer Engineering

Pay Application Number 17

Period 2/24/2025 - 3/23/2025

Project Summary

1. Original Contract Total	\$7,247,275.01
2. Net change by Change Orders	\$537,494.72
3. Adjusted Contract Total (Line 1 + 2)	\$7,784,769.73
4. Total Earned (Including Adjustments)	\$7,164,494.74
5. Current Adjustments	\$0.00
6. Current Retainage	\$0.00
7. Released Retainage	\$0.00
8. Previous Amount Paid	\$6,957,969.76

Period Summary

1. Earned This Period	\$206,524.98
2. Less Retainage	\$0.00
3. Released Retainage	\$0.00
4. Adjustments	\$0.00
5. Amount to be paid (Line 1 - 2 + 3 + 4)	\$206,524.98

OK TO PAY
SERVICES PROVIDED
BMA 04/08/2025

Item NO. 09-00244.00 (KYOVA) \$137,472.98
Item NO. 09-00307.00 (KYOVA) \$68,672.00
Item NO. 09-00307.00 (KYTC) \$380.00

x Matthew Arlinghaus 03/28/2025

Construction Engineer (Signature & Date)

Matthew J. Arlinghaus, P.E. - Construction Engineer

(Print Name & Title)



Pay Application

Project Winchester Avenue Improvements

Prime Contractor Allard Excavation LLC

Pay Application Number 17

Project Owner City of Ashland - KYTC

Engineer Palmer Engineering

Period 2/24/2025 - 3/23/2025

Commitment 1 - Allard Excavation LLC - Prime Contractor

Bid Items

Ref Number	Description	Bid Qty	Current Qty	Unit Price	Comp. This Period (Qty)	Comp. This Period (Cost)	Comp To Date (Qty)	Comp To Date (Cost)	Comp To Date (%)
1	DGA BASE	2118 TON	2118 TON	\$43.00	0	\$0.00	2118	\$91,074.00	100.00%
1A	DGA BASE	550 TON	614 TON	\$43.00	0	\$0.00	693.76	\$29,831.68	112.99%
1B	DGA BASE	155 TON	155 TON	\$43.00	0	\$0.00	410.41	\$17,647.63	264.78%
1C	DGA BASE	683 TON	683 TON	\$43.00	0	\$0.00	864.21	\$37,161.03	126.53%
1D	DGA BASE	487 TON	487 TON	\$43.00	0	\$0.00	549.5	\$23,628.50	112.83%
2	CL2 ASPH BASE 1.00D PG64-22	51 TON	51 TON	\$245.00	0	\$0.00	0	\$0.00	0.00%
3	CL2 ASHP SURF 0.38B PG64-22	1137 TON	1137 TON	\$177.00	0	\$0.00	1434.15	\$253,844.55	126.13%
3B	CL2 ASHP SURF 0.38B PG64-22	467 TON	467 TON	\$193.00	0	\$0.00	545.48	\$105,277.64	116.81%
3C	CL2 ASHP SURF 0.38B PG64-22	101 TON	101 TON	\$446.10	0	\$0.00	264.48	\$117,984.53	261.86%
3D	CL2 ASHP SURF 0.38B PG64-22	68 TON	68 TON	\$480.00	0	\$0.00	178.07	\$85,473.60	261.87%
4	REMOVE INLET	4 EACH	4 EACH	\$501.00	0	\$0.00	2	\$1,002.00	50.00%
5	ADJUST MANHOLE FRAME TO GRADE	3 EACH	3 EACH	\$1,196.00	0	\$0.00	3	\$3,588.00	100.00%
6	STANDARD CURB AND GUTTER MOD	6363 LF	6363 LF	\$45.00	0	\$0.00	6363	\$286,335.00	100.00%
6B	STANDARD CURB AND GUTTER MOD	1303 LF	1303 LF	\$45.00	0	\$0.00	1453	\$65,385.00	111.51%
6C	STANDARD CURB AND GUTTER MOD	3274 LF	3274 LF	\$43.00	0	\$0.00	3145	\$135,235.00	96.06%
6D	STANDARD CURB AND GUTTER MOD	2260 LF	2260 LF	\$44.00	0	\$0.00	2169	\$95,436.00	95.97%



Pay Application

Project Winchester Avenue Improvements **Prime Contractor** Allard Excavation LLC **Pay Application Number** 17
Project Owner City of Ashland - KYTC **Engineer** Palmer Engineering **Period** 2/24/2025 - 3/23/2025

Commitment 1 - Allard Excavation LLC - Prime Contractor

Ref Number	Description	Bid Qty	Current Qty	Unit Price	Comp. This Period (Qty)	Comp. This Period (Cost)	Comp To Date (Qty)	Comp To Date (Cost)	Comp To Date (%)
7	ISLAND CURB AND GUTTER	785 LF	785 LF	\$60.00	0	\$0.00	798	\$47,880.00	101.66%
8	STANDARD HEADER CURB	902 LF	902 LF	\$43.00	0	\$0.00	1014	\$43,602.00	112.42%
8C	STANDARD HEADER CURB	325 LF	325 LF	\$41.00	0	\$0.00	284	\$11,644.00	87.38%
8D	STANDARD HEADER CURB	204 LF	204 LF	\$41.00	0	\$0.00	120	\$4,920.00	58.82%
9A	LIP HEADER CURB	237 LF	237 LF	\$61.00	0	\$0.00	122	\$7,442.00	51.48%
10	ISLAND HEADER CURB TYPE 1	3588 LF	3588 LF	\$44.00	0	\$0.00	3558	\$156,552.00	99.16%
10C	ISLAND HEADER CURB TYPE 1	59 LF	59 LF	\$42.00	0	\$0.00	85	\$3,570.00	144.07%
11C	CEMENT CONCRETE ISLAND	19 SQYD	19 SQYD	\$290.00	0	\$0.00	0	\$0.00	0.00%
12	CEM CONC ENT PAVEMENT-8 IN	487 SQYD	487 SQYD	\$124.00	0	\$0.00	487	\$60,388.00	100.00%
12B	CEM CONC ENT PAVEMENT-8 IN	43 SQYD	43 SQYD	\$124.00	0	\$0.00	325.45	\$40,355.80	756.86%
12C	CEM CONC ENT PAVEMENT-8 IN	694 SQYD	694 SQYD	\$119.00	0	\$0.00	1214	\$144,466.00	174.93%
12D	CEM CONC ENT PAVEMENT-8 IN	863 SQYD	863 SQYD	\$122.00	0	\$0.00	1038.92	\$126,748.24	120.38%
13	TEMP DITCH	1165 LF	1165 LF	\$13.00	0	\$0.00	0	\$0.00	0.00%
13C	TEMP DITCH	1125 LF	1125 LF	\$12.00	0	\$0.00	0	\$0.00	0.00%
13D	TEMP DITCH	665 LF	665 LF	\$13.00	0	\$0.00	0	\$0.00	0.00%
14	CLEAN TEMP DITCH	583 LF	583 LF	\$10.00	0	\$0.00	0	\$0.00	0.00%
14C	CLEAN TEMP DITCH	563 LF	563 LF	\$10.00	0	\$0.00	0	\$0.00	0.00%



Pay Application

Project Winchester Avenue Improvements

Prime Contractor Allard Excavation LLC

Pay Application Number 17

Project Owner City of Ashland - KYTC

Engineer Palmer Engineering

Period 2/24/2025 - 3/23/2025

Commitment 1 - Allard Excavation LLC - Prime Contractor

Ref Number	Description	Bid Qty	Current Qty	Unit Price	Comp. This Period (Qty)	Comp. This Period (Cost)	Comp To Date (Qty)	Comp To Date (Cost)	Comp To Date (%)
14D	CLEAN TEMP DITCH	333 LF	333 LF	\$10.00	0	\$0.00	0	\$0.00	0.00%
15	ROADWAY EXCAVATION	3072 CUYD	4026 CUYD	\$40.00	0	\$0.00	4131	\$165,240.00	102.61%
15A	ROADWAY EXCAVATION	50 CU YD	50 CU YD	\$40.00	0	\$0.00	0	\$0.00	0.00%
15C	ROADWAY EXCAVATION	781 CUYD	781 CUYD	\$43.00	0	\$0.00	781	\$33,583.00	100.00%
15D	ROADWAY EXCAVATION	944 CUYD	944 CUYD	\$43.00	0	\$0.00	944	\$40,592.00	100.00%
16	CLEARING AND GRUBBING	1 LS	1 LS	\$34,000.00	0	\$0.00	1	\$34,000.00	100.00%
16A	CLEARING AND GRUBBING	1 LS	1 LS	\$933.00	0	\$0.00	1	\$933.00	100.00%
16C	CLEARING AND GRUBBING	1 LS	1 LS	\$4,659.00	0	\$0.00	1	\$4,659.00	100.00%
16D	CLEARING AND GRUBBING	1 LS	1 LS	\$4,784.00	0	\$0.00	1	\$4,784.00	100.00%
17	CONCRETE CLASS B	284 CUYD	546 CUYD	\$443.00	0	\$0.00	546	\$241,878.00	100.00%
17A	CONCRETE CLASS B	7 CUYD	125 CUYD	\$443.00	0	\$0.00	110.5	\$48,951.50	88.40%
17B	CONCRETE CLASS B	33 CUYD	33 CUYD	\$443.00	0	\$0.00	54	\$23,922.00	163.64%
17C	CONCRETE CLASS B	78 CUYD	78 CUYD	\$443.00	0	\$0.00	57	\$25,251.00	73.08%
17D	CONCRETE CLASS B	51 CUYD	51 CUYD	\$443.00	0	\$0.00	23	\$10,189.00	45.10%
18	TEMPORARY SIGNS	135 SQFT	135 SQFT	\$31.04	0	\$0.00	112	\$3,476.48	82.96%
18B	TEMPORARY SIGNS	270 SQFT	270 SQFT	\$31.04	0	\$0.00	112	\$3,476.48	41.48%
18C	TEMPORARY SIGNS	135 SQFT	135 SQFT	\$31.04	0	\$0.00	112	\$3,476.48	82.96%



Pay Application

Project Winchester Avenue Improvements

Prime Contractor Allard Excavation LLC

Pay Application Number 17

Project Owner City of Ashland - KYTC

Engineer Palmer Engineering

Period 2/24/2025 - 3/23/2025

Commitment 1 - Allard Excavation LLC - Prime Contractor

Ref Number	Description	Bid Qty	Current Qty	Unit Price	Comp. This Period (Qty)	Comp. This Period (Cost)	Comp To Date (Qty)	Comp To Date (Cost)	Comp To Date (%)
18D	TEMPORARY SIGNS	135 SQFT	135 SQFT	\$31.04	0	\$0.00	0	\$0.00	0.00%
19	MOBILIZATION	1 LS	1 LS	\$120,000.00	0	\$0.00	1	\$120,000.00	100.00%
19A	MOBILIZATION	1 LS	1 LS	\$511.00	0	\$0.00	1	\$511.00	100.00%
19B	MOBILIZATION	1 LS	1 LS	\$7,100.00	0	\$0.00	1	\$7,100.00	100.00%
19C	MOBILIZATION	1 LS	1 LS	\$9,266.00	0	\$0.00	1	\$9,266.00	100.00%
19D	MOBILIZATION	1 LS	1 LS	\$9,099.00	0	\$0.00	1	\$9,099.00	100.00%
20	DEMOBILIZATION	1 LS	1 LS	\$200,000.00	0	\$0.00	0	\$0.00	0.00%
20A	DEMOBILIZATION	1 LS	1 LS	\$5,198.00	0	\$0.00	0	\$0.00	0.00%
20B	DEMOBILIZATION	1 LS	1 LS	\$14,000.00	0	\$0.00	0	\$0.00	0.00%
20C	DEMOBILIZATION	1 LS	1 LS	\$5,000.00	0	\$0.00	0	\$0.00	0.00%
20D	DEMOBILIZATION	1 LS	1 LS	\$12,000.00	0	\$0.00	0	\$0.00	0.00%
21	MAINTAIN & CONTROL TRAFFIC	1 LS	1 LS	\$38,000.00	0.01	\$380.00	1	\$38,000.00	100.00%
21A	MAINTAIN & CONTROL TRAFFIC	1 LS	1 LS	\$447.00	0	\$0.00	1	\$447.00	100.00%
21B	MAINTAIN & CONTROL TRAFFIC	1 LS	1 LS	\$7,032.00	0	\$0.00	1	\$7,032.00	100.00%
21C	MAINTAIN & CONTROL TRAFFIC	1 LS	1 LS	\$6,487.00	0.01	\$64.87	1	\$6,487.00	100.00%
21D	MAINTAIN & CONTROL TRAFFIC	1 LS	1 LS	\$6,661.00	0.01	\$66.61	1	\$6,661.00	100.00%
22	PORTABLE CHANGEABLE MESSAGE SIGN	2 EACH	2 EACH	\$3,587.00	0	\$0.00	2	\$7,174.00	100.00%



Pay Application

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22C	PORTABLE CHANGEABLE MESSAGE SIGN	2 EACH	2 EACH	\$3,436.00	0	\$0.00	2	\$6,872.00	100.00%
22D	PORTABLE CHANGEABLE MESSAGE SIGN	2 EACH	2 EACH	\$3,528.00	0	\$0.00	0	\$0.00	0.00%
23	MOBILIZATION FOR MILL & TEXT	1 LS	1 LS	\$4,200.00	0	\$0.00	1	\$4,200.00	100.00%
23A	MOBILIZATION FOR MILL & TEXT	1 LS	1 LS	\$67.00	0	\$0.00	1	\$67.00	100.00%
23B	MOBILIZATION FOR MILL & TEXT	1 LS	1 LS	\$1,808.00	0	\$0.00	1	\$1,808.00	100.00%
24	ASPHALT PAVE MILLING & TEXTURING	681 TON	2081 TON	\$75.00	0	\$0.00	2363.03	\$177,227.25	113.55%
24B	ASPHALT PAVE MILLING & TEXTURING	367 TON	367 TON	\$75.00	0	\$0.00	367	\$27,525.00	100.00%
25	TEMP SILT FENCE	1165 EACH	1110 EACH	\$3.00	0	\$0.00	0	\$0.00	0.00%
25C	TEMP SILT FENCE	1125 EACH	1125 EACH	\$3.00	0	\$0.00	0	\$0.00	0.00%
25D	TEMP SILT FENCE	665 EACH	665 EACH	\$3.00	0	\$0.00	0	\$0.00	0.00%
26	SILT TRAP TYPE A	8 EACH	8 EACH	\$263.00	0	\$0.00	0	\$0.00	0.00%
26C	SILT TRAP TYPE A	1 EACH	1 EACH	\$243.00	0	\$0.00	0	\$0.00	0.00%
26D	SILT TRAP TYPE A	1 EACH	1 EACH	\$249.00	0	\$0.00	0	\$0.00	0.00%
27	SILT TRAP TYPE B	8 EACH	8 EACH	\$307.00	0	\$0.00	0	\$0.00	0.00%
27C	SILT TRAP TYPE B	1 EACH	1 EACH	\$294.00	0	\$0.00	0	\$0.00	0.00%
27D	SILT TRAP TYPE B	1 EACH	1 EACH	\$302.00	0	\$0.00	0	\$0.00	0.00%
28	SILT TRAP TYPE C	8 EACH	8 EACH	\$301.00	0	\$0.00	0	\$0.00	0.00%



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28B	SILT TRAP TYPE C	2 EACH	2 EACH	\$225.00	0	\$0.00	0	\$0.00	0.00%
28C	SILT TRAP TYPE C	1 EACH	1 EACH	\$289.00	0	\$0.00	0	\$0.00	0.00%
28D	SILT TRAP TYPE C	1 EACH	1 EACH	\$296.00	0	\$0.00	0	\$0.00	0.00%
29	CLEAN SILT TRAP TYPE A	8 EACH	8 EACH	\$253.00	0	\$0.00	0	\$0.00	0.00%
29C	CLEAN SILT TRAP TYPE A	1 EACH	1 EACH	\$243.00	0	\$0.00	0	\$0.00	0.00%
29D	CLEAN SILT TRAP TYPE A	1 EACH	1 EACH	\$249.00	0	\$0.00	0	\$0.00	0.00%
30	CLEAN SILT TRAP TYPE B	8 EACH	8 EACH	\$253.00	0	\$0.00	0	\$0.00	0.00%
30C	CLEAN SILT TRAP TYPE B	1 EACH	1 EACH	\$243.00	0	\$0.00	0	\$0.00	0.00%
30D	CLEAN SILT TRAP TYPE B	1 EACH	1 EACH	\$249.00	0	\$0.00	0	\$0.00	0.00%
31	CLEAN SILT TRAP TYPE C	8 EACH	8 EACH	\$499.00	0	\$0.00	0	\$0.00	0.00%
31B	CLEAN SILT TRAP TYPE C	2 EACH	2 EACH	\$499.00	0	\$0.00	0	\$0.00	0.00%
31C	CLEAN SILT TRAP TYPE C	1 EACH	1 EACH	\$478.00	0	\$0.00	0	\$0.00	0.00%
31D	CLEAN SILT TRAP TYPE C	1 EACH	1 EACH	\$491.00	0	\$0.00	0	\$0.00	0.00%
32	SIDEWALK-4 IN CONCRETE	537 SQYD	537 SQYD	\$68.00	0	\$0.00	537	\$36,516.00	100.00%
32A	SIDEWALK-4 IN CONCRETE	3923 SQYD	3933 SQYD	\$68.00	0	\$0.00	3978.67	\$270,549.56	101.16%
32B	SIDEWALK-4 IN CONCRETE	1292 SQYD	1292 SQYD	\$68.00	0	\$0.00	1300.11	\$88,407.48	100.63%
32C	SIDEWALK-4 IN CONCRETE	1926 SQYD	1926 SQYD	\$66.00	0	\$0.00	1440	\$95,040.00	74.77%



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32D	SIDEWALK-4 IN CONCRETE	1261 SQYD	1261 SQYD	\$67.00	0	\$0.00	1590	\$106,530.00	126.09%
33A	REMOVE CONCRETE SIDEWALK	251 SQYD	251 SQYD	\$28.00	0	\$0.00	251	\$7,028.00	100.00%
33C	REMOVE CONCRETE SIDEWALK	1488 SQYD	1488 SQYD	\$27.00	0	\$0.00	1244	\$33,588.00	83.60%
33D	REMOVE CONCRETE SIDEWALK	926 SQYD	926 SQYD	\$28.00	0	\$0.00	926	\$25,928.00	100.00%
34	STAKING	1 LS	1 LS	\$24,000.00	0	\$0.00	1	\$24,000.00	100.00%
34A	STAKING	1 LS	1 LS	\$848.00	0	\$0.00	1	\$848.00	100.00%
34B	STAKING	1 LS	1 LS	\$9,386.00	0	\$0.00	1	\$9,386.00	100.00%
34C	STAKING	1 LS	1 LS	\$8,658.00	0	\$0.00	1	\$8,658.00	100.00%
34D	STAKING	1 LS	1 LS	\$8,891.00	0	\$0.00	1	\$8,891.00	100.00%
35	ADJUST WATER VALVE	3 EACH	3 EACH	\$1,196.00	0	\$0.00	3	\$3,588.00	100.00%
36A	POLE BASE	18 EACH	18 EACH	\$3,973.00	0	\$0.00	17	\$67,541.00	94.44%
36C	POLE BASE	15 EACH	15 EACH	\$1,766.00	0	\$0.00	15	\$26,490.00	100.00%
36D	POLE BASE	19 EACH	19 EACH	\$1,766.00	0	\$0.00	19	\$33,554.00	100.00%
37A	LIGHTING CONTROL EQUIPMENT	1 EACH	1 EACH	\$22,069.00	0	\$0.00	1	\$22,069.00	100.00%
37C	LIGHTING CONTROL EQUIPMENT	1 EACH	1 EACH	\$29,425.00	0.5	\$14,712.50	1	\$29,425.00	100.00%
37D	LIGHTING CONTROL EQUIPMENT	1 EACH	1 EACH	\$23,380.00	0.25	\$5,845.00	1	\$23,380.00	100.00%
38A	FUSED CONNECTOR KIT	36 EACH	36 EACH	\$106.00	0	\$0.00	36	\$3,816.00	100.00%



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38C	FUSED CONNECTOR KIT	30 EACH	30 EACH	\$161.00	0	\$0.00	7	\$1,127.00	23.33%
38D	FUSED CONNECTOR KIT	38 EACH	38 EACH	\$112.00	0	\$0.00	38	\$4,256.00	100.00%
39A	CONDUIT 3 INCH	500 LF	1750 LF	\$28.38	0	\$0.00	920	\$26,109.60	52.57%
39C	CONDUIT 3 INCH	665 LF	665 LF	\$20.00	0	\$0.00	420	\$8,400.00	63.16%
39D	CONDUIT 3 INCH	475 LF	475 LF	\$30.00	0	\$0.00	475	\$14,250.00	100.00%
40A	TRENCHING AND BACKFILLING	3336 LF	4586 LF	\$13.00	0	\$0.00	6941	\$90,233.00	151.35%
40C	TRENCHING AND BACKFILLING	2905 LF	2905 LF	\$36.00	0	\$0.00	2900	\$104,400.00	99.83%
40D	TRENCHING AND BACKFILLING	3135 LF	3135 LF	\$13.00	0	\$0.00	3135	\$40,755.00	100.00%
41A	WIRE - NO. 12	648 LF	1898 LF	\$2.00	0	\$0.00	648	\$1,296.00	34.14%
41C	WIRE - NO. 12	540 LF	540 LF	\$0.36	0	\$0.00	540	\$194.40	100.00%
41D	WIRE - NO. 12	684 LF	684 LF	\$2.00	0	\$0.00	684	\$1,368.00	100.00%
42A	Cable - NO. 8/3C DUCTED	1870 LF	1870 LF	\$9.00	0	\$0.00	2294	\$20,646.00	122.67%
43A	REMOVE LIGHTING	1 LS	1 LS	\$9,747.00	0	\$0.00	1	\$9,747.00	100.00%
44	TEMP MULCH	26528 SQYD	0 SQYD	\$1.00	0	\$0.00	0	\$0.00	N/A
44C	TEMP MULCH	4628 SQYD	4628 SQYD	\$1.00	0	\$0.00	0	\$0.00	0.00%
44D	TEMP MULCH	3318 SQYD	3318 SQYD	\$1.00	0	\$0.00	0	\$0.00	0.00%
45	TEMP SEEDING AND PROTECTION	20097 SQYD	0 SQYD	\$1.00	0	\$0.00	0	\$0.00	N/A



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45C	TEMP SEEDING AND PROTECTION	3506 SQYD	3506 SQYD	\$1.00	0	\$0.00	0	\$0.00	0.00%
45D	TEMP SEEDING AND PROTECTION	2514 SQYD	2514 SQYD	\$1.00	0	\$0.00	0	\$0.00	0.00%
46	INITIAL FERTILIZER	.1 TON	.1 TON	\$5,050.00	0	\$0.00	0	\$0.00	0.00%
46C	INITIAL FERTILIZER	.1 TON	.1 TON	\$5,350.00	0	\$0.00	0	\$0.00	0.00%
46D	INITIAL FERTILIZER	.1 TON	.1 TON	\$5,050.00	0	\$0.00	0.1	\$505.00	100.00%
47C	SEEDING AND PROTECTION	559 SQYD	559 SQYD	\$7.00	0	\$0.00	559	\$3,913.00	100.00%
47D	SEEDING AND PROTECTION	720 SQYD	720 SQYD	\$7.00	0	\$0.00	536	\$3,752.00	74.44%
48	SBM ALUM SHEET SIGNS .080 IN	788 SQFT	788 SQFT	\$20.79	0	\$0.00	449	\$9,334.71	56.98%
49	STEEL POST TYPE 1	1700 LF	1700 LF	\$22.11	0	\$0.00	938	\$20,739.18	55.18%
50	PAVE STRIPING-TEMP PAINT-4 IN	19200 LF	19200 LF	\$0.24	0	\$0.00	24705	\$5,929.20	128.67%
51	PAVE STRIPING-PERM PAINT-6 IN	18755 LF	18755 LF	\$0.40	0	\$0.00	13640	\$5,456.00	72.73%
51B	PAVE STRIPING-PERM PAINT-6 IN	2290 LF	2290 LF	\$0.40	0	\$0.00	0	\$0.00	0.00%
52	PAVE MARKING-THERMO STOP BAR-24IN	24 LF	24 LF	\$12.00	0	\$0.00	60	\$720.00	250.00%
52B	PAVE MARKING-THERMO STOP BAR-24IN	56 LF	56 LF	\$12.00	0	\$0.00	76	\$912.00	135.71%
52C	PAVE MARKING-THERMO STOP BAR-24IN	89 LF	89 LF	\$13.00	0	\$0.00	0	\$0.00	0.00%
52D	PAVE MARKING-THERMO STOP BAR-24IN	90 LF	90 LF	\$12.00	0	\$0.00	0	\$0.00	0.00%



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53	PAVE MARKING-PAINT CROSS-HATCH	2946 SQFT	2946 SQFT	\$2.00	0	\$0.00	286	\$572.00	9.71%
54	PAVE MARKING-THERMO STR ARROW	3 EACH	3 EACH	\$101.00	0	\$0.00	3	\$303.00	100.00%
55	PAVE MARKING-THERMO CURV ARROW	3 EACH	3 EACH	\$121.00	0	\$0.00	3	\$363.00	100.00%
55B	PAVE MARKING-THERMO CURV ARROW	3 EACH	3 EACH	\$121.00	0	\$0.00	0	\$0.00	0.00%
56	PAVE MARKING-THERMO COMB ARROW	3 EACH	3 EACH	\$141.00	0	\$0.00	3	\$423.00	100.00%
56B	PAVE MARKING-THERMO COMB ARROW	3 EACH	3 EACH	\$150.00	0	\$0.00	3	\$450.00	100.00%
57	PAVE MARKING-THERMO ONLY	2 EACH	2 EACH	\$278.00	0	\$0.00	0	\$0.00	0.00%
58	PAVE MARKING-THERMO MERGE ARROW	2 EACH	2 EACH	\$303.00	0	\$0.00	2	\$606.00	100.00%
59	W METER ADJUST	9 EACH	9 EACH	\$199.00	0	\$0.00	11	\$2,189.00	122.22%
60C	SODDING	1595 SQYD	1595 SQYD	\$13.00	0	\$0.00	0	\$0.00	0.00%
60D	SODDING	666 SQYD	666 SQYD	\$12.00	0	\$0.00	0	\$0.00	0.00%
61	PAVE MARK HANDICAP SYMBOL	13 EACH	13 EACH	\$253.00	0	\$0.00	13	\$3,289.00	100.00%
61B	PAVE MARK HANDICAP SYMBOL	2 EACH	2 EACH	\$253.00	0	\$0.00	2	\$506.00	100.00%
62	ELECTRICAL JUNCTION BOX TYPE A	9 EACH	9 EACH	\$1,500.00	0	\$0.00	9	\$13,500.00	100.00%
62A	ELECTRICAL JUNCTION BOX TYPE A	12 EACH	12 EACH	\$642.00	0	\$0.00	12	\$7,704.00	100.00%
62C	ELECTRICAL JUNCTION BOX TYPE A	18 EACH	18 EACH	\$2,247.00	0	\$0.00	17	\$38,199.00	94.44%



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62D	ELECTRICAL JUNCTION BOX TYPE A	14 EACH	14 EACH	\$1,418.00	0	\$0.00	14	\$19,852.00	100.00%
63A	BORE AND JACK CONDUIT	500 LF	500 LF	\$66.00	0	\$0.00	500	\$33,000.00	100.00%
63C	BORE AND JACK CONDUIT	665 LF	665 LF	\$87.00	0	\$0.00	420	\$36,540.00	63.16%
63D	BORE AND JACK CONDUIT	475 LF	475 LF	\$70.00	0	\$0.00	454	\$31,780.00	95.58%
64A	WOOD POLE	1 EACH	1 EACH	\$2,374.00	0	\$0.00	1	\$2,374.00	100.00%
65	BRICK-PAVERS FOR SIDEWALK	2968 SQYD	2968 SQYD	\$115.00	0	\$0.00	3074	\$353,510.00	103.57%
65A	BRICK-PAVERS FOR SIDEWALK	756 SQYD	756 SQYD	\$115.00	0	\$0.00	756	\$86,940.00	100.00%
66	DETECTABLE WARNING	911 SQFT	911 SQFT	\$32.00	0	\$0.00	916	\$29,312.00	100.55%
66B	DETECTABLE WARNING	174 SQFT	174 SQFT	\$32.00	0	\$0.00	180	\$5,760.00	103.45%
66C	DETECTABLE WARNING	412 SQFT	412 SQFT	\$30.00	0	\$0.00	350	\$10,500.00	84.95%
66D	DETECTABLE WARNING	225 SQFT	225 SQFT	\$31.00	0	\$0.00	194	\$6,014.00	86.22%
67	REMOVE AND REINSTALL JUNCTION BOX	11 EACH	11 EACH	\$773.00	0	\$0.00	11	\$8,503.00	100.00%
68	PAVE MARK-THERMO-X-WALK-24 IN	1374 LF	1374 LF	\$10.00	0	\$0.00	1315	\$13,150.00	95.71%
68B	PAVE MARK-THERMO-X-WALK-24 IN	120 LF	120 LF	\$10.00	0	\$0.00	120	\$1,200.00	100.00%
68C	PAVE MARK-THERMO-X-WALK-24 IN	1109 LF	1109 LF	\$11.00	0	\$0.00	0	\$0.00	0.00%
68D	PAVE MARK-THERMO-X-WALK-24 IN	209 LF	209 LF	\$10.00	0	\$0.00	0	\$0.00	0.00%
69	STAMPED CONCRETE	1884 SQYD	1884 SQYD	\$103.00	0	\$0.00	1884	\$194,052.00	100.00%



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70C	REMOVE LIGHT POLE	1 EACH	1 EACH	\$6,313.00	0	\$0.00	1	\$6,313.00	100.00%
71	PAVE MARK - THERMO YIELD	144 EACH	144 EACH	\$56.00	0	\$0.00	125	\$7,000.00	86.81%
72A	ORNAMENTAL GRASS	3574 EACH	3574 EACH	\$42.00	0	\$0.00	3051	\$128,142.00	85.37%
72C	ORNAMENTAL GRASS	514 EACH	514 EACH	\$45.00	0	\$0.00	356	\$16,020.00	69.26%
72D	ORNAMENTAL GRASS	2397 EACH	2397 EACH	\$42.00	0	\$0.00	1112	\$46,704.00	46.39%
73A	LED LUMINAIRE	50 EACH	50 EACH	\$2,146.00	32	\$68,672.00	50	\$107,300.00	100.00%
73C	LED LUMINAIRE	33 EACH	33 EACH	\$268.00	18	\$4,824.00	33	\$8,844.00	100.00%
73D	LED LUMINAIRE	47 EACH	47 EACH	\$2,274.00	40	\$90,960.00	45	\$102,330.00	95.74%
74A	CABLE - NO. 10/3C DUCTED	1886 LF	1886 LF	\$6.00	0	\$0.00	3459	\$20,754.00	183.40%
74C	CABLE - NO. 10/3C DUCTED	2320 LF	2320 LF	\$14.00	0	\$0.00	2320	\$32,480.00	100.00%
74D	CABLE - NO. 10/3C DUCTED	3550 LF	3550 LF	\$6.00	0	\$0.00	3550	\$21,300.00	100.00%
75	BARCODE SIGN INVENTORY	181 EACH	181 EACH	\$12.79	0	\$0.00	0	\$0.00	0.00%
76	REMOVE SIGNAL EQUIPMENT	5 EACH	5 EACH	\$5,050.00	0	\$0.00	5	\$25,250.00	100.00%
77A	TREE	58 EACH	63 EACH	\$1,000.00	0	\$0.00	58	\$58,000.00	92.06%
77B	TREE	16 EACH	16 EACH	\$1,000.00	0	\$0.00	14	\$14,000.00	87.50%
77C	TREE	24 EACH	24 EACH	\$1,000.00	11	\$11,000.00	24	\$24,000.00	100.00%
77D	TREE	41 EACH	41 EACH	\$1,000.00	10	\$10,000.00	32	\$32,000.00	78.05%



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78C	DECORATIVE POT (LANDSCAPE)	2 EACH	2 EACH	\$405.00	0	\$0.00	0	\$0.00	0.00%
79	DECORATIVE PLATES	507 SQFT	507 SQFT	\$182.00	0	\$0.00	320	\$58,240.00	63.12%
80	PAVE MARKING - ROUNDABOUT ARROW	20 EACH	20 EACH	\$253.00	0	\$0.00	20	\$5,060.00	100.00%
81A	REMOVE FLAG POLE & LIGHT	2 EACH	2 EACH	\$1,162.00	0	\$0.00	2	\$2,324.00	100.00%
82A	REMOVE BOLLARD BASE	4 EACH	4 EACH	\$101.00	0	\$0.00	4	\$404.00	100.00%
83A	INSTALL BOLLARD BASE	5 EACH	5 EACH	\$960.00	0	\$0.00	5	\$4,800.00	100.00%
84A	LUKE II PEDESTAL FOUNDATION	10 EACH	10 EACH	\$1,338.00	0	\$0.00	10	\$13,380.00	100.00%
85A	COBRA POLE RETROFIT	32 EACH	32 EACH	\$6,595.00	0	\$0.00	17	\$112,115.00	53.13%
85C	COBRA POLE RETROFIT	18 EACH	18 EACH	\$7,811.00	0	\$0.00	0	\$0.00	0.00%
85D	COBRA POLE RETROFIT	28 EACH	28 EACH	\$6,987.00	0	\$0.00	0	\$0.00	0.00%
86A	WADSWORTH SHORT LIGHT POLES	24 EACH	24 EACH	\$3,873.00	0	\$0.00	23	\$89,079.00	95.83%
86C	WADSWORTH SHORT LIGHT POLES	15 EACH	15 EACH	\$4,280.00	0	\$0.00	15	\$64,200.00	100.00%
86D	WADSWORTH SHORT LIGHT POLES	13 EACH	13 EACH	\$4,106.00	0	\$0.00	13	\$53,378.00	100.00%
87A	200A 1P PANEL	10 EACH	10 EACH	\$17,625.00	0	\$0.00	12	\$211,500.00	120.00%
88A	TYPE C JUNCTION BOX	10 EACH	10 EACH	\$3,222.00	0	\$0.00	10	\$32,220.00	100.00%
89A	#3/0 DUCTED CABLE	2150 LF	2150 LF	\$54.00	0	\$0.00	3882	\$209,628.00	180.56%
90A	PCC1 POWER CONTROL CENTER	1 EACH	1 EACH	\$33,840.00	0	\$0.00	1	\$33,840.00	100.00%



Pay Application

Project Winchester Avenue Improvements

Project Owner City of Ashland - KYTC

Commitment 1 - Allard Excavation LLC - Prime Contractor

Prime Contractor Allard Excavation LLC

Engineer Palmer Engineering

Pay Application Number 17

Period 2/24/2025 - 3/23/2025

Ref Number	Description	Bid Qty	Current Qty	Unit Price	Comp. This Period (Qty)	Comp. This Period (Cost)	Comp To Date (Qty)	Comp To Date (Cost)	Comp To Date (%)
91A	PCC1 TO PP, TWO SETS OF #350MCM	95 FT	95 FT	\$106.00	0	\$0.00	130	\$13,780.00	136.84%
92A	PCC1 TO PP, TWO SETS OF 4" CONDUIT	95 FT	95 FT	\$91.00	0	\$0.00	100	\$9,100.00	105.26%
93A	PCC2 POWER CONTROL CENTER	1 EACH	1 EACH	\$36,108.00	0	\$0.00	1	\$36,108.00	100.00%
94A	PP POWER POLES, METERING	2 EACH	2 EACH	\$11,262.00	0	\$0.00	2	\$22,524.00	100.00%
95A	PCC2 TO PP, TWO SETS OF #600MCM	50 FT	50 FT	\$157.00	0	\$0.00	75	\$11,775.00	150.00%
96A	PCC2 TO PP, TWO SETS OF 4" CONDUIT	150 FT	150 FT	\$91.00	0	\$0.00	75	\$6,825.00	50.00%
97A	Mast Pole for Electric Line above sign	10 LF	10 LF	\$9,040.00	0	\$0.00	10	\$90,400.00	100.00%
98A	BASEMENT - HIGHLANDS MUSEUM	1 LUMP SUM	1 LUMP SUM	\$65,000.00	0	\$0.00	1	\$65,000.00	100.00%
99	BASEMENT - 1500 WINCHESTER AVENUE	1 LUMP SUM	1 LUMP SUM	\$58,792.32	0	\$0.00	1	\$58,792.32	100.00%
100A	BASEMENT METAL DECKING	80 SQ YD	80 SQ YD	\$125.00	0	\$0.00	92.42	\$11,552.50	115.53%
101A	DOWNSPOUTS	200 LIN FT	200 LIN FT	\$25.00	0	\$0.00	125	\$3,125.00	62.50%
102A	SEALING - STAMPED CONCRETE	1884 SQ YD	1884 SQ YD	\$13.10	0	\$0.00	1884	\$24,680.40	100.00%
103A	DRAINAGE	120 LIN FT	120 LIN FT	\$100.00	0	\$0.00	0	\$0.00	0.00%
104A	ELECTRICAL REMOVAL	1 LUMP SUM	1 LUMP SUM	\$19,155.00	0	\$0.00	0	\$0.00	0.00%
				Extended Total		\$206,524.98		\$7,164,494.74	

AGENDA ITEM: _____
DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 04/16/2025	Date Requested: 04/24/2025
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Other Consent Agenda	Request to make Payment #5 to Spear Corporation for the Filtration System at Dawson Pool

RECOMMENDATION:

The Department of Parks & Recreation requests the Commission's approval of Payment #5 to Spear Corporation in the amount of \$72,140.71 for the purchase and installation of the pool filtration system at Dawson Pool.

DISCUSSION:

New pool filtration system was required replacement due to age.

FISCAL IMPACT:

Funds are budgeted in FY2025.

Requesting Payment of:	
Application 5	\$35,581.90
Application 6	\$14,475.51
Application 7	\$22,083.30
Total Payment Request #5	\$72,140.71

COA Payments	
Payment #1	\$9,730.71
Payment #2	\$92,960.46
Payment #3	\$21,304.71
Payment #4	\$286,594.60
Payment #5	\$72,140.71
Total Payments	\$482,731.19

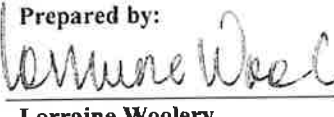
Original Contract Amount	\$316,214.00
Change Order	\$224,954.00
Total Contract	\$541,168.00
Payments Made	\$482,731.19

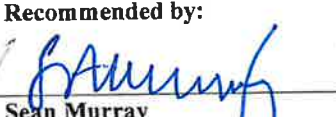
Remainer of Contract	\$58,436.81
----------------------	-------------

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Lorraine Woolery
Administrative Assistant

Recommended by:

Sean Murray
Director

Approved by:

Tony D. Grubb
City Manager



8/16/2023
8:54 AM

Ed

Chir

Problems

Vendor Name

Short Name

Open/Close/Adj

Starting Date Period

SPERN CORPORATION

SPERN

No

078218

Trans Type

VP

Trans No

078218

Doc No

01

2024

Expenditure History

Vendor Information

Voucher History

601	238231	28113 088318 10/01/2024	8730.71
002	238232	28113 088318 10/01/2024	92580.46
003	238233	28113 088318 10/01/2024	21384.71
004	238234R	28113 088318 10/01/2024	288584.68

Double-click to display Transaction Detail



Print: A

BA1738-4

TO OWNER/CLIENT:

City of Ashland
1700 Greenup Avenue
Ashland, Kentucky 41101

PROJECT:

City of Ashland
6th Street & Central Avenue
Ashland, Kentucky 41101

FROM CONTRACTOR:

Spear Corporation
12986 N County Road 50 W
Roachdale, Indiana 46172

VIA ARCHITECT/ENGINEER:

APPLICATION NO: 5

INVOICE NO: 5

PERIOD: 12/01/24 - 12/31/24

PROJECT NO: 23023

CONTRACT DATE: 10/17/2023

CONTRACT FOR: Dawson Pool Equipment

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum		\$316,214.00
2. Net change by change orders		\$224,954.00
3. Contract Sum to date (Line 1 + 2)		\$541,168.00
4. Total completed and stored to date (Column G on detail sheet)		\$495,747.10
5. Retainage:		
a. 10.00% of completed work	\$49,574.72	
b. 0.00% of stored material	\$0.00	
Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$49,574.72
6. Total earned less retainage (Line 4 less Line 5 Total)		\$446,172.38
7. Less previous certificates for payment (Line 6 from prior certificate)		\$410,590.48
8. Current payment due:		\$35,581.90
9. Balance to finish, including retainage (Line 3 less Line 6)		\$94,995.62

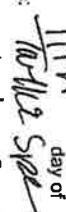
CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$224,954.00	\$0.00
Total approved this month:		\$0.00	\$0.00
	Totals:	\$224,954.00	\$0.00
Net change by change orders:		\$224,954.00	

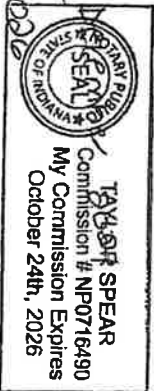
The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner, and that current payments shown herein is now due.

CONTRACTOR: Spear Corporation

By: 

Date: 12-11-2024

State of: Indiana
County of: Putnam
Subscribed and sworn to before me this 11th day of December 2024
Notary Public: 
My commission expires: 10-24-2026



ARCHITECTS/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observation and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$35,581.90

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: 

Date: 12/16/25

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column 1 on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 5
APPLICATION DATE: 12/13/2024
PERIOD: 12/01/24 - 12/31/24

Contract Lines										
A	B	C	D		E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	01 - CONSTRUCTION-GENERAL.O	General Conditions	\$63,119.00	\$37,871.40	\$6,311.90	\$0.00	\$44,183.30	70.00%	\$18,935.70	\$4,118.33
2	01 - CONSTRUCTION-GENERAL.O	P&P Bond	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100.00%	\$0.00	\$450.00
3	01 - CONSTRUCTION-EQUIPMENT & SYSTEMS.O	Mechanical Room Equipment	\$179,395.00	\$179,395.00	\$0.00	\$0.00	\$179,395.00	100.00%	\$0.00	\$17,935.50
4	01 - CONSTRUCTION-LABOR - SPEAR.O	Mechanical Room Labor	\$28,000.00	\$22,400.00	\$2,800.00	\$0.00	\$25,200.00	90.00%	\$2,800.00	\$2,520.00
5	01 - CONSTRUCTION-LABOR - SUBCONTRACTED.O	Concrete Material and Labor	\$36,400.00	\$21,840.00	\$0.00	\$0.00	\$21,840.00	60.00%	\$14,560.00	\$2,184.00
6	01 - CONSTRUCTION-LABOR - SPEAR.O	Start-up & Training	\$4,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,800.00	\$0.00
TOTALS:			\$318,214.00	\$268,008.40	\$9,111.90	\$0.00	\$275,118.30	87.00%	\$41,095.70	\$27,511.83

Change Orders

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
7	PC000001									
7.1	PC000001									
7.1.1	01 - CONSTRUCTION-LABOR - SUBCONTRACTED.O .Other	\$174,159.50	\$156,743.55	\$17,415.95	\$0.00	\$174,159.50	100.00%	\$0.00	\$0.00	\$17,415.96
7.1.2	01 - CONSTRUCTION-GENERAL.O .Other	\$14,662.50	\$14,662.50	\$0.00	\$0.00	\$14,662.50	100.00%	\$0.00	\$0.00	\$1,466.25
7.1.3	01 - CONSTRUCTION-EQUIPMENT & SYSTEMS.O .Other	\$9,720.00	\$7,290.00	\$2,430.00	\$0.00	\$9,720.00	100.00%	\$0.00	\$0.00	\$972.00
7.1.4	01 - CONSTRUCTION-LABOR - SPEAR.O .Other	\$10,492.00	\$1,049.20	\$8,393.60	\$0.00	\$9,442.80	90.00%	\$1,049.20	\$0.00	\$944.28
7.1.5	01 - CONSTRUCTION-GENERAL.O .Other	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00	\$500.00
7.1.6	01 - CONSTRUCTION-GENERAL.O .Other	\$10,920.00	\$5,460.00	\$2,184.00	\$0.00	\$7,644.00	70.00%	\$3,276.00	\$0.00	\$764.40

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	TOTALS:	\$224,954.00	\$190,205.25	\$30,423.55	\$0.00	\$220,628.80	98.08%	\$4,325.20	\$22,062.88

Grand Totals										
A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	GRAND TOTALS:	\$541,168.00	\$466,211.65	\$39,535.45	\$0.00	\$495,747.10	91.81%	\$45,420.90	\$49,574.72	

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT SUMMARY SHEET

Page 1 of 3

TO OWNER/CLIENT:

City of Ashland
1700 Greenup Avenue
Ashland, Kentucky 41101

PROJECT:

City of Ashland
6th Street & Central Avenue
Ashland, Kentucky 41101

FROM CONTRACTOR:

Spear Corporation
12968 N County Road 50 W
Roachdale, Indiana 46172

VIA ARCHITECT/ENGINEER:

APPLICATION NO: 6

INVOICE NO: 6

PERIOD: 02/01/25 - 02/28/25

PROJECT NO: 23023

CONTRACT DATE: 10/17/2023

CONTRACT FOR: Dawson Pool Equipment

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum		\$316,214.00
2. Net change by change orders		\$224,954.00
3. Contract Sum to date (Line 1 + 2)		\$541,168.00
4. Total completed and stored to date (Column G on detail sheet)		\$511,831.00
5. Retainage:		
a. 10.00% of completed work	\$51,183.11	
b. 0.00% of stored material	\$0.00	
Total retainage		\$51,183.11
6. Total earned less retainage (Line 5a + 5b or total in column I of detail sheet)		\$460,847.89
7. Less previous certificates for payment (Line 6 from prior certificate)		\$448,172.38
8. Current payment due:		\$14,475.51
9. Balance to finish, including retainage (Line 3 less Line 6)		\$80,520.11

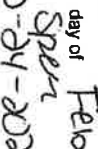
CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$224,954.00	\$0.00
Total approved this month:		\$0.00	\$0.00
	Totals:	\$224,954.00	\$0.00
Net change by change orders:		\$224,954.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner, and that current payments shown herein is now due.

CONTRACTOR: Spear Corporation

By: 

Date: 2-14-2024

State of: Indiana
County of: Putnam
Subscribed and sworn to before
me this 14th day of February
Notary Public:  Taylor Spear
My commission expires: 10-24-2026



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observation and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$14,475.51

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: 

Date: 2/16/25

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 6
APPLICATION DATE: 2/14/2025
PERIOD: 02/01/25 - 02/28/25

Contract Lines

CONTRACT SUMMARY										
A	B	C	D		E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	01 - CONSTRUCTION-GENERAL.O ..Other	General Conditions	\$63,118.00	\$44,183.30	\$6,311.80	\$0.00	\$50,495.20	80.00%	\$12,623.80	\$5,049.52
2	01 - CONSTRUCTION-GENERAL.O ..Other	P&P Bond	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100.00%	\$0.00	\$450.00
3	01 - CONSTRUCTION-EQUIPMENT & SYSTEMS.O ..Other	Mechanical Room Equipment	\$179,395.00	\$179,395.00	\$0.00	\$0.00	\$179,395.00	100.00%	\$0.00	\$17,939.50
4	01 - CONSTRUCTION-LABOR - SPEAR.O ..Other	Mechanical Room Labor	\$28,000.00	\$25,200.00	\$1,400.00	\$0.00	\$26,600.00	95.00%	\$1,400.00	\$2,660.00
5	01 - CONSTRUCTION-LABOR - SUBCONTRACTED.O ..Other	Concrete Material and Labor	\$36,400.00	\$21,840.00	\$7,280.00	\$0.00	\$29,120.00	80.00%	\$7,280.00	\$2,912.00
6	01 - CONSTRUCTION-LABOR - SPEAR.O ..Other	Start-up & Training	\$4,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,800.00	\$0.00
TOTALS:			\$316,214.00	\$275,118.30	\$14,991.80	\$0.00	\$290,110.20	91.74%	\$26,103.80	\$29,011.02

Change Orders

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
7	PCQCM001								
7.1	PCCM001								
7.1.1	01 - CONSTRUCTION-LABOR - SUBCONTRACTED.O .Other Demo of Existing Gutter System	\$174,159.50	\$174,159.50	\$0.00	\$0.00	\$174,159.50	100.00%	\$0.00	\$17,415.96
7.1.2	01 - CONSTRUCTION-GENERAL.O .Other Engineering and Permit	\$14,662.50	\$14,662.50	\$0.00	\$0.00	\$14,662.50	100.00%	\$0.00	\$1,466.25
7.1.3	01 - CONSTRUCTION-EQUIPMENT & SYSTEMS.O .Other PVC Pipe and Fittings	\$6,720.00	\$6,720.00	\$0.00	\$0.00	\$6,720.00	100.00%	\$0.00	\$672.00
7.1.4	01 - CONSTRUCTION-LABOR - SPEAR.O .Other Installation Labor	\$10,492.00	\$8,442.80	\$0.00	\$0.00	\$9,442.80	90.00%	\$1,049.20	\$944.26
7.1.5	01 - CONSTRUCTION-GENERAL.O .Other Bonds and Insurance	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$500.00
7.1.6	01 - CONSTRUCTION-GENERAL.O .Other General Conditions	\$10,920.00	\$7,644.00	\$1,092.00	\$0.00	\$8,736.00	80.00%	\$2,184.00	\$873.60

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

Page 3 of 3

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	TOTALS:	\$224,954.00	\$220,628.80	\$1,092.00	\$0.00	\$221,720.80	96.66%	\$3,233.20	\$22,172.09

Grand Totals										
A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	GRAND TOTALS:	\$641,188.00	\$496,747.10	\$16,083.80	\$0.00	\$511,831.00	94.58%	\$29,337.00	\$61,183.11	

TO OWNER/CLIENT:

City of Ashland
1700 Greenup Avenue
Ashland, Kentucky 41101

PROJECT:

City of Ashland
6th Street & Central Avenue
Ashland, Kentucky 41101

FROM CONTRACTOR:

Spear Corporation
12966 N County Road 50 W
Roachdale, Indiana 46172

VIA ARCHITECT/ENGINEER:

APPLICATION NO: 7

INVOICE NO: 7

PERIOD: 04/01/25 - 04/30/25

PROJECT NO: 23023

CONTRACT DATE: 10/17/2023

CONTRACT FOR: Dawson Pool Equipment

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum		\$316,214.00
2. Net change by change orders		\$224,954.00
3. Contract Sum to date (Line 1 + 2)		\$541,168.00
4. Total completed and stored to date (Column G on detail sheet)		\$536,368.00
5. Retainage:		
a. 10.00% of completed work	\$53,636.81	
b. 0.00% of stored material	\$0.00	
Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$53,636.81
6. Total earned less retainage (Line 5a + 5b or total in column I of detail sheet)		\$482,731.19
7. Less previous certificates for payment (Line 6 from prior certificate)		\$460,647.89
8. Current payment due:		\$22,083.30
9. Balance to finish, including retainage (Line 3 less Line 6)		\$58,436.81

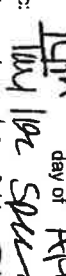
CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$224,954.00	\$0.00
Total approved this month:		\$0.00	\$0.00
	Totals:	\$224,954.00	\$0.00
Net change by change orders:		\$224,954.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner, and that current payments shown herein is now due.

CONTRACTOR: Spear Corporation

By: 

Date: 4-14-2025

State of: Indiana
County of: Putnam
Subscribed and sworn to before me this 14th day of April, 2025
Notary Public: 
My commission expires: 10-24-2026



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observation and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$22,083.30

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: 

Date: 4/16/25

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 7
APPLICATION DATE: 4/14/2025
PERIOD: 04/01/25 - 04/30/25

Contract Lines										
A	B	C	D		E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				% (G / C)		
1	01 - CONSTRUCTION-GENERAL.O ..Other	General Conditions	\$63,119.00	\$50,485.20	\$12,623.80	\$0.00	\$63,119.00	100.00%	\$0.00	\$6,311.90
2	01 - CONSTRUCTION-GENERAL.O ..Other	P&P Bond	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100.00%	\$0.00	\$450.00
3	01 - CONSTRUCTION-EQUIPMENT & SYSTEMS.O ..Other	Mechanical Room Equipment	\$179,395.00	\$179,395.00	\$0.00	\$0.00	\$179,395.00	100.00%	\$0.00	\$17,939.50
4	01 - CONSTRUCTION-LABOR - SPEAR.O ..Other	Mechanical Room Labor	\$28,000.00	\$26,800.00	\$1,400.00	\$0.00	\$28,000.00	100.00%	\$0.00	\$2,800.00
5	01 - CONSTRUCTION-LABOR - SUBCONTRACTED.O ..Other	Concrete Material and Labor	\$36,400.00	\$29,120.00	\$7,280.00	\$0.00	\$36,400.00	100.00%	\$0.00	\$3,640.00
6	01 - CONSTRUCTION-LABOR - SPEAR.O ..Other	Start-up & Training	\$4,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,800.00	\$0.00
TOTALS:			\$316,214.00	\$280,110.20	\$21,303.80	\$0.00	\$311,414.00	98.48%	\$4,800.00	\$31,141.40

Change Orders

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				% (G / C)		
7	PCCG001									
7.1	PCCG001									
7.1.1	01 - CONSTRUCTION-LABOR - SUBCONTRACTED.O .Other	\$174,159.50	\$174,159.50	\$0.00	\$0.00	\$0.00	\$174,159.50	100.00%	\$0.00	\$17,415.96
7.1.2	01 - CONSTRUCTION-GENERAL.O .Other	\$14,662.50	\$14,662.50	\$0.00	\$0.00	\$0.00	\$14,662.50	100.00%	\$0.00	\$1,466.25
7.1.3	01 - CONSTRUCTION-EQUIPMENT & SYSTEMS.O .Other	\$9,720.00	\$9,720.00	\$0.00	\$0.00	\$0.00	\$9,720.00	100.00%	\$0.00	\$972.00
7.1.4	01 - CONSTRUCTION-LABOR - SPEAR.O .Other	\$10,492.00	\$9,442.90	\$1,049.20	\$0.00	\$0.00	\$10,492.00	100.00%	\$0.00	\$1,049.20
7.1.5	01 - CONSTRUCTION-GENERAL.O .Other	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$500.00
7.1.6	01 - CONSTRUCTION-GENERAL.O .Other	\$10,920.00	\$8,736.00	\$2,184.00	\$0.00	\$0.00	\$10,920.00	100.00%	\$0.00	\$1,092.00

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
TOTALS:		\$224,954.00	\$221,720.80	\$3,233.20	\$0.00	\$224,954.00	100.00%	\$0.00	\$22,495.41

Grand Totals										
A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	GRAND TOTALS:	\$541,168.00	\$511,831.00	\$29,337.00	\$0.00	\$536,368.00	99.41%	\$4,800.00	\$53,636.81	

AGENDA ITEM: _____
DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 04/15/2025	Date Requested: 04/24/2025
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Other Consent	PROGRESS PAYMENT TO CTB INCORPORATED FOR THE CITY HALL EXTERIOR UPGRADES 17TH STREET ENTRANCE UPGRADE PROJECT

RECOMMENDATION:

Barry Adkins, Director of Engineering recommends that the Board of Commissioners approve Pay Request No. 3 in the amount of \$23,687.28 for the City Hall Exterior Upgrades 17th Street Entrance Upgrade Project to CTB Incorporated, 6101 Catletts Creek, Catlettsburg, KY 41129.

DISCUSSION:

The scope of work is for installation of new stone slab step sections and steel tube handrails at the 17th Street Entrance to eliminate fall hazard conditions.

FISCAL IMPACT:

Original Contract Amount	\$ 106,998.00
Change Order No.1	\$ 00.00
Change Order No. 2	\$ 4,302.00
Revised Contract Amount	\$102,696.00
Amount Paid to Date	\$ 65,869.92
Pay Request 3	\$ 23,687.28
Balance of Contract	\$ 13,138.80

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

None.

Prepared by:

Recommended by:

Approved by:

Teena Rucker
Teena Rucker

Barry Adkins
Barry Adkins

City Manager

AIA Type Document
Application and Certification for Payment

Page 1 of 2

TO (OWNER): City of Ashland
1700 Greenup Ave
Ashland, KY 41101

PROJECT: 17th Street Entrance Upgrade
City Hall
1700n Greenup Avenue
Ashland, KY 41101

APPLICATION NO: 3
PERIOD TO: 4/14/2025

DISTRIBUTION TO:
OWNER
ARCHITECT
CONTRACTOR

FROM (CONTRACTOR): CTB, Inc.
P. O. Box 463
6101 Catletts Creek Rd
Catlettsburg, KY 41129-0463

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO: 05240

CONTRACT FOR: City Hall - 17th ST Entrance Upgrades

CONTRACT DATE: 5/10/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$	106,998.00
2. Net Change by Change Orders	\$	-4,302.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	102,696.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	99,508.00

5. RETAINAGE:

a. 10.00 % of Completed Work	\$	9,950.80
b. 0.00 % of Stored Material	\$	0.00

Total retainage (Line 5a + 5b) \$ 9,950.80

6. TOTAL EARNED LESS RETAINAGE	\$	89,557.20
(Line 4 less Line 5 Total)		

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$	65,869.92
---------------------------------	----	-----------

8. CURRENT PAYMENT DUE	\$	23,687.28
------------------------	----	-----------

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)	\$	13,138.80
----------------------	----	-----------

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	10,698.00	-15,000.00
TOTALS	10,698.00	-15,000.00
NET CHANGES by Change Order		-4,302.00

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: CTB, Inc.
P. O. Box 463 6101 Catletts Creek Rd
Catlettsburg, KY 41129-0463

By: Christina L. Meade
Christina L. Meade / Secretary

Date:

4-15-2025

State of: KY

County of: Boyd

Subscribed and Sworn to before me this 15th Day of April 20 25

Notary Public:

My Commission Expires: 6-6-28

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 23,687.28

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Barry Adams

Date:

4/15/2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

Page 2 of 2

TO (OWNER): City of Ashland 1700 Greenup Ave Ashland, KY 41101		PROJECT: 17th Street Entrance Upgrade City Hall 1700n Greenup Avenue Ashland, KY 41101		APPLICATION NO: 3 PERIOD TO: 4/14/2025		DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR			
FROM (CONTRACTOR): CTB, Inc. P. O. Box 463 6101 Catletts Creek Rd Catlettsburg,, KY 41129-0463		VIA (ARCHITECT):		ARCHITECT'S PROJECT NO: 05240					
CONTRACT FOR: City Hall -17th ST Entrance Upgrades				CONTRACT DATE: 5/10/2024					
ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Supervision	10,324.00	7,226.80	3,097.20	0.00	10,324.00	100.00	0.00	1,032.40
2	Mobilization	679.00	679.00	0.00	0.00	679.00	100.00	0.00	67.90
3	Misc General Requirements	2,469.00	1,234.50	1,234.50	0.00	2,469.00	100.00	0.00	246.90
4	Daily Clean up / Final Clean	4,399.00	2,199.50	2,199.50	0.00	4,399.00	100.00	0.00	439.90
5	Remove / Re-install Al Door and Frame	8,111.00	4,055.50	4,055.50	0.00	8,111.00	100.00	0.00	811.10
6	Temporary Stud Wall	4,598.00	2,299.00	2,299.00	0.00	4,598.00	100.00	0.00	459.80
7	Remove existing stone slabs	5,788.00	5,788.00	0.00	0.00	5,788.00	100.00	0.00	578.80
8	Remove / Re-install existing stone pavers	3,357.00	1,678.50	1,678.50	0.00	3,357.00	100.00	0.00	335.70
9	Excavation / Concrete Foundation	8,106.00	8,106.00	0.00	0.00	8,106.00	100.00	0.00	810.60
10	Install New Granite Stone - Labor	5,788.00	0.00	5,788.00	0.00	5,788.00	100.00	0.00	578.80
11	New Granite Stones - Material	29,904.00	29,904.00	0.00	0.00	29,904.00	100.00	0.00	2,990.40
12	Joint Treatment	1,116.00	0.00	1,116.00	0.00	1,116.00	100.00	0.00	111.60
13	Handrails	5,846.00	0.00	4,851.00	0.00	4,851.00	82.98	995.00	485.10
14	P&P Bonds	1,513.00	1,513.00	0.00	0.00	1,513.00	100.00	0.00	151.30
15	Owner Allowance	15,000.00	8,505.00	6,495.00	0.00	15,000.00	100.00	0.00	1,500.00
16	C/O #1 No Cost Time Extension	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	C/O #2A Delete Owner Allowance	-15,000.00	0.00	-15,000.00	0.00	-15,000.00	100.00	0.00	-1,500.00
18	C/O #2B Add New AL Storefront Frame and Door	10,698.00	0.00	8,505.00	0.00	8,505.00	79.50	2,193.00	850.50
REPORT TOTALS		\$102,696.00	\$73,188.80	\$26,319.20	\$0.00	\$99,508.00	96.90	\$3,188.00	\$9,950.80



CONSTRUCTION MANAGEMENT

P. O. Box 463 * Catlettsburg, KY 41129
(606) 739-5198 * (606) 232-5198 Fax (606) 739-4537

Letter of Transmittal

DATE: April 15, 2025

City of Ashland
1700 Greenup Avenue
Ashland, KY 41101

Project: City Hall 17th Street Entrance Upgrade

Attn: Barry Adkins

CTB Project # 1516

Transmitted by: ☒ E-Mail ☐ U.S. Mail ☐ Messenger ☐ Fax

<u>Copies</u>	<u>Description</u>
1 Copy	REVISED Application for payment #3

Purpose of Transmittal:

☒ Approval ☐ Construction ☐ Files

☐ Requested ☐ Fabrication

Remarks: Any questions please let me now. clmeade@yahoo.com 606-739-5198 office or 606-922-3173 cell

X Christine L. Meade
CTB, Inc

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 4/16/25	Date Requested: 4/24/25
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Consent Agenda	Ashland Senior Center Storefront Rehabilitation Payment 1

RECOMMENDATION:

The Department of Community and Economic Development requests approval to pay application no. 1 in the amount of \$33,814.80 to CTB, Inc. for the Ashland Senior Center Storefront Rehabilitation Project. Funds are provided by the Community Development Block Grant through the U.S. Department of Housing and Urban Development.

DISCUSSION:

This project will rehabilitate the Ashland Senior Center's storefront by replacing the windows and doors and repairing/replacing any areas damaged by water, moisture, and mold. Additionally, the showcase platforms and vestibule will be removed, and the door will become ADA-compliant, which will require new flooring/carpeting and sloping adjustments.

FISCAL IMPACT:

Reviewed by
Finance Director: _____

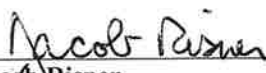
Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Recommended by:

Approved by:



Jacob Risner
Grant Administrator

Chris Pullem
CED Director

Tony Grubb
City Manager



P. O. Box 463 * Catlettsburg, KY 41129
(606) 739-5198 * (606) 232-5198 Fax (606) 739-4537

Letter of Transmittal

DATE: April 15, 2025

Chapman Technical Group
200 Sixth Avenue
St. Albans, WV 25177
304-727-5501

Project: Ashland Senior Center Rehab
325 15th Street
Ashland, KY 41101

Attn: Phil Warnock

CTB Project # 1517

Transmitted by: ☒ E-Mail ☐ U.S. Mail ☐ Messenger ☐ Fax

<u>Copies</u>	<u>Description</u>
1 Copy	Application for Payment #1

Purpose of Transmittal:

☒ Approval ☐ Construction ☐ Files

☐ Requested ☐ Fabrication

Remarks: Any questions please let me now. clmeade@yahoo.com 606-739-5198 office or
606-922-3173 cell

X Christine L Meade
CTB, Inc

AIA Type Document
Application and Certification for Payment

Page 1 of 2

TO (OWNER): Ashland Senior Center
324 15th Street
Ashland, KY 41101

PROJECT: ASC Storefront Rehab
324 15th Street
Ashland, KY 41101

APPLICATION NO: 1
PERIOD TO: 4/15/2025

DISTRIBUTION
TO:
OWNER
ARCHITECT
CONTRACTOR

FROM (CONTRACTOR): CTB, Inc.

P. O. Box 463
6101 Catletts Creek Rd
Catlettsburg, KY 41129-0463

VIA (ARCHITECT): Phillip A. Warnock
200 Sixth Avenue
St. Albans, WV 25177

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: ASC Storefront Rehabilitation

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM \$ 149,673.00 149,671.00
2. Net Change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 149,673.00 149,671.00
4. TOTAL COMPLETED AND STORED TO DATE \$ 37,572.00 ✓

5. RETAINAGE:

a. 10.00 % of Completed Work \$ 3,757.20 ✓
b. 0.00 % of Stored Material \$ 0.00 ✓
Total retainage (Line 5a + 5b) \$ 3,757.20 ✓

6. TOTAL EARNED LESS RETAINAGE \$ 33,814.80 ✓
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 0.00 ✓
8. CURRENT PAYMENT DUE \$ 33,814.80 ✓

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 115,858.20 115,858.20 ✓

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: CTB, Inc.
P. O. Box 463 6101 Catletts Creek Rd
Catlettsburg, KY 41129-0463

By: Christina L. Meade Date: 4-15-2025

Christina L. Meade / Secretary

State of: KY

County of: Boyd

Subscribed and Sworn to before me this 15th Day of April, 20 25

Notary Public: [Signature]

My Commission Expires: 6-6-28

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

4-16-25
AMOUNT CERTIFIED: \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

Page 2 of 2

TO (OWNER): Ashland Senior Center
324 15th Street
Ashland, KY 41101

PROJECT: ASC Storefront Rehab
324 15th Street
Ashland, KY 41101

APPLICATION NO: 1
PERIOD TO: 4/15/2025

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): CTB, Inc.
P. O. Box 463
6101 Catletts Creek Rd
Catlettsburg, KY 41129-0463

VIA (ARCHITECT): Phillip A. Warnock
200 Sixth Avenue
St. Albans, WV 25177

**ARCHITECT'S
PROJECT NO:**

CONTRACT FOR: ASC Storefront Rehabilitation

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Supervision	5,738.00	0.00	2,869.00	0.00	2,869.00	50.00	2,869.00	286.90
2	Misc General Requirements	4,794.00	4,794.00	3,595.50	0.00	3,595.50	75.00	1,198.50	1,198.50
3	Daily Cleanup / Final Clean	3,167.00	0.00	1,583.50	0.00	1,583.50	50.00	1,583.50	158.35
4	Plastic Barrier / Floor Protection	1,262.00	0.00	1,262.00	0.00	1,262.00	100.00	0.00	126.20
5	Demo Vestibule, platforms	5,537.00	0.00	5,537.00	0.00	5,537.00	100.00	0.00	553.70
6	Asbestos Abatement	5,738.00	0.00	5,738.00	0.00	5,738.00	100.00	0.00	573.80
7	Modify Ceiling at Bulkhead	1,921.00	0.00	1,921.00	0.00	1,921.00	100.00	0.00	192.10
8	New Solid Surface Window Sill	2,841.00	0.00	0.00	0.00	0.00	0.00	2,841.00	0.00
9	Carpentry, plywood, wood base	2,942.00	0.00	2,942.00	0.00	2,942.00	100.00	0.00	294.20
10	Aluminum Storefront	94,704.00	0.00	0.00	0.00	0.00	0.00	94,704.00	0.00
11	Subfloor leveling / carpet tile	5,546.00	0.00	2,773.00	0.00	2,773.00	50.00	2,773.00	277.30
12	Sheetrock / Finish Drywall	3,881.00	0.00	3,881.00	0.00	3,881.00	100.00	0.00	388.10
13	Painting	3,720.00	0.00	0.00	0.00	0.00	0.00	3,720.00	0.00
14	Steel Stud Framing	2,171.00	0.00	2,171.00	0.00	2,171.00	100.00	0.00	217.10
15	Remove / Re-install Canopy and Sign	2,410.00	0.00	0.00	0.00	0.00	0.00	2,410.00	0.00
16	Electrical	3,299.00	0.00	3,299.00	0.00	3,299.00	100.00	0.00	329.90
REPORT TOTALS		\$149,671.00	\$0.00	\$37,572.00	\$0.00	\$37,572.00	25.10	\$112,099.00	\$3,757.20
		149,673.00						112,101.00	

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 04/16/2025	Date Requested: 04/24/2025
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Other Consent Agenda	Request to make Payment #5 to Natare Corporation for the Pool Lining Project at Dawson Pool

RECOMMENDATION:

The Department of Parks & Recreation requests the Commission's approval of Payment #5 to Natare Corporation in the amount of \$49,345.00 for the purchase and installation of a pool liner at Dawson Pool.

DISCUSSION:

The Pool lining requires replacement due to age.

FISCAL IMPACT:

Funds are budgeted in the FY2025.

Original Contract	\$147,596.00
Change Order #1	\$110,718.00
New Contract Amount	\$258,314.00

Invoice 28991, dated 04/16/2025	\$49,345.00
Total Payment #5	\$49,345.00

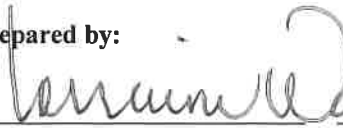
Payment #1 (Invoice 27565, 09/26/2023)	\$14,760.00
Payment #2 (Invoice 27942, 02/27/2024)	\$65,049.60
Payment #3 (Invoice 28444, 08/28/2024)	\$45,952.98
Payment #4 (Invoice 28515, 09/25/2024 Invoice 28583, 10/29/2024)	\$41,017.02
Payment #5 (Invoice 28991, 04/16/2025)	\$49,345.00
Total Payments	\$216,124.60

Remainer of Contract	\$42,189.40
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Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by: _____

Lorraine Woolery
Administrative Assistant

Recommended by: _____

Sean Murray
Director

Approved by: _____
Tony D. Grubb
City Manager

**Natare Corporation**

5905 West 74th Street
 Indianapolis, IN 46278-1786
 (317) 290-8828 | (317) 290-9998 (fax)
 www.natare.com
 An Employee-Owned Company

Invoice

Invoice: 28991
Sales Order No: 6925

April 16, 2025
 Page:1 of 1

Sold To: City of Ashland 1700 Greenup Ave. Ashland KY 41101 Customer ID: 2506 Email: jburns@ashlandky.gov	Ship To: Dawson Pool 6th Street & Central Ave Ashland KY 41101
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PO Number:	Terms: See Below	
Sales Rep: Garrett Yoder	ActDate 8/29/2023	Ship Date:
	Ship Via:	

Project Name: Dawson Pool	Contract - Bid
Payment Terms: 10% due with order, Progress Billings.	

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	0.00 EA	99992		\$0.00	\$28,293.00
		Billing the Original Contract Amount for Dawson Pool, Ashland, KY for installation of the skirt. Invoice is due on receipt.			
	0.00 EA	Backorder Qty:	1.00 EA		
2	0.00 EA	CO#1.Dawson		\$0.00	\$21,052.00
		Billing the balance of Change Order #1 for the installation of the gutter. Invoice is due on receipt.			
		- Furnish & Install Natare V-Series 800 Perimeter Recirculation System, per the attached scope of work in document #45384. Approved By: Ashland Mayor on 4/12/2024. Add \$110,718.0			
		Revised on 4/16/2024 - Deduct of \$2,696.00 for the elimination of surge weirs on CO#1. New Total for CO#1 = \$108,022.00			
	0.00 EA	Backorder Qty:	1.00 EA		

Line Total:	49,345.00
Advanced Bill Credit:	0.00
Total Discount:	0.00
Total Estimated Tax:	0.00
Freight Sub Total:	0.00
Less Deposits:	0.00

Invoice Total	USD	\$49,345.00
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Thank you! We appreciate your business and the opportunity to be of service. Should you have any questions regarding the equipment, systems or services we have provided, please do not hesitate to contact us at any time.

Please note: Claims for shortage, deficiencies or damage must be made immediately upon completion or delivery. Credits, deductions or returns are not allowed without written consent of Natare Corporation. Authorized returns of goods, materials or products will be subject to a 20% restocking fee. This billing is for convenience only and does not convey title until this invoice is paid in full. An interest charge of 1 1/2% per month (18% per annum) will be applied to charges unpaid after due date. As stated in the original Proposal(s) or Sales Order Acknowledgements, acceptance of the goods and services described herein constitutes acceptance of the terms and conditions as stated on the face and reverse of this document. These terms constitute the entire agreement between the Purchaser and Natare, and this invoice is tendered in accordance with said terms including, but not limited to, specific agreements regarding the payment of attorney's fees in collecting past due accounts, warranty obligations and claims.

ARForm:001:00

Customer Invoice

It is understood and agreed that the term "Purchaser" and the party identified on the face of invoice as the "Sold to:" are considered one and the same and as used herein refers to any party ordering, receiving or accepting goods, services, items, equipment and/or supplies (hereinafter called the "Item or Items") from Natare Corporation (hereinafter called "Natare"), and said ordering, receiving or accepting shall constitute acceptance of all terms and conditions contained in this agreement (the "Invoice") and as disclosed on any preceding proposal or quotation (the "Order"). Any additional or inconsistent terms or conditions proposed by Purchaser are hereby rejected except to the extent agreed to in writing by Natare.

Every effort has been made by Natare to be accurate and complete in this Order and Invoice; however, verification of the accuracy and completeness of quantities, dimensions, and work to be performed hereunder, and compliance with any applicable plans and specifications shall be the responsibility of the Purchaser. No additions, changes, or deletions will be made to the Items, except upon written confirmation of such changes by Natare to Purchaser. In the event a conflict exists between the Items, dimensions or quantities listed or any Itemized bill of material in either the plans or specifications, or if any additional Items or quantities are required by the Purchaser, such Items shall be considered "optional extras", and shall be sold by Natare to Purchaser at then current Natare prices related thereto, and in all other respects shall be subject to these terms and conditions and the terms and conditions of any preceding proposal, quotation or acknowledgement.

Shipments by Natare to Purchaser or to the designated delivery point shall be "FOB Origin", unless otherwise specifically agreed to by Natare in writing. Natare's performance under any Order is subject to, and Natare shall not be responsible or liable in any manner for, any delay directly or indirectly resulting from or arising out of: (a) the Purchaser's submission of late or incorrect or incomplete plans, specifications, or other working data, (b) strikes, labor disturbances, riots, shortages of labor or materials at Natare's plant, (c) foreign or domestic embargoes or seizures, (d) acts of God, insurrections or war, (e) the adoption or enactment of any law, ordinance, regulation, ruling or order directly or indirectly interfering with or rendering more burdensome Natare's production or delivery hereunder, (f) lack of usual means of transportation or routes, (g) other accidents or contingencies beyond Natare's control, or (h) any other act or occurrence of any kind, nature or description in Natare's or its suppliers' plants or elsewhere affecting transportation or production of the materials or any ingredients used in or connection with respect to the delivery of materials sold hereunder.

Natare retains title to, and Purchaser hereby grants to Natare a security interest in the Items delivered this Invoice, and any proceeds therefrom, until the purchase price and other charges, if any, are paid in full. This agreement forms a security agreement under the Uniform Commercial Code ("U.C.C."), and Natare shall be entitled to exercise all rights provided thereunder in addition to those provided under the Order and these terms and conditions. Purchaser agrees to complete and execute UCC-1 financing statements and any other documents reasonably required by Natare and to be responsible for the filing of such documents with the appropriate state and local officials. Purchaser shall do all acts necessary to maintain the value of such security interest by adequately insuring the goods against loss or damage, and Natare shall be named as insured or co-insured. Purchaser may not assign its rights under the Order or Invoice, nor pledge its interest in the products to any third party without prior written approval from Natare, and shall, upon Natare's request, notify such third party of Natare's security interest. Natare may retake possession of the goods with or without legal process if the terms and conditions as provided herein or in the Order or otherwise agreed to by the Purchaser are not met by the Purchaser, and shall in addition be entitled to all other rights and remedies under the U.C.C.. Purchaser grants Natare power-of-attorney to execute and file UCC-1 Financing Statements on the Purchaser's behalf to secure the interest granted herein.

Natare shall not be in any manner liable or responsible to Purchaser or to any other person or entity for the suitability, performance, adequacy, completeness, accuracy, or legality of Purchaser's designs or of any plans and specifications applicable to the project, or any engineering related thereto. Any description of the materials contained herein or in the equipment schedule attached hereto is for the sole purpose of generally identifying them, is not a part of the basis for the bargain, and does not constitute a warranty or representation of any kind that the materials ultimately delivered shall in fact conform exactly to that description. No affirmation of fact or promise made by Natare, whether or not in the Order or this Invoice, shall constitute any warranty or representation of any kind that the materials will conform to any affirmation or promise of Natare, except as may be otherwise expressly stated herein or in the Order. No agent or representative of Natare has any authority to bind Natare to any affirmative representation or warranty concerning any materials sold hereunder without the prior written approval of a duly authorized officer of Natare. Natare makes no representation or warranty, express or implied, that the equipment sold hereunder is fit for any particular purpose, and Natare expressly disclaims any and all warranties of merchantability. Natare makes no other representation or warranty of any kind, express or implied, other than as expressly set forth herein. No backcharges or holdbacks by Purchaser will be honored by or be enforceable against Natare unless first approved in writing by an authorized representative of Natare before such backcharge or expense is incurred.

Items are not returnable except with written permission from Natare and the issuance by Natare of a Return Materials Authorization, which can be obtained by communicating with Natare within 10 days of receipt of the Items giving the date that the Item was shipped, invoice number and an explanation as to why a return of an Item is requested. Should Natare agree to accept the return of Items, such Items must be received within 15 days of the return authorization date. To reject an Item upon receipt as defective, Purchaser must notify Natare or in writing within 10 days from receipt of the Item. Natare shall have the option of inspecting the Item at Purchaser's premises or at Natare's sole option, at its own premises. Minor defects that do not impair service or functionality shall not be a cause of rejection by Purchaser. Claims will not be allowed for any Item damaged or abused by the Purchaser or damaged in transit. Purchaser shall also be liable to Natare for all of Natare's attorneys' fees, costs and expenses incurred in connection with claims for which Natare is not liable.

Natare's liability hereunder shall be expressly limited, at Natare's sole option, to correction, replacement, or prorated refund of the contract price of any of the materials or workmanship provided by Natare hereunder which is ultimately proved to be defective; provided that Purchaser shall give notice in writing to Natare and shall produce satisfactory evidence to Natare of any such defect promptly upon delivery and, in any event, within ten (10) days after the date of delivery, and if such notice and/or evidence is not so provided, Natare shall have no liability hereunder. Except as expressly set forth above, Natare shall have no liability to Purchaser or to any other person, firm or corporation for damages, direct or indirect, general, special or consequential, or for any expense, cost, damage or loss of any nature whatsoever, including any penalty or liquidated damages. Failure of Purchaser to provide to Natare written notice of defect within ten (10) days after delivery (or completion of installation, if applicable), shall constitute irrevocable acceptance of the materials and workmanship by Purchaser, and an admission and acknowledgment by Purchaser that the materials and workmanship so furnished fully comply with all terms, conditions and specifications of the Order and this Invoice. Natare's maximum liability hereunder shall in no event exceed the purchase price attributable to the materials or workmanship ultimately proved to be defective or unsuitable.

Natare further expressly disclaims any implied warranty of fitness for a particular purpose or implied warranty of merchantability. Natare also does not provide any warranty for claims arising from: normal wear and tear; undue wear and tear; damage or failure due to accident, misuse, abuse, neglect or other conditions exceeding normal use; improper or incorrect operation or maintenance; any use of the product other than the particular use for which the product was intended; structural or earth movements; or acts of God.

Purchaser shall hold Natare harmless of and from, and defend and indemnify Natare against, any claim brought against Natare for any alleged or actual infringement of any patent, copyright, trademark, proprietary interest, process or formula arising from Natare's use of designs, plans, engineering processes, or formulas supplied, determined or requested by Purchaser.

Invoices are due and payable in accordance with the terms stated on the face of the Invoice. On the 31st day following the date of the Invoice, should the Invoice remain unpaid, the Purchaser's account shall be considered "past due", and a finance charge of 1½ % per month of the unpaid balance will be added to the account of the Purchaser and will then accrue at the close of each subsequent month until the Purchaser's account is paid in full. All reasonable costs and expenses (including Natare's attorney's and collection fees) incurred by Natare in collecting past due accounts shall be paid by Purchaser. Purchaser agrees to pay a \$50.00 charge for each returned check.

In the event of a breach or failure of performance of any term or condition contained herein on the part of Purchaser, in addition to all other rights, recourse and remedies available to Natare at law or in equity, Purchaser shall also be liable to Natare for all of Natare's attorneys' fees, costs and expenses incurred in enforcing the terms and conditions of the Order or this Invoice. Purchaser shall also be liable to Natare for all unpaid Invoices submitted by Natare to Purchaser, and Purchaser shall pay interest at a rate of no less than 1½ % per month on any outstanding sums.

Unless previously or hereafter expressly agreed to in writing, Natare shall not be liable or responsible for the procurement, payment or cost of any federal, state or local taxes, fees, assessments, bonds, permits, or licenses which may be required for or which may result from Natare's performance hereunder. Natare undertakes no commitment to provide surety for Natare's performance hereunder unless previously or hereafter expressly agreed to in writing by Natare.

Except for purposes of qualifying as a claimant or intended beneficiary of any payment and performance bond on which Purchaser, or an entity in direct contract or privity with Purchaser, is a principal, Natare shall not be considered a subcontractor on any project for which the goods sold hereunder are intended to be used. Natare specifically disclaims compliance with any federal, state or local law, ordinance or regulation with respect to qualification to do business in any state other than Indiana, unless expressly agreed to in writing by Natare.

This Invoice and any preceding Order is intended by Natare and Purchaser to be the final, exclusive, and complete statement of the terms and conditions of the agreement between Natare and Purchaser. No prior agreements or representations of the parties, unless expressly set forth herein, shall have any force or effect, and all such prior agreements and representations are superceded and replaced by the terms and provisions of. No course of dealing between the parties, and, no usage of trade, or course of performance, shall be relevant or admissible to explain or supplement any term or provision expressed in the Order and this Invoice. No waiver, alteration, amendment, or modification of any of the terms or provisions hereof shall be binding upon Natare unless made in writing and agreed to by a duly authorized officer of Natare. Waiver by Natare of any default by Purchaser hereunder shall be in writing, and shall not be deemed a waiver by Natare of any default other than the default specifically waived. The Order, this Invoice and any written amendments or supplements hereto shall be binding upon and shall inure to the benefit of the Natare and Purchaser, and their respective heirs, assigns, personal representatives, and successors in interest.

This Quotation shall be governed by, and interpreted, enforced and construed in accordance with the laws of the State of Indiana. Purchaser hereby submits itself to both the subject matter and personal jurisdiction of the state or federal court of the State of Indiana, and waives any objection thereto. Purchaser agrees that any action hereunder shall be brought in either the state court of Marion County, Indiana or the United States District Court for the Southern District of Indiana, Indianapolis Division.

V-41855

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND APPROVING CHANGE ORDER NO. 1 BETWEEN THE CITY OF ASHLAND, KENTUCKY AND C. J. HUGHES CONSTRUCTION CO., INC. FOR THE CARR STREET/PACKARD AVENUE AND IROQUOIS AVENUE SANITARY SEWER LINE REPLACEMENT PROJECT DECREASING THE CONTRACT IN THE AMOUNT OF \$46,399.25 FOR THE DEPARTMENT OF ENGINEERING.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Change Order No. 1 in the contract authorized by Ordinance No. 193, 2024 between the City of Ashland, Kentucky and C. J. Hughes Construction Co., Inc. for the Carr Street/Packard Avenue and Iroquois Avenue Sanitary Sewer Line Replacement Project is hereby approved as follows:

Change Order No. 1

Original Contract Price	\$391,476.00
Change Order No. 1	<u>(46,399.25)</u>
Revised Contract Amount	\$345,076.75

A true copy of Change Order No. 1 is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances of the City of Ashland and any parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____

READOPTED BY THE BOARD OF COMMISSIONERS: _____

PUBLISHED: _____

REQUESTED/SPONSORED BY: BARRY ADKINS, DIRECTOR OF ENGINEERING

\\ORDINANCE\Change Order.CJHughes

CHANGE ORDER NO.: 1

Owner:	City of Ashland	Owner's Project No.:	05280
Engineer:	City of Ashland	Engineer's Project No.:	05280
Contractor:	CJ Hughes Construction Company	Contractor's Project No.:	25W030356
Project:	Carr Street/Packard Avenue & Iroquois Avenue Sanitary Sewer Line Replacement		
Contract Name:	Carr Street/Packard Avenue & Iroquois Avenue Sanitary Sewer Line Replacement		
Date Issued:	April 25, 2025	Effective Date of Change Order:	April 25, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

- A) Cured in place pipelining from designated MH-3 to MH-2 along with MH-2 to 160 L.F. to the intersection of Shawnee Ave, along with the installation of a doghouse manhole.

Contract Price Increase Amount: \$78,115.75

- B) Delete Bid Item 21 From Iroquois Avenue Base Bid Form – STIPULATED OWNER ALLOWANCE (Included in all Bids).

Contract Price Decrease Amount: \$20,000.00

- C) Modify Bid Item 6 From Iroquois Avenue Base Bid Form – Install 8" PVS SDR35 Sanitary, Unit Quantity to the amount of 184 L.F. The resulting change decreases the unit quantity by 320 L.F.

Contract Price Decrease Amount: 320 L.F. x \$235.00 Per Foot = \$75,200.00

- D) Modify Bid Item 11 From Iroquois Avenue Base Bid Form – 6" PVC SDR35 Lateral Reconnection with WYE Cleanout, Unit Quantity to the amount of 7 Each. The resulting change decreases the unit quantity by 7 Each.

Contract Price Decrease Amount: 7 Each x \$2,099.00 Per Each = \$14,693.00

- E) Delete Bid Item 13 From Iroquois Avenue Base Bid Form – Removal and Reinstallation of Retaining Wall.

Contract Price Decrease Amount: \$20,307.00

- F) Delete Bid Item 14 From Iroquois Avenue Base Bid Form – Tree Removal.

Contract Price Decrease Amount: \$4,938.00

- G) Modify Bid Item 16 From Iroquois Avenue Base Bid Form – Concrete Driveway Replacement, Unit Quantity to the amount of 110 SF. The resulting change decreases the unit quantity by 40 SF.

Contract Price Decrease Amount: 40 SF x \$51.00 Per Square Foot = \$2,040.00

- H) Modify Bid Item 18 From Iroquois Avenue Base Bid Form – Plain Concrete Curb Replacement, Unit Quantity to the amount of 20 L.F. The resulting change decreases the unit quantity by 11 L.F.

Contract Price Decrease Amount: 11 L.F. x \$83.00 Per Foot = \$913.00

- I) Modify Bid Item 19 From Iroquois Avenue Base Bid Form – Private Walks / Steps, Unit Price to the amount of \$2,000.00. The resulting change decreases the unit price \$1,612.00.

Contract Price Decrease Amount: \$1,612.00

- J) Modify Bid Item 6 From Carr Street/Packard Avenue Base Bid Form – Install 8" PVS SDR35 Sanitary, Unit Quantity to the amount of 282 L.F. The resulting change increases the unit quantity by 65 L.F.

Contract Price Increase Amount: 65 L.F. x \$109.00 Per Foot = \$7,085.00

- K) Modify Bid Item 12 From Carr Street/Packard Avenue Base Bid Form – 6" PVC SDR35 Lateral Reconnection with WYE Cleanout, Unit Quantity to the amount of 7 Each. The resulting change increases the unit quantity by 1 Each.

Contract Price Increase Amount: 1 Each x \$2,103.00 Per Each = \$2,103.00

- L) Modify Bid Item 18 From Carr Street/Packard Avenue Base Bid Form – Concrete Driveway Replacement, Unit Price to the to the amount of 575 SF. The resulting change increases the unit quantity by 500 SF.

Contract Price Increase Amount: 500 SF x \$52.00 Per SF = \$26,000.00

- M) Delete Bid Item 22 From Carr Street/Packard Avenue Base Bid Form – STIPULATED OWNER ALLOWANCE (Included in all Bids).

Contract Price Decrease Amount: \$20,000.00

Attachments:

- A) 04/10/2025 Change order request from CJ Hughes Construction Company presenting cost breakdown.
B) 04/22/2025 Change order request from CJ Hughes Construction Company presenting cost breakdown.

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 391,476.00		Substantial Completion:	June 24, 2025
		Ready for final payment:	July 24, 2025
No increase or decrease from previously approved Change Orders No. 0 to No. 1:		Increase from previously approved Change Orders No.0 to No. 1:	
\$ 0.00		Substantial Completion:	0 days
		Ready for final payment:	0 days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 391,476.00		Substantial Completion:	June 24, 2025
		Ready for final payment:	July 24, 2025
Increase /Decrease this Change Order:		Increase /Decrease this Change Order:	
\$ 46,399.25		Substantial Completion:	0 days
		Ready for final payment:	0 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 345,076.75		Substantial Completion:	June 24, 2025
		Ready for final payment:	July 24, 2025

Recommended by Engineer

By: Barry Adkins
 Title: Director of Engineering
 By: *Barry Adkins*
 Date: 4/22/2025

Authorized by Owner

By: Chuck D. Charles
 Title: Mayor
 By: _____
 Date: _____

Accepted by Contractor

Remington Jarrell
 Project Manager



CHANGE ORDER REQUEST

Contractor:	CJ Hughes Construction Co., Inc	Change Order No.:	25W030356-001
Project Name:	Carr Street / Packard Avenue and Iroquois Ave Sanitary Sewer Line Replacement	Work Order No.:	25W030356
Work Start Date:	4/7/2025	Change Request Date:	4/10/2025
Mode of Payment:	☒ Lump Sum Time & Material ☒ Unit Price ☐ Force Account ☐ Other	Total Cost:	\$78,115.75
Type of Change:	☒ Scope Change ☐ Completion Date ☒ Site Condition Change ☐ Contract Unit Price ☐ Other		
Attn: Barry Adkins			
Description of Work (Include Supporting Documentation if Pertinent):			
This project consist of placing new 8" Sanitary Sewer to replace the existing sanitary pipe on Carr Street, Packard Avenue and Iroquois Ave for the City of Ashland with tying in the in existing laterals and manhole connections.			
Company Approval (Signature):			
Name/Title:	Remington Jarrell	Date:	4/10/2025
Contractor Approval (Signature):			
Name/Title:		Date:	

Project Name:	Carr Street / Packard Avenue and Iroquois Ave Sanitary Sewer Line Replacement	Job Number:	25W030356
Client:	City of Ashland	Location:	Iroquois Ave Ashland KY
DESCRIPTION OF WORK/SCOPE CHANGE			
This change order will result in a deduct of the original contract cost for the Iroquois portion of the project. Due to the severity of the grade and the close proximity of the residents on Iroquios Ave where MH-2 and MH-3 are located. It was agreed upon by the City of Ashland that CJ Hughes could examine the existing sewer line by CCTV for the potential ability of reline the pipe with CIPP liner. Upon inspection by our subcontractor on the other project with the city of Ashland, the line appears to be in good and linable condition. This change order it to reflect the cost savings by relining this section as well as an additional estimated section of 160 LF from MH-2 to MH-1. This region was also CCTV to this point where Justin Royster deemed it necessary to retain the original scope and replace the existing sanitary due to the condition of the pipe and the easible accessible location. Therefore Insituform will line from MH-3 to MH-2 and from MH-2 to 160LF to the intersection of Shawnce Ave where CJ Hughes will then install a doghouse manhole and continue with the intial scope of work. Below is the breakdown for the additional time to excavate and install a doghouse manhole along with the cost for the relining subcontractor, see attached the revised bid schedule to show the deductions of items to be removed and revised. Please contact CJ Hughes with any question.			



CJ HUGHES
TRANSMISSION DIVISION
75 3RD AVE W HUNTINGTON, WV 25701 Office:(304)522-2868 Fax:(304)522-2729

A. Lump Sum - Scope of Work Item		
DESCRIPTION	LUMP SUM	Price
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
	\$ -	\$ -

A. Scope of Work Subtotal \$ -

B. MANPOWER - EXTRA WORK				Man Hours						
Title/Position	RATES			Total ST (Hours)	ST Cost	Total OT (Hours)	OT Cost	Days	Per Diem	Price Summary
	S/T	O/T	Per Diem							
Foreman	\$88.38	\$0.00	\$0.00	10	\$ 883.80		\$ -	1		\$ 883.80
Operator	\$66.68	\$0.00	\$0.00	10	\$ 666.84		\$ -	1	\$ -	\$ 666.84
Laborer	\$50.06	\$0.00	\$0.00	10	\$ 500.64		\$ -	1	\$ -	\$ 500.64
Truck Driver	\$53.47	\$0.00	\$125.00	10	\$ 534.72		\$ -	1	\$ 125.00	\$ 659.72
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B. Labor Subtotal \$ 2,711

C. EQUIPMENT - EXTRA WORK		Summary			Price
DESCRIPTION	HOURLY RATE	Quantity	Hours		
JD 85P	\$ 57.60	1	10		\$ 576.00
CAT 305	\$ 46.80	1	10		\$ 468.00
CAT 255	\$ 36.00	1	10		\$ 360.00
Tandem Dump Trucks	\$ 74.10	2	10		\$ 1,482.00
3/4 Ton Job Truck	\$ 27.60	1	10		\$ 276.00
Trench Boxes	\$ 48.00	2	10		\$ 960.00

C. Equipment Subtotal \$ 4,122.00

D. MATERIALS - UNIT PRICES		Summary			Price
DESCRIPTION	UNIT RATE	UNITS	QUANTITY	MU%	
Doghouse Manhole	\$ 1,264.00	EA	1	15%	\$ 1,453.60
Concrete	\$ 224.00	CY	7	15%	\$ 1,803.20
Concrete Block and mastic	\$ 1,000.00	LS	1	15%	\$ 1,150.00

D. Materials - Unit Prices Subtotal \$ 4,406.80

E. MATERIALS - T&M PRICING		Price			
DESCRIPTION	COST	QUANTITY	M/U %	MARK-UP	Extended Price
	\$ -		15%	\$ -	\$ -
	\$ -		15%	\$ -	\$ -

E. Materials - T&M Subtotal \$ -

F. SUBCONTRACTORS & THIRD PARTY RENTAL		Price			
Equipment	COST	QUANTITY	M/U %	MARK-UP	Price
Insituform	\$ 58,153.00	1	15%	\$ 0.15	\$ 66,875.95
	\$ -		15%	\$ -	\$ -
	\$ -		15%	\$ -	\$ -

F. Subcontractors & Third Party Subtotal	\$ 66,875.95
--	--------------



CJ HUGHES
TRANSMISSION DIVISION
75 3RD AVE W HUNTINGTON, WV 25701 Office: (304)522-2868 Fax: (304)522-2729

A. Scope of Work - Lump Sum Item Subtotal	\$ -
B. Labor Subtotal	\$ 2,711.00
C. Equipment Subtotal	\$ 4,122.00
D. Material Subtotal	\$ 4,406.80
E. Materials - T&M	\$ -
F. Subcontractors & Third Party Subtotal	\$ 66,875.95

Invoice Grand Total: \$ 78,115.75

CJ Hughes Representative: <u>Shawn Clark</u> Signature: <u>Shawn Clark</u> Date: <u>4/10/2025</u>	Client Representative: _____ Signature: _____ Date: _____
---	---

Carr Street / Packard Ave and Iroquois Ave Sanitary Sewer Line Replacement Project													
Submitted Bid Schedule at time of Bid										Change order 25W030356-001			
1	Mobilization / Demobilization and Project Requirements	1	LS	\$	3,234.00	\$	3,234.00	1	LS	\$	3,234.00	\$	3,234.00
2	Preconstruction Video	1	LS	\$	763.00	\$	763.00	1	LS	\$	763.00	\$	763.00
3	General Conditions, Bonds and insurance	1	LS	\$	19,395.00	\$	19,395.00	1	LS	\$	19,395.00	\$	19,395.00
4	Restoration and Reseeding	1	LS	\$	2,720.00	\$	2,720.00	1	LS	\$	2,720.00	\$	2,720.00
5	Erosion and Sediment Control	1	LS	\$	1,031.00	\$	1,031.00	1	LS	\$	1,031.00	\$	1,031.00
6	Install 8" PVC SDR35 Sanitary	504	LF	\$	235.00	\$	118,440.00	184	LF	\$	235.00	\$	43,240.00
	Connect New 8" PVC SDR35 Sanitary Sewer to Existing												
7	Manhole MH-1	1	EA	\$	1,189.00	\$	1,189.00	1	EA	\$	1,189.00	\$	1,189.00
	Connect New 8" PVC SDR35 Sanitary Sewer to Existing												
8	Manhole MH-2	2	EA	\$	851.00	\$	1,702.00	2	EA	\$	851.00	\$	1,702.00
	Connect New 8" PVC SDR35 Sanitary Sewer to Existing												
9	Manhole MH-3	1	EA	\$	1,702.00	\$	1,702.00	1	EA	\$	1,702.00	\$	1,702.00
10	Bypass Pumping	1	LS	\$	3,053.00	\$	3,053.00	1	LS	\$	3,053.00	\$	3,053.00
11	6" PVC SDR 35 Lateral Reconnection with Wye Cleanout	14	EA	\$	2,099.00	\$	29,386.00	7	EA	\$	2,099.00	\$	14,693.00
	Licensed Plumber to Facilitate Service Laterals												
12	Reconnection	1	LS	\$	7,475.00	\$	7,475.00	1	LS	\$	7,475.00	\$	7,475.00
13	Removal and Reinstallation of Retaining Wall	1	LS	\$	20,307.00	\$	20,307.00	1	LS	\$		\$	-
14	Tree Removal	1	LS	\$	4,938.00	\$	4,938.00	1	LS	\$	-	\$	-
15	Install Fire Hydrant Assembly and Valve	1	EA	\$	9,568.00	\$	9,568.00	1	EA	\$	9,568.00	\$	9,568.00
16	Concrete Driveway Replacement	150	SF	\$	51.00	\$	7,650.00	110	SF	\$	51.00	\$	5,610.00
17	Concrete Sidewalk Replacement	32	SF	\$	55.00	\$	1,760.00	32	SF	\$	55.00	\$	1,760.00
18	Plain Concrete Curb Replacement	31	LF	\$	83.00	\$	2,573.00	20	LF	\$	83.00	\$	1,660.00
19	Private Walk / Steps	1	LS	\$	3,612.00	\$	3,612.00	1	LS	\$	2,000.00	\$	2,000.00
20	Pavement Replacement in the Roadway	149	SY	\$	56.00	\$	8,344.00	149	SY	\$	56.00	\$	8,344.00
21	Stipulated Allowance	1	ALLOW	\$	20,000.00	\$	20,000.00	1	ALLOW	\$	20,000.00	\$	20,000.00
	CO							1	LS	\$	78,115.75	\$	78,115.75
											Total	\$	227,254.75
											DEDUCT	\$	41,587.25



CHANGE ORDER REQUEST

Contractor:	CJ Hughes Construction Co., Inc		Change Order No.:	25W030356-002
Project Name:	Carr Street / Packard Avenue & Iroquois Avenue Sanitary Sewer Line Replacement		Work Order No.:	25W030356-002
Work Start Date:	4/14/2025		Change Request Date:	4/22/2025
Mode of Payment:	☐ Lump Sum Time & Material ☒ Unit Price ☐ Force Account ☐ Other		Total Cost:	\$35,188.00
Type of Change:	☒ Scope Change ☐ Completion Date ☐ Site Condition Change ☐ Contract Unit Price ☐ Other			
Attn: Barry Adkins Mark Hall				
Description of Work (Include Supporting Documentation if Pertinent):				
This project consist of placing new 8" Sanitary Sewer to replace the existing sanitary pipe on Carr Street, Packard Avenue and Iroquois Avenue for the City of Ashland with tying in the existing laterals and manhole connections				
Company Approval (Signature):				
Name/Title:	Remington Jarrell		Date:	4/22/2025
Contractor Approval (Signature):				
Name/Title:			Date:	
Project Name:	Carr Street / Packard Avenue & Iroquois Avenue Sanitary Sewer Line Replacement	Job Number:	25W030356-002	
Client:	City of Ashland	Location:	Packard Avenue Ashland KY	
DESCRIPTION OF WORK/SCOPE CHANGE				
The installation of 65 additional feet of new 8" Sanitary Sewer line at least one possibly two sanitary laterals and addition sf of Concrete restoration.				



CJ HUGHES
TRANSMISSION DIVISION
75 3RD AVE W HUNTINGTON, WV 25701 Office:(304)522-2868 Fax:(304)522-2729

A. Lump Sum - Scope of Work Item				Price
DESCRIPTION	QTY	UOM	Unit Cost	
Install 8" PVC SDR 35 Sanitary	65	LF	\$ 109.00	\$ 7,085.00
6" PVC SDR35 Lateral Reconnection with Wye Cleanouts	1	EA	\$ 2,103.00	\$ 2,103.00
Concrete Driveway Replacement	500	SF	\$ 52.00	\$ 26,000.00
				\$ -
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				\$ -
				\$ -

A. Scope of Work Subtotal \$ 35,188.00

B. MANPOWER - EXTRA WORK				Man Hours						
Title/Position	RATES			Total ST (Hours)	ST Cost	Total OT (Hours)	OT Cost	Days	Per Diem	Price Summary
	S/T	O/T	Per Diem							
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B. Labor Subtotal \$ -

C. EQUIPMENT - EXTRA WORK		Summary			Price
DESCRIPTION	HOURLY RATE	Quantity	Hours		
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C. Equipment Subtotal \$ -

D. MATERIALS - UNIT PRICES		Summary			Price
DESCRIPTION	UNIT RATE	UNITS	QUANTITY	M/U %	
	\$ -			15%	\$ -
	\$ -			15%	\$ -

D. Materials - Unit Prices Subtotal \$ -

E. MATERIALS - T&M PRICING		Price			
DESCRIPTION	COST	QUANTITY	M/U %	MARK-UP	Extended Price
	\$ -		10%	\$ -	\$ -
	\$ -		10%	\$ -	\$ -

E. Materials - T&M Subtotal \$ -

F. SUBCONTRACTORS & THIRD PARTY RENTAL		Price			
Equipment	COST	QUANTITY	M/U %	MARK-UP	Price
	\$ -		10%	\$ -	\$ -
	\$ -		10%	\$ -	\$ -
	\$ -		10%	\$ -	\$ -

F. Subcontractors & Third Party Subtotal	\$ -
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CJ HUGHES
TRANSMISSION DIVISION
75 3RD AVE W HUNTINGTON, WV 25701 Office:(304)522-2868 Fax:(304)522-2729

A. Scope of Work - Lump Sum Item Subtotal	\$ 35,188.00
B. Labor Subtotal	\$ -
C. Equipment Subtotal	\$ -
D. Material Subtotal	\$ -
E. Materials - T&M	\$ -
F. Subcontractors & Third Party Subtotal	\$ -

Invoice Grand Total: \$ 35,188.00

CJ Hughes Representative: Austin Clark	Client Representative:
Signature: <i>Austin Clark</i>	Signature:
Date: 4/22/2025	Date:

AGENDA ITEM: _____
DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 04/10/2025	Date Requested: 04/24/2025
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other	BRENNTAG Powdered Activated Carbon, Hydrofluosilicic Acid, and Sodium Hypochlorite

RECOMMENDATION:

Mark Hall, Director of Utility Operations requests an Ordinance from the City of Ashland, Kentucky, authorizing Chuck D. Charles, Mayor, to enter into an agreement with Brenntag Mid-South, Inc., 1405 Highway 136 West, Henderson, KY 42419, for the purchase of Powdered Activated Carbon, Hydrofluosilicic, Acid and Sodium Hypochlorite for one year, Divisions of Water Production and Wastewater Treatment, Department of Utility Operations

DISCUSSION:

Results from the bid on March 20th, 2025 –
Powdered Activated Carbon - \$ 1.1900 per lb.
Hydrofluosilicic - \$ 3.3900 per gal.
Sodium Hypochlorite - \$1.8625 per gal.

FISCAL IMPACT:

Last year's price was –
Powdered Activated Carbon - \$1.2500 per lb. A decrease of - 4.800%
Hydrofluosilicic - \$3.50 per gal. A decrease of – 3.143%
Sodium Hypochlorite - \$2.0400 per gal. A decrease of – 8.701%
All Low bids were accepted.

**Reviewed by
Finance Director:** _____

**Reviewed by
Legal:** _____

ALTERNATIVES:

Prepared by:

Recommended by:

Approved by:

Teena Rucker

Teena Rucker

Mark Hall

City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH BRENNTAG MID-SOUTH, INC. FOR THE PURCHASE OF POWDERED ACTIVATED CARBON AT A PRICE OF \$1.19 PER POUND, HYDROFLUOSILICIC ACID AT A PRICE OF \$3.39 PER GALLON AND SODIUM HYPOCHLORITE AT A PRICE OF \$1.8625 PER GALLON FOR THE DEPARTMENT OF UTILITIES, DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor, be and he is hereby authorized and directed to execute a contract between the City of Ashland, Kentucky and Brenntag Mid-South, Inc., 1405 Highway 136, West Henderson, KY, for the purchase of powdered activated carbon, hydrofluosilicic acid and sodium hypochlorite in accordance with the bid of the company in an amount not to exceed those set forth in the attached contract. A copy of said contract is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: MARK HALL, DIRECTOR OF UTILITIES
\\ORDINANCE\Chemical.Brenntag Mid-South

**PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER
PRODUCTION AND WASTEWATER TREATMENT, DEPARTMENT OF
UTILITY OPERATIONS.**

THIS CONTRACT made and entered into this _____ day of _____, 2025, by and between the **CITY OF ASHLAND, KENTUCKY**, a Municipal Corporation, hereinafter known as the **CITY**, acting by and through its Mayor, Chuck D. Charles, duly authorized thereunto, and **BRENNTAG MID-SOUTH, INC., 1405 HIGHWAY 136 WEST, HENDERSON, KY 42419**, party of the second part, hereinafter known as the **COMPANY**.

WITNESSETH: That for and in consideration of the unit prices as listed on the bid form attached hereto to be paid by the **CITY** to the **COMPANY** as hereinafter contained and set forth, and in further consideration of the mutual covenants and agreements hereinafter contained and set forth, the **COMPANY** has agreed and does by these presents, hereby covenant, agree and bind itself to furnish and perform to and for the **CITY** all necessary supervision, labor, material, tools, equipment, (except as specified), services and all facilities required for the completion of this Contract for the City of Ashland, Department of Engineering and Utilities, all in accordance with the Bid of the **COMPANY** dated **March 20, 2025**. Said specifications and Bid Form are attached hereto and made part of this Contract to all intents and purposes as though set out at length in words and figures herein.

COMPANY shall indemnify and hold the **CITY** harmless from any claim or cause of action arising out of **COMPANY'S** performance for the duration of this contract, and further, **COMPANY** assumes all costs of defending the **CITY** against any claims asserted, including attorney's fees.

PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, FOR THE DEPARTMENT OF UTILITY OPERATIONS.

COMPANY agrees to obtain and maintain in force at all times sufficient liability insurance to cover claims against the **CITY** and naming the **CITY** as an additional insured party. Further, **COMPANY** shall provide the **CITY** with evidence of insurance.

IN TESTIMONY OF ALL WHICH, the said **CITY** has caused its Corporate Name to be affixed by Chuck D. Charles, attested by Susan Maddix, City Clerk and its Corporate Seal to be hereunto affixed, and the **COMPANY** has caused its Corporate name to be hereunto subscribed in duplicate original copies, each party taking a copy, this the day and date first written. This contract will become effective May 1, 2025, and shall terminate on April 30, 2026.

CITY OF ASHLAND, KENTUCKY

BY _____
CHUCK D. CHARLES, MAYOR

ATTEST:

SUSAN MADDIX, CITY CLERK

BRENNTAG MID-SOUTH, INC.

BY _____

TITLE _____

DATE _____

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE.

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
LIQUID CAUSTIC SODA	60,000 GAL. 25%	\$ 1.1590 / gal.	\$ 69,540.00	1.1590gal	3200 gal
ACTIVATED CARBON	(Price by Super Sack) 850lb supersack	1,011.50 ea \$ 1.1900 / lb.	\$ 4,046.00	—	4 supersacks
HYDROFLUOSILICIC ACID	24,000 GAL. - 1,000-1,100 Gal. Bulk	\$ 3.3900 / gal.	\$ 81,360.00	3.3900gal	1100gal
LIQUID POLYMER SEWER PLANT	3000 GALLONS	\$ No Bid / gal.	\$ —	—	—
POTASSIUM PERMANGANATE	26,000 LBS	\$ 2.6875 / lb.	\$ 69,875.00	—	—
ALUMINUM SULFATE (Liquid)	55,000 Gallons Bulk by Truck	\$ No Bid / gal.	\$ —	—	—

Name of Bidder: Brenntag Mid-South, Inc.

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

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² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
POLY-ALUMINUM CHLORIDE (PAC)	110,000 GALLONS	\$ No Bid / gal.	\$ —	—	—
SAND	10 TON	\$ No Bid / lb.	\$ —	—	—
POLYMER, CATIONIC WATER PLANT	20 TON	\$ No Bid / lb.	\$ —	—	—
SODIUM HYPOCHLORITE	64,000 GALLONS	\$ 1.8625 / gal.	\$ 119,200.00	1.8625gal	4500 gal
LIQUID POLYMER WATER PLANT	3000 GALLONS	\$ No Bid / gal.	\$ —	—	—

TOTAL BID AMOUNT \$ 344,021.00

NAME OF BIDDER: Brenntag Mid-South, Inc. PHONE NO. 828-729-7557

SIGNATURE:  TITLE: Municipal Contract Specialist

PRINT NAME: Sara Terry DATE: 3/11/25

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE.

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

*Also with the Peracetic Acid (PAA) you will need to Supply Equipment, Mobilization & Related Services.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
PERACETIC ACID (PAA)	180,000 LBS or APPROX 20000 GALLONS	\$ No Bid / lb.	\$ —	—	—
*PAA Equipment Cost		\$ No Bid	\$ —	—	—
*PAA Service Cost		\$ No Bid	\$ —	—	—
*PAA Total Annual Cost		\$ No Bid	\$ —	—	—

Name of Bidder: Brenntag Mid-South, Inc.

ADDENDUM NO. 1 TO THE BID DOCUMENTS FOR THE CHEMICALS

CITY OF ASHLAND, KENTUCKY

March 11, 2025

TO: ALL HOLDERS OF CONTRACT DOCUMENTS Your attention is directed to the following interpretations of, changes in, and additions to the Contract Specifications and Plans for the above-named project at the City of Ashland, Kentucky.

PERACETIC ACID (PAA) –

Along with the Peracetic Acid (PAA) You will also need to supply Equipment, Mobilization & Related Services.

Please see attached New Bid Form & Specifications. The updated Bid Form and Specifications must be included in the bid.

For more information on this you can reach out to **Jeff McFarlin** Superintendent of Wastewater Plant at Phone **606.385.3204** or email jmcfarlin@ashlandky.gov

-END OF ADDENDUM NO. 1-

**SPECIFICATIONS - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND DIVISION OF WASTEWATER TREATMENT.**

LIQUID CAUSTIC SODA 25% - WATER TREATMENT

A. REQUIREMENTS

1. Caustic soda shall be of such clarity as to permit the reading of flow measuring devices without difficulty.
2. Temperature not to exceed 180° F. delivered.
Regular grade
Sodium Hydroxide (NaOH) minimum 49.5%
Sodium Oxide (Na₂O) minimum 38.4%
Other Material shall meet Food Chemical Codex grade requirements.
3. Shipments shall be made by tank trucks of stainless steel or of suitable material that will not be attacked by the contents of the liquid and shall not contain substances that will impair the usefulness or the material in treating municipal water supplies. All truck shipments require a tri-axle or small tanker truck to be able to access the bulk tank gate.
4. Shipments shall be made in tank trucks with a minimum capacity of 3,200 (three thousand two hundred) gallons. Weight certificates shall be supplied by both supplier and truck company. Shipments shall comply with Interstate Commerce Commission Regulations for markings. Shipments shall be delivered at the hours stated by the Director of Engineering and Utilities.
5. Liquid Caustic Soda to be furnished shall meet American Water Works Association Specification No. B 501-88. The manufacturer's affidavit of compliance shall be submitted with the bid.
6. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed

POWDERED ACTIVATED CARBON - WATER TREATMENT

A. REQUIREMENTS

1. The PAC is preferred to be a wood or coconut shell-based material that is chemically activated using phosphoric acid and/or by steam.
2. The PAC is to be a fine powder having:
3. A minimum 99% shall pass through a U.S. Standard Sieve #100.
4. A minimum 95% shall pass through a U.S. Standard Sieve #200.
5. A minimum 90% shall pass through a U.S. Standard Sieve #325.
6. PAC must meet ANSI/AWWA-B600-90 or newer standards.
7. PAC must meet NSF/ANSI Standard 61 Drinking Water System Components –Health Effects. The bidder shall supply a certification letter with the bid.
8. Iodine #800 mg/g minimum. The number shall be determined in accordance with ASTM Method D4607.

9. Bulk density of the PAC shall not be less than 0.2 g/cc (12.5 lb. /cu. ft.) nor greater than 0.5 g/cc (31.2 lb. /cu. ft.).
10. Moisture 8% maximum.
11. PAC shall have an ash content of less than 10%. Include on bid the typical ash content of the product submitted. The ash content will be used to evaluate the pricing of the different products bid.
12. Affidavits of compliance shall be furnished with the bid submitted.
13. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

THE FOLLOWING ITEMS MUST BE INCLUDED WITH BID SUBMITTED

1. BASE MATERIAL AND THE ACTIVATION PROCESS
AND THE SPECIFIC ASH CONTENT OF THE PRODUCT SUBMITTED
2. IODINE NUMBER
3. BULK DENSITY RANGE
4. PARTICLE SIZE THROUGH SIEVES
5. CERTIFICATION LETTER WITH THE BID
6. AFFIDAVITS OF COMPLIANCE SHALL BE FURNISHED WITH THE BID SUBMITTED.
7. GIVE LEAD TIME IN DAYS FOR ORDERS TO BE DELIVRED TO OUR FACILITY.

HYDROFLUOSILICIC ACID - WATER TREATMENT

A. REQUIREMENTS

1. Hydrofluosilicic Acid shall meet the following maximum and minimum chemical percentages by weight:

Hydrofluosilicic acid	H ₂ SiF ₆	23.0 minimum
Arsenic	AS	0.025 max.
Antimony	Sb	0.005 max.
Lead	Pb	0.01 max.
Iodine	I	0.025 max.
Organic mineral		Nil

Commercial strength shall be 23-27 percent H₂SiF₆.
Odor shall be sufficient to identify type of material in use.

2. Hydrofluosilicic Acid shall be delivered bulk in 1,000-1,100 gallons (2" female coupling) with packaging and shipping conforming to current Interstate Commerce Commission Regulations. Delivery must be 1 -2 weeks maximum. Hydrofluosilicic Acid shall meet and conform to American Water Works Association Specification B703-89. A dependable source of supply shall be a contributing factor in the award of the bid. Manufacturer's affidavit of compliance shall be submitted with the bid.
PH of 1% solution shall be 1.2
Density of a 25% solution shall be 10.3 lb./gal/

LIQUID POLYMER FLOCCULENT - SEWAGE TREATMENT

A. REQUIREMENTS

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Wastewater Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

POTASSIUM PERMANGANATE FOR WATER AND SEWAGE TREATMENT

A. REQUIREMENTS

1. Potassium Permanganate shall be of a material meeting American Water Works Association Specification B 603-88.
2. Potassium Permanganate ($KMnO_4$) shall consist of dark purple or bronze-like rhombic crystals. The free-flowing grade desired may have some other color (commonly grayish hue) from the free-flowing additive.

Specific Gravity 2.7

Bulk Density 90-100 pounds per cubic foot

Solubility in distilled water at 0° Centigrade - 2.5%, at 25° Centigrade 7.8% and 50% at 100°

Grade Desired - Free Flowing

3. The manufacturer or vendor shall provide an affidavit of compliance that the material furnished complies with all applicable requirements of this standard.
4. The material supplied shall contain no impurities, organic or inorganic - that will produce ill effects on the health of consumers. Should the material supplied not meet the chemical or physical requirements of this standard, notice shall be given to the vendor within the thirty (30) days after receipt of the material. Vendor shall then remove the product from the premises and shall make full bid price restoration within thirty (30) days to the City of Ashland. Liquidated damages may also be assessed.

5. Physical Requirements of the material include the following. The free-flowing grade shall not form lumps in the package that cannot be easily broken up by rubbing between the fingers with minimal pressure and shall have no other characteristics that will prevent its use in dry -type feeders. No more than fifteen percent (15%) by weight shall pass through a 200-mesh screen and no more than twenty percent (20%) by weight shall be retained on a 40-mesh screen.
6. Chemical requirements of the $KmnO_4$ in the material furnished shall not be less than ninety-seven percent (97%) by weight.
7. Material shall be shipped in non-returnable 50-lb. - 60-lb. containers.
8. Each container shall be marked and identified as to product, grade, assay, net weight, name of manufacturer and brand name of material lot number of the manufacturer and all markings shall conform to Interstate Commerce Commission regulations in effect at the time of delivery. Delivery shall be on trucks with hydraulic tailgates.
9. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID ALUMINUM SULFATE -WATER TREATMENT

A. REQUIREMENTS

1. Liquid Aluminum Sulfate shall meet the following maximum and minimum chemical specifications:

Specific Gravity @ 60F: 1.33 min.

Baume scale density @ 60F: 36

Basicity: 2.0

% Aluminum Oxide (A12O3): 8.0 min.

Iron content (ppm): 13

% Insoluble: nil

Grade: The liquid aluminum sulfate shall be a "commercial grade" meeting the above description. It shall conform to the requirements of AWWA B403-03 regulation and these specifications.

2. Delivery: Shipments of liquid aluminum sulfate shall comply with applicable DOT regulations for marking. Any evidence of contamination or failure to meet product specification shall be cause for rejection of delivery. Delivery shall be a maximum of 4,500 gallons and delivered via 2" diameter pipe w/female coupling, (plant has male coupling).

POLY-ALUMINUM CHLORIDE (PAC) – WATER TREATMENT

A. REQUIREMENTS

1. Shipping (Delivery) - 4500 gallons by truck, capable of delivering (by pumping) via 2" diameter pipe, w/female coupler. Plant has male connector. Chemical shall be delivered no more than 7 (seven) calendar days after order has been placed. Written notification (emails are acceptable) of order is required from vendor once order is received.

2. Physical Properties:

a. PAC shall be in liquid form

b. Specific Gravity 1.2 minimum +/- 0.010

c. Solubility - 100%

d. % Grade - 40% minimum

e. Ph - 2 - 2.5 +/- 0.5

f. Viscosity - 5 - 250 Centistokes at 25 degrees Celsius

- g. Stability - will not self polymerize or decompose at normal temperatures
- h. 12.5 Aluminum Oxide
- i. 70% Basicity

SAND - WATER TREATMENT

A. Requirements

50 lb. bags of Micro Silica Sand – Grade 65
Shipment in pallets.

POLYMER – WATER TREATMENT

A. Requirements

1. Shipment – 50 lb. bags on pallets, cationic. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

SODIUM HYPOCHLORITE- WATER TREATMENT

A. Requirements

1. 12% Solution - Specific Gravity 1.22
Bulk Shipments, 4500 gallons, 2" female coupling. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID POLYMER FLOCCULENT for WATER TREATMENT Sludge Press

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Water Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

PERACETIC ACID-SEWAGE TREATMENT

1. Must be a 15% solution.
2. Must be shipped in 3,000 lb. totes.
3. Must provide equipment such as two 330-gallon Tote Containment Units PAK735 with dual tote manifold, or equivalent equipment prior to first delivery.
4. Estimated annual consumption is 20,000 gallons.
5. *Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

***Also, with the Peracetic Acid (PAA) You will need to supply the following:**

6. *Equipment - Qty 1, Handheld PAA analyzer. – Qty 1, Dual (2) Pump equipped skid for PAA feed into the effluent, injection point & repair parts. The skid shall include duty & redundant peristaltic pumps, wiring, piping, valves, fittings & appurtenances. Qty. 2 330 Tote Containment Units with multiple-tote system manifolds.
7. *Services – PAA System Installation, Start-up & maintenance. PAA System Operational Training, maintenance training and dosage optimization training.

INSURANCE REQUIREMENTS

Each prospective bidder shall carry liability Insurance and Workman's Compensation as regulated by the Federal government for the Chemical Industry. As proof of carriage of the insurance shall be included with the Bid. Insurance shall include a provision automatically reinstating the limits after each accident or claim for damages.

ALL CHEMICAL ITEMS LISTED

The successful manufacturer or distributor shall furnish Water and Sewage Treatment Plant Personnel Material Data and Safety Sheets on all materials furnished under this contract. Material Data and Safety Sheets shall be the latest data available on the product to be furnished.

BILLING REQUIREMENTS

All invoices must be billed in the same measurement that the chemical was originally bid. All original invoices must be mailed to the attention of Finance Department, along with a copy immediately emailed to the Department/Division making the purchase. Below are the phone numbers and emails:

Water Plant at phone # 606-385-3200, bstambaugh@ashlandky.gov
Wastewater Plant at phone # 606-385-3204, jmcfarlin@ashlandky.gov

NOTICE TO BIDDERS

Sealed bids will be received by the City of Ashland, Kentucky on the following item(s):

PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, DEPARTMENT OF UTILITY OPERATIONS.

Specifications and bid instructions may be seen and obtained in the Office of the Director of Engineering/Utilities, City Building, Ashland, Kentucky, during regular office hours or telephone (606) 385-3332.

Bids will be received by the City Clerk until **3:00 P.M., EST., March 20, 2025**. At **3:15 P.M., EST., March 20, 2025**, the bids will be opened and publicly read in the Commissioner's Chambers, Third Floor, City Building, 1700 Greenup Avenue, Ashland, Kentucky.

The City of Ashland through its City Manager, reserves the right to accept all or to reject all or any part of the bid should it be deemed to be in the best interest of the City of Ashland.

MARK HALL
DIRECTOR OF UTILITY OPERATIONS

PUBLISHED: Online at www.ashlandky.gov on March 5, 2025



Dear Prospective Bidder:

The City of Ashland appreciates your assistance in making a careful study of the specifications and contract documents for the purpose of offering suggestions as to contract periods, quantities, terms, detailed specifications, trade customs, etc., which you believe to be for the best interest of the City of Ashland.

In soliciting an interest on your part in reviewing our bidding forms, we believe closer cooperation will be developed between prospective bidders and the City of Ashland.

In the event you are unable to bid, we will appreciate your advising this office, in writing. Failure to do so will result in your name or firm being removed from our mailing list.

Sincerely,
City of Ashland
tlr

**SPECIFICATIONS - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND DIVISION OF WASTEWATER TREATMENT.**

LIQUID CAUSTIC SODA 25% - WATER TREATMENT

A. REQUIREMENTS

1. Caustic soda shall be of such clarity as to permit the reading of flow measuring devices without difficulty.
2. Temperature not to exceed 180° F. delivered.
Regular grade
Sodium Hydroxide (NaOH) minimum 49.5%
Sodium Oxide (Na₂O) minimum 38.4%
Other Material shall meet Food Chemical Codex grade requirements.
3. Shipments shall be made by tank trucks of stainless steel or of suitable material that will not be attacked by the contents of the liquid and shall not contain substances that will impair the usefulness or the material in treating municipal water supplies. **All truck shipments require a tri-axle or small tanker truck to be able to access the bulk tank gate.**
4. Shipments shall be made in tank trucks with a minimum capacity of 3,200 (three thousand two hundred) gallons. Weight certificates shall be supplied by both supplier and truck company. Shipments shall comply with Interstate Commerce Commission Regulations for markings. Shipments shall be delivered at the hours stated by the Director of Engineering and Utilities.
5. Liquid Caustic Soda to be furnished shall meet American Water Works Association Specification No. B 501-88. The manufacturer's affidavit of compliance shall be submitted with the bid.
6. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed

PERACETIC ACID-SEWAGE TREATMENT

1. Must be a 15% solution.
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3. Must provide equipment such as two 330-gallon Tote Containment Units PAK735 with dual tote manifold, or equivalent equipment prior to first delivery.
4. Estimated annual consumption is 20,000 gallons.
5. *Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

POWDERED ACTIVATED CARBON - WATER TREATMENT

A. REQUIREMENTS

1. The PAC is preferred to be a wood or coconut shell-based material that is chemically activated using phosphoric acid and/or by steam.
2. The PAC is to be a fine powder having:
3. A minimum 99% shall pass through a U.S. Standard Sieve #100.
4. A minimum 95% shall pass through a U.S. Standard Sieve #200.
5. A minimum 90% shall pass through a U.S. Standard Sieve #325.
6. PAC must meet ANSI/AWWA-B600-90 or newer standards.
7. PAC must meet NSF/ANSI Standard 61 Drinking Water System Components—Health Effects. The bidder shall supply a certification letter with the bid.
8. Iodine #800 mg/g minimum. The number shall be determined in accordance with ASTM Method D4607.
9. Bulk density of the PAC shall not be less than 0.2 g/cc (12.5 lb. /cu. ft.) nor greater than 0.5 g/cc (31.2 lb. /cu. ft.).
10. Moisture 8% maximum.
11. PAC shall have an ash content of less than 10%. Include on bid the typical ash content of the product submitted. The ash content will be used to evaluate the pricing of the different products bid.
12. Affidavits of compliance shall be furnished with the bid submitted.
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THE FOLLOWING ITEMS MUST BE INCLUDED WITH BID SUBMITTED

1. BASE MATERIAL AND THE ACTIVATION PROCESS
AND THE SPECIFIC ASH CONTENT OF THE PRODUCT SUBMITTED
2. IODINE NUMBER
3. BULK DENSITY RANGE
4. PARTICLE SIZE THROUGH SIEVES
5. CERTIFICATION LETTER WITH THE BID
6. AFFIDAVITS OF COMPLIANCE SHALL BE FURNISHED WITH THE BID SUBMITTED.
7. GIVE LEAD TIME IN DAYS FOR ORDERS TO BE DELIVRED TO OUR FACILITY.

HYDROFLUOSILICIC ACID - WATER TREATMENT

A. REQUIREMENTS

1. Hydrofluosilicic Acid shall meet the following maximum and minimum chemical percentages by weight:

Hydrofluosilicic acid	H ₂ SiF ₆	23.0 minimum
Arsenic	AS	0.025 max.
Antimony	Sb	0.005 max.
Lead	Pb	0.01 max.
Iodine	I	0.025 max.
Organic mineral		Nil

Commercial strength shall be 23-27 percent H₂SiF₆.

Odor shall be sufficient to identify type of material in use.

2. Hydrofluosilicic Acid shall be delivered bulk in 1,000-1,100 gallons (2" female coupling) with packaging and shipping conforming to current Interstate Commerce Commission Regulations. Delivery must be 1 -2 weeks maximum. Hydrofluosilicic Acid shall meet and conform to American Water Works Association Specification B703-89. A dependable source of supply shall be a contributing factor in the award of the bid. Manufacturer's affidavit of compliance shall be submitted with the bid.
PH of 1% solution shall be 1.2
Density of a 25% solution shall be 10.3 lb./gal/

LIQUID POLYMER FLOCCULENT - SEWAGE TREATMENT

A. REQUIREMENTS

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Wastewater Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

POTASSIUM PERMANGANATE FOR WATER AND SEWAGE TREATMENT

A. REQUIREMENTS

1. Potassium Permanganate shall be of a material meeting American Water Works Association Specification B 603-88.

2. Potassium Permanganate (KMnO_4) shall consist of dark purple or bronze-like rhombic crystals. The free-flowing grade desired may have some other color (commonly grayish hue) from the free-flowing additive.

Specific Gravity 2.7

Bulk Density 90-100 pounds per cubic foot

Solubility in distilled water at 0° Centigrade - 2.5%, at 25° Centigrade 7.8% and 50% at 100°

Grade Desired - Free Flowing

3. The manufacturer or vendor shall provide an affidavit of compliance that the material furnished complies with all applicable requirements of this standard.

4. The material supplied shall contain no impurities, organic or inorganic - that will produce ill effects on the health of consumers. Should the material supplied not meet the chemical or physical requirements of this standard, notice shall be given to the vendor within the thirty (30) days after receipt of the material. Vendor shall then remove the product from the premises and shall make full bid price restoration within thirty (30) days to the City of Ashland. Liquidated damages may also be assessed.

5. Physical Requirements of the material include the following. The free-flowing grade shall not form lumps in the package that cannot be easily broken up by rubbing between the fingers with minimal pressure and shall have no other characteristics that will prevent its use in dry -type feeders. No more than fifteen percent (15%) by weight shall pass through a 200-mesh screen and no more than twenty percent (20%) by weight shall be retained on a 40-mesh screen.

6. Chemical requirements of the KMnO_4 in the material furnished shall not be less than ninety-seven percent (97%) by weight.

7. Material shall be shipped in non-returnable 50-lb. - 60-lb. containers.

8. Each container shall be marked and identified as to product, grade, assay, net weight, name of manufacturer and brand name of material lot number of the manufacturer and all markings shall conform to Interstate Commerce Commission regulations in effect at the time of delivery.
Delivery shall be on trucks with hydraulic tailgates.

9. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID ALUMINUM SULFATE -WATER TREATMENT

A. REQUIREMENTS

1. Liquid Aluminum Sulfate shall meet the following maximum and minimum chemical specifications:

Specific Gravity @ 60F: 1.33 min.

Baume scale density @ 60F: 36

Basicity: 2.0

% Aluminum Oxide (Al_2O_3): 8.0 min.

Iron content (ppm): 13

% Insoluble: nil

Grade: The liquid aluminum sulfate shall be a "commercial grade" meeting the above description. It shall conform to the requirements of AWWA B403-03 regulation and these specifications.

2. Delivery: Shipments of liquid aluminum sulfate shall comply with applicable DOT regulations for marking. Any evidence of contamination or failure to meet product specification shall be cause for rejection of delivery. Delivery shall be a maximum of 4,500 gallons and delivered via 2" diameter pipe w/female coupling, (plant has male coupling).

POLY-ALUMINUM CHLORIDE (PAC) – WATER TREATMENT

A. REQUIREMENTS

1. Shipping (Delivery) - 4500 gallons by truck, capable of delivering (by pumping) via 2" diameter pipe, w/female coupler. Plant has male connector. Chemical shall be delivered no more than 7 (seven) calendar days after order has been placed. Written notification (emails are acceptable) of order is required from vendor once order is received.

2. Physical Properties:

- a. PAC shall be in liquid form
- b. Specific Gravity 1.2 minimum +/- 0.010
- c. Solubility - 100%
- d. % Grade - 40% minimum
- e. Ph - 2 - 2.5 +/- 0.5
- f. Viscosity - 5 - 250 Centistokes at 25 degrees Celsius
- g. Stability - will not self polymerize or decompose at normal temperatures
- h. 12.5 Aluminum Oxide
- I. 70% Basicity

SAND - WATER TREATMENT

A. Requirements

50 lb. bags of Micro Silica Sand – Grade 65
Shipment in pallets.

POLYMER – WATER TREATMENT

A. Requirements

1. Shipment – 50 lb. bags on pallets, cationic. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

SODIUM HYPOCHLORITE- WATER TREATMENT

A. Requirements

1. 12% Solution - Specific Gravity 1.22
Bulk Shipments, 4500 gallons, 2" female coupling. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID POLYMER FLOCCULENT for WATER TREATMENT Sludge Press

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Water Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

INSURANCE REQUIREMENTS

Each prospective bidder shall carry liability Insurance and Workman's Compensation as regulated by the Federal government for the Chemical Industry. As proof of carriage of the insurance shall be included with the Bid. Insurance shall include a provision automatically reinstating the limits after each accident or claim for damages.

ALL CHEMICAL ITEMS LISTED

The successful manufacturer or distributor shall furnish Water and Sewage Treatment Plant Personnel Material Data and Safety Sheets on all materials furnished under this contract. Material Data and Safety Sheets shall be the latest data available on the product to be furnished.

BILLING REQUIREMENTS

All invoices must be billed in the same measurement that the chemical was originally bid. All original invoices must be mailed to the attention of Finance Department, along with a copy immediately emailed to the Department/Division making the purchase. Below are the phone numbers and emails:

Water Plant at phone # 606-385-3200, bstambaugh@ashlandky.gov

Wastewater Plant at phone # 606-385-3204, jmcfarlin@ashlandky.gov

CITY OF ASHLAND, KENTUCKY, INFORMATION – PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, DEPARTMENT OF PUBLIC SERVICES AND UTILITY OPERATIONS.

The Contractor shall file all notices required by, and comply with, all applicable federal, state, or local laws, ordinances, codes, regulations, and guidelines and shall at his own expense secure and pay the fees or charges for all permits required for the performance of the Contract work.

The Contractor shall be responsible for all damages to persons or property that the work and shall be responsible for the proper care and protection of all work performed until full completion and final acceptance by the City of Ashland. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.

During the performance of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. No officer, employee, or member of the governing body of the City of Ashland who exercises any function or responsibility in connection with the carrying out of this project shall have any private interest, direct or indirect, with this contract.

The City of Ashland shall have the right to inspect the work at all times and at the completion thereof.

**CITY OF ASHLAND, KENTUCKY, INFORMATION – PURCHASE OF BULK
CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND
WASTEWATER TREATMENT, DEPARTMENT OF PUBLIC SERVICES AND
UTILITY OPERATIONS.
CONTINUED**

The work which the Contractor is required to perform under this contract, shall be started within ten (10) days after receipt of written notice. The contractor shall be responsible to the City for all signs, barricades, etc. that belong to the City.

The City of Ashland may terminate this agreement at any time, without liability except for payment of amounts to which it reasonably believes the Contractor is properly entitled. If the City believes, the Contractor has not fully satisfied any of the terms and conditions, no payment shall be made. In the event of such termination, the Contractor shall immediately cease work and shall evacuate the premises without order of any court.

The foregoing specifications shall be made a part of the contract as fully as if written in words or figures therein and shall be made a part of this contract.

Each prospective bidder shall return the entire bid package which includes their bid. All forms within the bid packet must be fully completed. Failure to provide all of the information can result in the bid being considered as non-responsive. In addition, failure to provide a performance bond within 10 calendar days after notice of the award will result in forfeiture of the bid bond or certified check.

All work performed under these specifications shall be approved by the City of Ashland's Director of Utility Operations before payment is made. No partial payments shall be made. Upon completion of the Contract, an invoice shall be submitted. Upon approval from the Board of Commissioners, payment shall be made within a timely manner.

Any questions as to these specifications shall be addressed to Mark Hall,
Director of Utility Operations (606) 385-3332

**INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE
REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 1)**

1. ~~All bids shall be accompanied by a BID BOND or CERTIFIED CHECK in the amount of ten (10%) of the bid, in favor of the City of Ashland. Bonds shall be issued by a responsible surety company licensed to do business in the Commonwealth of Kentucky. Certified checks shall be made payable to the CITY OF ASHLAND. Failure to comply with this requirement SHALL result in the rejection of the bid.~~

~~The checks and bonds of the unsuccessful bidders shall be returned as soon as practical after the award of the contracts.~~

~~Successful bidders will be required to furnish contract surety in the form of a PERFORMANCE BOND and PAYMENT BOND in an amount equal to one hundred (100%) percent of the total amount of the contract. If the bid is accepted, a contract shall be entered into, and the performance bond and payment bond secured within ten (10) days after written notice of acceptance is sent.~~

2. Bids shall be made out and signed in the corporate or other name of the bidder and shall be fully executed by an authorized person.

3. Bids shall be submitted on the Bid Forms contained within the bid packet. Bid forms shall not be altered in any way. Alternate bids will not be accepted unless called for in the bid. Should the bidder desire to submit two or more bids for the same project, each bid shall be submitted separately and thus completely independent of each other. If a bidder is unable to bid on a particular item, write "No Bid" on that line.

4. Bids received later than the time and date specified will not be considered. Also, amendments to or withdrawals of bids received later than the time and date set for the bid opening will not be considered. Bids received after the bid opening shall not be considered and will be returned unopened to the bidder.

5. The entire bid packet, including the completed bid form, shall be submitted in an enclosed SEALED envelope with the bidder's name and address in the upper left-hand corner.

All bids shall be marked "SEALED BID" with the date and hour of the bid opening and the specific material or service bid is to be placed on the outside of the envelope in the lower left-hand corner. All bids shall be addressed to the CITY CLERK, City of Ashland, Room 403, 1700 Greenup Avenue, P. O. Box 1839, Ashland, Kentucky 41105-1839.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 2)

6. Bidders or their representatives may be present at the bid opening.
7. The Director of Utility Operations reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.
8. The Director of Utility Operations reserves the right to correct any award erroneously made as a result of a clerical error on the part of the City of Ashland.
9. Bids received sealed with any kind of **TAPE** shall not be accepted. To be considered, all bids shall be **SEALED**.
10. The City of Ashland reserves the right to hold all bids for a period of forty-five (45) days from the date of the bid opening.
11. All prices for material, equipment, supplies, apparatus, etc., shall be F.O.B., Ashland, Kentucky at the designated places of delivery.
12. Prospective bidders shall comply with the President's Executive Order No's. 11246 and 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin, Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, Contract Work Hours Standards Act, 40CFR 35.936 F, and all other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods, or services called for in these documents.
13. All bidders shall certify that they do not and will not maintain or provide for their employee's facilities which are segregated or biased based on race, color, creed, or national origin, and that they will make positive effort to use small and minority owned businesses in the performance of the contract.
14. All bidders shall receive, upon request, a tabulation of the bids once a decision has been reached and approved to award bid to the successful bidder. The tabulation is not available on the date of the bid opening.
15. All bids shall include adequate information, brochures, latest printed detailed specifications, and advertising literature describing the commodity or service offered to permit ready comparison with City specifications on an item-by-item basis.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 3)

16. The City of Ashland, through its City Manager, reserves the right to accept or to reject any or all bids. The City also reserves the right to award bids whole or in part when it is deemed to be in the best interest of the City of Ashland.
17. Specifications and full information for bidders may be seen and obtained at the Office of Engineering and Utilities, 1700 Greenup Avenue, Room 408, Ashland, KY. Questions concerning all or any part of the Bid Package shall be addressed to the Director of Utility Operations, P. O. Box 1839, 1700 Greenup Avenue, Ashland, Kentucky 41105-1839, or phone (606) 385-3275.
18. It is recommended that bidders keep a copy of the Bid Package submitted.
19. Preference will be given by the City of Ashland to the lowest responsible bidder furnishing products made and assembled in the continental United States of America. Where the price of an acceptable American-made product is within five percent (5%) of a non-American-made product, the bid award will be made to the domestic manufacturer.
20. Any bidder submitting an alternate bid or proposal when alternate bids or proposals have not been requested shall have his or her bid rejected as non-responsive.
21. Any bidder submitting a bid incorporating two (2) or more prices for an item or group of items – unless such method of pricing is requested on the Bid Form – or which imposes conditions for acceptance other than those established in the specifications shall have the bid rejected.
22. Manufacturer's catalog numbers, trade names, etc., if shown herein are for descriptive purposes only and are to guide the prospective bidder in determining the standard or quality, design, and performance desired and shall not be construed to exclude other types of commodities and / or service. Any exceptions taken to specifications shall be listed and described on a separate sheet with the various increase or decrease in price clearly stated.
23. All bids shall be signed by the bidder or an authorized representative. Unsigned bids shall not be considered. Facsimile copies shall not be submitted and will not be considered.

**INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE
REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 4)**

24. All equipment furnished shall be in full compliance with Office of Safety and Health Administration regulations in effect at the time of shipment. In addition, equipment and all chemicals must include all paperwork including any Material Safety Data Sheets and be labeled accordingly.
25. The City of Ashland is exempt from all Commonwealth of Kentucky Sales Taxes and Federal Excise Taxes.
26. The signature of the bidder or his authorized representative shall be considered as in acceptance and compliance with all terms and conditions contained and set out in this bid package.
27. Each bidder shall return the original bid package – intact – with all forms, materials, etc. attached. All signatures shall be original.
28. Any literature, forms or items requested in the bid package shall be original material and shall be unaltered.
29. Licensed bidders shall submit a copy of their business license with the bid. Unlicensed bidders shall complete the business license application in the bid packet and return the application with the appropriate fee as part of the bid packet. The forms are included in this bid packet. The City may consider any unlicensed bidder failing to meet this condition as an unresponsive bidder.
30. The City of Ashland passed an Occupational License Fee – Ordinance 28, 1999. Each bidder shall be required to follow the guidelines as stated therein. The Occupational License Fee is effective as of July 1, 1999. The forms are included in this bid packet.
31. The bidders acknowledge that Boyd Circuit Court shall have jurisdiction over disputes that might arise relating to the bidder with which the City enters into an agreement for these services.
32. The City of Ashland reserves the right to hold the successful bidder's Bid Bond / Certified Check for single purchase items. The Bid Bond / Certified Check will be returned after successful fulfillment of bid has verified.

BIDDING QUALIFICATIONS

Pursuant to City of Ashland Ordinance No. 49, Series of 2023, as amended, I, Tony D. Grubb, City Manager of the City of Ashland, Kentucky do hereby designate that the form attached hereto as Exhibit 1 to be utilized by all bidders/vendors seeking qualification or prequalification to bid on contracts to be awarded by the City of Ashland. The information shall be utilized to determine the bidder's/vendor's qualification to bid based upon the bidder's/vendor's ability and capacity to perform contracts on a timely basis; the bidder's/vendor's character, reputation, integrity and expertise; the bidder's/vendor's satisfactory performance on previous contracts with the City of Ashland; and the bidder's/vendor's satisfactory performance on previous contracts with other governmental entities.

Evaluated bids may give preference in the award of contracts to bidders/vendors whose bid is not more than fifteen percent (15%) in excess of the lowest bid received and that have met at least seventy percent (70%) of the evaluated bid criteria as shown on Exhibit 2 attached hereto and incorporated by reference herein.

This 29th day of January, 2025.



Tony Grubb
City Manager
City of Ashland
P. O. Box 1839
Ashland, KY 41105-1839

EXHIBIT 2
EVALUATED BID CRITERIA

1. Bidder/Vendor has a written safety and health program that includes training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures. Yes
2. Bidder/Vendor has a substance abuse program that includes testing and treatment. Yes
3. Bidder/Vendor has its principal place of business within the city limits of Ashland. No
4. Bidder/Vendor has its principal place of business within the territorial limits of Boyd County, Kentucky. No
5. Bidder/Vendor has successfully completed at least two (2) projects of comparable size, complexity, and cost within the past five (5) years. Yes
6. Bidder/Vendor has previously satisfactorily completed at least two (2) contracts for the City of Ashland. Yes
7. Bidder/Vendor has a workers' compensation E-Mod factor of 1.0 or less. Yes
8. Bidder/Vendor has a bank credit reference sufficient for a project of this size. Yes
9. All sub-contractors identified by vendor as doing work on the project are qualified to bid on City of Ashland projects. Yes
10. Bidder/Vendor has written procedures to ensure compliance with current federal and state wage and hour laws, including employee eligibility to work and has a policy which provides equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veterans, or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment. Yes

EXHIBIT 1

BIDDER/VENDOR PRE-QUALIFICATION DISCLOSURE STATEMENT

1. Bidder/Vendor Information

Name: Brenntag Mid-South, Inc.

Type of Entity: Corporation

Contact Person: Sara Terry

Principal Office Address: 1405 Highway 136 West
Henderson KY 42419

Phone Number: 828-729-7557

E-mail Address for Contact Person: bms-bids@brenntag.com

Federal Tax ID#: 61-0504545

If Corporation or Limited Liability
Company, State of Incorporation Kentucky

2. Provide a description of your experience with significant projects of your company within the past five (5) years and provide contact information for the owner's representative for all such projects.

3. Provide documentation from projects during the past five years detailing timeliness of performance, quality of work, extension requests, findings, fines and penalties imposed and payment thereof, including liquidated damages, liens, history of claims for extra work, and contract defaults with explanations of same.

4. Have you ever failed to complete any job awarded to you? If so, indicate where and why.

No

5. Have you ever defaulted on a contract? If so, indicate where and why.

No

6. Has your company had any suspension or revocation of any professional licenses of any director, officer, owner or managerial employee to the extent that any such licensure is necessary to perform the work contemplated by the contract?

No ☒ Yes _____ If yes, explain _____

7. List all directors, officers, project managers and superintendents of your company with names and addresses.

8. Has your company been involved in litigation in which it has been named as a defendant or third-party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years? If so, please include copies of all pleadings.

No ☒ Yes _____ If yes, explain _____

9. Has your company been involved in litigation in which it was a Defendant or Third-Party Defendant in an action involving a breach of contract for failure to perform as contracted or within like manner.

No ☒ Yes _____ If yes, explain _____

10. Has your company, any of its high-level management personnel, or any of its owners been convicted of a federal or state criminal offense, including embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property?

No ☒ Yes _____ If yes, explain _____

11. Has your company, any of its high-level management personnel, or any of its owners been convicted of a criminal offense in connection with obtaining, attempting to obtain, and/or performing any public or private contract?

No ☒ Yes _____ If yes, explain _____

12. Has your company, its officers, directors, owners and/or managerial employees been convicted or indicted for any crime within the past five years? This includes previous companies in which current principals of your company or subcontractors were affiliated.

No ☒ Yes _____ If yes, explain _____

13. Has your company had a performance bond canceled or had a claim made on a performance bond over the previous five years?

No ☒ Yes _____ If yes, explain _____

14. Does your company have a written substance abuse program that includes testing and treatment?

No _____ Yes ☒ If yes, please provide a description of the same or a copy of the Table of Contents for that program.

15. Does your company have a written safety and health program that includes, but is not limited to training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures?

No _____ Yes ☒ If yes, please provide a description or copies of the Table of Contents for written job site safety programs and current workers' compensation E-Mod factor.

16. Please list all job site citations received within the past five years from OSHA, KYOSH, DOT and/or EPA.

N/A

17. Please state whether the bidder or any officer, director, or management employees has been debarred or suspended by any federal, state or local government agency within the last five years.

No

18. Please list your bank credit reference: Bank of America

19. Will you, upon request, supply a detailed financial statement and furnish any other financial information that may be required by the City of Ashland?

No ☐

Yes ☒

Brenntag is a public traded company. See attached

20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the City of Ashland in verification of the statements made comprising this State of Bidder's Qualifications.

Dated on this 11 day of March, 20 25.

Brenntag Mid-South, Inc.
NAME OF BIDDER

BY 

Municipal Contract Specialist
TITLE

State of North Carolina

County of Vance

Sara Terry, being duly sworn, deposes and
says that he/she is Municipal Contract Specialist of
Brenntag Mid-South, Inc.
answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed, sworn to and acknowledged before me this 11 day of March
20 25.



Melissa Medlin

NOTARY OF PUBLIC

My commissioner expires: 12/5/27

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF North Carolina COUNTY OF Vance

Sara Terry, being first duly sworn, deposes
and says that:

(1) He or She is
Municipal Contract Specialist
(OWNER, PARTNER, REPRESENTATIVE OR AGENT)
of Brenntag Mid-South, Inc., the bidder
that has submitted the attached bid;

(2) He or She is fully informed respecting the preparation and contents of
the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents
or representatives, employees or parties in interest, including the affinity has in
any way colluded, conspired, connived or agree, directly or indirectly with any
other Bidder, firm, or person to submit a collusive or sham Bid in connection with
such Contract, or has in any manner, directly or indirectly, sought by agreement
or collusion or communication or conference with any other Bidder, firm, or
person to fix the price or prices in the attached Bid or of any other Bidder, or to fix
any overhead, profit or cost element of the Bid price or the Bid price of any other
Bidder, or to secure through any collusion, conspiracy, connivance or unlawful
agreement any advantage against the City of Ashland or any person interested in
the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and
are not tainted by any collusion, conspiracy, connivance, or unlawful agreement
on the part of the Bidder or any of its agents, representatives, owners,
employees, or parties, including this affiant.

SIGNED *Sara Terry*

TITLE Municipal Contract Specialist

Subscribed and sworn to before me this 11 day of March, of
the year 2025.



Melissa Medlin Notary
(NAME) (TITLE)

COMMISSION EXPIRES: December 5, 2027.

**STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION
REGULATIONS**

The undersigned, as bidder, certifies that he/she and his/her company will not discriminate against any person regarding age, sex, race, religion, national origin, or creed, in accordance with the President's Executive Order Numbers 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods or services called for in these Bid Documents.

The bidder also certifies that they do not and will not maintain or provide for their employees any facilities that are segregated and that they will make positive effort to use small and minority owned businesses in the performance of this contract.

COMPANY NAME Brenntag Mid-South, Inc.

SIGNED 

TITLE Municipal Contract Specialist

DATE 3/11/25

RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

The Contractor shall indemnify and save harmless the City, the Engineer and sub consultants and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on construction or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for the City's protection.

In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

Brenntag Mid-South, Inc.

COMPANY NAME



SIGNED

Municipal Contract Specialist

TITLE

3/11/25

DATE

N/A - License attached

CITY OF ASHLAND

Department of Finance

Occupational License / Net Profit Division

P.O. Box 1839, Ashland, KY 41105-1839

Phone No. (606)385-3358, 3359, 3360 Fax No. (606)385-3365



www.ashlandky.gov

APPLICATION FOR BUSINESS PRIVILEGE AND OCCUPATIONAL LICENSE FEE

Please answer **ALL** questions fully.

1. Business or Individual Name: _____
2. Will you have a Physical Location Within Ashland City Limits? Yes _____ No _____
3. Business Location (Within City Limits): _____
4. Business Location (Physical Address): _____

5. Business Mailing Address: _____

6. Telephone Numbers (include area code): Business: _____ Fax: _____
7. E-mail address: _____
8. Ownership: _____ Sole Proprietor _____ Partnership _____ Limited Liability
_____ Corporation _____ S. Corporation _____ Other
9. Name and home address of owner(s), partners, or if a corporation, list Officers and Titles (attach additional pages if necessary):

10. Federal Tax I.D. #: _____ and / or Social Security Number: _____
11. Nature or description of business: _____
12. Do you have subcontractors or any other contract labor? _____ If yes, please attach a detailed listing.
13. Date business started in Ashland: _____ Number of employees working in Ashland: _____
14. Accounting period per Federal Return: _____ Calendar Year _____ Fiscal Year (Month and Date)
15. Contact Information:

Business License & Net Profit Contact

Name: _____
Title: _____
Mailing Address: _____
City, State, Zip: _____
Phone Number: _____
Fax Number: _____
E-mail Address: _____

Payroll Tax Contact (If Applicable)

Name: _____
Title: _____
Mailing Address: _____
City, State, Zip: _____
Phone Number: _____
Fax Number: _____
E-mail Address: _____

CONTINUE ON REVERSE SIDE

N/A - License attached

New License fees shall be prorated as follows for the first year of business only:

Application Month	Fee
January, February, March	\$100.00
April, May, June	\$75.00
July, August, September	\$50.00
October, November, December	\$25.00
Other Fees	
Late Filing Fee	\$50.00
Additional Location Fee	\$10.00

All information contained on this application is necessary for our records and will be held in strict confidence.

Issuance of this City of Ashland Business Privilege License provides a license to conduct business within the City Limits of Ashland only and does not constitute an approval of any location selected for your business. A copy of this application will be provided to the City's Code Enforcement Office, Zoning Office and Fire Inspectors. A Fire Inspector will be in contact with the applicant; however, it shall be the responsibility of the Applicant, upon selection of a physical location for this business, to contact the Fire Inspectors for a premise inspection to ensure the location meets the established codes for public buildings. Any necessary changes or updates needed to meet applicable code shall be completed in a timely manner as determined by the Fire Inspector. Failure to comply with required inspections and obtain necessary permits may result in additional fines and possible closure until such zoning and safety issues are resolved.

I hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief and I agree to the terms set forth above for a physical location in the City of Ashland.

Authorized Signature: _____ Title: _____ Date: _____

Amount of payment enclosed: \$ _____ Check #: _____

IF PAYING BY CREDIT CARD, COMPLETE BELOW.			
☐	☐	☐	☐
			
CREDIT CARD NUMBER		AMOUNT	SEC CODE
EXP DATE		PRINTED NAME	
SIGNATURE		ZIP CODE	

FOR INTERNAL USE ONLY

Account Number: _____ Assigned By: _____ Date: _____

Zoning / Code Enforcement Approval: _____ Date: _____

Police Chief Approval: _____ Date: _____

Fire Approval: _____ Date: _____

Rev. 1/14/2022

MEMORANDUM**TO: To Whom It May Concern****FROM: Chad Massie****DATE: February 24, 2025****SUBJECT: Authority to Sign**

This is to advise that Sara Terry, in her capacity as Municipal Contract Specialist, has authority to sign Bid Documents on behalf of Brenntag Mid-South, Inc.



Chad A. Massie, President
Brenntag Essentials Mid-South



State of Kentucky
County of Henderson

Subscribed and sworn to before me by Chad Massie, personally known to me, on this the 24th day of February 2025.



Sandra L. Littrell, Notary Public
My Commission Expires: 1/22/26

Sandra L. Littrell
Notary Public, KY State at Large
KRS # 42481
My Commission Expires: 1/22/26

Brenntag Mid-South, Inc.
1405 Highway 136 West (42420)
PO Box 20
Henderson, KY 42419-0020

General Contact Information:

Bid/Contracts/Renewals -

Sara Terry

bms-bids@brenntag.com

828-729-7557

Place an order -

Amanda Horn, CSR

Amanda.horn@brenntag.com

270-827-4509

Account Manager -

Megan Wilder

Megan.wilder@brenntag.com

270-869-7274

Local Facility -

St Albans WV Branch

319 First Street, North

St Albans WV 25177

Remittance -

PO Box 7410714

Chicago, IL 60674

mid-south.accountremittance@brenntag.com

Preferred method of payment is ACH

- account information available upon request.

Key financial figures at a glance

Consolidated income statement

		2024	2023	Change in %	Change in % (fx adj.)
Sales	EUR m	16,237.4	16,915.1	-3.4	-3.2
Operating gross profit	EUR m	4,025.4	4,041.8	-0.4	-0.2
Operating EBITA	EUR m	1,101.3	1,265.0	-12.9	-12.5
Operating EBITA / operating gross profit	%	27.4	31.3		
Profit after tax	EUR m	543.7	721.1	-24.6	
Basic earnings per share	EUR	3.71	4.73		
Diluted earnings per share	EUR	3.71	4.73		

Consolidated balance sheet

		Dec. 31, 2024	Dec. 31, 2023
Total assets	EUR m	11,668.0	10,337.8
Total equity	EUR m	4,762.0	4,356.7
Working capital	EUR m	2,139.3	2,005.8
Net financial liabilities	EUR m	2,793.0	2,186.8

Consolidated cash flow

		2024	2023
Net cash provided by operating activities	EUR m	906.6	1,663.9
Payments to acquire intangible assets and property, plant and equipment	EUR m	-342.2	-321.1
Free cash flow	EUR m	892.6	1,712.0

Key data on the Brenntag shares

		2024	2023
Share price	EUR	57.88	83.22
No. of shares (unweighted)		144,385,372	147,453,837
Market capitalization	EUR m	8,357	12,271
Free float	%	85.00	89.52

For more information - [Annual Report 2024 | Brenntag](#) – annualreport.brenntag.com

Projects – Last 5 Years.

Brenntag Mid-South, Inc. continues to deliver outstanding experiences for our customer by providing friendly, competent, and fast services. We customize customer solutions to provide “Best in Class” service for all stops along the customer’s journey.

In the past 5 years, Brenntag Mid-South has worked with over 350+ Municipalities to supply the most comprehensive product portfolio, covering all water treatment. We bring the widest selection of chemicals and technologies for water treatment and application expertise.

Brenntag has not experienced any findings, fines, or had penalties imposed including liquidated damages, liens, or contract defaults.

Safety First

Safety is everyone's responsibility. Each of us contributes to Brenntag's safety framework by being cautious and following our company rules. This commitment has fostered a strong safety culture across all divisions and regions and is reflected in our consistently good safety performance.

Health, Occupational Safety and Environmental Protection at Brenntag - More Than a Matter of Course

Safety is our top priority. Brenntag and its subsidiaries have long been conscious of their responsibility for environmental protection needs and the health and safety of the employees. Decisions on all levels of the company - be it business management, sales or logistics - take full account of the requirements of health and environmental protection as well as chemical safety. And health, occupational safety and environmental protection also play a key role in the "everyday" jobs - like warehousing, order make-up, filling, transport and delivery of chemical products.

There are many sides to HSE (Health, Safety, Environment) at Brenntag: our commitment in this area is underlined by voluntary participation in projects like the "Responsible Care" program of the chemical industry and the chemical distributors as well as by the implementation of the "Product Stewardship guidelines" and the central registration of all environmental and chemical-related data in a chemical database, logistics planning based on ecological considerations or the environmental protection measures taken at our locations.

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CITY OF ASHLAND
BUSINESS LICENSE

NUMBER
000824

FEE PAID
\$100.00

BUSINESS LICENSE ID
BL-2025-12

EFFECTIVE
01/01/2025

EXPIRES
12/31/2025

LICENSEE:

Brenntag Mid-South, Inc.
P.O. Box 20
Henderson, KY 42419

Amanda M. Calvin

AUTHORIZED SIGNATURE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2024

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 USA LLC
30 South 17th Street
Philadelphia, PA 19103

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:
FAX
(A/C, No):

CN101263979-ALL-GAWX-25-26

INSURED
BRENNTAG MID-SOUTH, INC.
1405 HWY 136 W
HENDERSON, KY 42420

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Insurance Company Of The State Of PA	19429
INSURER B: ACE American Insurance Company	22667
INSURER C: Indemnity Insurance Company of North America	43575
INSURER D: ACE Fire Underwriters Insurance Company	20702
INSURER E: N/A	N/A
INSURER F: HDI Global Specialty SE / Lloyds Syndicates	

COVERAGES

CERTIFICATE NUMBER:

CLE-006117195-61

REVISION NUMBER: 29

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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			027783086	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISAH11353162	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION S						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC70319408 (AOS) SCFC70319482 (WI)	01/01/2025 01/01/2025	01/01/2026 01/01/2026	☒ PER STATUTE ☐ 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
F	Product Recall Liability			CMR0000071600	10/09/2024	10/09/2025	Liability Limit \$ 2,000,000 SIR \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate of Insurance is issued as evidence of coverage only.

CERTIFICATE HOLDER

BRENNTAG MID-SOUTH, INC.
1405 HIGHWAY 136 WEST
HENDERSON, KY 42420

CANCELLATION

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

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

Affidavit of Compliance

Brenntag Mid-South, Inc., complies in all respects meets AWWA specification No B 501-88 and NSF/ANSI Standard 60 Certification for Sodium Hydroxide 25% Solution.



Sara Terry, Municipal Contract Specialist

Subscribed and sworn to on this 11 day of March, 2025.


Notary Public

My Commission Expires: 12/5/27





BRENNTAG MID SOUTH, INC.
1405 Highway 136 West
Henderson, Kentucky 42420-0020
Tel. (270) 830-1200 • Fax (270) 826-1486

CERTIFICATE OF ANALYSIS

Sodium Hydroxide 25% DIA

CUSTOMER:	LOT NUMBER: 823130505072002
	DATE ANALYZED: 03/13/25
DATE OF MANUFACTURE: 03/13/25	DATE SHIPPED: 03/13/25

PARAMETERS	ANALYSIS	SPECIFICATIONS
Sodium Hydroxide Wt.% by titration	25.0	24 to 26% NaOH

Analyst: Mark Lacy	Approved: Brian DeBord
--------------------	------------------------

cc: With Shipment
Lab File

Direct questions concerning certification of this product to personnel at the location marked below.

- ☐ Chattanooga, TN ----- 423-821-1535
- ☐ Henderson, KY ----- 270-830-1258
- ☐ Kansas City (South), MO ----- 816-483-9996
- ☐ Nitro, WV ----- 407-857-9310
- ☐ St. Albans, WV ----- 304-727-9310
- ☐ Tampa, FL ----- 813-247-4840
- ☐ Durham, NC ----- 919-596-0681

- ☐ East Point, GA ----- 404-761-5943
- ☐ Indianapolis, IN ----- 317-898-8632
- ☐ Memphis, TN ----- 901-775-2100
- ☐ Orlando, FL ----- 407-857-9310
- ☐ St. Louis, MO ----- 314-832-5010
- ☐ Greensboro, NC ----- 336-851-6827
- ☐ Charlotte, NC ----- 704-588-1820

Form Approval: R&D Manager
Form Approval Date: April 26, 2023

"All information provided is believed to be accurate and complete. The data provided is representative of the product quality on the date of analysis for the lot number indicated. This certificate of analysis may not include all of the constituents of the product. Persons using this information should make their own determination regarding its suitability for their particular application. This certificate of analysis shall not in any way limit or preclude the operation and effect of the applicable terms and conditions of sale."

C:\RD1\WORD\COA\CAUSTIC 25% COM.DOC

SAFETY DATA SHEET

1. Identification

Other means of identification None known.
 Product identifier **SODIUM HYDROXIDE 25% DIA**
 Recommended use **ALL PROPER AND LEGAL PURPOSES**
 Recommended restrictions None known.
 Manufacturer/Importer/Supplier/Distributor information
 Manufacturer
 Company name Brenntag Mid-South, Inc.
 Address 1405 Highway 136, West
 Henderson, KY 42420
 Telephone 270-830-1222
 E-mail Not available.
 Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Not classified.
 Health hazards Acute toxicity, oral Category 4
 Skin corrosion/irritation Category 1
 Serious eye damage/eye irritation Category 1
 Specific target organ toxicity, single exposure Category 3 respiratory tract irritation
 Environmental hazards Not classified.
 OSHA defined hazards Not classified.
 Label elements



Signal word **Danger**
 Hazard statement **Harmful if swallowed. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.**

Precautionary statement

Prevention

Do not breathe dust or mists. Avoid breathing mist/vapors. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection.

Response

Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse. Call a POISON CENTER or doctor/physician if you feel unwell.

Storage

Store in a well-ventilated place. Keep container tightly closed. Store locked up.

Disposal

Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
SODIUM HYDROXIDE (NA(OH))		1310-73-2	25
Other components below reportable levels			75

4. First-aid measures

Inhalation

Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a poison center or doctor/physician if you feel unwell.

Skin contact

Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.

Eye contact

Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.

Ingestion

Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.

Most important symptoms/effects, acute and delayed

Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation.

Indication of immediate medical attention and special treatment needed

Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim warm. Keep victim under observation. Symptoms may be delayed.

General information

If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

5. Fire-fighting measures

Suitable extinguishing media

Water fog. Foam. Dry chemical powder. Carbon dioxide (CO₂).

Unsuitable extinguishing media

Do not use water jet as an extinguisher, as this will spread the fire.

Specific hazards arising from the chemical

During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters

Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

Fire fighting equipment/instructions

Move containers from fire area if you can do so without risk.

Specific methods

Use standard firefighting procedures and consider the hazards of other involved materials.

General fire hazards

No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Avoid breathing mist/vapors. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up

Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. Avoid discharge into drains, water courses or onto the ground.

Environmental precautions

7. Handling and storage

Precautions for safe handling

Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Avoid breathing mist/vapors. Avoid prolonged exposure. When using, do not eat, drink or smoke. Provide adequate ventilation. Wear appropriate personal protective equipment. Wash hands thoroughly after handling. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Permissible Exposure Limits (PEL) for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	PEL	2 mg/m ³

US. ACGIH Threshold Limit Values (TLV)

Components	Type	Value
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	Ceiling	2 mg/m ³

NIOSH. Immediately Dangerous to Life or Health (IDLH) Values, as amended

Components	Type	Value
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	IDLH	10 mg/m ³

US. NIOSH: Pocket Guide to Chemical Hazards Recommended Exposure Limits (REL)

Components	Type	Value
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	Ceiling	2 mg/m ³

Biological limit values

Appropriate engineering controls

No biological exposure limits noted for the ingredient(s).

Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection Wear safety glasses with side shields (or goggles) and a face shield.

Skin protection

Hand protection

Wear appropriate chemical resistant gloves.

Other

Wear appropriate chemical resistant clothing. Use of an impervious apron is recommended.

Respiratory protection

Chemical respirator with organic vapor cartridge.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Keep away from food and drink. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state

Liquid.

Form

Liquid.

Color

CLEAR COLORLESS

Odor

ODORLESS

Odor threshold

Not available.

pH

14

Melting point/freezing point

-1 °F (-18.33 °C)

Initial boiling point and boiling range

791.6 °F (422 °C) estimated

Flash point

Not available.

Evaporation rate

Not available.

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits

Explosive limit - lower (%) Not available.

Material name: SODIUM HYDROXIDE 25% DIA

823130 Version #: 12 Revision date: 08-05-2024 Issue date: 04-10-2015

SDS US
3 / 7

Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	10.66 lbs/gal 1.28 g/ml
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	75 % estimated
Specific gravity	1.28

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong acids.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Harmful if swallowed.
Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation.

Information on toxicological effects

Acute toxicity	In high concentrations, vapors are anesthetic and may cause headache, fatigue, dizziness and central nervous system effects. Harmful if swallowed.
----------------	--

Product	Species	Test Results
SODIUM HYDROXIDE 25% DIA		
Acute		
Dermal		5400 mg/kg bw
ATEmix		
Oral		560 mg/kg bw
ATEmix		
Components	Species	Test Results
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)		
Acute		
Dermal		1350 mg/kg
LD50	Rabbit	

Components	Species	Test Results
Oral LD50	Rat	140 - 340 mg/kg

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation Causes severe skin burns and eye damage.

Serious eye damage/eye irritation Causes serious eye damage.

Respiratory or skin sensitization

Respiratory sensitization Due to partial or complete lack of data the classification is not possible.

Skin sensitization Due to partial or complete lack of data the classification is not possible.

Germ cell mutagenicity Due to partial or complete lack of data the classification is not possible.

Carcinogenicity Due to partial or complete lack of data the classification is not possible.

IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity Due to partial or complete lack of data the classification is not possible.

Specific target organ toxicity - single exposure May cause respiratory irritation.

Specific target organ toxicity - repeated exposure Due to partial or complete lack of data the classification is not possible.

Aspiration hazard Due to partial or complete lack of data the classification is not possible.

Chronic effects Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Components	Species	Test Results
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50	Water flea (Ceriodaphnia dubia) 34.59 - 47.13 mg/l, 48 hours
Fish	LC50	Western mosquitofish (Gambusia affinis) 125 mg/l, 96 hours

* Estimates for product may be based on additional component data not shown.

Persistence and degradability No data is available on the degradability of this product.

Bioaccumulative potential No data available.

Mobility in soil No data available.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Dispose of this material and its container to hazardous or special waste collection point. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code D002: Waste Corrosive material [pH ≤2 or ≥12.5, or corrosive to steel]
The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging

Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information**DOT**

UN number UN1824
UN proper shipping name SODIUM HYDROXIDE SOLUTION
Transport hazard class(es)
Class 8
Subsidiary hazard -
Packing group II
Environmental hazards

Marine pollutant No.

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

ERG number 154

Transport information on packaging may be different from that listed. Transportation information on packaging may be different from that listed. Information is for reference purposes only. The shipper is legally required to provide, certify, and receive training on, the transportation data for any shipment. Transportation information on packaging may be different from that listed.

DOT**15. Regulatory information****US federal regulations**

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Toxic Substances Control Act (TSCA)**TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)**

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)**SARA 302 Extremely hazardous substance**

Not listed.

SARA 311/312 Hazardous chemical

Yes

Classified hazard categories

Acute toxicity (any route of exposure)
Skin corrosion or irritation
Serious eye damage or eye irritation
Specific target organ toxicity (single or repeated exposure)

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Industrial Chemicals (AICIS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	04-10-2015
Revision date	08-05-2024
Version #	12
HMIS® ratings	Health: 3 Flammability: 0 Physical hazard: 0
NFPA ratings	Health: 3 Flammability: 0 Instability: 1
Disclaimer	While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.
Revision information	This document has undergone significant changes and should be reviewed in its entirety.



Donau Carbon US LLC
551 N.US Hwy 41
Dunnellon, FL 34432
Phone: 352.465.5959

CERTIFICATE OF ANALYSIS

DATE: 3/13/25

TO: Brenntag Mid-South, East Point, GA

BRAND: WATERCARB 800 SUPERSACK

BAG LOT#: BB85098, BB85099, BB85100, BB85101, BB85114, BB85115, BB85116, BB85117, BB85118
BB85119, BB85120, BB85121, BB85122, BB85123, BB85124, BB85125, BB85126, BB85127
BB85128, BB85129, BB85130, BB85131, BB85132, BB85133, BB85134, BB85135, BB85136,
BB85137, BB85138, BB85139, BB85140, BB85141, BB85142, BB85143, BB85144, BB85145,
BB85146, BB85147, BB85148, BB85149, BB85150, BB85151, BB85152, BB85153, BB85154,
BB85155

SHIPPED: 3/11/25

The activated carbon supplied to the above customer on their P.O. 611638 and our Bill of Lading 250219 had the following average

IODINE NUMBER	806	mg/g
MOISTURE	3.9	%
DENSITY	0.40	g/cc
FINENESS	100	% passing 100 mesh
	96.1	% passing 200 mesh
	95.1	% passing 325 mesh

I herein certify the analysis of this shipment.

Brian Hacker
Business Manager



Certified to NSF/ANSI
CAN 61



Safety Data Sheet

1. Product and Company Identification

Common Name: Powdered activated carbon, steam activated
Product name: Watercarb-650 (WC-650), Watercarb-650D (WC-650D),
Watercarb-800 (WC-800), Watercarb-800D (WC-800D), Watercarb-
1000 (WC-1000) Watercarb-1000D (WC-1000D), Watercarb-1000
Supra (WC-1000 Supra)
Chemical Formula: C (carbon)
Recommended Use: Approved for use in the treatment of drinking water at water
treatment facilities. Max. dosage 250 ppm. Not evaluated for point-
of-use applications.
Manufacturer/Supplier: Donau Carbon US LLC
551 N US Hwy 41
Dunnellon, FL. 34432
352-465-5959
Emergency Telephone Number: CHEMTREC – 800-424-9300
Revision date: 03.21.2019

2. Hazards Identification

2.1. Classification of the substance or mixture

GHS-US classification

Combustible Dust H232

Not classified as a simple asphyxiant. Product does not displace oxygen in the ambient atmosphere, but slowly adsorbs oxygen from a confined space when wet. Under conditions of anticipated and recommended use, product does not pose an asphyxiation hazard.

2.2. Label elements

GHS-US labeling

Signal word (GHS-US) : **Warning**

Hazard statements (GHS-US) : H232 - May form combustible dust concentrations in air

2.3. Other hazards

Other hazards not contributing to the classification: Wet activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

2.4. Unknown acute toxicity (GHS-US)

No data available

3. Composition/Information on Ingredients

Chemical Name	CAS Number	Percent of Total Weight
Activated Carbon	7440-44-0	100

May contain small amounts of a proprietary scale inhibitor.

May contain small amounts of crystalline silica (<1%).

4. First Aid Measures

Inhalation: Remove to fresh air and provide rest. Get medical attention if breathing difficulties develop or persist.

Ingestion: If fully conscious, give one or two cups of water. If large quantities were ingested, consult a physician if gastrointestinal problems develop.

Eye: Flush with excess water preferably with an eyewash. Avoid rubbing the eyes. If irritation persists, consult a physician.

Skin: Wash thoroughly with soap and water.

5. Fire Fighting Measures

Special Fire Fighting Procedures: Use a fine water spray, mist, or fog, dry chemical, or CO₂. Avoid methods that may stir up dust clouds, introduce air to a smoldering pile, or cause the burning particles of carbon to fly over the area, spreading the fire. With adequate venting, slowly soak the carbon thoroughly with water or other suppressant. Use containment berms to slow water flow and allow carbon to settle out behind barrier and separate water.

Protective Equipment for Firefighters: Use self-contained breathing apparatus and full protective gear.

Unusual Fire Hazard: Activated carbon is difficult to ignite. Carbon fires generally burn slowly with a dull glow rather than with flames or smoke, and may be difficult to detect. Smoldering piles, whether confined or not, may be cool on the edges or exterior but hot enough to ignite in the interior when disturbed and the hot spots exposed to air.

Hazardous Decomposition or By-products: During combustion, high levels of carbon monoxide can be produced. Material allowed to smolder for long periods of time in enclosed spaces may produce carbon monoxide which may reach a lower explosive limit for carbon monoxide (12.5% in air).

Combustible dust. May form combustible dust concentrations in air. All powdered activated carbons are classified as weakly explosive (Dust explosion class St1). Given the necessary conditions of a strong ignition source, right concentrations of airborne carbon dust, adequate oxygen levels, and confinement, the potential for a deflagration event exists. Keep storage vessels cool and avoid air flow through hot product and exposure to strong ignition sources where product is confined. If carbon is exposed, mist and saturate with water while avoiding airborne dust. Dilute airborne dust concentrations with water mist or ignition-proof ventilation.

NFPA Rating: Flammability Hazard: 1 Reactivity Hazard: 0 Health Hazard: 1

6. Accidental Release Measures

In all cases, first eliminate or plan to avoid strong ignition sources. (If a fire or explosion is or could be the cause of the release, call 911.) Activated carbon is a weakly explosive combustible dust. In any case, do not use compressed air or any method to disperse the spill which creates additional substantial airborne dust which may direct the dust to ignition sources.

Personal precautions: Personnel should wear NIOSH-approved dust mask, eye protection, and suitable clothing.

Clean-up and containment:

For small spills: Retrieve as much material as possible by pushing gently with soft-bristle brushes and brooms, squeegees or dust mops, or by scooping with buckets or shoveling into containers or back into the original packaging. A final clean-up with a damp cloth or mop should suffice. Do not use compressed air or vigorous sweeping, as this may scatter dust into hidden or difficult-to-clean areas. Inspect hidden areas where dust may have settled.

During a major spill or release, a fine mist spray directed high at/on top of the cloud will lessen airborne dust. Airborne black powder will appear to be more material than it is and the majority of the spill will remain or settle quickly at ground-level and on horizontal surfaces. Once started, powder will flow like water. Barriers and berms can contain or direct the spill. Do not attempt to enter the spill to stop it as engulfment can occur. Once the flow stops, retrieve as much material as possible by pushing gently with soft-bristle brushes and brooms, squeegees or dust mops, or by scooping with buckets or shoveling into containers. Ignition-proof vacuums and vacuum trucks can aid in removing large spills. For final cleanup, wet area with a light water spray and squeegee surfaces.

If material collects on vehicles, remove the excess with soft-bristle brushes, then wash off the carbon with water-carbon powder will scratch the paint if wiped off.

Wetting the material with a light mist and slowly saturating it with water can aid in clean-up. Spill containment berms/straw bales which allow water to pass can effectively filter out the insoluble carbon and slow the water flow to allow the carbon to settle where excess water is used. If material enters or is washed down drains, continue to flush with water until clear. Carbon is insoluble and will settle out when the flow stops, potentially clogging pipes or drains, and can be difficult to re-suspend.

Waste Disposal Method: Dispose unused carbon as non-hazardous waste in refuse containers in accordance with local, state, and federal regulations.

7. Handling and Storage

Storage: Store packaged material as received in a dry, well-ventilated facility at ambient temperatures until ready to use. Store away from strong oxidizers, strong acids, ignition sources, combustible materials, and heat. An adequate air gap between packages is recommended to reduce propagation in the case of fire.

Bulk dry storage silos and containers should be designed to avoid strong ignition sources and uncontrolled ingress of air which could cause low velocity air flows in the carbon bed. Air flow can lead to localized heating due to the exothermic reaction of carbon with oxygen. It is recommended that bulk storage silos and dust collectors have relief venting or explosion doors in case of a fire event which could create the conditions necessary for deflagration. Refer to NFPA Standard 68 for guidance.

Handling: A hazard assessment should be carried out. As with all finely divided materials, ground all transfer, blending, and dust collecting equipment to prevent static discharge. Remove all strong ignition sources from material handling, transfer, and processing areas where dust may be present or accumulate. Practice good housekeeping. Excessive accumulations of dust or dusty conditions can create the potential of secondary explosions. Inspection of hidden surfaces for dust accumulation should be made routinely. If possible, eliminate the pathways for dust to accumulate in hidden areas. Fine carbon dust may penetrate electrical equipment and cause electrical shorts. Where dusting is unavoidable, dust-proof boxes and regular electrical line maintenance are recommended. Refer to NFPA standards 654 for guidance.

Caution employees-no smoking in carbon storage and handling areas. Carbon is difficult to ignite, however, cutting and welding operations should be carried out using hot work permit systems where precautions are taken not to ignite carbon, which may smolder undetected.

8. Exposure Controls/Personal Protection

Carbon dust is considered a nuisance dust.

OSHA Permissible Exposure Limits-Time Weighted Average

15 mg/m³, Total dust

5 mg/m³, Respirable

ACGIH Threshold Limit: 10 mg/ m³, Treated as nuisance dust

Silica, crystalline (Quartz) CAS RN 14808-60-7 may be present in small quantities:

OSHA Permissible Exposure Limits-Time Weighted Average

30 mg/m³ /(%SiO₂ +2) Total

10 mg/m³ /(%SiO₂ +2) Respirable

ACGIH Threshold Limit: 0.025mg/ m³

Engineering Controls: Ventilation should prevent airborne accumulation of dust and comply with maximum exposure limits. Equipment, if present, should be grounded.

Respirator Protection: NIOSH-approved dust mask recommended if excess carbon dust is generated.

Eye Protection: Safety goggles with side shield recommended. Provide eyewash stations nearby.

Skin: Wear suitable gloves, long sleeves, and pants. Wash thoroughly with soap and water after handling. Change into clean apparel before leaving the workplace. Wash apparel daily.

RCRA Status: If discarded in its purchased form, this product is not a hazardous waste, either by listing or by characteristic. However, under RCRA, it is the responsibility of the product user to determine at the time of disposal whether a material containing the product or derived from the product should be classified as a hazardous waste (40 CFR 261.10).

9. Physical and Chemical Properties

Appearance – Black powder solid, fine dust, 90% or more passing 325 mesh, free-flowing.

Upper/lower explosive limits No information available

Odor – Odorless, or slight sulfur smell.

Combustible dust- These products are combustible dusts. May form combustible dust concentrations in air. All powdered activated carbons are weakly explosive. No specific information on these carbons are available.

Typical combustible dust data for a variety of activated carbons:

K_{st} values reported between 43-113 (various sources).

Dust explosion class St1 (K_{st} values < 200 are Class St1-weakly explosive).

MEC (minimum explosible concentration) in air 50 and 60 g/m³ (two reports)

Volatile content (by weight): < 8% ASTM D3175-11 (Watercarb)

MIT (minimum ignition temperature) values reported between 400-680°C (752-1256°F) (four reports)

Maximum Absolute Explosion pressure values reported between 6.0-8.6 bar (four reports)

Vapor pressure Not applicable

Odor threshold Not applicable

Vapor density Not applicable

pH No information available.

Relative density Not applicable

Apparent Density – 0.4 to 0.6 g/cc, typically 0.45 g/cc
Melting point/freezing point Not applicable
Solubility – insoluble in water. Scale inhibitor, if present, is soluble.
Initial boiling point and boiling range Not applicable
Flash point Not applicable
Evaporation rate Not applicable
Flammability Non-flammable
Partition coefficient: Not applicable
Auto-ignition temperature No information available
Decomposition temperature No information available
Viscosity Not applicable

10. Stability and Reactivity

Stability: Stable. Not self-heating.

Reactivity: May react exothermically with a potential for fire upon contact with strong oxidizers, including low-velocity air flows through carbon beds.

Incompatibility and Conditions to Avoid: Strong oxidizers such as ozone, liquid oxygen, chlorine, permanganate, etc. Do not store near combustible materials.

Hazardous Decomposition or By-product: Carbon monoxide may be generated in the event of fire.

Hazardous polymerization will not occur.

11. Toxicological Information

Information given is based on data obtained for this substance or from similar substances (activated carbons).

Likely routes of exposure: inhalation, ingestion. Skin absorption highly unlikely, no health effects known.

Effects: See Section 4-First Aid measures. No known long-term effects. Scale inhibitor, if present, is very mildly toxic if ingested.

Toxicological Data

Carbon, activated

LC50/inhalation/1 hr/rat = > 8.5 mg/L

LC50/oral/rat = > 2000 mg/kg

Carcinogenicity: Activated carbon is not listed as a potential carcinogen by National Toxicology Program, the International Agency for Research on Cancer, OSHA, or ACGIH. May contain trace concentrations of bound silica. Respirable crystalline silica is listed as a potential carcinogen of the lungs by the IARC and NTP. Much of the silica is inextricably bound within the particles of the activated carbon, and so does not present a substantial health hazard. Substantial protection is provided by adherence to the dust control measures recommended.

12. Ecological Information

Information given is based on data obtained for this substance or from similar substances (activated carbons).

Aquatic Toxicity: Non-toxic. No adverse ecological effects are known.

Terrestrial toxicity: Non-toxic in the soil.

13. Disposal Considerations

RCRA- Unused product is not hazardous waste under U.S. R.C.R.A.
Spent (used) product may be hazardous based on the substance adsorbed.
See also Section 8.

14. Transport Information

Shipping Name: Powdered Activated Carbon
LTL Freight Class: 70
NMFC Number: 40560
Hazard Class: None – Product is not spontaneously combustible or self-heating.

15. Regulatory Information

Certified under ANSI/NSF Standard 61 for use in the treatment of potable water. Maximum dosage 250 ppm. Not evaluated for point-of-use applications.

16. Other Information

Revised 5.27.15

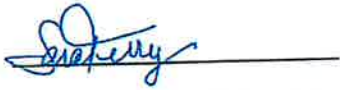
NFPA 654 Standard for the Prevention of Fire and Dust Explosions from the Manufacturing, Processing, and Handling of Combustible Particulate Solids

NFPA 68 Guidelines for Deflagration Venting

The information herein was compiled and is presented in good faith but no warranty, expressed or implied, is made.

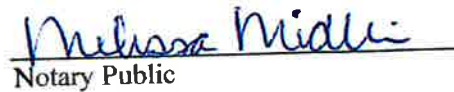
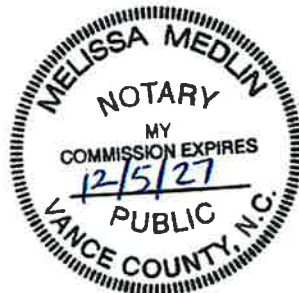
Affidavit of Compliance

Brenntag Mid-South, Inc., complies in all respects with American Water Works Association Standard ANSI/AWWA 703-89, NSF/ANSI Standard 60 Certification for Fluoride.

A handwritten signature in blue ink, appearing to read 'Sara Terry', written over a horizontal line.

Sara Terry, Municipal Contract Specialist

Subscribed and sworn to on this 11 day of March, 2025.

A handwritten signature in blue ink, appearing to read 'Melissa Medlin', written over a horizontal line.
Notary Public

My Commission Expires: 12/5/27



BRENTAG MID SOUTH, INC.
1405 Highway 136 West
Henderson, Kentucky 42420-0020
Tel. (270) 830-1200 • Fax (270) 826-1486
Branch Lab Tel. (270) 830-1258 • Fax (270) 830-1389

CERTIFICATE OF ANALYSIS

HYDROFLUOSILICIC ACID 23%

CUSTOMER:	LOT NUMBER: 437426244312001
TANKER#:	DATE ANALYZED: 11-7-2024
PC#: 437426	DATE SHIPPED: 11- -2024

PARAMETERS	ANALYSIS	SPECIFICATIONS
Specific Gravity @ 63°F	1.228	Report
Concentration, % by S.G.	24.50	20.0 – 30.0%
Appearance (Pass/Fail)	Pass	Clean / Free of visible suspended matter
Color (Pass/Fail)	Pass	Water white to straw yellow
Heavy Metals	< 0.02	< 0.02% or 200 ppm

Analyst: K. Davis	Approved: <i>Connor Hunt</i>
-------------------	------------------------------

cc: With Shipment
Lab File

Direct questions concerning certification of this product to personnel at the location marked below.

☐ Chattanooga, TN 423-821-1535
☒ Henderson, KY 270-830-1258
☐ St. Louis, MO 314-832-5010

☐ Orlando, FL 407-857-9310
☐ Indianapolis, IN 317-898-8632

Form Approval: QC Supervisor
Form Approval Date: 3/29/23

C:\Users\mid-south.henderson\OneDrive - Brenntag\Documents 1\COA\NEW COA\Acid\Hydrofluosilicic Acid 23%\23% HFS.doc

"All information provided is believed to be accurate and complete. The data provided is representative of the product quality on the date of analysis for the lot number indicated. This certificate of analysis may not include all of the constituents of the product. Persons using this information should make their own determination regarding its suitability for their particular application. This certificate of analysis shall not in any way limit or preclude the operation and effect of the applicable terms and conditions of sale."

1. Identification

Other means of identification None known.
 Product identifier **HYDROFLUOROSILICIC ACID 23% NSF**
 Recommended use **ALL PROPER AND LEGAL PURPOSES**
 Recommended restrictions None known.
 Manufacturer/Importer/Supplier/Distributor information
 Manufacturer
 Company name Brenntag Mid-South, Inc.
 Address 1405 Highway 136, West
 Henderson, KY 42420
 Telephone 270-830-1222
 E-mail Not available.
 Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Not classified.
 Health hazards
 Acute toxicity, oral Category 4
 Acute toxicity, dermal Category 3
 Acute toxicity, inhalation Category 2
 Skin corrosion/irritation Category 1
 Serious eye damage/eye irritation Category 1
 Environmental hazards Not classified.
 OSHA defined hazards Not classified.
 Label elements



Signal word **Danger**
 Hazard statement **Harmful if swallowed. Toxic in contact with skin. Causes severe skin burns and eye damage. Causes serious eye damage. Fatal if inhaled.**

Precautionary statement

Prevention Do not breathe vapor. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection. Wear respiratory protection.
Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin: Wash with plenty of water. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Specific treatment is urgent (see this label).
Storage Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
SILICATE(2-), HEXAFLUORO- HYDROGEN (1:2)		16961-83-4	25
HYDROFLUORIC ACID		7664-39-3	0.9
Other components below reportable levels			74.1

4. First-aid measures

Inhalation

Remove victim to fresh air and keep at rest in a position comfortable for breathing. Oxygen or artificial respiration if needed. Do not use mouth-to-mouth method if victim inhaled the substance. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Call a physician or poison control center immediately.

Skin contact

Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.

Eye contact

Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.

Ingestion

Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.

Most important symptoms/effects, acute and delayed

Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.

Indication of immediate medical attention and special treatment needed

Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim warm. Keep victim under observation. Symptoms may be delayed.

General information

Take off immediately all contaminated clothing. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

5. Fire-fighting measures

Suitable extinguishing media

Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).

Unsuitable extinguishing media

Do not use water jet as an extinguisher, as this will spread the fire.

Specific hazards arising from the chemical

During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters

Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

Fire fighting equipment/instructions

Move containers from fire area if you can do so without risk.

Specific methods

Use standard firefighting procedures and consider the hazards of other involved materials.

General fire hazards

No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist/vapors. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up

Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Environmental precautions

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling

Do not breathe mist/vapors. Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Avoid prolonged exposure. When using, do not eat, drink or smoke. Use only outdoors or in a well-ventilated area. Wear appropriate personal protective equipment. Wash hands thoroughly after handling. Wash contaminated clothing before reuse. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Store in tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-2 (29 CFR 1910.1000)

Components	Type	Value
HYDROFLUORIC ACID (CAS 7664-39-3)	TWA	3 ppm

US. ACGIH Threshold Limit Values

Components	Type	Value
HYDROFLUORIC ACID (CAS 7664-39-3)	Ceiling	2 ppm
	TWA	0.5 ppm

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
HYDROFLUORIC ACID (CAS 7664-39-3)	Ceiling	5 mg/m ³
		6 ppm
	TWA	2.5 mg/m ³
		3 ppm

Biological limit values

No biological exposure limits noted for the ingredient(s).

Exposure guidelines

US - California OELs: Skin designation

HYDROFLUORIC ACID (CAS 7664-39-3)

Can be absorbed through the skin.

US ACGIH Threshold Limit Values: Skin designation

HYDROFLUORIC ACID (CAS 7664-39-3)

Can be absorbed through the skin.

Appropriate engineering controls

Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection Chemical respirator with organic vapor cartridge and full facepiece.

Skin protection

Hand protection

Wear appropriate chemical resistant gloves.

Other

Wear appropriate chemical resistant clothing. Use of an impervious apron is recommended.

Respiratory protection

Chemical respirator with organic vapor cartridge and full facepiece.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Keep away from food and drink. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state Liquid.

Material name: HYDROFLUOROSILICIC ACID 23% NSF
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Form	Liquid.
Color	CLEAR PALE YELLOW
Odor	PUNGENT
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	4 °F (-15.56 °C)
Initial boiling point and boiling range	210.26 °F (99.03 °C) estimated
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	10.29 lbs/gal 1.23 g/ml
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	74.1 % estimated
Specific gravity	1.23

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Fatal if inhaled.
Skin contact	Toxic in contact with skin. Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Harmful if swallowed.

Symptoms related to the physical, chemical and toxicological characteristics Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.

Information on toxicological effects

Acute toxicity Fatal if inhaled. Toxic in contact with skin. Harmful if swallowed.

Components	Species	Test Results
SILICATE(2-), HEXAFLUORO-, HYDROGEN (1:2) (CAS 16961-83-4)		
<u>Acute</u>		
Oral		
LD50	Rat	430 mg/kg

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation Causes severe skin burns and eye damage.

Serious eye damage/eye irritation Causes serious eye damage.

Respiratory or skin sensitization

Respiratory sensitization Due to partial or complete lack of data the classification is not possible.

Skin sensitization Due to partial or complete lack of data the classification is not possible.

Germ cell mutagenicity Due to partial or complete lack of data the classification is not possible.

Carcinogenicity Due to partial or complete lack of data the classification is not possible.

IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity Due to partial or complete lack of data the classification is not possible.

Specific target organ toxicity - single exposure Due to partial or complete lack of data the classification is not possible.

Specific target organ toxicity - repeated exposure Due to partial or complete lack of data the classification is not possible.

Aspiration hazard Due to partial or complete lack of data the classification is not possible.

Chronic effects Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Persistence and degradability No data is available on the degradability of this product.

Bioaccumulative potential No data available.

Mobility in soil No data available.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code D002: Waste Corrosive material [pH ≤2 or ≥12.5, or corrosive to steel]
The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging

Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information**DOT**

UN number UN1778
UN proper shipping name FLUOROSILICIC ACID
Transport hazard class(es)
Class 8
Subsidiary risk -
Packing group II
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
Transport information on packaging may be different from that listed. Transportation information on packaging may be different from that listed.

IATA

UN number UN1778
UN proper shipping name FLUOROSILICIC ACID
Transport hazard class(es)
Class 8
Subsidiary risk -
Packing group II
Environmental hazards No.
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number UN1778
UN proper shipping name FLUOROSILICIC ACID SOLUTION (SILICATE(2-), HEXAFLUORO-, HYDROGEN (1:2))
Transport hazard class(es)
Class 8
Subsidiary risk -
Packing group II
Environmental hazards
Marine pollutant No.
EmS F-A, S-B
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

DOT**IATA; IMDG****15. Regulatory information****US federal regulations**

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Toxic Substances Control Act (TSCA)

Material name: HYDROFLUOROSILICIC ACID 23% NSF
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TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

HYDROFLUORIC ACID (CAS 7664-39-3) Listed.

SARA 304 Emergency release notification

HYDROFLUORIC ACID (CAS 7664-39-3) 100 LBS

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)**SARA 302 Extremely hazardous substance**

Chemical name	CAS number	Reportable quantity (pounds)	Threshold planning quantity (pounds)	Threshold planning quantity, lower value (pounds)	Threshold planning quantity, upper value (pounds)
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HYDROFLUORIC ACID	7664-39-3	100	100		
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SARA 311/312 Hazardous chemical

Yes

Classified hazard categories

Acute toxicity (any route of exposure)
Skin corrosion or irritation
Serious eye damage or eye irritation

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

HYDROFLUORIC ACID (CAS 7664-39-3)

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

HYDROFLUORIC ACID (CAS 7664-39-3)

Safe Drinking Water Act (SDWA)

Not regulated.

US state regulations**California Proposition 65**

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

HYDROFLUORIC ACID (CAS 7664-39-3)

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	07-19-2021
Version #	01
HMIS® ratings	Health: 3 Flammability: 0 Physical hazard: 0
NFPA ratings	Health: 3 Flammability: 0 Instability: 0
Disclaimer	While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.

423268/102224

puroxyTM
Purest Potassium Permanganate

CIN No. U27203PN2006PTC128685
Blue Star Extrusion Pvt. Ltd.
(Chemical Division)

NSF

Certified to
NSF/ANSI/CAN



Customer P.O. No. : 19868	Date : 11.09.2024
Invoice No. : BSE/EXP/24-25/18	Date : 11.11.2024
Product : Potassium Permanganate	Date of Production :- 08.11.2024
CAS Number : 7722-64-7	Date of Expiry : November 2027
Grade : Free Flowing Grade (FFG)	Date of Analysis : 10.11.2024
Physical Appearance: Dark Purple Free Flowing Crystalline Powder	Packing size : 25 KG
Lot No. : BS / FFG / 24 /21	UN NO :- 1H2/Y 23/S/24 IND/106687222
Drum No. : 1 - 720	Name of Party: UNITED MINERAL & CHEMICAL CORP. 160, CHUB AVE, SUIT 206, LYNDHURST, NEW JERSEY 07071 United States of America.

SR. NO.	TEST	SPECIFICATION	RESULT
1	PURITY (KMnO ₄)	97.00 % min.	97.21%
2	INSOLUBLES	Max. 2.00%	1.63%
3	MOISTURE (as H ₂ O)	Max.0.50 %	0.27%
4	CHLORIDES (as Cl)	Max.0.10 %	0.08 %
5	SULPHATE (as SO ₄)	Max.0.20 %	0.18 %
6	NITROGEN (as Total N)	Max.0.10 %	0.09 %
7	CADMIUM (as Cd)	10 ppm Max.	Not Detected
8	CHROMIUM (as Cr)	10 ppm Max.	Not Detected
9	LEAD (as Pb)	10 ppm Max.	Not Detected
10	ARSENIC (as As)	10 ppm Max.	Not Detected
11	MERCURY (as Hg)	10 ppm Max.	Not Detected
12	ANTIMONY (as Sb)	10 ppm Max.	Not Detected
13	SELENIUM (as Se)	10 ppm Max.	Not Detected
14	WATER TOLLERANCE (≤0.7 ml water) (Pour Test)	Passes	Passes
15	BULK DENSITY @22 ⁰ C (72 ⁰ F)	90-100lbs/Cu. Ft	92.67 lbs/Cu. Ft
16	Particle size distribution		
	RETENTION	20% Max on US Standard No. 40	16.74.%
	PASSES	7 % Max Through US Standard No. 200 (Intl No.: 75)	6.72 %
	APPEARANCE	Dark Purple Free Flowing Crystalline Powder	Dark Purple Free Flowing Crystalline Powder
17	MEETS SPECIFICATIONS	AWWA B 603-16	

Remark : With the result of analysis, we confirm that the product complies with the specification.
Note : Blue Star provides this analytical report in good faith and to the best of its knowledge.
It should not be substituted for the users own raw material quality control.

Analysed by

Q.C. Incharge

Factory Address: Gat No.595 to 598, Near Bansi Paper Mill, A/P. Samdoli, Sangli. 416 416 Maharashtra, INDIA.
Email: puroxy@bluestarchems.com Website: www.bluestarextrusion.com

SAFETY DATA SHEET

SECTION 1 - IDENTIFICATION

PRODUCT NAME : POTASSIUM PERMANGANATE, AWWA

US D.O.T. / UN NAME : POTASSIUM PERMANGATE

RECOMMENDED USES : WATER TREATMENT, MUNICIPAL &
INDUSTRIAL WASTEWATER TREATMENT,
OXIDIZER - FOR INDUSTRIAL USE ONLY

COMPANY:
UNITED MINERAL & CHEMICAL CORPORATION
1050 Wall Street West, Ste. 660, Lyndhurst, NJ 07071
Tel: 201-507-3300 Fax: 201-507-1506
e-mail: inquiry@umccorp.com

EMERGENCY TELEPHONE NO.:
USA - CHEMTREC: 1-800-424-9300
Outside USA: +1 703-527-3887

SECTION 2 - HAZARD IDENTIFICATION



GHS HAZARD CLASSIFICATION:

OXIDIZING SOLIDS, CATEGORY 2
ACUTE TOXIC, ORAL CATEGORY 4
SKIN CORROSION / IRRITATION, CATEGORY 1B
SPECIFIC TARGET ORGAN TOXICITY, SINGLE EXPOSURE, CATEGORY 1 (RESPIRATORY SYS.)
SPECIFIC TARGET ORGAN TOXICITY, REPEATED EXPOSURE, CATEGORY 1 (RESPIRATORY
SYSTEM, CENTRAL NERVOUS SYSTEM)
HAZARDOUS TO THE AQUATIC ENVIRONMENT - ACUTE HAZARD, CATEGORY 1
HAZARDOUS TO THE AQUATIC ENVIRONMENT - LONG-TERM HAZARD, CATEGORY 1

GHS LABEL ELEMENTS:

SIGNAL WORD: DANGER

LABEL CODES / PICTOGRAMS: GHS03, GHS05, GHS07, GHS08, GHS09

HAZARD STATEMENTS: H272 MAY INTENSIFY FIRE; OXIDIZER
H302 HARMFUL IF SWALLOWED
H314 CAUSES SEVERE SKIN BURNS AND EYE DAMAGE
H370 CAUSES DAMAGE TO ORGANS - RESPIRATORY SYSTEM
H372 CAUSES DAMAGE TO ORGANS - RESPIRATORY SYSTEM,
CENTRAL NERVOUS SYSTEM - THROUGH PROLONGED OR
REPEATED EXPOSURE
H400 VERY TOXIC TO AQUATIC LIFE
H410 VERY TOXIC TO AQUATIC LIFE WITH LONG LASTING EFFECTS

PRECAUTIONARY STATEMENTS

PREVENTION : P210 KEEP AWAY FROM HEAT
P220 KEEP/STORE AWAY FROM CLOTHING/COMBUSTIBLE MATERIALS
P221 TAKE ANY PRECAUTION TO AVOID MIXING WITH COMBUSTIBLES
P260 DO NOT BREATHE DUSTS OR MISTS
P280 WEAR PROTECTIVE GLOVES/ PROTECTIVE CLOTHING/ EYE PROTECTION/ FACE PROTECTION
P264 WASH THOROUGHLY AFTER HANDLING
P270 DO NOT EAT, DRINK OR SMOKE WHEN USING THIS PRODUCT
P273 AVOID RELEASE TO THE ENVIRONMENT

RESPONSE : P370+378: IN CASE OF FIRE: USE LARGE QUANTITY OF WATER TO EXTINGUISH.
P301+P330+P331+312: IF SWALLOWED: RINSE MOUTH. DO NOT INDUCE VOMITING. CALL A POISON
CENTER/DOCTOR/PHYSICIAN IF YOU FEEL UNWELL.
P303+P361+P353: IF ON SKIN (OR HAIR): REMOVE/TAKE OFF IMMEDIATELY ALL CONTAMINATED
CLOTHING RINSE SKIN WITH WATER/SHOWER. P363: WASH CONTAMINATED CLOTHING BEFORE REUSE.
P304+P340: IF INHALED: REMOVE PERSON/VICTIM TO FRESH AIR AND KEEP AT REST IN A POSITION
COMFORTABLE FOR BREATHING. P310: IMMEDIATELY CALL A POISON CENTER/DOCTOR/PHYSICIAN
P305+P351+P338: IF IN EYES: RINSE CAUTIOUSLY WITH WATER FOR SEVERAL MINUTES. REMOVE
CONTACT LENSES, IF PRESENT AND EASY TO DO SO. CONTINUE RINSING.
P307+P311: IF EXPOSED: CALL A POISON CENTER/DOCTOR/PHYSICIAN.
P391 COLLECT SPILLAGE.

STORAGE : P405: STORE LOCKED UP.

DISPOSAL : P501: DISPOSE OF CONTENTS AND CONTAINER IN ACCORDANCE WITH ALL LOCAL / REGIONAL /
NATIONAL / INTERNATIONAL REGULATIONS.

U.S. - HAZARDS NOT OTHERWISE CLASSIFIED / UN GHS - OTHER HAZARDS WHICH DO NOT RESULT IN CLASSIFICATION: NONE KNOWN

SECTION 3 - COMPOSITION / INFORMATION ON INGREDIENTS

CHEMICAL COMPOSITION :	COMPONENTS:	CAS NO.	%
	POTASSIUM PERMANGANATE	7722-64-7	97 MINIMUM
	FREE-FLOW / ANTICAKING ADDITIVE	1344-00-7	<3
SYNONYMS :	PERMANGANATE OF POTASH; CHAMELEON MINERAL; PERMANGANIC ACID, POTASSIUM SALT		
CHEMICAL FAMILY :	INORGANIC MANGANESE COMPOUNDS; OXIDIZERS		

SECTION 4 – FIRST AID MEASURES

FIRST AID/ RESPONSE		FIRST AID RESPONDERS SHOULD WEAR PERSONAL PROTECTIVE EQUIPMENT
SKIN :		IF ON SKIN: REMOVE CONTAMINATED CLOTHING AND SHOES. WASH WITH PLENTY OF SOAP AND WATER. IF IRRITATION OCCURS: GET IMMEDIATE MEDICAL ADVICE/ATTENTION. WASH CONTAMINATED CLOTHING BEFORE REUSE.
EYES :		IF IN EYES: RINSE CAUTIOUSLY WITH WATER FOR UP TO 15 MINUTES. REMOVE CONTACT LENSES IF PRESENT AND EASY TO DO SO. CONTINUE RINSING. IF EYE IRRITATION PERSISTS: GET IMMEDIATE MEDICAL ADVICE/ATTENTION.
INHALATION :		IF INHALED: REMOVE VICTIM TO FRESH AIR AND KEEP AT REST IN A POSITION COMFORTABLE FOR BREATHING: CALL A POISON CENTER OR DOCTOR/PHYSICIAN.
INGESTION :		IF INGESTED: IF CONSCIOUS, IMMEDIATELY RINSE MOUTH. DRINK PLENTY OF WATER. DO NOT INDUCE VOMITING (DUE TO RISK OF PERFORATION) CALL A POISON CENTER/DOCTOR/PHYSICIAN IMMEDIATELY. NEVER GIVE ANYTHING BY MOUTH IF THE VICTIM IS UNCONSCIOUS.

MOST IMPORTANT SYMPTOMS/EFFECTS, ACUTE AND DELAYED

SKIN :	CONTACT WITH DRY CRYSTALS OR CONCENTRATED SOLUTIONS ON SKIN CAN CAUSE REDNESS, SEVERE BURNS, BROWN STAINS (DUE TO INSOLUBLE MANGANESE OXIDE), AND POSSIBLE HARDENING OF THE OUTER SKIN LAYER. DILUTED SOLUTIONS ARE ONLY MILDLY IRRITATING TO THE SKIN. REPEATED OR PROLONGED SKIN CONTACT MAY CAUSE DEFATTING AND DERMATITIS.
EYES :	CONTACT WITH EYES CAN CAUSE SEVERE IRRITATION, REDNESS, BLURRED VISION, POSSIBLE BURNS AND PERMANENT DAMAGE.
INHALATION :	INHALATION CAN IRRITATE RESPIRATORY TRACT, CAUSING COUGHING AND SHORTNESS OF BREATH. DELAYED/CHRONIC: CHRONIC MANGANESE POISONING CAN RESULT FROM EXCESSIVE INHALATION EXPOSURE TO MANGANESE DUST AND INVOLVES IMPAIRMENT OF THE CENTRAL NERVOUS SYSTEM. EARLY SYMPTOMS INCLUDE SLUGGISHNESS, SLEEPINESS, AND WEAKNESS IN THE LEGS.
INGESTION :	CAUSES SEVERE DISTRESS OF GASTROINTESTINAL SYSTEM WITH POSSIBLE BURNS, SHOCK WITH FALL OF BLOOD PRESSURE. MAY BE FATAL. INGESTION OF CONCENTRATIONS UP TO 1% CAN CAUSE BURNING OF THE THROAT, NAUSEA, VOMITING, ABDOMINAL PAIN; 2-3% CAUSES ANEMIA AND SWELLING OF THE THROAT WITH POSSIBLE SUFFOCATION; 4-5% MAY CAUSE KIDNEY DAMAGE.

INDICATION OF IMMEDIATE MEDICAL ATTENTION AND SPECIAL TREATMENT NEEDED, IF NECESSARY
IF EXPOSED: CALL A POISON CENTER/DOCTOR/PHYSICIAN

SECTION 5 – FIRE FIGHTING MEASURES

SUITABLE EXTINGUISHING MEDIA :	WATER : (X-AS SPRAY/FOG) FOAM : () CO ₂ : () DRY CHEMICAL : () EXTINGUISH WITH LARGE QUANTITIES OF WATER FROM A DISTANCE TO COOL DOWN FLAMES AND SPRAY WATER TO CREATE BLANKET ON THE FIRE EXPOSED AREA. DO NOT ALLOW RUN-OFF TO ENTER SEWERS OR THE ENVIRONMENT. DO NOT EXTINGUISH WITH FOAM, CO ₂ , OR HALOGENATED MATERIALS.
SPECIFIC HAZARDS IN CASE OF FIRE :	PRODUCT IS NOT COMBUSTIBLE BUT IS A STRONG OXIDIZER. CONTACT WITH OXIDIZABLE SUBSTANCES CAN CAUSE EXPLOSIVE AND / OR FLAMMABLE REACTIONS. THIS OXIDIZER INCREASES FLAMMABILITY OF COMBUSTIBLE MATERIALS. WATCH FOR RAPID BURNING AND BE PREPARED TO RETREAT TO A SAFE DISTANCE. CORROSIVE / POISONOUS GASES/VAPORS CAN BE PRODUCED IN A FIRE INVOLVING THIS MATERIAL.
SPECIAL PROTECTIVE EQUIPMENT & PRECAUTION FOR FIRE FIGHTERS :	CORROSIVE AND/OR POISONOUS GASES ARE PRODUCED IN A FIRE - WEAR A NIOSH APPROVED SELF-CONTAINED BREATHING APPARATUS OPERATED IN PRESSURE DEMAND OR POSITIVE PRESSURE MODE AND FULL PROTECTIVE GEAR. CONTAINERS MAY EXPLODE IN FIRE. COOL FIRE EXPOSED CONTAINERS WITH FLOODING QUANTITIES OF WATER SPRAY. MOVE CONTAINERS FROM FIRE AREA IF IT CAN BE DONE WITHOUT RISK. NOTE - STRONG OXIDIZERS MAY EXPLODE AND DECOMPOSE SPONTANEOUSLY IF EXPOSED TO INTENSE HEAT, CONCENTRATED ACIDS, HYDROGEN PEROXIDE, REDUCING AGENTS OR ORGANIC SUBSTANCES. VIOLENT REACTION MAY OCCUR WITH FINELY DIVIDED AND READILY OXIDIZABLE SUBSTANCES.

SECTION 6 – ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS :	CLEAN SPILL PROMPTLY. VENTILATE AREA. ELIMINATE ALL SOURCES OF IGNITION. WEAR FULL PROTECTIVE EQUIPMENT (SEE SECTION 8). AVOID CONTACT WITH SKIN & EYES. DO NOT INHALE DUSTS/MISTS/VAPORS. ISOLATE AREA WHERE SPILL OCCURRED. KEEP COMBUSTIBLES AWAY FROM SPILL.
ENVIRONMENTAL PRECAUTIONS :	DO NOT RELEASE TO DRAINS, SEWERS AND OTHER BODIES OF WATER.
METHODS AND MATERIAL FOR CONTAINMENT AND CLEANING UP :	USING NON-SPARKING UTENSILS, SCOOP OR SHOVEL UP SPILLED MATERIAL PLACE IN A LABELED CONTAINER (PLASTIC OR METAL DRUM) FOR PROPER DISPOSAL. AVOID GENERATING DUST. AVOID CONTACT WITH COMBUSTIBLE MATERIALS.

PRODUCT : POTASSIUM PERMANGANATE, AWWA

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SECTION 7 – HANDLING & STORAGE

PRECAUTIONS FOR SAFE HANDLING: USE IN WELL VENTILATED AREA TO MEET PERMISSIBLE EXPOSURE / TLV LIMITS (SEE SECTION 8). WEAR PROTECTIVE CLOTHING. [P264] [P280] WEAR PROTECTIVE GLOVES/ EYE PROTECTION/ FACE PROTECTION (SEE SECTION 8). WASH THOROUGHLY AFTER HANDLING. [P270] DO NOT EAT, DRINK OR SMOKE WHEN USING THIS PRODUCT. DO NOT RE-USE CONTAMINATED CLOTHING.

CONDITIONS FOR SAFE STORAGE, INCLUDING INCOMPATIBILITIES: [P210]: KEEP AWAY FROM HEAT. [P220] KEEP/STORE AWAY FROM CLOTHING/COMBUSTIBLE MATERIALS. [P221] TAKE ANY PRECAUTION TO AVOID MIXING WITH COMBUSTIBLES. KEEP CONTAINER TIGHTLY CLOSED. AVOID CONTACT WITH INCOMPATIBLES (SEE SECTION 10).

SECTION 8 – EXPOSURE CONTROLS / PERSONAL PROTECTION

CONTROL PARAMETERS:
EXPOSURE LIMITS: U.S. OSHA PEL : 5 mg/m³ OSHA CEILING LIMIT FOR MANGANESE AND INORGANIC COMPOUNDS, AS Mn
 U.S. ACGIH TLV : 0.02 mg/m³ TWA FOR RESPIRABLE FRACTION AS Mn; 0.1 mg/m³ TWA INHALABLE AS Mn

APPROPRIATE ENGINEERING CONTROLS : USE LOCAL/ MECHANICAL EXHAUST TO MAINTAIN AIR CONCENTRATIONS BELOW OCCUPATIONAL EXPOSURE STANDARDS (SEE ABOVE)

PERSONAL PROTECTIVE EQUIPMENT:
RESPIRATORY PROTECTION : USE NIOSH APPROVED RESPIRATOR SUITABLE TO MEET PERMISSIBLE EXPOSURE LIMIT. SEE U.S. OSHA RESPIRATORY STANDARD (20 CFR 1910.134).
HAND PROTECTION : USE CHEMICAL RESISTANT GLOVES (RUBBER OR PLASTIC)
EYE PROTECTION : SAFETY GOGGLES OR GLASSES WITH SIDE SHIELDS OR FULL FACE SHIELD; HAVE ACCESS TO AN EYEWASH FOUNTAIN
OTHER PROTECTIVE EQUIPMENT : LABCOAT; COVERALLS TO PROTECT SKIN; ACCESS TO A SAFETY DRENCH SHOWER

SECTION 9- PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE :	DARK PURPLE CRYSTALS	FLAMMABLE LIMITS :	LEL: (N/A) UEL: (N/A)
ODOR :	NO ODOR	VAPOR PRESSURE (mm Hg) :	N/A
ODOR THRESHOLD :	N/A	VAPOR DENSITY (AIR=1) :	2.703
pH (% IN WATER) :	NOT KNOWN	DENSITY (g/cm³) :	2.703
MELTING POINT / FREEZING POINT (°C) :	>240°C; DECOMPOSES AT >150°C (302°F)	SOLUBILITY IN WATER (@20°C) :	SOLUBLE, 6.38g/100cc
BOILING POINT (°C) :	N/A	PARTITION COEFFICIENT(n-OCTANOL/WATER) :	NOT KNOWN
FLASH POINT (°F) :	N/A	AUTO IGNITION TEMP. (° F) :	NOT KNOWN
EVAPORATION RATE :	N/A	DECOMPOSITION TEMP. :	>150°C (302°F)
FLAMMABILITY :	N/A		

SECTION 10 – STABILITY AND REACTIVITY

CHEMICAL STABILITY : STABLE UNDER NORMAL CONDITIONS

POSSIBILITY OF HAZARDOUS REACTIONS : POTASSIUM PERMANGANATE IS A STRONG OXIDIZER. SPONTANEOUSLY EXPLOSIVE OR FLAMMABLE ON CONTACT WITH MANY INCOMPATIBLES (SEE BELOW). CONTACT WITH HYDROCHLORIC ACID WILL LIBERATE CHLORINE GAS. DO NOT MIX WITH FORMALDEHYDE.

CONDITIONS TO AVOID : CONTACT WITH INCOMPATIBLE MATERIALS; EXCESSIVE HEAT (>150°C); PHYSICAL IMPACT OR FRICTION

INCOMPATIBLE MATERIALS : AVOID CONTACT WITH ALCOHOLS, ARSENITES, IODIDES, ACIDS, FORMALDEHYDE, CHARCOAL, COMBUSTIBLE ORGANIC MATERIALS, FERROUS AND MERCUROUS SALTS, HYPOPHOSPHITES, HYPOSULFITES, SULFITES, PEROXIDES, OXALATES, INORGANIC OXIDIZABLE MATERIALS, METAL POWDERS, WOOD, GLYCERINE, POLYPROPYLENE, AND HEAT.

HAZARDOUS DECOMPOSITION PRODUCTS : TOXIC, CORROSIVE METAL FUMES OF K₂O MAY EVOLVE WHEN IN A FIRE

SECTION 11 – TOXICOLOGICAL INFORMATION

POTENTIAL HEALTH EFFECTS:

ROUTES OF EXPOSURE : SKIN, EYES, INHALATION, INGESTION

SKIN : CONTACT WITH DRY CRYSTALS OR CONCENTRATED SOLUTIONS WILL IRRITATE AND ACT AS A CORROSIVE, CAUSING BURNS TO SKIN AND BODY TISSUE ON CONTACT. CONTACT AREA WILL BE STAINED BROWN AND THE OUTER LAYER OF SKIN WILL POSSIBLY HARDEN.

EYES : CONTACT WITH EYES CAN CAUSE SEVERE BURNS RESULTING IN EYE DAMAGE.

INHALATION : INHALATION OF DUST, MIST, OR SOLUTION SPRAY CAN IRRITATE NOSE, THROAT, AND RESPIRATORY TRACT CAUSING COUGHING, CHEST TIGHTNESS, AND POSSIBLE DAMAGE TO THE RESPIRATORY SYSTEM. HIGH INHALATION EXPOSURES CAN CAUSE A BUILDUP OF FLUID IN THE LUNGS (PULMONARY EDEMA) WHICH MAY RESULT IN DEATH.

INGESTION : INGESTION OF POWDER OR SOLUTION CAN CAUSE SEVERE IRRITATION OR BURNS TO MOUTH, THROAT, ESOPHAGUS, AND STOMACH WITH DIFFICULTY IN BREATHING, NAUSEA, GASTROINTESTINAL EFFECTS, SHOCK WITH FALL OF BLOOD PRESSURE, POSSIBLE KIDNEY DAMAGE. EXPERIMENTAL REPRODUCTIVE EFFECTS AND MUTATION DATA HAVE BEEN REPORTED IN LITERATURE.

N/A = NOT APPLICABLE

LOC

PRODUCT : POTASSIUM PERMANGANATE, AWWA

CHRONIC : REPEATED OR PROLONGED SKIN CONTACT MAY CAUSE DEFATTING AND DERMATITIS. LONG TERM INHALATION OF MANGANESE DUSTS (USUALLY IN FORM OF MANGANESE OXIDES) MAY LEAD TO A HIGH INCIDENCE OF UPPER RESPIRATORY INFECTIONS, LUNG IRRITATION, AND POSSIBLE CENTRAL NERVOUS SYSTEM DISORDERS WITH SYMPTOMS SIMULATING PARKINSON'S DISEASE.

ACUTE TOXICITY : ORAL LD₅₀: 1090 mg/kg (RAT); 780 mg/kg MALE RAT; 525 mg/kg FEMALE RAT; ORAL-HUMAN LDLo: 143 mg/kg – DATA BASED ON LITERATURE OR TESTING OF SIMILAR PRODUCT

SKIN CORROSION / IRRITATION : DATA IS NOT AVAILABLE BUT EXPECTED TO BE IRRITATING

SERIOUS EYE DAMAGE / IRRITATION : DATA IS NOT AVAILABLE BUT EXPECTED TO BE IRRITATING

RESPIRATORY OR SKIN SENSITIZATION : DATA IS NOT AVAILABLE

GERM CELL MUTAGENICITY : DATA IS NOT AVAILABLE

CARCINOGENICITY : U.S. LISTED CARCINOGEN: NONE (X) OSHA () NTP () IARC () OTHER ()

REPRODUCTIVE TOXICITY : NO DATA AVAILABLE

SPECIFIC TARGET ORGAN TOXICITY : SINGLE EXPOSURE - TEST DATA NOT AVAILABLE
REPEATED EXPOSURE - TEST DATA NOT AVAILABLE

ASPIRATION HAZARD : DATA IS NOT AVAILABLE

INTERACTIVE EFFECTS : NO DATA AVAILABLE

SECTION 12 – ECOLOGICAL INFORMATION

ECOTOXICITY : DANGEROUS TO THE ENVIRONMENT. DO NOT RELEASE TO THE ENVIRONMENT OR WATERWAYS.

TOXICITY - AQUATIC : NO TEST DATA AVAILABLE. TESTING OF SIMILAR PRODUCTS FOUND IT TO BE VERY TOXIC TO AQUATIC ORGANISMS; MAY CAUSE LONG TERM ADVERSE EFFECTS IN THE AQUATIC ENVIRONMENT

TOXICITY - TERRESTRIAL : NO TEST DATA AVAILABLE

PERSISTENCE & DEGRADABILITY : NO TEST DATA AVAILABLE – PERMANGANATE IS EXPECTED TO HAVE A LOW ESTIMATED LIFETIME AS IT IS READILY CONVERTED TO INSOLUBLE MANGANESE OXIDE BY OXIDIZABLE MATERIALS

BIOACCUMULATIVE POTENTIAL : NO DATA AVAILABLE

MOBILITY IN SOIL : NO TEST DATA AVAILABLE – MATERIAL SOLUBLE IN WATER

OTHER ADVERSE EFFECTS : NO DATA AVAILABLE

SECTION 13 – DISPOSAL CONSIDERATIONS

DISPOSAL METHODS:

[P501]: DISPOSE OF CONTENTS / CONTAINER IN ACCORDANCE WITH LOCAL, REGIONAL, NATIONAL, INTERNATIONAL REGULATIONS. DO NOT RELEASE TO THE ENVIRONMENT. DISPOSE OF IN SEALED CONTAINERS, USING A LICENSED CHEMICAL WASTE HAULER.

FOLLOW ALL LOCAL, STATE AND FEDERAL INFORMATION AND REGULATIONS

SECTION 14 – TRANSPORT INFORMATION

BY ROAD OR RAIL - U.S. D.O.T. REGULATED : YES (X) NO () **RQ: (100 LBS.*)**

IF REGULATED, UN PROPER SHIPPING NAME : POTASSIUM PERMANGANATE **HAZARD CLASS : (5.1)**

UN IDENTIFICATION NO. : (UN1490) **PACKING GROUP : (II)** **LABEL REQUIRED : (OXIDIZER)**

U.S. LISTED MARINE POLLUTANT : YES () NO (X**) **SEVERE U.S. MARINE POLLUTANT: YES () NO (X)**

EMERGENCY RESPONSE GUIDE NO. : (140)

INLAND B/L 25 KG DRUMS : UN1490, POTASSIUM PERMANGANATE, 5.1, PG II – OXIDIZER LABEL

INLAND B/L 150 KG DRUMS : RQ, UN1490, POTASSIUM PERMANGANATE, 5.1, PG II – OXIDIZER LABEL

* A SPILL/RELEASE OF THIS MATERIAL IS REPORTABLE UNDER CERCLA IN THE U.S. WHEN PACKAGED IN A DRUM SIZE THAT MEETS OR EXCEEDS THE REPORTABLE QUANTITY OF 100 LBS. OUR 25 KG DRUM IS NOT A REPORTABLE QUANTITY; OUR 150 KG DRUM IS A REPORTABLE QUANTITY.

**NOTE - MATERIAL MAY BE LABELED BY THE FACTORY IN ACCORDANCE WITH UN GHS & EU CLP LABELING REQUIREMENTS AND CARRIES THE ADDITIONAL TRANSPORT LABEL OF MARINE POLLUTANT. THIS PRODUCT IS NOT CURRENTLY LISTED AS A MARINE POLLUTANT UNDER US DOT 49CFR172.101 APPENDIX B. THE MARINE POLLUTANT LABEL IS PERMITTED TO REMAIN ON THE DRUM UNDER 49CFR172.401(c)(5) AND APPENDIX B TO 49CFR172.101(4) IN TRANSPORT TO OUR CUSTOMERS.

BY SEA - IMDG REGULATED : YES (X) NO () **STOWAGE CATEGORY D**

BY AIR - IATA REGULATED : YES (X) NO () **PKG INSTRUCTION NO. : 2.5kg LTD QTY-Y544; 5kg PASS.-558; 25kg CARGO-562**

SPECIAL PRECAUTIONS : READ SDS AND EMERGENCY RESPONSE GUIDE / PROCEDURES BEFORE HANDLING

PRODUCT : POTASSIUM PERMANGANATE, AWWA

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SECTION 15 – REGULATORY INFORMATION

U.S. TSCA : WE CERTIFY THAT ALL COMPONENTS OF THIS PRODUCT ARE REGISTERED UNDER THE REGULATIONS OF THE TOXIC SUBSTANCES CONTROL ACT.

U.S. SARA TITLE III, SECT. 313 : LISTED (X-AS MANGANESE COMPOUND) NOT LISTED ()

U.S. RCRA HAZARDOUS WASTE : NO () YES () RCRA # : ()
 * WASTE SHOULD BE TESTED TO SEE IF IT MEETS RCRA # D001 / D003 – UNLISTED HAZARDOUS WASTE CHARACTERISTIC OF IGNITABILITY / REACTIVITY; NO SPECIFIC RCRA LISTING UNDER POTASSIUM PERMANAGANATE

U.S. CERCLA : NO () YES (X) RQ (100 LBS.)

U.S. DRUG ENFORCEMENT ADMINISTRATION : LIST II CHEMICAL – POTASSIUM PERMANGANATE – DEA CODE #6579
 NOTE – THIS MATERIAL MAY NOT BE EXPORTED FROM THE U.S. WITHOUT PRIOR PROPER DEA FILING / PERMISSION

U.S. DEPARTMENT OF HOMELAND SECURITY : APPENDIX "A" LISTED CHEMICAL; SCREENING THRESHOLD QUANTITY (STQ) = 400 LBS. FOR COMPLIANCE WITH CHEMICAL FACILITY ANTI-TERRORISM STANDARDS (CFATS) REGULATIONS

U.S. CALIFORNIA PROPOSITION 65 LISTED : YES () NO (X)

SECTION 16 – OTHER INFORMATION

REVISION DATE: MARCH 2, 2015 **PREPARED BY:** EHSA COORDINATOR / UNITED MINERAL & CHEMICAL CORP.

ABBREVIATIONS / ACRONYMS: N/A=NOT APPLICABLE; LEL=LOWER EXPLOSION LIMIT; UEL=UPPER EXPLOSION LIMIT; PEL=PERMISSIBLE EXPOSURE LIMIT; TLV=THRESHOLD LIMIT VALUE; TWA=TIME WEIGHTED AVERAGE OVER 8 HOUR WORKDAY; LD₅₀ OR LC₅₀=LETHAL DOSE OR LETHAL CONCENTRATION THAT KILLS 50% OF DOSED GROUP; g=GRAM; kg=KILOGRAM; PPM=PARTS PER MILLION

IN ACCORDANCE WITH GOOD PRACTICES OF PERSONAL HYGIENE, HANDLE WITH DUE CARE AND AVOID ANY UNNECESSARY CONTACT WITH THIS PRODUCT. USE RECOMMENDED PERSONAL PROTECTION WHEN HANDLING (SEE SECTION 8).

THIS INFORMATION IS BEING SUPPLIED TO YOU UNDER OSHA "RIGHT TO KNOW" REGULATION 29 CFR 1910.1200 AND IS OFFERED IN GOOD FAITH AS TYPICAL VALUES AND NOT AS PRODUCT SPECIFICATION. THE INFORMATION IS BELIEVED TO BE TRUE AND ACCURATE. NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ACCURACY OF THIS DATA, THE HAZARD CONNECTED WITH USE OF THE MATERIAL, OR THE RESULTS TO BE OBTAINED FROM THE USE THEREOF, IS MADE. UNITED MINERAL & CHEMICAL CORPORATION AND ITS SUPPLIERS ASSUME NO RESPONSIBILITY FOR DAMAGE OR INJURY FROM THE USE OF THE PRODUCT DESCRIBED HEREIN.

UNITED MINERAL & CHEMICAL CORPORATION

BRENNTAG

BRENNTAG MID-SOUTH, INC
250 Central Florida Parkway
Orlando, FL 32824
Phone: (407)-857-9310 Fax: (407)-851-3512

CERTIFICATE OF ANALYSIS

SODIUM HYPOCHLORITE SOLUTION

(Bleach)

TANK # 16

CUSTOMER:		LOT NUMBER	
TANKER NUMBER:		BULK [	1841174 525073
If applicable		300 GAL [	] 270887 525073
DATE SHIPPED:		53 GAL [	] 465527 525073
DATE ANALYZED: 03/14/2025		15 GAL [	] 586604 525073
PARAMETERS	ANALYSIS	SPECIFICATIONS	
Sodium Hypochlorite, % by wt.	15.3%	12.5% minimum	
Available Chlorine, Trade %	19%	14.5% minimum	
Available Chlorine, % by wt.	14%	12.0% minimum	
Available Chlorine, grams/liter	179 g/L	145 g/l minimum	
Excess Caustic, grams/liter	6 g/L	2.5 to 12 g/l	
Excess Caustic, % by wt.	0.42 %	0.20 to 1.0%	
Specific Gravity @ 77°F	1.236	1.140 to 1.238	
Color	pass	Greenish-yellow	
Appearance	pass	Clear liquid	
Analyst: <i>S Mihitawi Bleach Operator</i>		Approved: <i>John Warner</i>	

Direct questions concerning certification of this product to personnel at the location marked below.

Orlando, FL (407).857.9310

Format Issue 12/02/08
Revised 04/04/18
Format Approved: J. Warner

All information provided is believed to be accurate and complete. The data provided is representative of the product quality on the date of analysis for the lot number indicated. This certificate of analysis may not include all of the constituents of the product. Persons using this information should make their own determination regarding its suitability for their particular application. This certificate of analysis shall not in any way limit or preclude the operation and effect of the applicable terms and conditions of sale.

SAFETY DATA SHEET

1. Identification

Other means of identification None known.
 Product identifier **SODIUM HYPOCHLORITE 12.5% NSF**
 Recommended use **ALL PROPER AND LEGAL PURPOSES**
 Recommended restrictions None known.
 Manufacturer/Importer/Supplier/Distributor information
 Manufacturer
 Company name Brenntag Mid-South, Inc.
 Address 1405 Highway 136, West
 Henderson, KY 42420
 Telephone 270-830-1222
 E-mail Not available.
 Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Not classified.
 Health hazards Skin corrosion/irritation Category 1
 Serious eye damage/eye irritation Category 1
 Environmental hazards Not classified.
 OSHA defined hazards Not classified.
 Label elements



Signal word **Danger**
 Hazard statement **Causes severe skin burns and eye damage. Causes serious eye damage.**
 Precautionary statement
 Prevention **Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection.**
 Response **If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. If inhaled: Remove person to fresh air and keep comfortable for breathing. Immediately call a poison center/doctor. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.**
 Storage **Store locked up.**
 Disposal **Dispose of contents/container in accordance with local/regional/national/international regulations.**
 Hazard(s) not otherwise classified (HNOC) None known.
 Supplemental information None.

3. Composition/information on ingredients

Mixtures	Chemical name	Common name and synonyms	CAS number	%
	HYPOCHLOROUS ACID, SODIUM SALT (1:1)		7681-52-9	12.5
	Other components below reportable levels			87.5

4. First-aid measures

Inhalation **Move to fresh air. Call a physician if symptoms develop or persist.**

Material name: SODIUM HYPOCHLORITE 12.5% NSF
 841174 Version #: 70 Revision date: 09-27-2023 Issue date: 11-11-2016

Skin contact	Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim under observation. Symptoms may be delayed.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Foam. Powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Prevent entry into waterways, sewer, basements or confined areas. Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. OARS. Workplace Environmental Exposure Level (WEEL) Guide Components	Type	Value
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HYPOCHLOROUS ACID, SODIUM SALT (1:1) (CAS 7681-52-9)	STEL	2 mg/m ³
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Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.
Individual protection measures, such as personal protective equipment	
The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.	
Eye/face protection	Wear safety glasses with side shields (or goggles) and a face shield.
Skin protection	
Hand protection	Wear appropriate chemical resistant gloves.
Other	Wear appropriate chemical resistant clothing.
Respiratory protection	In case of insufficient ventilation, wear suitable respiratory equipment.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance	
Physical state	Liquid.
Form	Liquid.
Color	CLEAR PALE YELLOW
Odor	CHLORINE
Odor threshold	Not available.
pH	> 11.5 - < 13.5
Melting point/freezing point	-3 °F (-19.44 °C)
Initial boiling point and boiling range	212 °F (100 °C) estimated
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	10.06 lbs/gal 1.21 g/ml
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	87.5 % estimated

Specific gravity 1.21

10. Stability and reactivity

Reactivity	Reacts violently with strong acids. This product may react with oxidizing agents.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Contact with incompatible materials. Do not mix with other chemicals.
Incompatible materials	Acids. Oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns.

Symptoms related to the physical, chemical and toxicological characteristics Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.

Information on toxicological effects

Acute toxicity Not known.

Components	Species	Test Results
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HYPOCHLOROUS ACID, SODIUM SALT (1:1) (CAS 7681-52-9)

Acute

Oral LD50	Rat	8.91 g/kg
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Skin corrosion/irritation Causes severe skin burns and eye damage.

Serious eye damage/eye irritation Causes serious eye damage.

Respiratory or skin sensitization

Respiratory sensitization Due to partial or complete lack of data the classification is not possible.

Skin sensitization Due to partial or complete lack of data the classification is not possible.

Germ cell mutagenicity Due to partial or complete lack of data the classification is not possible.

Carcinogenicity Due to partial or complete lack of data the classification is not possible.

IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity Due to partial or complete lack of data the classification is not possible.

Specific target organ toxicity - single exposure Due to partial or complete lack of data the classification is not possible.

Specific target organ toxicity - repeated exposure Due to partial or complete lack of data the classification is not possible.

Aspiration hazard Due to partial or complete lack of data the classification is not possible.

Chronic effects Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Components	Species		Test Results
HYPOCHLOROUS ACID, SODIUM SALT (1:1) (CAS 7681-52-9)			
Aquatic			
Acute	EC50	Water flea (<i>Ceriodaphnia dubia</i>)	>= 0.11 - <= 0.13 mg/l, 24 hours
		Crustacea	Calanoid copepod (<i>Acartia tonsa</i>)
Fish	LC50	Coon stripe shrimp (<i>Pandalus danae</i>)	>= 0.246 - <= 0.333 mg/l, 96 hours
		Daggerblade grass shrimp (<i>Palaemonetes pugio</i>)	>= 46 - <= 58.8 mg/l, 96 hours
		Opossum shrimp (<i>Americamysis bahia</i>)	>= 0.229 - <= 0.321 mg/l, 96 hours
		Rotifer (<i>Brachionus calyciflorus</i>)	>= 0.35 - <= 0.39 mg/l, 24 hours
		Scud (<i>Hyaella azteca</i>)	>= 0.252 - <= 0.362 mg/l, 96 hours
		Water flea (<i>Ceriodaphnia dubia</i>)	0.14 mg/l, 24 hours
		Water flea (<i>Daphnia magna</i>)	>= 0.045 - <= 0.068 mg/l, 48 hours
		Bleak (<i>Alburnus alburnus</i>)	>= 30 - <= 35 mg/l, 96 hours
		Brown trout (<i>Salmo trutta</i>)	>= 0.02 - <= 0.05 mg/l, 1.5 hours
		California grunion (<i>Leuresthes tenuis</i>)	0.139 mg/l, 24 hours
	LC50	Carp (<i>Cyprinus carpio</i>)	>= 1.75 - <= 1.89 mg/l, 160 minutes
		Channel catfish (<i>Ictalurus punctatus</i>)	0.45 mg/l, 96 hours
		Coho salmon, silver salmon (<i>Oncorhynchus kisutch</i>)	>= 0.245 - <= 0.328 mg/l, 15 minutes
		Fathead minnow (<i>Pimephales promelas</i>)	>= 4.4 - <= 7.1 mg/l, 24 hours
		Freshwater drum (<i>Aplodinotus grunniens</i>)	>= 1.67 - <= 1.83 mg/l, 160 minutes
		Rainbow trout, donaldson trout (<i>Oncorhynchus mykiss</i>)	>= 0.05 - <= 0.071 mg/l, 96 hours
			> 0.03 - < 0.07 mg/l, 96 hours
		Shiner perch (<i>Cymatogaster aggregata</i>)	>= 0.045 - <= 0.098 mg/l, 96 hours
		Yellow perch (<i>Perca flavescens</i>)	>= 18 - <= 28.7 mg/l, 15 minutes
		Yellowtail flounder (<i>Pleuronectes ferrugineus</i>)	0.1 mg/l, 24 hours
Persistence and degradability		No data is available on the degradability of this product.	
Bioaccumulative potential		No data available.	
Mobility in soil		No data available.	
Other adverse effects		No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.	

13. Disposal considerations

Disposal instructions	Dispose of this material and its container to hazardous or special waste collection point. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	D002: Waste Corrosive material [pH ≤2 or ≥12.5, or corrosive to steel] The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal Instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTIONS MARINE POLLUTANT (SODIUM HYPOCHLORITE) RQ
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

Transport information on packaging may be different from that listed. Transportation information on packaging may be different from that listed.

DOT



General information

IMDG Regulated Marine Pollutant.

15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Toxic Substances Control Act (TSCA)

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

HYPOCHLOROUS ACID, SODIUM SALT (1:1) Listed.
(CAS 7681-52-9)

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical

Yes

Classified hazard categories

Skin corrosion or irritation
Serious eye damage or eye irritation

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA)

Not regulated.

US state regulations

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Industrial Chemicals (AICIS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	11-11-2016
Revision date	09-27-2023
Version #	70
HMIS® ratings	Health: 3 Flammability: 0 Physical hazard: 0
NFPA ratings	Health: 3 Flammability: 0 Instability: 0

Disclaimer

While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 04/10/2025	Date Requested: 04/24/2025
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other	Chemrite Incorporated Potassium Permanganate

RECOMMENDATION:

Mark Hall, Director of Utility Operations requests an Ordinance from the City of Ashland, Kentucky, authorizing Chuck D. Charles, to enter into an agreement with Chemrite Incorporated 5202 Belle Wood Court, STE 104 Buford, GA 30518, for the purchase of Potassium Permanganate for one year, Divisions of Water Production and Wastewater Treatment, Department of Utility Operations.

DISCUSSION:

Results from the bid on March 20th, 2025-
Potassium Permanganate - \$2.12 per pound

FISCAL IMPACT:

Last year's price was –
Potassium Permanganate - \$3.17 per pound. A decrease of – 33.123%

All Low bids were accepted.

**Reviewed by
Finance Director:** _____

**Reviewed by
Legal:** _____

ALTERNATIVES:

Prepared by:

Teena Rucker

Teena Rucker

Recommended by:

Mark Hall
Mark Hall

Approved by:

City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH CHEMRITE, INCORPORATED FOR THE PURCHASE OF POTASSIUM PERMANGANATE AT A PRICE OF \$2.12 PER POUND FOR THE DEPARTMENT OF UTILITIES, DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor, be and he is hereby authorized and directed to execute a contract between the City of Ashland, Kentucky and Chemrite, Incorporated, 5202 Belle Wood Court, Suite 104, Buford, GA, for the purchase of potassium permanganate in accordance with the bid of the company in an amount not to exceed those set forth in the attached contract. A copy of said contract is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: MARK HALL, DIRECTOR OF UTILITIES
\\ORDINANCE\Chemical.Chemrite

**PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER
PRODUCTION AND WASTEWATER TREATMENT, DEPARTMENT OF
UTILITY OPERATIONS.**

THIS CONTRACT made and entered into this ____ day of _____, 2025, by and between the **CITY OF ASHLAND, KENTUCKY**, a Municipal Corporation, hereinafter known as the **CITY**, acting by and through its Mayor, Chuck D. Charles, duly authorized thereunto, and **CHEMRITE, INCORPRATED, 5202 Belle Wood Court, STE 104, Buford, GA 30518**, party of the second part, hereinafter known as the **COMPANY**.

WITNESSETH: That for and in consideration of the unit prices as listed on the bid form attached hereto to be paid by the **CITY** to the **COMPANY** as hereinafter contained and set forth, and in further consideration of the mutual covenants and agreements hereinafter contained and set forth, the **COMPANY** has agreed and does by these presents, hereby covenant, agree and bind itself to furnish and perform to and for the **CITY** all necessary supervision, labor, material, tools, equipment, (except as specified), services and all facilities required for the completion of this Contract for the City of Ashland, Department of Engineering and Utilities, all in accordance with the Bid of the **COMPANY** dated **MARCH 20, 2025**. Said specifications and Bid Form are attached hereto and made part of this Contract to all intents and purposes as though set out at length in words and figures herein.

COMPANY shall indemnify and hold the **CITY** harmless from any claim or cause of action arising out of **COMPANY'S** performance for the duration of this contract, and further, **COMPANY** assumes all costs of defending the **CITY** against any claims asserted, including attorney's fees.

PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, FOR THE DEPARTMENT OF UTILITY OPERATIONS.

COMPANY agrees to obtain and maintain in force at all times sufficient liability insurance to cover claims against the **CITY** and naming the **CITY** as an additional insured party. Further, **COMPANY** shall provide the **CITY** with evidence of insurance.

IN TESTIMONY OF ALL WHICH, the said **CITY** has caused its Corporate Name to be affixed by Chuck D. Charles, attested by Susan Maddix, City Clerk and its Corporate Seal to be hereunto affixed, and the **COMPANY** has caused its Corporate name to be hereunto subscribed in duplicate original copies, each party taking a copy, this the day and date first written. This contract will become effective May 1, 2025, and shall terminate on April 30, 2026.

CITY OF ASHLAND, KENTUCKY

BY _____
CHUCK D. CHARLES, MAYOR

ATTEST:

SUSAN MADDIX, CITY CLERK

CHEMRITE, CORPORATED

BY _____

TITLE _____

DATE _____

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.
ALL BILLING MUST REFLECT THESE UNITS OF MEASURE.

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. Peracide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
LIQUID CAUSTIC SODA	60,000 GAL. 25%	\$ _____ / gal.	\$ _____		
ACTIVATED CARBON	(Price by Super Sack)	\$ 1.52 / lb.	\$ 1368.00 per SS 3 SS min order		
HYDROFLUOSILICIC ACID	24,000 GAL. - 1,000- 1,100 Gal. Bulk	\$ _____ / gal.	\$ _____		
LIQUID POLYMER SEWER PLANT	3000 GALLONS	\$ _____ / gal.	\$ _____		
POTASSIUM PERMANGANATE	26,000 LBS	\$ 2.12 / lb.	\$ 55,120.00		
ALUMINUM SULFATE (Liquid)	55,000 Gallons Bulk by Truck	\$ _____ / gal.	\$ _____		

Name of Bidder: Chemrite, Incorporated

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE.

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
POLY-ALUMINUM CHLORIDE (PAC)	110,000 GALLONS	\$ _____ / gal.	\$ _____	_____	_____
SAND	10 TON	\$ _____ / lb.	\$ _____	_____	_____
POLYMER, CATIONIC WATER PLANT	20 TON	\$ _____ / lb.	\$ _____	_____	_____
SODIUM HYPOCHLORITE	64,000 GALLONS	\$ _____ / gal.	\$ _____	_____	_____
LIQUID POLYMER WATER PLANT	3000 GALLONS	\$ _____ / gal.	\$ _____	_____	_____

TOTAL BID AMOUNT \$ 56,488.00

NAME OF BIDDER: Chemrite, Incorporated PHONE NO. 770-271-5576

SIGNATURE:  TITLE: President

PRINT NAME: Aaron Opp DATE: 3-17-25

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE.

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. ParaCide or equal.

*Also with the Peracetic Acid (PAA) you will need to Supply Equipment, Mobilization & Related Services.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
PERACETIC ACID (PAA)	180,000 LBS or APPROX 20000 GALLONS	\$ / lb. \$			
*PAA Equipment Cost		\$			
*PAA Service Cost		\$			
*PAA Total Annual Cost			\$		

Name of Bidder: Chemrite, Incorporated

EXHIBIT 1

BIDDER/VENDOR PRE-QUALIFICATION DISCLOSURE STATEMENT

1. Bidder/Vendor Information

Name: Chemrite, Incorporated

Type of Entity: Corporation

Contact Person: Aaron Opp

Principal Office Address: 5202 Belle Wood Court, STE 104
Buford, GA 30518

Phone Number: 770-271-5576

E-mail Address for Contact Person: orders@chemrite.com

Federal Tax ID#: 58-1825727

If Corporation or Limited Liability
Company, State of Incorporation Georgia

2. Provide a description of your experience with significant projects of your company within the past five (5) years and provide contact information for the owner's representative for all such projects.
see attached

3. Provide documentation from projects during the past five years detailing timeliness of performance, quality of work, extension requests, findings, fines and penalties imposed and payment thereof, including liquidated damages, liens, history of claims for extra work, and contract defaults with explanations of same.

see attached

4. Have you ever failed to complete any job awarded to you? If so, indicate where and why.

only during Covid

5. Have you ever defaulted on a contract? If so, indicate where and why.

only during Covid

6. Has your company had any suspension or revocation of any professional licenses of any director, officer, owner or managerial employee to the extent that any such licensure is necessary to perform the work contemplated by the contract?

No ☒ Yes _____ If yes, explain _____

7. List all directors, officers, project managers and superintendents of your company with names and addresses.

Aaron Opp President 2698 Brindle Ridge Way Buford, GA 30519

8. Has your company been involved in litigation in which it has been named as a defendant or third-party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years? If so, please include copies of all pleadings.

No ☒ Yes _____ If yes, explain _____

9. Has your company been involved in litigation in which it was a Defendant or Third-Party Defendant in an action involving a breach of contract for failure to perform as contracted or within like manner.

No ☒ Yes _____ If yes, explain _____

10. Has your company, any of its high-level management personnel, or any of its owners been convicted of a federal or state criminal offense, including embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property?

No ☒ Yes _____ If yes, explain _____

11. Has your company, any of its high-level management personnel, or any of its owners been convicted of a criminal offense in connection with obtaining, attempting to obtain, and/or performing any public or private contract?

No X Yes _____ If yes, explain _____

12. Has your company, its officers, directors, owners and/or managerial employees been convicted or indicted for any crime within the past five years? This includes previous companies in which current principals of your company or subcontractors were affiliated.

No X Yes _____ If yes, explain _____

13. Has your company had a performance bond canceled or had a claim made on a performance bond over the previous five years?

No X Yes _____ If yes, explain _____

14. Does your company have a written substance abuse program that includes testing and treatment?

No X Yes _____ If yes, please provide a description of the same or a copy of the Table of Contents for that program.

15. Does your company have a written safety and health program that includes, but is not limited to training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures?

No X Yes _____ If yes, please provide a description or copies of the Table of Contents for written job site safety programs and current workers' compensation E-Mod factor.

16. Please list all job site citations received within the past five years from OSHA, KYOSH, DOT and/or EPA. None
17. Please state whether the bidder or any officer, director, or management employees has been debarred or suspended by any federal, state or local government agency within the last five years. None
18. Please list your bank credit reference: Truist
19. Will you, upon request, supply a detailed financial statement and furnish any other financial information that may be required by the City of Ashland?
No _____ Yes X
20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the City of Ashland in verification of the statements made comprising this State of Bidder's Qualifications.

Dated on this 18 day of March, 2025.

Chemrite, Incorporated

NAME OF BIDDER

Aaron Opp

BY

President

TITLE

State of Georgia

County of Hall

Aaron Opp, being duly sworn, deposes and
says that he/she is President of
answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed, sworn to and acknowledged before me this 18 day of March
2025.

Kimberly Miller

NOTARY OF PUBLIC

My commissioner expires: 11-21-27



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Georgia COUNTY OF Hall

Aaron Opp, being first duly sworn, deposes
and says that:

(1) He or She is
President

(OWNER, PARTNER, REPRESENTATIVE OR AGENT)
of Chemrite, Incorporated, the bidder
that has submitted the attached bid;

(2) He or She is fully informed respecting the preparation and contents of
the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents
or representatives, employees or parties in interest, including the affinity has in
any way colluded, conspired, connived or agree, directly or indirectly with any
other Bidder, firm, or person to submit a collusive or sham Bid in connection with
such Contract, or has in any manner, directly or indirectly, sought by agreement
or collusion or communication or conference with any other Bidder, firm, or
person to fix the price or prices in the attached Bid or of any other Bidder, or to fix
any overhead, profit or cost element of the Bid price or the Bid price of any other
Bidder, or to secure through any collusion, conspiracy, connivance or unlawful
agreement any advantage against the City of Ashland or any person interested in
the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and
are not tainted by any collusion, conspiracy, connivance, or unlawful agreement
on the part of the Bidder or any of its agents, representatives, owners,
employees, or parties, including this affiant.

SIGNED

TITLE President

Subscribed and sworn to before me this _____ day of March, of
this year 2025.

Kimberly Miller
(NAME)

Office Assistant
(TITLE)

MY COMMISSION EXPIRES: 11-21-27

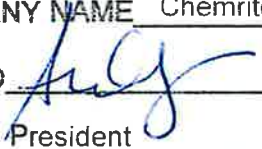


**STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION
REGULATIONS**

The undersigned, as bidder, certifies that he/she and his/her company will not discriminate against any person regarding age, sex, race, religion, national origin, or creed, in accordance with the President's Executive Order Numbers 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods or services called for in these Bid Documents.

The bidder also certifies that they do not and will not maintain or provide for their employees any facilities that are segregated and that they will make positive effort to use small and minority owned businesses in the performance of this contract.

COMPANY NAME Chemrite, Incorporated _____

SIGNED  _____

TITLE President _____

DATE 3-18-25 _____

RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

The Contractor shall indemnify and save harmless the City, the Engineer and sub consultants and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on construction or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for the City's protection.

In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

Chemrite, Incorporated
COMPANY NAME


SIGNED

President

TITLE

3-18-25

DATE

CITY OF ASHLAND

Department of Finance

Occupational License / Net Profit Division

P O. Box 1839, Ashland, KY 41105-1839

Phone No. (606)385-3358, 3359, 3360 Fax No. (606)385-3365

will apply if awarded



www.ashlandky.gov

APPLICATION FOR BUSINESS PRIVILEGE AND OCCUPATIONAL LICENSE FEEPlease answer ALL questions fully.

1. Business or Individual Name: _____

2. Will you have a Physical Location Within Ashland City Limits? Yes _____ No _____

3. Business Location (Within City Limits): _____

4. Business Location (Physical Address): _____

5. Business Mailing Address: _____

6. Telephone Numbers (include area code): Business: _____ Fax: _____

7. E-mail address: _____

8. Ownership: _____ Sole Proprietor _____ Partnership _____ Limited Liability

_____ Corporation _____ S. Corporation _____ Other

9. Name and home address of owner(s), partners, or if a corporation, list Officers and Titles (attach additional pages if necessary):

10. Federal Tax I.D. #: _____ and / or Social Security Number: _____

11. Nature or description of business: _____

12. Do you have subcontractors or any other contract labor? _____ If yes, please attach a detailed listing.

13. Date business started in Ashland: _____ Number of employees working in Ashland: _____

14. Accounting period per Federal Return: _____ Calendar Year _____ Fiscal Year (Month and Date)

15. Contact Information:**Business License & Net Profit Contact**

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Payroll Tax Contact (If Applicable)

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

CONTINUE ON REVERSE SIDE

New License fees shall be prorated as follows for the first year of business only.

Application Month	Fee
January, February, March	\$100.00
April, May, June	\$75.00
July, August, September	\$50.00
October, November, December	\$25.00
Other Fees	
Late Filing Fee	\$50.00
Additional Location Fee	\$10.00

All information contained on this application is necessary for our records and will be held in strict confidence.

Issuance of this City of Ashland Business Privilege License provides a license to conduct business within the City Limits of Ashland only and does not constitute an approval of any location selected for your business. A copy of this application will be provided to the City's Code Enforcement Office, Zoning Office and Fire Inspectors. A Fire Inspector will be in contact with the applicant; however, it shall be the responsibility of the Applicant, upon selection of a physical location for this business, to contact the Fire Inspectors for a premise inspection to ensure the location meets the established codes for public buildings. Any necessary changes or updates needed to meet applicable code shall be completed in a timely manner as determined by the Fire Inspector. Failure to comply with required inspections and obtain necessary permits may result in additional fines and possible closure until such zoning and safety issues are resolved.

I hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief and I agree to the terms set forth above for a physical location in the City of Ashland.

Authorized Signature: _____ Title: _____ Date: _____

Amount of payment enclosed: \$ _____ Check # _____

IF PAYING BY CREDIT CARD, COMPLETE BELOW.					
☐	☐	☐	☐	CREDIT CARD NUMBER	AMOUNT
				EXP. DATE	SEC. CODE
				PRINTED NAME	
SIGNATURE				ZIP CODE	

FOR INTERNAL USE ONLY

Account Number: _____ Assigned By: _____ Date: _____

Zoning / Code Enforcement Approval: _____ Date: _____

Police Chief Approval: _____ Date: _____

Fire Approval: _____ Date: _____

Rev. 1/14/2022



Chemical Treatment, Equipment & Filtration

5802 Belle Wood Court Suite 104 Buford, GA 30518
877.248.0017 ph 770.271.4068 fax
www.chemrite.com

March 18, 2025

City of Ashland
1700 Greenup Ave
Ashland, KY

RE: Affidavit of Compliance for Water Treatment Chemicals

Purchasing:

The Chemicals that Chemrite, Inc. is proposing are compliant with the most current AWWA Standards and are NSF60 certified. The NSF60 certifications are included in this bid.

If you have any questions, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'A. Opp', is written over the printed name.

Aaron Opp
President



5202 Belle Wood Court, Suite 104, Buford, GA 30518
877 248 0017 ph 770 271 4068 fax
www.chemrite.com

Confidential

Gadsden Water
625 Alberts Rains Blvd
Gadsden, AL 35902
Michael Brookins – 256-312-7465
mbrookins@gadsdenwater.org

Town of Cohasset
339 King St
Cohasset, MA 02025
Chris – 781-383-0057
cclark@woodardcurran.com

City of Danville
279 Park Avenue
Danville, VA 24541 United States
Steve – 434-799-6473
purchasing@danvilleva.gov

Lee County
16003 Airport Haul Rd
Fort Myers, FL 33913
James Ingram – 239-533-3800
jingram2@leegov.com

Metro Gov't of Nashville, Water & Sewer
K.R. Harrington WTP
3181 Heartland Drive
Nashville, TN 37210
Clay Hill 615-862-7248
Clay.hill@nashville.gov

Collier County Water Plant
3851 City Gate Drive
Naples, FL 34117
Gary Newcomer – 239-252-6255
Gary.newcomer@colliercountyfl.gov



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, March 18, 2025** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=Chemrite+&TradeName=K%2DOx+&>

Company=Chemrite+&TradeName=K%2DOx+&

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Chemrite, Inc.

5202 Belle Wood Court

Suite 104

Buford, GA 30518

United States

877-828-1652

770-271-5578

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

Facility : # 10

Potassium Permanganate[PO]

Trade Designation

K-Ox

Product Function

Oxidant

Max Use

50mg/L

[PO] The finished drinking water shall be monitored to ensure that levels of manganese

do not exceed 0.05 mg/L.

Number of matching Manufacturers is 1

Number of matching Products is 1

Processing time was 0 seconds

SAFETY DATA SHEET

1. Identification

Product identifier: **K-06 Potassium Permanganate**

Trade name(s) of identified use:

SDS number:

Recommended use: Potassium Permanganate is an oxidizing agent used for various chemical reactions.

Restrictions on use:

Manufacturer/importer/Supplier/ Distributor information:

Company name:

Address:

Telephone:

E-mail:

Website:

Emergency Telephone:

2. Hazard(s) identification

Physical hazards:

Health hazards:

Environmental hazards:

OSHA (GHS) hazard labels:

Label elements:

Signal word:

Hazard statement:

Precautionary statement:

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3. Composition/information on ingredients

Substances:

Chemical name:

Common name and synonyms:

CAS number:

Percentage:

Composition/information:

Composition/information:

Composition/information:

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Composition/information:

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K 03 polska, miedziowy kruszec

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

mmcl 312 432720 c/s	Delayed Hazard	Yes
	Explosive Hazard	Yes
	Reactive Hazard	No
	Extremely Hazard	Yes

SARA 302 Extremely hazardous substances

74271228

SARA 311/112 Hazardous chemicals

55423183 (774) Proprietary

Chemical name	CAS number	% by wt.
Potassium permanganate	7727-64-7	> 37.5

12. Ecological information

Received from 15707017 11/10/2011

16. Other information, including date of preparation or last revision	
Issue date	7 th January 2013
Revision date	18 May 17
Version #	02
Further information	HVAF-001-3-10-3 stored under HVAF-001-3-10-3-01 file 9-124

[illegible]



List of abbreviations

GHS Globally Harmonized System of Classification and Labeling of Hazardous Properties of Chemicals
 MSD Material Safety Data Sheet
 LD50 Lethal Dose 50%
 LC50 Lethal Concentration 50%
 MSDS Material Safety Data Sheet
 OX Oxidation
 OX2 Oxidation 2
 OX3 Oxidation 3

References

MSDS Hazardous Substances Data Bank
 Registry of Toxic Effects of Chemical Substances (RTECS)
 IARC Monographs: Overall Evaluation of Carcinogenicity
 National Toxicology Program's International Chemical Safety
 Agency Database (NTP) and Division of Biological Services (DBS)

Disclaimer

The information contained herein is accurate to the best of our knowledge. However, data safety standards and government regulations are subject to change and therefore, buyers and users should verify that they are aware of the latest data and regulations. No warranty is made for any use of the product. CHEMITE INC. DISCLAIMS ALL LIABILITY FOR ANY USE OF THE INFORMATION INCLUDED HEREIN. CHEMITE INC. MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PRODUCT DESCRIBED HEREIN. All customers, handling, storage and use of the product are subject to the terms and conditions of the product and shall be the sole responsibility of the customer or user of the product.

This SDS contains revisions in the following sections:

The safety data sheet contains revisions in the following sections:



ACTIVATED CARBON
& SERVICES

DATASHEET

COL-PL800 (-325 mesh)

LIQUID PHASE POWDER ACTIVATED CARBON

COL-PL800 is a powdered activated carbon manufactured from select grades of high-quality material and pulverized to a mesh size that provides high capacity and rapid adsorption rates to remove both low and high molecular weight impurities. COL-PL800 is specifically designed for industrial waste water treatment applications, municipal waste water and drinking water treatment and removal of unwanted tastes and odors. COL-PL800 meets AWWA standard B 600, NSF 61 and ASTM test methods.



SPECIFICATIONS	COL-PL800	TEST METHOD
Iodine Number, min.	800 mg/g	ASTM D-4607
Total Ash, max.	12%	ASTM D-2866
Apparent Density	0.50 ± 0.04 g/cc	ASTM D-2854
Moisture as packed, max.	7%	ASTM D-2167
Particle Size	-325 US Mesh	ASTM D-4571

ASTM D-4571 (min.)

-100 Mesh (min.)	99.0 Min.
-20 Mesh (min.)	95.0 Min.
-30 Mesh (min.)	90.0 Min.



APPLICATIONS

Used for removal of wide range of organic impurities, municipal waste water, drinking water and industrial waste water treatment applications and removing tastes and odors.

ACTIVATION METHOD

High-temperature steam

STANDARD PACKAGING

- 50 lb. or 27.5 lb. polyline polypropylene bags
- 200 to 220 lb. fiberdrums
- 1100 lb. supersacks

This information is offered solely for your consideration and verification. It has been gathered from reference materials and/or test procedures and is believed to be true and accurate. None of this information shall be constituting a warranty or representation, expressed or implied, for which we assume legal responsibility or that the information or goods described is fit for any particular use either alone or in combination with other goods or processes.





Carbon Energy Corp.
10000 10th Ave. S. Suite 100
Edmonton, Alberta T6C 1A4

Safety Data Sheet

Prepared in accordance with the United States Hazard Communication Standard 29 CFR 155.1001

SECTION I

DATE MANUFACTURED	August 17, 2004 10000 10th Ave. S. Suite 100 Edmonton, Alberta T6C 1A4
EMERGENCY	24HOURS
PRODUCT IDENTIFICATION	10000 10th Ave. S. Suite 100 Edmonton, Alberta T6C 1A4
CHEMICAL NAME	10000 10th Ave. S. Suite 100
CHEMICAL FORMULA	10000 10th Ave. S. Suite 100
SYNONYMS	10000 10th Ave. S. Suite 100

SECTION II

HAZARDOUS IDENTIFICATION	
OSHA Regulatory Status	10000 10th Ave. S. Suite 100
Health Effects	10000 10th Ave. S. Suite 100
ENVIRONMENTAL	10000 10th Ave. S. Suite 100
FLAMMABILITY	10000 10th Ave. S. Suite 100
REACTIVITY	10000 10th Ave. S. Suite 100
PHYSICAL	10000 10th Ave. S. Suite 100
SAFETY CLASSIFICATION	10000 10th Ave. S. Suite 100
HAZARD SYMBOL	10000 10th Ave. S. Suite 100
HAZARD STATEMENT	10000 10th Ave. S. Suite 100
PRECAUTIONARY STATEMENT	10000 10th Ave. S. Suite 100
ENVIRONMENTAL STATEMENT	10000 10th Ave. S. Suite 100

SECTION IV

EMERGENCY FIRST AID MEASURES	10000 10th Ave. S. Suite 100
HAZARD IDENTIFICATION	10000 10th Ave. S. Suite 100
HAZARD STATEMENT	10000 10th Ave. S. Suite 100
PRECAUTIONARY STATEMENT	10000 10th Ave. S. Suite 100
ENVIRONMENTAL STATEMENT	10000 10th Ave. S. Suite 100
HAZARD IDENTIFICATION	10000 10th Ave. S. Suite 100
HAZARD STATEMENT	10000 10th Ave. S. Suite 100
PRECAUTIONARY STATEMENT	10000 10th Ave. S. Suite 100
ENVIRONMENTAL STATEMENT	10000 10th Ave. S. Suite 100

SECTION V

FIRE & EXPLOSION DATA	10000 10th Ave. S. Suite 100
HAZARD IDENTIFICATION	10000 10th Ave. S. Suite 100
HAZARD STATEMENT	10000 10th Ave. S. Suite 100
PRECAUTIONARY STATEMENT	10000 10th Ave. S. Suite 100
ENVIRONMENTAL STATEMENT	10000 10th Ave. S. Suite 100

PRECAUTIONARY STATEMENTS

Precaution	10000 10th Ave. S. Suite 100
Precaution	10000 10th Ave. S. Suite 100
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SECTION III

INGREDIENTS	10000 10th Ave. S. Suite 100
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SECTION VI

HAZARD IDENTIFICATION	10000 10th Ave. S. Suite 100
HAZARD STATEMENT	10000 10th Ave. S. Suite 100
PRECAUTIONARY STATEMENT	10000 10th Ave. S. Suite 100
ENVIRONMENTAL STATEMENT	10000 10th Ave. S. Suite 100
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ENVIRONMENTAL STATEMENT	10000 10th Ave. S. Suite 100

SECTION VII

HAZARD IDENTIFICATION	10000 10th Ave. S. Suite 100
HAZARD STATEMENT	10000 10th Ave. S. Suite 100
PRECAUTIONARY STATEMENT	10000 10th Ave. S. Suite 100
ENVIRONMENTAL STATEMENT	10000 10th Ave. S. Suite 100
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ENVIRONMENTAL STATEMENT	10000 10th Ave. S. Suite 100

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SECTION XII	
DEMOGRAPHIC INFORMATION	
Year of birth	Year of immigration to the United States
Sex	Marital status (married, divorced, widowed, single)
Marital status (married, divorced, widowed, single)	Age of spouse (if married) (I_{12})
Number of children	Age of youngest child (I_{13})
Number of children under 18	Age of youngest child under 18 (I_{14})
Number of children 18 or over	Age of youngest child 18 or over (I_{15})
Age of oldest child	Age of oldest child (I_{16})

[illegible]

SECTION AIV	
GRANDSCHILDREN INFORMATION:	
1. Grandson: Name, date of birth, address, sex, age, etc. (include birth date) 2. Granddaughter: Name, date of birth, address, sex, age, etc. (include birth date) 3. Grandson: Name, date of birth, address, sex, age, etc. (include birth date) 4. Granddaughter: Name, date of birth, address, sex, age, etc. (include birth date) 5. Grandson: Name, date of birth, address, sex, age, etc. (include birth date) 6. Granddaughter: Name, date of birth, address, sex, age, etc. (include birth date) 7. Grandson: Name, date of birth, address, sex, age, etc. (include birth date) 8. Granddaughter: Name, date of birth, address, sex, age, etc. (include birth date) 9. Grandson: Name, date of birth, address, sex, age, etc. (include birth date) 10. Granddaughter: Name, date of birth, address, sex, age, etc. (include birth date)	1. Grandson: Name, date of birth, address, sex, age, etc. (include birth date) 2. Granddaughter: Name, date of birth, address, sex, age, etc. (include birth date) 3. Grandson: Name, date of birth, address, sex, age, etc. (include birth date) 4. Granddaughter: Name, date of birth, address, sex, age, etc. (include birth date) 5. Grandson: Name, date of birth, address, sex, age, etc. (include birth date) 6. Granddaughter: Name, date of birth, address, sex, age, etc. (include birth date) 7. Grandson: Name, date of birth, address, sex, age, etc. (include birth date) 8. Granddaughter: Name, date of birth, address, sex, age, etc. (include birth date) 9. Grandson: Name, date of birth, address, sex, age, etc. (include birth date) 10. Granddaughter: Name, date of birth, address, sex, age, etc. (include birth date)

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 04/10/2025	Date Requested: 04/24/2025
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other Consent	CITCO WATER Aluminum Sulfate, and Sand

RECOMMENDATION:

Mark Hall, Director of Utility Operations requests an Ordinance from the City of Ashland, Kentucky, authorizing Chuck D. Charles, Mayor, to enter into an agreement with Citco Water, 4034 Altizer Ave. Huntington, WV 25705, for the purchase of Aluminum Sulfate, and Sand, for one year, Divisions of Water Production and Wastewater Treatment, Department of Utility Operations

DISCUSSION:

Results from the bid on March 20th, 2025 –
Aluminum Sulfate - \$1.761 per gal.
Sand - \$0.107 per lb.

FISCAL IMPACT:

Last year's price was –
Aluminum Sulfate - \$1.5818 per gal. An increase of – 11.329 %
Sand - \$0.11 per lb. A decrease of – 2.727%

All Low bids were accepted.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Recommended by:

Approved by:

Teena Rucker

Teena Rucker

Mark Hall

City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH CITCO WATER FOR THE PURCHASE OF ALUMINUM SULFATE AT A PRICE OF \$1.761 PER GALLON AND SAND AT A PRICE OF \$0.107 PER POUND FOR THE DEPARTMENT OF UTILITIES, DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor, be and he is hereby authorized and directed to execute a contract between the City of Ashland, Kentucky and CITCO Water, 4034 Altizer Avenue, Huntington, WV, for the purchase of Aluminum Sulfate and Sand in accordance with the bid of the company in an amount not to exceed those prices set forth in the attached contract. A copy of said contract is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: MARK HALL
DIRECTOR OF UTILITY OPERATIONS

**PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER
PRODUCTION AND WASTEWATER TREATMENT, DEPARTMENT OF
UTILITY OPERATIONS.**

THIS CONTRACT made and entered into this _____ day of _____, 2025, by and between the **CITY OF ASHLAND, KENTUCKY**, a Municipal Corporation, hereinafter known as the **CITY**, acting by and through its Mayor, Chuck D. Charles, duly authorized thereunto, and **CITCO WATER, 4034 ALTIZER, HUNTINGTON, WV 25705**, party of the second part, hereinafter known as the **COMPANY**.

W I T N E S S E T H: That for and in consideration of the unit prices as listed on the bid form attached hereto to be paid by the **CITY** to the **COMPANY** as hereinafter contained and set forth, and in further consideration of the mutual covenants and agreements hereinafter contained and set forth, the **COMPANY** has agreed and does by these presents, hereby covenant, agree and bind itself to furnish and perform to and for the **CITY** all necessary supervision, labor, material, tools, equipment, (except as specified), services and all facilities required for the completion of this Contract for the City of Ashland, Department of Engineering and Utilities, all in accordance with the Bid of the **COMPANY** dated **MARCH 20, 2025**. Said specifications and Bid Form are attached hereto and made part of this Contract to all intents and purposes as though set out at length in words and figures herein.

COMPANY shall indemnify and hold the **CITY** harmless from any claim or cause of action arising out of **COMPANY'S** performance for the duration of this contract, and further, **COMPANY** assumes all costs of defending the **CITY** against any claims asserted, including attorney's fees.

PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, FOR THE DEPARTMENT OF UTILITY OPERATIONS.

COMPANY agrees to obtain and maintain in force at all times sufficient liability insurance to cover claims against the **CITY** and naming the **CITY** as an additional insured party. Further, **COMPANY** shall provide the **CITY** with evidence of insurance.

IN TESTIMONY OF ALL WHICH, the said **CITY** has caused its Corporate Name to be affixed by Chuck D. Charles, attested by Susan Maddix, City Clerk and its Corporate Seal to be hereunto affixed, and the **COMPANY** has caused its Corporate name to be hereunto subscribed in duplicate original copies, each party taking a copy, this the day and date first written. This contract will become effective May 1, 2025, and shall terminate on April 30, 2026.

CITY OF ASHLAND, KENTUCKY

BY _____
CHUCK D. CHARLES, MAYOR

ATTEST:

SUSAN MADDIX, CITY CLERK

CITCO WATER

BY _____

TITLE _____

DATE _____

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE.

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. Peracide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
LIQUID CAUSTIC SODA	60,000 GAL. 25%	\$ 28,714 / gal.	\$ 166,440. ⁰⁰	NA	NA
PERACETIC ACID	180,000 LBS or APPROX 20000 GALLONS	NO Bid / lb.	\$		
ACTIVATED CARBON	(Price by Super Sack)	\$ 1,240. ⁰⁰ / lb.	\$	NA	NA
HYDROFLUOSILICIC ACID	24,000 GAL. - 1,000-1,100 Gal. Bulk	\$ 3.90 / gal.	\$ 93,600. ⁰⁰	NA	NA
LIQUID POLYMER SEWER PLANT	3000 GALLONS	\$ NO Bid / gal.	\$		
POTASSIUM PERMANGANATE	26,000 LBS	\$ 5.90 / lb.	\$ 153,400. ⁰⁰	NA	NA
ALUMINUM SULFATE (Liquid)	55,000 Gallons Bulk by Truck	\$ 1.761 / gal.	\$ 96,855. ⁰⁰	NA	NA

Name of Bidder: CITCO Water (Jesse Chula) Carbon Lead time:

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. Peracide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
POLY-ALUMINUM CHLORIDE (PAC)	110,000 GALLONS	\$ <u>2.978</u> / gal.	\$ <u>327,580.00</u>	<u>NA</u>	<u>NA</u>
SAND	10 TON	\$ <u>0.107</u> / lb.	\$ <u>2,140.00</u>	<u>NA</u>	<u>NA</u>
POLYMER, CATIONIC WATER PLANT	20 TON	\$ <u>NO B.O.D.</u> / lb.	<u> </u>	<u> </u>	<u> </u>
SODIUM HYPOCHLORITE	64,000 GALLONS	\$ <u>2.360</u> / gal.	\$ <u>151,040.00</u>	<u>NA</u>	<u>NA</u>
LIQUID POLYMER WATER PLANT	3000 GALLONS	\$ <u>NO B.O.D.</u> / gal.	<u> </u>	<u> </u>	<u> </u>

TOTAL BID AMOUNT \$

NAME OF BIDDER: CITEO Water PHONE NO. 859-8815422
 SIGNATURE: Jesse Chula TITLE: Director of Marketing
 PRINT NAME: Jesse Chula DATE: 3/18/2025

**SPECIFICATIONS - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND DIVISION OF WASTEWATER TREATMENT.**

LIQUID CAUSTIC SODA 25% - WATER TREATMENT

A. REQUIREMENTS

1. Caustic soda shall be of such clarity as to permit the reading of flow measuring devices without difficulty.
2. Temperature not to exceed 180° F. delivered.
Regular grade
Sodium Hydroxide (NaOH) minimum 49.5%
Sodium Oxide (Na₂O) minimum 38.4%
Other Material shall meet Food Chemical Codex grade requirements.
3. Shipments shall be made by tank trucks of stainless steel or of suitable material that will not be attacked by the contents of the liquid and shall not contain substances that will impair the usefulness or the material in treating municipal water supplies. **All truck shipments require a tri-axle or small tanker truck to be able to access the bulk tank gate.**
4. Shipments shall be made in tank trucks with a minimum capacity of 3,200 (three thousand two hundred) gallons. Weight certificates shall be supplied by both supplier and truck company. Shipments shall comply with Interstate Commerce Commission Regulations for markings. Shipments shall be delivered at the hours stated by the Director of Engineering and Utilities.
5. Liquid Caustic Soda to be furnished shall meet American Water Works Association Specification No. B 501-88. The manufacturer's affidavit of compliance shall be submitted with the bid.
6. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed

PERACETIC ACID-SEWAGE TREATMENT

1. Must be a 15% solution.
2. Must be shipped in 3,000 lb. totes.
3. Must provide equipment such as two 330-gallon Tote Containment Units PAK735 with dual tote manifold, or equivalent equipment prior to first delivery.
4. Estimated annual consumption is 20,000 gallons.
5. *Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

POWDERED ACTIVATED CARBON - WATER TREATMENT

A. REQUIREMENTS

1. The PAC is preferred to be a wood or coconut shell-based material that is chemically activated using phosphoric acid and/or by steam.
2. The PAC is to be a fine powder having:
3. A minimum 99% shall pass through a U.S. Standard Sieve #100.
4. A minimum 95% shall pass through a U.S. Standard Sieve #200.
5. A minimum 90% shall pass through a U.S. Standard Sieve #325.
6. PAC must meet ANSI/AWWA-B600-90 or newer standards.
7. PAC must meet NSF/ANSI Standard 61 Drinking Water System Components—Health Effects. The bidder shall supply a certification letter with the bid.
8. Iodine #800 mg/g minimum. The number shall be determined in accordance with ASTM Method D4607.
9. Bulk density of the PAC shall not be less than 0.2 g/cc (12.5 lb. /cu. ft.) nor greater than 0.5 g/cc (31.2 lb. /cu. ft.).
10. Moisture 8% maximum.
11. PAC shall have an ash content of less than 10%. Include on bid the typical ash content of the product submitted. The ash content will be used to evaluate the pricing of the different products bid.
12. Affidavits of compliance shall be furnished with the bid submitted.
13. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

THE FOLLOWING ITEMS MUST BE INCLUDED WITH BID SUBMITTED

1. BASE MATERIAL AND THE ACTIVATION PROCESS
AND THE SPECIFIC ASH CONTENT OF THE PRODUCT SUBMITTED
2. IODINE NUMBER
3. BULK DENSITY RANGE
4. PARTICLE SIZE THROUGH SIEVES
5. CERTIFICATION LETTER WITH THE BID
6. AFFIDAVITS OF COMPLIANCE SHALL BE FURNISHED WITH THE BID SUBMITTED.
7. GIVE LEAD TIME IN DAYS FOR ORDERS TO BE DELIVRED TO OUR FACILITY.

HYDROFLUOSILICIC ACID - WATER TREATMENT

A. REQUIREMENTS

1. Hydrofluosilicic Acid shall meet the following maximum and minimum chemical percentages by weight:

Hydrofluosilicic acid	H ₂ SiF ₆	23.0 minimum
Arsenic	AS	0.025 max.
Antimony	Sb	0.005 max.
Lead	Pb	0.01 max.
Iodine	I	0.025 max.
Organic mineral		Nil

Commercial strength shall be 23-27 percent H₂SiF₆.

Odor shall be sufficient to identify type of material in use.

2. Hydrofluosilicic Acid shall be delivered bulk in 1,000-1,100 gallons (2" female coupling) with packaging and shipping conforming to current Interstate Commerce Commission Regulations. Delivery must be 1 -2 weeks maximum. Hydrofluosilicic Acid shall meet and conform to American Water Works Association Specification B703-89. A dependable source of supply shall be a contributing factor in the award of the bid. Manufacturer's affidavit of compliance shall be submitted with the bid.

PH of 1% solution shall be 1.2

Density of a 25% solution shall be 10.3 lb./gal/

LIQUID POLYMER FLOCCULENT - SEWAGE TREATMENT

A. REQUIREMENTS

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Wastewater Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

POTASSIUM PERMANGANATE FOR WATER AND SEWAGE TREATMENT

A. REQUIREMENTS

1. Potassium Permanganate shall be of a material meeting American Water Works Association Specification B 603-88.

2. Potassium Permanganate (K_2MnO_4) shall consist of dark purple or bronze-like rhombic crystals. The free-flowing grade desired may have some other color (commonly grayish hue) from the free-flowing additive.

Specific Gravity 2.7

Bulk Density 90-100 pounds per cubic foot

Solubility in distilled water at 0°C Centigrade - 2.5%, at 25°C Centigrade 7.8% and 50% at 100°C

Grade Desired - Free Flowing

3. The manufacturer or vendor shall provide an affidavit of compliance that the material furnished complies with all applicable requirements of this standard.

4. The material supplied shall contain no impurities, organic or inorganic - that will produce ill effects on the health of consumers. Should the material supplied not meet the chemical or physical requirements of this standard, notice shall be given to the vendor within the thirty (30) days after receipt of the material. Vendor shall then remove the product from the premises and shall make full bid price restoration within thirty (30) days to the City of Ashland. Liquidated damages may also be assessed.

5. Physical Requirements of the material include the following. The free-flowing grade shall not form lumps in the package that cannot be easily broken up by rubbing between the fingers with minimal pressure and shall have no other characteristics that will prevent its use in dry -type feeders. No more than fifteen percent (15%) by weight shall pass through a 200-mesh screen and no more than twenty percent (20%) by weight shall be retained on a 40-mesh screen.

6. Chemical requirements of the K_2MnO_4 in the material furnished shall not be less than ninety-seven percent (97%) by weight.

7. Material shall be shipped in non-returnable 50-lb. - 60-lb. containers.

8. Each container shall be marked and identified as to product, grade, assay, net weight, name of manufacturer and brand name of material lot number of the manufacturer and all markings shall conform to Interstate Commerce Commission regulations in effect at the time of delivery.
Delivery shall be on trucks with hydraulic tailgates.

9. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID ALUMINUM SULFATE -WATER TREATMENT

A. REQUIREMENTS

1. Liquid Aluminum Sulfate shall meet the following maximum and minimum chemical specifications:

Specific Gravity @ 60F: 1.33 min.

Baume scale density @ 60F: 36

Basicity: 2.0

% Aluminum Oxide (Al_2O_3): 8.0 min.

Iron content (ppm): 13

% Insoluble: nil

Grade: The liquid aluminum sulfate shall be a "commercial grade" meeting the above description. It shall conform to the requirements of AWWA B403-03 regulation and these specifications.

2. Delivery: Shipments of liquid aluminum sulfate shall comply with applicable DOT regulations for marking. Any evidence of contamination or failure to meet product specification shall be cause for rejection of delivery. Delivery shall be a maximum of 4,500 gallons and delivered via 2" diameter pipe w/female coupling, (plant has male coupling).

POLY-ALUMINUM CHLORIDE (PAC) – WATER TREATMENT

A. REQUIREMENTS

1. Shipping (Delivery) - 4500 gallons by truck, capable of delivering (by pumping) via 2" diameter pipe, w/female coupler. Plant has male connector. Chemical shall be delivered no more than 7 (seven) calendar days after order has been placed. Written notification (emails are acceptable) of order is required from vendor once order is received.
2. Physical Properties:
 - a. PAC shall be in liquid form
 - b. Specific Gravity 1.2 minimum +/- 0.010
 - c. Solubility - 100%
 - d. % Grade - 40% minimum
 - e. Ph - 2 - 2.5 +/- 0.5
 - f. Viscosity - 5 - 250 Centistokes at 25 degrees Celsius
 - g. Stability - will not self polymerize or decompose at normal temperatures
 - h. 12.5 Aluminum Oxide
 - i. 70% Basicity

SAND - WATER TREATMENT

A. Requirements

50 lb. bags of Micro Silica Sand – Grade 65
Shipment in pallets.

POLYMER – WATER TREATMENT

A. Requirements

1. Shipment – 50 lb. bags on pallets, cationic. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

SODIUM HYPOCHLORITE- WATER TREATMENT

A. Requirements

1. 12% Solution - Specific Gravity 1.22
Bulk Shipments, 4500 gallons, 2" female coupling. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID POLYMER FLOCCULENT for WATER TREATMENT Sludge Press

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Water Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

INSURANCE REQUIREMENTS

Each prospective bidder shall carry liability Insurance and Workman's Compensation as regulated by the Federal government for the Chemical Industry. As proof of carriage of the insurance shall be included with the Bid. Insurance shall include a provision automatically reinstating the limits after each accident or claim for damages.

ALL CHEMICAL ITEMS LISTED

The successful manufacturer or distributor shall furnish Water and Sewage Treatment Plant Personnel Material Data and Safety Sheets on all materials furnished under this contract. Material Data and Safety Sheets shall be the latest data available on the product to be furnished.

BILLING REQUIREMENTS

All invoices must be billed in the same measurement that the chemical was originally bid. All original invoices must be mailed to the attention of Finance Department, along with a copy immediately emailed to the Department/Division making the purchase. Below are the phone numbers and emails:

Water Plant at phone # 606-385-3200, bstambaugh@ashlandky.gov

Wastewater Plant at phone # 606-385-3204, jmcfarlin@ashlandky.gov

CITY OF ASHLAND, KENTUCKY, INFORMATION – PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, DEPARTMENT OF PUBLIC SERVICES AND UTILITY OPERATIONS.

The Contractor shall file all notices required by, and comply with, all applicable federal, state, or local laws, ordinances, codes, regulations, and guidelines and shall at his own expense secure and pay the fees or charges for all permits required for the performance of the Contract work.

The Contractor shall be responsible for all damages to persons or property that the work and shall be responsible for the proper care and protection of all work performed until full completion and final acceptance by the City of Ashland. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.

During the performance of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. No officer, employee, or member of the governing body of the City of Ashland who exercises any function or responsibility in connection with the carrying out of this project shall have any private interest, direct or indirect, with this contract.

The City of Ashland shall have the right to inspect the work at all times and at the completion thereof.

**CITY OF ASHLAND, KENTUCKY, INFORMATION – PURCHASE OF BULK
CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND
WASTEWATER TREATMENT, DEPARTMENT OF PUBLIC SERVICES AND
UTILITY OPERATIONS.
CONTINUED**

The work which the Contractor is required to perform under this contract, shall be started within ten (10) days after receipt of written notice. The contractor shall be responsible to the City for all signs, barricades, etc. that belong to the City.

The City of Ashland may terminate this agreement at any time, without liability except for payment of amounts to which it reasonably believes the Contractor is properly entitled. If the City believes, the Contractor has not fully satisfied any of the terms and conditions, no payment shall be made. In the event of such termination, the Contractor shall immediately cease work and shall evacuate the premises without order of any court.

The foregoing specifications shall be made a part of the contract as fully as if written in words or figures therein and shall be made a part of this contract.

Each prospective bidder shall return the entire bid package which includes their bid. All forms within the bid packet must be fully completed. Failure to provide all of the information can result in the bid being considered as non-responsive. In addition, failure to provide a performance bond within 10 calendar days after notice of the award will result in forfeiture of the bid bond or certified check.

All work performed under these specifications shall be approved by the City of Ashland's Director of Utility Operations before payment is made. No partial payments shall be made. Upon completion of the Contract, an invoice shall be submitted. Upon approval from the Board of Commissioners, payment shall be made within a timely manner.

Any questions as to these specifications shall be addressed to Mark Hall,
Director of Utility Operations (606) 385-3332

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 1)

1. ~~All bids shall be accompanied by a **BID BOND** or **CERTIFIED CHECK** in the amount of ten (10%) of the bid, in favor of the City of Ashland. Bonds shall be issued by a responsible surety company licensed to do business in the Commonwealth of Kentucky. Certified checks shall be made payable to the **CITY OF ASHLAND**. Failure to comply with this requirement **SHALL** result in the rejection of the bid.~~

~~The checks and bonds of the unsuccessful bidders shall be returned as soon as practical after the award of the contracts.~~

~~Successful bidders will be required to furnish contract surety in the form of a **PERFORMANCE BOND** and **PAYMENT BOND** in an amount equal to one hundred (100%) percent of the total amount of the contract. If the bid is accepted, a contract shall be entered into, and the performance bond and payment bond secured within ten (10) days after written notice of acceptance is sent.~~

2. Bids shall be made out and signed in the corporate or other name of the bidder and shall be fully executed by an authorized person.

3. Bids shall be submitted on the Bid Forms contained within the bid packet. Bid forms shall not be altered in any way. Alternate bids will not be accepted unless called for in the bid. Should the bidder desire to submit two or more bids for the same project, each bid shall be submitted separately and thus completely independent of each other. If a bidder is unable to bid on a particular item, write "No Bid" on that line.

4. Bids received later than the time and date specified will not be considered. Also, amendments to or withdrawals of bids received later than the time and date set for the bid opening will not be considered. Bids received after the bid opening shall not be considered and will be returned unopened to the bidder.

5. The entire bid packet, including the completed bid form, shall be submitted in an enclosed SEALED envelope with the bidder's name and address in the upper left-hand corner.

All bids shall be marked "SEALED BID" with the date and hour of the bid opening and the specific material or service bid is to be placed on the outside of the envelope in the lower left-hand corner. All bids shall be addressed to the CITY CLERK, City of Ashland, Room 403, 1700 Greenup Avenue, P. O. Box 1839, Ashland, Kentucky 41105-1839.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 2)

6. Bidders or their representatives may be present at the bid opening.
7. The Director of Utility Operations reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.
8. The Director of Utility Operations reserves the right to correct any award erroneously made as a result of a clerical error on the part of the City of Ashland.
9. Bids received sealed with any kind of **TAPE** shall not be accepted. To be considered, all bids shall be **SEALED**.
10. The City of Ashland reserves the right to hold all bids for a period of forty-five (45) days from the date of the bid opening.
11. All prices for material, equipment, supplies, apparatus, etc., shall be F.O.B., Ashland, Kentucky at the designated places of delivery.
12. Prospective bidders shall comply with the President's Executive Order No's. 11246 and 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin, Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, Contract Work Hours Standards Act, 40CFR 35.936 F, and all other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods, or services called for in these documents.
13. All bidders shall certify that they do not and will not maintain or provide for their employee's facilities which are segregated or biased based on race, color, creed, or national origin, and that they will make positive effort to use small and minority owned businesses in the performance of the contract.
14. All bidders shall receive, upon request, a tabulation of the bids once a decision has been reached and approved to award bid to the successful bidder. The tabulation is not available on the date of the bid opening.
15. All bids shall include adequate information, brochures, latest printed detailed specifications, and advertising literature describing the commodity or service offered to permit ready comparison with City specifications on an item-by-item basis.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 3)

16. The City of Ashland, through its City Manager, reserves the right to accept or to reject any or all bids. The City also reserves the right to award bids whole or in part when it is deemed to be in the best interest of the City of Ashland.
17. Specifications and full information for bidders may be seen and obtained at the Office of Engineering and Utilities, 1700 Greenup Avenue, Room 408, Ashland, KY. Questions concerning all or any part of the Bid Package shall be addressed to the Director of Utility Operations, P. O. Box 1839, 1700 Greenup Avenue, Ashland, Kentucky 41105-1839, or phone (606) 385-3275.
18. It is recommended that bidders keep a copy of the Bid Package submitted.
19. Preference will be given by the City of Ashland to the lowest responsible bidder furnishing products made and assembled in the continental United States of America. Where the price of an acceptable American-made product is within five percent (5%) of a non-American-made product, the bid award will be made to the domestic manufacturer.
20. Any bidder submitting an alternate bid or proposal when alternate bids or proposals have not been requested shall have his or her bid rejected as non-responsive.
21. Any bidder submitting a bid incorporating two (2) or more prices for an item or group of items – unless such method of pricing is requested on the Bid Form – or which imposes conditions for acceptance other than those established in the specifications shall have the bid rejected.
22. Manufacturer's catalog numbers, trade names, etc., if shown herein are for descriptive purposes only and are to guide the prospective bidder in determining the standard or quality, design, and performance desired and shall not be construed to exclude other types of commodities and / or service. Any exceptions taken to specifications shall be listed and described on a separate sheet with the various increase or decrease in price clearly stated.
23. All bids shall be signed by the bidder or an authorized representative. Unsigned bids shall not be considered. Facsimile copies shall not be submitted and will not be considered.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 4)

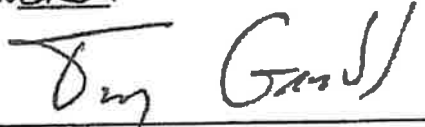
24. All equipment furnished shall be in full compliance with Office of Safety and Health Administration regulations in effect at the time of shipment. In addition, equipment and all chemicals must include all paperwork including any Material Safety Data Sheets and be labeled accordingly.
25. The City of Ashland is exempt from all Commonwealth of Kentucky Sales Taxes and Federal Excise Taxes.
26. The signature of the bidder or his authorized representative shall be considered as in acceptance and compliance with all terms and conditions contained and set out in this bid package.
27. Each bidder shall return the original bid package – intact – with all forms, materials, etc. attached. All signatures shall be original.
28. Any literature, forms or items requested in the bid package shall be original material and shall be unaltered.
29. Licensed bidders shall submit a copy of their business license with the bid. Unlicensed bidders shall complete the business license application in the bid packet and return the application with the appropriate fee as part of the bid packet. The forms are included in this bid packet. The City may consider any unlicensed bidder failing to meet this condition as an unresponsive bidder.
30. The City of Ashland passed an Occupational License Fee – Ordinance 28, 1999. Each bidder shall be required to follow the guidelines as stated therein. The Occupational License Fee is effective as of July 1, 1999. The forms are included in this bid packet.
31. The bidders acknowledge that Boyd Circuit Court shall have jurisdiction over disputes that might arise relating to the bidder with which the City enters into an agreement for these services.
32. The City of Ashland reserves the right to hold the successful bidder's Bid Bond / Certified Check for single purchase items. The Bid Bond / Certified Check will be returned after successful fulfillment of bid has verified.

BIDDING QUALIFICATIONS

Pursuant to City of Ashland Ordinance No. 49, Series of 2023, as amended, I, Tony D. Grubb, City Manager of the City of Ashland, Kentucky do hereby designate that the form attached hereto as Exhibit 1 to be utilized by all bidders/vendors seeking qualification or prequalification to bid on contracts to be awarded by the City of Ashland. The information shall be utilized to determine the bidder's/vendor's qualification to bid based upon the bidder's/vendor's ability and capacity to perform contracts on a timely basis; the bidder's/vendor's character, reputation, integrity and expertise; the bidder's/vendor's satisfactory performance on previous contracts with the City of Ashland; and the bidder's/vendor's satisfactory performance on previous contracts with other governmental entities.

Evaluated bids may give preference in the award of contracts to bidders/vendors whose bid is not more than fifteen percent (15%) in excess of the lowest bid received and that have met at least seventy percent (70%) of the evaluated bid criteria as shown on Exhibit 2 attached hereto and incorporated by reference herein.

This 29th day of January, 2025.



Tony Grubb
City Manager
City of Ashland
P. O. Box 1839
Ashland, KY 41105-1839

EXHIBIT 2
EVALUATED BID CRITERIA

1. Bidder/Vendor has a written safety and health program that includes training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures. ✓
2. Bidder/Vendor has a substance abuse program that includes testing and treatment. ✓
3. Bidder/Vendor has its principal place of business within the city limits of Ashland. no
4. Bidder/Vendor has its principal place of business within the territorial limits of Boyd County, Kentucky. no
5. Bidder/Vendor has successfully completed at least two (2) projects of comparable size, complexity, and cost within the past five (5) years. ✓
6. Bidder/Vendor has previously satisfactorily completed at least two (2) contracts for the City of Ashland. ✓
7. Bidder/Vendor has a workers' compensation E-Mod factor of 1.0 or less. ✓
8. Bidder/Vendor has a bank credit reference sufficient for a project of this size. ✓
9. All sub-contractors identified by vendor as doing work on the project are qualified to bid on City of Ashland projects. ✓
10. Bidder/Vendor has written procedures to ensure compliance with current federal and state wage and hour laws, including employee eligibility to work and has a policy which provides equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veterans, or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment. ✓

EXHIBIT 1

BIDDER/VENDOR PRE-QUALIFICATION DISCLOSURE STATEMENT

1. Bidder/Vendor Information

Name:

CITCO Water

Type of Entity:

LLC

Contact Person:

Jesse Chula

Principal Office Address:

4034 Altizer Ave. Huntington, WV

Phone Number:

(304) 523-3184

25705

E-mail Address for Contact Person:

Jesse.Chula@citcowater.com

Federal Tax ID#:

550421240

If Corporation or Limited Liability
Company, State of Incorporation

WV

2. Provide a description of your experience with significant projects of your company within the past five (5) years and provide contact information for the owner's representative for all such projects.

Richmond utilities chemical provider - Wade Johnson
859 623-8627

3. Provide documentation from projects during the past five years detailing timeliness of performance, quality of work, extension requests, findings, fines and penalties imposed and payment thereof, including liquidated damages, liens, history of claims for extra work, and contract defaults with explanations of same.

Available upon request post-bid award.

4. Have you ever failed to complete any job awarded to you? If so, indicate where and why.

no

5. Have you ever defaulted on a contract? If so, indicate where and why.

no

6. Has your company had any suspension or revocation of any professional licenses of any director, officer, owner or managerial employee to the extent that any such licensure is necessary to perform the work contemplated by the contract?

No ☒ Yes ☐ If yes, explain _____

7. List all directors, officers, project managers and superintendents of your company with names and addresses.

Jeff Morrison
Alex Meadows
Mary Beth Anderson

4034 Altizer Ave.
Huntington, WV

8. Has your company been involved in litigation in which it has been named as a defendant or third-party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years? If so, please include copies of all pleadings.

No ☒ Yes ☐ If yes, explain _____

9. Has your company been involved in litigation in which it was a Defendant or Third-Party Defendant in an action involving a breach of contract for failure to perform as contracted or within like manner.

No ☒ Yes ☐ If yes, explain _____

10. Has your company, any of its high-level management personnel, or any of its owners been convicted of a federal or state criminal offense, including embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property?

No ☒ Yes ☐ If yes, explain _____

11. Has your company, any of its **high-level management personnel**, or any of its **owners** been **convicted** of a **criminal** offense in **connection** with **obtaining, attempting** to obtain, **and/or** **performing** any public or private contract?

No ☒ Yes ☐ If yes, explain _____

12. Has your company, its officers, directors, owners and/or managerial employees been convicted or indicted for any crime within the past five years? This includes previous companies in which current principals of your company or subcontractors were affiliated.

No ☒ Yes ☐ If yes, explain _____

13. Has your company had a **performance** bond canceled or had a claim made on a performance bond over the **previous** five years?

No ☒ Yes ☐ If yes, explain _____

14. Does your company have a written substance abuse program that includes testing and treatment?

No ☐ Yes ☒ If yes, please provide a description of the same or a copy of the Table of Contents for that program.

15. Does your company have a **written safety** and health program that includes, but is not limited to **training, inspections, safety meetings, accident investigation, job site compliance** procedures and complaint procedures?

No ☐ Yes ☒ If yes, please provide a description or copies of the Table of Contents for **written job site safety** programs and current workers' compensation E-Mod factor.

16. Please list all job site citations received within the past five years from OSHA, KYOSH, DOT and/or EPA.

none

17. Please state whether the bidder or any officer, director, or management employees has been debarred or suspended by any federal, state or local government agency within the last five years.

none

18. Please list your bank credit reference:

5th 3rd Bank

19. Will you, upon request, supply a detailed financial statement and furnish any other financial information that may be required by the City of Ashland?

No _____ Yes ☒

20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the City of Ashland in verification of the statements made comprising this State of Bidder's Qualifications.

Dated on this 18 day of March, 2025.

CITCO Water

NAME OF BIDDER

Jesse Chula

BY

Director of Marketing

TITLE

State of Kentucky
County of Jessamine

Jesse Chula being duly sworn, deposes and
says that he/she is Director of Marketing of
answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed, sworn to and acknowledged before me this 18th day of March
20 25



Angela Rivel KYNP49061
NOTARY OF PUBLIC

My commissioner expires: 4/14/25

**STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION
REGULATIONS**

The undersigned, as bidder, certifies that he/she and his/her company will not discriminate against any person regarding age, sex, race, religion, national origin, or creed, in accordance with the President's Executive Order Numbers 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods or services called for in these Bid Documents.

The bidder also certifies that they do not and will not maintain or provide for their employees any facilities that are segregated and that they will make positive effort to use small and minority owned businesses in the performance of this contract.

COMPANY NAME CITCO Water
SIGNED [Signature]
TITLE Director of Marketing
DATE 3/18/25

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Kentucky COUNTY OF Jessamine

Jesse Chula, being first duly sworn, deposes and says that:

(1) He or She is Director of Marketing (Agent)
(OWNER, PARTNER, REPRESENTATIVE OR AGENT)
of CITIO Water, the bidder
that has submitted the attached bid;

(2) He or She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents or representatives, employees or parties in interest, including the affinity has in any way colluded, conspired, connived or agree, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Ashland or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties, including this affiant.

SIGNED [Signature]

TITLE Director of Marketing

Subscribed and sworn to before me this 18 day of 2025, of this year 2025.

[Signature]
(NAME)

KYNP49061
(TITLE)

MY COMMISSION EXPIRES: 4/14/26



RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

The Contractor shall indemnify and save harmless the City, the Engineer and sub consultants and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on construction or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for the City's protection.

In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

CITCO Water

COMPANY NAME

SIGNED

Director of Marketing

TITLE

3/18/25

DATE

TECHNICAL DATASHEET



AquaSorb® CB1-MW

Activated carbon for potable and industrial water treatment

AquaSorb® CB1-MW is a very high activity powdered activated carbon, specifically manufactured for the treatment of water for human consumption, in both municipal and industrial applications. This grade of activated carbon provides a high removal efficiency against a variety of aqueous pollutants, especially organic matter and taste and odour compounds. AquaSorb® CB1-MW is available in a closely controlled particle size distribution to suit all downstream separation techniques. The material is compliant with international standards for activated carbon products used in this application.



SPECIFICATION*

Iodine adsorption	min. 950 mg/g
Total ash content	max. 15 %
Moisture content	max. 5 %
Apparent density, tapped	0.2 - 0.75g/cc
Water solubles	max. 3 %

TYPICAL PROPERTIES*

Surface area (BET N ₂)	1000 m ² /g
Tannin value	250 mg/l

* SPECIFICATIONS AND TYPICAL PROPERTIES ARE PRODUCED USING JACOBI CARBONS' TEST METHODS. THEY ARE LISTED FOR INFORMATIONAL PURPOSES ONLY AND NOT TO BE USED AS PURCHASE SPECIFICATIONS. SALES SPECIFICATIONS CAN BE OBTAINED FROM YOUR JACOBI CARBONS TECHNICAL SALES REPRESENTATIVE AND SHOULD BE REVIEWED BEFORE PLACING AN ORDER.

Features and Benefits

- Rapid adsorption kinetics
- Very high activity adsorbent
- Mesoporous product
- Excellent taste and odour removal
- High organic matter adsorption
- Carefully controlled particle size
- Compliant with AWWA B600 standard

Available Particle Sizes

- <100 mesh >99%
- <200 mesh >95%
- <325 mesh >90%

Standards and Certifications

- AWWA B600
- ANSI/NSF61
- Halal certified production
- Kosher certified production
- ISO 9000:2008
- ISO 14001:2004

Standard Packaging

- 15 kg sack (33 lb)
- 300 kg bulk bag (660 lb)
- Bulk tanker
- Other packing considered on request



Polypropylene liner-free FIBCs (super sacks), two bags per pallet

Visit: www.jacobi.net



TASTE AND ODOUR REMOVAL

Methyl-iso Borneol

Influent concentration	127ng/l
AquaSorb CB1-MW at 10mg/l dose	Effluent concentration 67ng/l
	Removal efficiency 47%
AquaSorb CB1-MW at 40mg/l dose	Effluent concentration 21ng/l
	Removal efficiency 83%

Geosmin

Influent concentration	187ng/l
AquaSorb CB1-MW at 10mg/l dose	Effluent concentration 70ng/l
	Removal efficiency 62%
AquaSorb CB1-MW at 40mg/l dose	Effluent concentration 7ng/l
	Removal efficiency 96%

DATA BASED ON INDEPENDENT TESTING BY AUSTRALIAN WATER QUALITY CENTRE WITH PACS WERE DOSED AS A PRE-WETTED SLURRY AT 10 AND 40 MG/L INTO 2 LITRE VOLUMES OF STABILISED TAP WATER CONTAINING 100NG/L TARGET CONCENTRATIONS OF METHYL ISOBORNEOL (MIB) AND GEOSMIN. CONTACT WAS MAINTAINED BY MIXING FOR 20 MINUTES AT 100RPM WITH A FLAT BLADE PADDLE STIRRER. TREATED WATER WAS PARTITIONED BY FILTRATION THROUGH 11MM PORE SIZE PAPER FILTERS AND ANALYSED FOR MIB AND GEOSMIN AGAINST THE POSITIVE SPOKE CONTROL.

BURNING AND EXPLOSION CHARACTERISTICS

Auto-ignition temperature	400cm ³	160 °C
	6400cm ³	150 °C
	12800cm ³	130 °C
Smolder temperature	No smoldering up to 400 °C	
Dust explosion class	St1 (weak explosion potential)	
Combustion factor	BZ3: no spread of fire	
Minimum ignition energy	>1100mJ	
Minimum ignition temperature	>400°C	
Lower explosion limit	250g/m ³	
Electrical resistivity	0.05 x 10 ⁴ Ω/cm	
Explosion severity (20l sphere)	P max.	8 bar
	MRE (ΔP)	33 bar/s
	Kmax or Kst	88 bar/m/s

DATA PROVIDED IS INDICATIVE ONLY AND BASED ON THE ANALYSIS OF MATERIAL UNDER SPECIFIC CONDITIONS. THESE MAY NOT BE REPRESENTATIVE OF ALL THE CIRCUMSTANCES DURING THE HANDLING AND USE OF THIS ACTIVATED CARBON GRADE.

PRODUCTION CAPABILITY

Jacobi Carbons operates multiple facilities for the manufacture of activated carbons. These production plants are strategically located close to market and raw material sources. With an annual output in excess of 70 000 metric tonnes, Jacobi Carbons is able to supply product to all locations around the globe. All production units are certified according to internationally recognised standards (ISO9000 & ISO14001). Quality control is consistent throughout the group of companies and goods are always shipped in compliance with customer specifications.

CARBON APPLICATION KNOWLEDGE

The supply of activated carbon products is supported by an industry-leading technical support service. Our in-house expertise extends over many years of practical experience in the design and utilisation of activated carbon in a variety of applications. Jacobi Carbons can assist in the design, specification and method of use of our products to achieve the optimum treatment outcome required. Our laboratory facilities support our product portfolio with a extensive library of technical data.



For more information or to contact Jacobi visit: www.jacobi.net

NOTICE

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Jacobi
 THE CARBON COMPANY

SAFETY DATA SHEET (REGULATION (EC) n° 1907/2006 - REACH)
Version : N°3 (17/02/2015)
Jacobi Carbons, Inc.

Date : 15/04/2015 Page 1/11
Revision : N°1 (17/02/2015)

AquaSorb CB Series - Activated Carbon

SAFETY DATA SHEET

(REACH regulation (EC) n° 1907/2006 - n° 453/2010)

SECTION 1 : IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

1.1. Product identifier

Product name : AquaSorb CB Series
Product code : Activated Carbon.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use as an adsorbent in industrial, professional and consumer setting.

Use descriptor system (REACH) :

SU3 : PROC 1, 2, 3, 4, 5, 8a, 8b, 9, 14, 15, 22

SU22 : PROC 1, 2, 3, 4, 5, 8a, 8b, 9, 15

SU21 : PC 2, 3, 29, 35, 37, 39

The annexed exposure scenarios provide a complete listing per sector.

1.3. Details of the supplier of the safety data sheet

Registered company name : Jacobi Carbons, Inc..
Address : 432 McCormick Boulevard.OH 43213.Columbus.United States.
Telephone : +1 215 546 3900. Fax : +1 215 546 9921.
msds@jacobi.net
www.jacobi.net

1.4. Emergency telephone number : +1 215 546 3900.

Association/Organisation : Jacobi Carbons, Inc..

SECTION 2 : HAZARDS IDENTIFICATION

2.1. Classification of the substance or mixture

In compliance with EC regulation No. 1272/2008 and its amendments.

In use may form flammable/explosive vapour-air mixture (EUH018).

This substance does not present a health hazard with the exception of possible occupational exposure thresholds (see paragraphs 3 and 8).

This substance does not present an environmental hazard. No known or foreseeable environmental damage under standard conditions of use.

In compliance with directives 67/548/EEC, 1999/45/EC and their amendments.

This substance does not present a physical hazard. Refer to the recommendations regarding the other products present on the site.

This substance does not present a health hazard with the exception of possible occupational exposure thresholds (see paragraphs 3 and 8).

This substance does not present an environmental hazard. No known or foreseeable environmental damage under standard conditions of use.

2.2. Label elements

In compliance with EC regulation No. 1272/2008 and its amendments.

Hazard statements :

EUH018

EUH044

In use may form flammable/explosive vapour-air mixture.

Risk of explosion if heated under confinement.



AquaSorb CB Series - Activated Carbon

2.3. Other hazards

In the event of dust formed by mechanical action (sanding, sawing, etc.), this dust may cause irritation by inhalation and contact with eyes.

In use, may form flammable/explosive dust-air mixture.

The substance does not satisfy the PBT or vPvP criteria in accordance with annexe XIII of the REACH regulations EC 1907/2006.

May cause CO and CO2 emanations in the event of a fire.

According to the ECHA Guidance on chemical safety assessment, Chapter R11, section R11.1.2.1: "The PBT and vPvB criteria of Annex XIII to the Regulation do not apply to inorganic substances". As Activated Carbon - HDS type is to be considered as an inorganic substance, the PBT assessment is not applicable.

Wet Activated Carbon depletes oxygen from air and, therefore, dangerously low levels of oxygen may be encountered. Whenever workers enter a vessel containing activated carbon, the oxygen content should be determined and work procedures for potentially low oxygen areas should be followed.

SECTION 3 : COMPOSITION/INFORMATION ON INGREDIENTS

3.1. Substances

Composition :

Identification	(EC) 1272/2008	67/548/EEC	Note	%
CAS: 7440-44-0 EC: 931-328-0 REACH: 01-2119488894-16-0013 ACTIVATED CARBON - HIGH DENSITY (SKELETON (AC-HDS))			[1]	100%

Information on ingredients :

A porous, amorphous, high surface area adsorbent material composed largely of elemental carbon.

[1] Substance for which maximum workplace exposure limits are available.

SECTION 4 : FIRST AID MEASURES

As a general rule, in case of doubt or if symptoms persist, always call a doctor.

NEVER induce swallowing by an unconscious person.

4.1. Description of first aid measures

In the event of exposure by inhalation :

If breathing is irregular or has stopped, effect mouth-to-mouth resuscitation and call a doctor.

Fresh air, rest.

Obtain medical attention if cough or respiratory symptoms develop.

In the event of splashes or contact with eyes :

Wash thoroughly with soft, clean water for 15 minutes holding the eyelids open.

If there is any redness, pain or visual impairment, consult an ophthalmologist.

In the event of splashes or contact with skin :

Watch out for any remaining product between skin and clothing, watches, shoes, etc.

Rinse with water and soap.

Remove contaminated clothes.

Obtain medical attention if irritation becomes apparent.

In the event of swallowing :

Do not give the patient anything orally.

In the event of swallowing, if the quantity is small (no more than one mouthful), rinse the mouth with water and consult a doctor.

Seek medical attention immediately, showing the label.

Give at least 1/2 L of water to drink.

Obtain medical attention if gastrointestinal symptoms develop.

AquaSorb CB Series - Activated Carbon

Do not induce vomiting.

4.2. Most important symptoms and effects, both acute and delayed

When large amounts are ingested orally, congestion may occur.

4.3. Indication of any immediate medical attention and special treatment needed

Specific and immediate treatment :

N/A

Information for the doctor :

Medications efficiency can be reduced by the adsorbing power of the activated carbon.

SECTION 5 : FIREFIGHTING MEASURES

Flammable.

5.1. Extinguishing media

Keep packages cool when in the vicinity of flames.

Suitable methods of extinction

In the event of a fire, use :

- sprayed water or water mist
- carbon dioxide (CO₂)
- foam

Prevent the effluent of fire-fighting measures from entering drains or waterways.

Unsuitable methods of extinction

In the event of a fire, do not use :

- water jet

in the closed areas, in order to avoid the water contamination.

5.2. Special hazards arising from the substance or mixture

A fire will often produce a thick black smoke. Exposure to decomposition products may be hazardous to health.

Do not breathe in smoke.

In the event of a fire, the following may be formed :

- carbon monoxide (CO)
- carbon dioxide (CO₂)
- other decomposition products for the saturated activated carbon.

After a fire, smoldering hotspots within the activated carbon may be present for a long time.

Activated Carbon which has been allowed to smolder for a long time in a confined space may accumulate carbon monoxide above its lower explosion limit.

5.3. Advice for firefighters

Due to the toxicity of the gas emitted on thermal decomposition of the products, fire-fighting personnel are to be equipped with autonomous insulating breathing apparatus.

SECTION 6 : ACCIDENTAL RELEASE MEASURES

6.1. Personal precautions, protective equipment and emergency procedures

Consult the safety measures listed under headings 7 and 8.

For first aid worker

First aid workers will be equipped with suitable personal protective equipment (See section 8).

6.2. Environmental precautions

Prevent any material from entering drains or waterways.

6.3. Methods and material for containment and cleaning up

Retrieve the product by mechanical means (sweeping/vacuuming) : do not generate dust.



AquaSorb CB Series - Activated Carbon

6.4. Reference to other sections

See also sections 2 & 8

SECTION 7 : HANDLING AND STORAGE

Requirements relating to storage premises apply to all facilities where the substance is handled.

7.1. Precautions for safe handling

Always wash hands after handling.

Prevent dust generation. Apply good working practices and engineering procedures during discharge.

See the exposure controls and personal protection measures in the section 8.

Fire prevention :

Prevent access by unauthorised personnel.

Recommended equipment and procedures :

For personal protection, see section 8.

Observe precautions stated on label and also industrial safety regulations.

Ensure containment and adequate ventilation.

Whenever workers enter a vessel containing activated carbon, the oxygen content should be determined and work procedures for potentially low oxygen areas should be followed.

Prohibited equipment and procedures :

No smoking, eating or drinking in areas where the substance is used.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from any chemical (solvents and strong oxidisers).

Keep away from heat sources.

Store in a well-ventilated area.

Storage

Keep away from heat and in a cool place.

Store and keep away from any chemical (solvents and strong oxidisers).

Storage of wet activated carbon in a closed area can deplete oxygen from air.

Packaging

Always keep in packaging made of an identical material to the original.

Store in the closed, original packaging.

7.3. Specific end use(s)

No data available.

SECTION 8 : EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Control parameters

Occupational exposure limits :

Non otherwise classified dusts : 10 mg/m³

- UK / WEL (Workplace exposure limits, EH40/2005, 2007) :

CAS	TWA :	STEL :	Ceiling :	Definition :	Criteria :
7440-44-0	4 mg/m ³	-	-	-	R

Biological limits :

/

Derived no effect level (DNEL) or derived minimum effect level (DMEL):

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Final use:

Exposure method:
Potential health effects:
DNEL :

Exposure method:
Potential health effects:
DNEL :

Final use:

Exposure method:
Potential health effects:
DNEL :

Exposure method:
Potential health effects:
DNEL :

Workers.

Inhalation.
Short term local effects.
3 mg of substance/m3

Inhalation.
Long term systemic effects.
3 mg of substance/m3

Consumers.

Inhalation.
Short term local effects.
0.5 mg of substance/m3

Inhalation.
Long term systemic effects.
0.5 mg of substance/m3

8.2. Exposure controls

Suitable technical inspections

A local exhaust ventilation is required (minimum efficiency 90%).

Personal protection measures, such as personal protective equipment

Use personal protective equipment that is clean and has been properly maintained.

Store personal protective equipment in a clean place, away from the work area.

Never eat, drink or smoke during use. Remove and wash contaminated clothing before re-using. Ensure that there is adequate ventilation, especially in confined areas.

- Eye / face protection

Avoid contact with eyes.

Before handling powders or dust emission, wear mask goggles in accordance with standard EN166.

- Hand protection

Wear suitable protective gloves in the event of prolonged or repeated skin contact.

Type of gloves recommended :

- Natural latex

- Body protection

Work clothing worn by personnel shall be laundered regularly.

After contact with the product, all parts of the body that have been soiled must be washed.

- Respiratory protection

Avoid breathing dust.

Type of FFP mask :

Wear a disposable half-mask dust filter in accordance with standard EN149.

Category :

- FFP2

Particle filter according to standard EN143 :

- P2 (White)

Exposure controls linked to environmental protection

Local exhaust ventilation to remove material at source.

Contained storage.

Regulated waste disposal.

*Based under Access of European Label Systems MSDS delivered from IndDym - 11/10/2014 IndDym.fr



AquaSorb CB Series - Activated Carbon

SECTION 9 : PHYSICAL AND CHEMICAL PROPERTIES

9.1. Information on basic physical and chemical properties

General information :

Physical state :	Powder or dust.
Apparent bulk density (Packed) :	300-700 kg/m ³
Odour:	None
Color:	Black

Important health, safety and environmental information

pH :	Not stated. Slightly basic.
Boiling point/boiling range :	Not specified.
Flash point interval :	Not relevant.
Explosive properties, lower explosivity limit (%) :	60 g/m ³
Vapour pressure (50°C) :	Not relevant.
Density :	< 1 Method for determining the density :
ASTM D2854	
Water solubility :	Insoluble. Method for determining the water solubility : OCDE Guideline 105 (Water solubility).
Melting point/melting range :	Not specified.
Self-ignition temperature :	Not specified.
Decomposition point/decomposition range :	Not specified.
Information related to ignition / explosivity	
Minimum ignition temperature of a dust cloud:	550°C Method: EN50281/VDI2263 - dust cloud in contact with a hot surface (Godbert-Greenwald)
Inflammation of a trail:	BZ 3 VDI 2263/1 - Combustion factor
Minimum ignition energy of a dust cloud:	>1000 mJ
Smolder temperature	280°C Method: EN50281/VDI2263 - Ignition temperature in layer
Auto-ignition temperature	160°C Method: EN15188/VDI2263 - hot storage 400cc
Explosivity:	Explosible
Maximum explosion pressure (Pmax):	8 bar
Maximum rate of explosion pressure rise (dp/dt max):	315 bar/s
Kmax / Kst:	88 bar.m.s ⁻¹
Dust explosion class:	St 1

9.2. Other information

Physical and chemical properties of the saturated activated carbon may be different from the virgin material.

SECTION 10 : STABILITY AND REACTIVITY

10.1. Reactivity

This product shows no reactivity under the specified conditions of storage, shipment and use.

AquaSorb CB Series - Activated Carbon

10.2. Chemical stability

This substance is stable under the recommended handling and storage conditions in section 7.

This substance is not classified as an explosive but can nevertheless in practice present explosive properties when heated in a sufficiently confined atmosphere.

10.3. Possibility of hazardous reactions

In contact with solvents and strong oxidisers.

10.4. Conditions to avoid

Avoid :

- heating
- heat
- formation of dusts

May decompose under the effect of heat.

Dusts can form an explosive mixture with air.

10.5. Incompatible materials

Keep away from :

- strong oxidising agents
- strong acids
- flammable material
- solvents

10.6. Hazardous decomposition products

The thermal decomposition may release/form :

- carbon monoxide (CO)
- carbon dioxide (CO₂)

SECTION 11 : TOXICOLOGICAL INFORMATION

11.1. Information on toxicological effects

In the event of dust formed by mechanical action (sanding, sawing, etc.), this dust may cause irritation by inhalation and contact with eyes.

11.1.1. Substances

Based on the physical and chemical properties of activated carbons, the absence of effects on toxicological studies and the therapeutic use of activated carbons as adsorbing agents for the treatment of acute poisoning and acute diarrhoea, it can be expected that Activated Carbon is not absorbed via the oral, dermal and inhalation routes.

Acute toxicity :

ACTIVATED CARBON - HIGH DENSITY SKELETON (AC-HDS) (CAS: 7440-44-0)

Oral route :

LD50 > 2000 mg/kg

Species : Rat

OECD Guideline 423 (Acute Oral toxicity/Acute Toxic Class Method)

Inhalation route :

LC50 > 64.4 mg/l

Species : Rat

OECD Guideline 403 (Acute Inhalation Toxicity)

Skin corrosion/skin irritation :

ACTIVATED CARBON - HIGH DENSITY SKELETON (AC-HDS) (CAS: 7440-44-0)

Corrosivity :

No observed effect.

Species : Rabbit

OECD Guideline 404 (Acute Dermal Irritation / Corrosion)



AquaSorb CB Series - Activated Carbon

Serious damage to eyes/eye irritation :

ACTIVATED CARBON - HIGH DENSITY SKELETON (AC-HDS) (CAS: 7440-44-0)	
Corneal haze :	Average score = 0.00 Species : Rabbit Duration of exposure : 72 h OECD Guideline 405 (Acute Eye Irritation / Corrosion)
Iritis :	Average score = 0.00 Species : Rabbit Duration of exposure : 72 h OECD Guideline 405 (Acute Eye Irritation / Corrosion)
Conjunctival redness :	Average score = 0.67 Species : Rabbit Duration of exposure : 72 h OECD Guideline 405 (Acute Eye Irritation / Corrosion)
Conjunctival oedema :	Average score = 0.33 Species : Rabbit Duration of exposure : 72 h OECD Guideline 405 (Acute Eye Irritation / Corrosion)

Respiratory or skin sensitisation :

- Inhalation	No information available
- Skin	Not sensitising.
ACTIVATED CARBON - HIGH DENSITY SKELETON (AC-HDS) (CAS: 7440-44-0)	
Local lymph node stimulation test :	Non-Sensitiser. Species : Mouse OECD Guideline 429 (Skin Sensitisation: Local Lymph Node Assay)

Germ cell mutagenicity :

All the key studies indicate that the substance does not show any genotoxic potential. Therefore, it can be concluded that the substance is not mutagenic and does not need to be classified for mutagenicity according to the criteria outlined in Annex I of 1272/2008/EC (CLP / EU GHS) and Annex VI of 67/548/EEC (DSD/DPD).

ACTIVATED CARBON - HIGH DENSITY SKELETON (AC-HDS) (CAS: 7440-44-0)	
Mutagenesis (in vitro) :	Negative. Species : Bacteria OECD Guideline 471 (Bacterial Reverse Mutation Assay)
Ames test (in vitro) :	Negative. With or without metabolic activation Species : S. typhimurium TA1535

Carcinogenicity :

No data available

Reproductive toxicant :

No data available

Specific target organ systemic toxicity - single exposure :

ACTIVATED CARBON - HIGH DENSITY SKELETON (AC-HDS) (CAS: 7440-44-0)	
Oral route :	C > 2000 mg/kg bodyweight Species : Rat



AquaSorb CB Series - Activated Carbon

SECTION 12 : ECOLOGICAL INFORMATION

12.1. Toxicity

12.1.1. Substances

As Activated Carbon is insoluble in water, no toxicity is expected.

12.2. Persistence and degradability

Activated Carbon - HDS type is a refractory material and not amenable to break down by any natural chemical or enzymatic processes.

AC - HDS cannot be rendered into a soluble form capable of being absorbed.

Therefore it cannot find its way to any cell site where it could be conceivably be biodegraded.

12.3. Bioaccumulative potential

The substance has a very low potential to bioaccumulate in aquatic species (e.g. fish), i.e. a BCF < 10.

The substance has no log Kow, the substance size will impede passing membranes (particles with size > 0.5µm) and is not soluble in water. The bioaccumulation study is thus infeasible.

12.4. Mobility in soil

No data available, as the substance is insoluble.

12.5. Results of PBT and vPvB assessment

According to the ECHA Guidance on chemical safety assessment, Chapter R11, section R11.1.2.1: "The PBT and vPvB criteria of Annex XIII to the Regulation do not apply to inorganic substances". As Activated Carbon - HDS type is to be considered as an inorganic substance, the PBT assessment is not applicable.

12.6. Other adverse effects

Large quantities of Activated Carbon of HDS type in water may cause a pH increase.

SECTION 13 : DISPOSAL CONSIDERATIONS

Proper waste management of the substance and/or its container must be determined in accordance with Directive 2008/96/EC.

13.1. Waste treatment methods

Do not pour into drains or waterways.

Waste :

Waste management is carried out without endangering human health, without harming the environment and, in particular without risk to water, air, soil, plants or animals.

Recycle or dispose of waste in compliance with current legislation, preferably via a certified collector or company.

Do not contaminate the ground or water with waste, do not dispose of waste into the environment.

Soiled packaging :

Empty container completely. Keep label(s) on container.

Give to a certified disposal contractor.

Codes of wastes (Decision 2001/573/EC, Directive 2006/12/EEC, Directive 94/31/EEC on hazardous waste) :

- Exhausted Activated Carbon from Water Treatment: 19 09 04
- Exhausted Activated Carbon from flue gas treatment : 19 01 10*
- Exhausted Activated Carbon from Mineral Chemistry wastes : 06 07 02* - AC used for the chlorine production / 06 13 02* - saturated AC (except section 06 07 02*).
- Other applications: see the regulations of waste nomenclatures.

AquaSorb CB Series - Activated Carbon

SECTION 14 : TRANSPORT INFORMATION

Transport product in compliance with provisions of the ADR for road, RID for rail, IMDG for sea and ICAO/IATA for air transport (ADR 2013 - IMDG 2012 - ICAO/IATA 2014).

14.1. UN number

1362

14.2. UN proper shipping name

UN1362=CARBON, ACTIVATED

14.3. Transport hazard class(es)

- Classification :

4.2

- Exemption

ADR/RID: special provision 646

IMDG: special provision 925

IATA: special provision A3

Steam activated carbon

Does not meet the defined criteria, after having been submitted to the 4.2 test (UN Manual of Tests and Criteria (§ 33.3.1.3.3))

14.4. Packing group

III

14.5. Environmental hazards

-

14.6. Special precautions for user

ADR/RID	Class	Code	Pack gr.	Label	Ident.	LQ	Provis.	EQ	Cat.	Tunnel	
	4.2	S2	III	4.2	40	0	646	E1	4	E	
IMDG	Class	2°Label	Pack gr.	LQ	EMS	Provis.	EQ				
	4.2	-	III	0	F-A,S-J	223 925	E1				
IATA	Class	2°Label	Pack gr.	Passager	Passager	Cargo	Cargo	note	EQ		
	4.2	-	III	472	0.5 kg	472	0.5 kg	A3	E1		
	4.2	-	III	Forbidden	Forbidden	-	-	A3	E1		

For limited quantities, see part 2.7 of the OACI/IATA and chapter 3.4 of the ADR and IMDG.

For excepted quantities, see part 2.6 of the OACI/IATA and chapter 3.5 of the ADR and IMDG.

14.7. Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code

No data available.

SECTION 15 : REGULATORY INFORMATION

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

- Classification and labelling information included in section 2:

The following regulations have been used:

- Directive 67/548/EEC and its adaptations
- Directive 1999/45/EC and its adaptations
- EU Regulation No. 1272/2008 amended by EU Regulation No. 487/2013
- EU Regulation No. 1272/2008 amended by EU Regulation No. 758/2013.
- EU Regulation No. 1272/2008 amended by EU Regulation No. 944/2013.
- EU Regulation No. 1272/2008 amended by EU Regulation No. 605/2014.

- Container information:

No data available.

- Particular provisions :

No data available.



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- Standardised American system for the identification of hazards presented by the product in view of emergency procedures (NFPA 704) :

NFPA 704, Labelling: Health=0 Inflammability=3 Instability/Reactivity=4 Specific Risk=none



15.2. Chemical safety assessment

A chemical safety assessment according to the rules stipulated in REACH directive has been performed. The appendices provide an overview of the risk management measures as based on this assessment.

SECTION 16 : OTHER INFORMATION

Since the user's working conditions are not known by us, the information supplied on this safety data sheet is based on our current level of knowledge and on national and community regulations.

It is at all times the responsibility of the user to take all necessary measures to comply with legal requirements and local regulations.

The information in this safety data sheet must be regarded as a description of the safety requirements relating to the substance and not as a guarantee of the properties thereof.

In compliance with directives 67/548/EEC, 1999/45/EC and their amendments.

Safety phrase :

S 22

Do not breathe dust.

Abbreviations :

DNEL : Derived No-Effect Level

ADR : European agreement concerning the international carriage of dangerous goods by Road.

IMDG : International Maritime Dangerous Goods.

IATA : International Air Transport Association.

ICAO : International Civil Aviation Organisation

RID : Regulations concerning the International carriage of Dangerous goods by rail.

WGK : Wassergefährdungsklasse (Water Hazard Class).

* Made under licence of European Label System, MSDS software from MSDPro - <http://www.ltdsystems.fr>



Jacobi Carbons, Inc.

✉ 432 McCormick Boulevard
Columbus, OH 43213
United States

P 1 (215) 546-3900
F 1 (215) 546-9921
E info@jacobi.net

W www.jacobi.net



March 18, 2025

RE: The City of Ashland; Chemicals to be used by the Water and Sewer Treatment Plants;
Affidavit of Compliance

This is to certify that Jacobi Carbons' AquaSorb CB1 is NSF certified and conforms to the current AWWA Standards as well as the specifications required in the Bid for Bulk Chemicals.

Guaranteed by Jacobi Carbons to meet the specifications of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61, and American Water Works Association (AWWA) Standard #AWWA-B-600-05 for powdered activated Carbon.

Sincere Regards,

A handwritten signature in blue ink, appearing to read "Mike Bickel". The signature is stylized with a large, looping "M" and a "B" that extends into a large circle.

Mike Bickel
Distribution Sales Manager
(215)546-3900 extension 209





Chem Group
Bonded Chemicals, Inc.
Chemicals Incorporated, USA
Chemical Services, Inc.
Chemical Resources, Inc.
Specialty Chemical Co. LLC

Safety Data Sheet

Material Identity:

Liquid Caustic Soda 30%

SECTION 1 · COMPANY AND PRODUCT IDENTIFICATION

Distributed By:
Chemical Resources, Inc.
4569 Knopp Avenue
Louisville, Kentucky 40213

Emergency Phone CHEMTREC: (800) 424-9300
General Information: (502) 367-2228
FAX Information: (502) 367-6661

SECTION 2 · HAZARDS IDENTIFICATION

GHS Classification in accordance with 29 CFR 1910 (OSHA HCS)

Corrosive to metals Category 1
Skin corrosion Category 1
Serious eye damage Category 1
Acute aquatic toxicity Category 3

GHS Label elements, including precautionary statement

Pictograms:



Signal Word: Danger

Health Statements:

H290 May be corrosive to metals.
H314 Causes severe skin burns and eye damage.
H402 Harmful to aquatic life.

Precautionary statements:

P234 Keep only in original container.
P264 Wash skin thoroughly after handling.
P273 Avoid release to the environment.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.
P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER or doctor/ physician.
P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/ physician.
P363 Wash contaminated clothing before reuse.
P390 Absorb spillage to prevent material damage.
P405 Store locked up.
P501 Dispose of contents/ container to an approved waste disposal plant.

SECTION 3 · COMPOSITION / INFORMATION ON INGREDIENTS

CHEMICAL NAME	CAS Number	%Weight
Caustic Soda	1310-73-2	28-32

Contains no impurities or stabilizing additives which themselves are classified and which contribute to the classification of this product.



ChemGroup
Bonded Chemicals, Inc.
Chemicals Incorporated, USA
Chemical Services, Inc.
Chemical Resources, Inc.
Specialty Chemical Co. LLC

Safety Data Sheet

Material Identity:

Liquid Caustic Soda 30%

SECTION 4 · FIRST AID MEASURES

FIRST AID PROCEDURES:

Eye Contact: In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Cold water may be used. Get medical attention.

Skin Contact: Remove contaminated clothing. Wash with soap and water. Cover the irritated skin with an emollient. Get medical attention if irritation develops.

Inhalation: If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention if symptoms appear.

Ingestion: Do NOT induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Rinse mouth with water. Get medical attention.

See Section 11 for **Signs and Symptoms of Exposure**

SECTION 5 · FIRE FIGHTING MEASURES

Suitable Extinguishing media: Not considered a fire hazard. Use any means suitable for extinguishing surrounding fire.

Hazardous combustion products: Oxides of carbon and various hydrocarbons

Fire Fighting Procedures: As in any fire, wear a self-contained breathing apparatus in pressure-demand, MSHA/NIOSH (approved or equivalent), and full protective gear.

Unusual Fire and Explosion Hazards: Containers can build up pressure if exposed to heat and/or fire. Use water spray to keep fire-exposed containers cool. Not considered an explosion hazard.

SECTION 6 · ACCIDENTAL RELEASE and DISPOSAL MEASURES

Spills: Evacuate all non-essential personnel from the spill area. Material is corrosive. Suitable protective clothing should be worn. Shut off or plug source of spill.

Small spills: absorb on inert media and collect into suitable container.

Large Spills: Dike spill area to contain liquid. Salvage as much re-useable liquid as possible into a suitable container. Avoid contaminating ground and surface water.

SECTION 7 · STORAGE AND HANDLING

Handling: Do not get in eyes, on skin or on clothing. Keep container closed and tightly sealed when not in use. Use good hygiene practices.

Storage: Store in a cool, dry well ventilated area. Prevent physical damage. Prevent contact of liquid with human tissue. Do not eat or drink while handling this material. Store in a cool, dry, ventilated area, away from incompatible substances. Store only in approved properly labeled containers.



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Liquid Caustic Soda 30%

SECTION 8 · EXPOSURE CONTROLS AND PERSONAL PROTECTION

Engineering Controls: Provide explosion-proof ventilation or other engineering controls to keep the airborne concentrations of vapor or mists below the applicable workplace exposure limits indicated below.

Exposure Limits: Caustic Soda 2 mg/m³ ACGIH 2 mg/m³ OSHA

Personal Protective Equipment (PPE):

Eyes: Wear appropriate protective eyeglasses or chemical safety goggles as described by OSHA's eye and face protection regulations in 29 CFR 1910.133.

Skin: If prolonged or repeated skin contact is likely, wear appropriate protective gloves.

Clothing: Selection of protective clothing depends on work conditions, potential exposure conditions and may include gloves, boots, suits and other protective items.

Respirators: Where adequate ventilation is not available an approved respirator must be worn. Respirator selection, use and maintenance should be in accordance with the requirements of OSHA Respiratory Protection Standard, 29 CFR 1920.134. In confined areas, use a self-contained breathing apparatus.

Other Equipment: Eye wash station and shower in close proximity to use are advised.

SECTION 9 · PHYSICAL AND CHEMICAL PROPERTIES

Physical State: Liquid

Color/Odor: Colorless / no odor

Melting Point: 14 °F

Boiling Point, Initial: 240 °F

Flammability (solid, gas): No available data

Flammability Limits: No available data:

Flash Point: Non-combustible

Autoignition Temperature: No available data

Decomposition Temperature: No available data

pH: 14

Viscosity, kinematic: No available data

Solubility in Water: Complete

Partition coefficient: n-octanol/water: No available data

Vapor Pressure (mmHg): 11

Relative Density: 1.32

Relative Vapor Density (Air=1): 1.3

Evaporation Rate (Water=1): No available data

SECTION 10 · STABILITY AND REACTIVITY

Chemical Stability: Stable under normal use and temperature conditions.

Conditions to Avoid: Keep away from heat, flame and other potential ignition sources.

Materials to Avoid: Strong acids, and oxidizers.

Decomposition Products: When combusted, oxides of carbon and various hydrocarbons.



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Safety Data Sheet

Material Identity:

Liquid Caustic Soda 30%

SECTION 11 · TOXICOLOGICAL INFORMATION

Signs and Symptoms of Overexposure:

Skin: Contact cause severe skin burns. Severity depends on the amount and duration of exposure.

Eyes: Liquid contact will cause severe eye burns. Causes serious eye damage.

Inhalation: Excessive inhalation of high concentrations may be harmful. Mist or vapor can irritate the throat and lungs.

Ingestion: If swallowed this material causes digestive tract burns. Harmful if swallowed. Aspiration of this material into the lungs may result in damage or death.

Acute oral toxicity:

Caustic Soda: LD50 rat: 300-500 mg/kg

Acute inhalation toxicity:

Caustic Soda: LD50 rat: 40 mg/kg

Acute dermal toxicity:

Caustic Soda: LD50 rabbit; 2 g/kg

Germ Cell mutagenicity: Not classified

Carcinogenicity: Not classified

Reproductive Toxicity: Not classified

STOT single exposure: Not classified

STOT repeated exposure: Not classified

SECTION 12 · ECOLOGICAL INFORMATION

Aquatic Toxicity: This product is toxic to aquatic life during periods of high pH concentrations.

Bio-accumulative potential: Possible hazardous degradation products are not likely.

Persistence and degradability: Not expected to biodegrade or bioconcentrate.

Mobility: This material is mobile in soil.

SECTION 13 · DISPOSAL CONSIDERATIONS

Chemical waste generators must determine at the time of disposal, whether a discarded chemical is classified as a hazardous waste. Chemical additions, processing or otherwise altering this material may make waste management information presented in this SDS incomplete, inaccurate or otherwise inappropriate. The transportation, storage, treatment and disposal of this waste material must be conducted in compliance with 40 CFR 262, 263, 264, 268 and 270. Additionally, waste generators must consult state and local hazardous waste regulations to ensure complete and accurate classification.

SECTION 14 · TRANSPORTATION

U.S. DEPARTMENT OF TRANSPORTATION (Road or Rail):

Proper Shipping Name: Sodium Hydroxide Solution

Hazard Class: 8

UN Number: 1824

Packaging Group: 2



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Safety Data Sheet

Material Identity:

Liquid Caustic Soda 30%

SECTION 15 · REGULATORY INFORMATION

US FEDERAL REGULATIONS

Comprehensive Environmental Response and Liability Act (CERCLA) This material is not subject to any special reporting under the requirements of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

SARA 302: No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302. The reportable quantity (RQ) for this material is 3000 pounds. If appropriate, immediately report to the National Response Center (800/424-8802) as required by U.S. Federal Law. Also contact appropriate state and local regulatory agencies.

Toxic Substance Control Act (TSCA): All components of this product are on the Chemical Substance Inventory and designated as active in U.S. commerce.

SARA Section 311/312 (40 CFR 370) Hazard Categories:
Immediate (Acute) Health Hazard, Delayed (Chronic) Health Hazard,

SARA Section 313 (40 CFR 372) Hazard Categories: This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Water Act: This product contains Sodium Hydroxide a chemical listed as a Hazardous Substance under the CWA

Clean Air Act: None of the chemicals in this product are listed as Hazardous Substances under the CAA.

California Prop 65: This product contains no chemicals known by the State of California to cause cancer, birth defects or other reproductive harm.

SECTION 16 · OTHER INFORMATION

SDS Revision Date: September 2019

National Fire Protection Association (NFPA) Ratings: This information is intended solely for the use of individuals trained in the NFPA system.

Health: 3
Flammability: 0
Reactivity: 2

The information contained on this Safety Data Sheet is considered accurate as of the date of publication. It is not necessarily all inclusive or fully adequate in every circumstance. The information given in the Data Sheet is designed only as a guidance for safe handling, storage and the use of the substance. It is not a specification, nor does it guarantee any specific properties. The suggestions should not be confused with, nor followed in violation of applicable laws, regulations, rules or insurance requirements. No warranty, express or implied, of merchantability, fitness, accuracy of data, or the results to be obtained from the use thereof is made. The vendor assumes no responsibility for injury or damages resulting from the inappropriate use of this product.

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.5

Revision Date: 10/27/2022

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : HYDROFLUOSILICIC ACID SOLUTION

Recommended use of the chemical and restrictions on use

Recommended use : Reserved for industrial and professional use.

Manufacturer or supplier's details

Company : Univar Solutions USA, Inc.
Address : 3075 Highland Pkwy Suite 200
 Downers Grove, IL 60515
 United States of America (USA)

Emergency telephone number:
 Transport North America: CHEMTREC (1-800-424-9300)
 CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
 E-mail: SDSNA@univarsolutions.com
 SDS Requests: 1-855-429-2661
 Website: www.univarsolutions.com

Distributed by:
SAL Chemical
3036 Birch Drive
Weirton, WV 26062
304-748-8200

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Corrosive to metals : Category 1

Acute toxicity (Oral) : Category 4

Acute toxicity (Dermal) : Category 3

Skin corrosion : Category 1

Serious eye damage : Category 1

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : H290 May be corrosive to metals.
 H302 Harmful if swallowed.
 H311 Toxic in contact with skin.
 H314 Causes severe skin burns and eye damage.

Precautionary statements : **Prevention:**
 P234 Keep only in original container.
 P264 Wash skin thoroughly after handling.
 P270 Do not eat, drink or smoke when using this product.

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HYDROFLUOSILICIC ACID SOLUTION

Version 1.5

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P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

Response:

P301 + P312 + P330 IF SWALLOWED: Call a POISON CENTER/ doctor if you feel unwell. Rinse mouth.

P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.

P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/ doctor.

P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.

P362 Take off contaminated clothing and wash before reuse.

P390 Absorb spillage to prevent material damage.

Storage:

P405 Store locked up.

P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
16961-83-4	Fluorosilicic Acid	20 - 25
7664-39-3	Hydrofluoric acid	0.1 - 1

Actual concentration is withheld as a trade secret

Any Concentration shown as a range is due to batch variation.

Synonyms

: HFS; Fluorosilicic Acid; Hydrofluorosilicic Acid,

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Symptoms of poisoning may appear several hours later.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical

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HYDROFLUOSILICIC ACID SOLUTION

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- | | |
|-------------------------|---|
| | advice.
If symptoms persist, call a physician. |
| In case of skin contact | <ul style="list-style-type: none"> Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty. Take victim immediately to hospital. If on skin, rinse well with water. If on clothes, remove clothes. |
| In case of eye contact | <ul style="list-style-type: none"> Small amounts splashed into eyes can cause irreversible tissue damage and blindness. In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice. Continue rinsing eyes during transport to hospital. Remove contact lenses. Protect unharmed eye. Keep eye wide open while rinsing. If eye irritation persists, consult a specialist. Take victim immediately to hospital. |
| If swallowed | <ul style="list-style-type: none"> Keep respiratory tract clear. Do not induce vomiting without medical advice. Do not give milk or alcoholic beverages. Never give anything by mouth to an unconscious person. If symptoms persist, call a physician. Take victim immediately to hospital. |

SECTION 5. FIREFIGHTING MEASURES

- | | |
|---|---|
| Suitable extinguishing media | <ul style="list-style-type: none"> Carbon dioxide (CO₂) Foam Dry powder Water mist |
| Unsuitable extinguishing media | <ul style="list-style-type: none"> High volume water jet |
| Specific hazards during fire-fighting | <ul style="list-style-type: none"> Do not allow run-off from fire fighting to enter drains or water courses. |
| Hazardous combustion products | <ul style="list-style-type: none"> No hazardous combustion products are known |
| Further information | <ul style="list-style-type: none"> Collect contaminated fire extinguishing water separately. This must not be discharged into drains. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. |
| Special protective equipment for firefighters | <ul style="list-style-type: none"> Wear self-contained breathing apparatus for firefighting if necessary. |

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SECTION 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.
- Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.
- Methods and materials for containment and cleaning up : Neutralize with chalk, alkali solution or ammonia.
Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

- Advice on protection against fire and explosion : Normal measures for preventive fire protection.
- Advice on safe handling : Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
To avoid spills during handling keep bottle on a metal tray.
Dispose of rinse water in accordance with local and national regulations.
- Conditions for safe storage : Prevent unauthorized access.
Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.
- Materials to avoid : Do not store near acids.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
7664-39-3	Hydrofluoric acid	TWA	0.5 ppm (Fluorine)	ACGIH
		C	2 ppm (Fluorine)	ACGIH

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		TWA	3 ppm 2.5 mg/m ³	NIOSH REL
		C	6 ppm 5 mg/m ³	NIOSH REL
		TWA	3 ppm	OSHA Z-2
		TWA	3 ppm (Fluorine)	OSHA P0
		STEL	6 ppm (Fluorine)	OSHA P0
		TWA	0.5 ppm (Fluorine)	ACGIH
		C	2 ppm (Fluorine)	ACGIH
		TWA	3 ppm (Fluorine)	OSHA P0
		STEL	6 ppm (Fluorine)	OSHA P0
		PEL	0.4 ppm 0.33 mg/m ³ (Fluorine)	CAL PEL
		STEL	1 ppm 0.83 mg/m ³ (Fluorine)	CAL PEL

Personal protective equipment

Respiratory protection

- General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Hand protection

Remarks

- The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection

- Eye wash bottle with pure water
- Tightly fitting safety goggles
- Wear face-shield and protective suit for abnormal processing problems.

Skin and body protection

- Impervious clothing
- Choose body protection according to the amount and concentration of the dangerous substance at the work place.

Hygiene measures

- Avoid contact with skin, eyes and clothing.
- When using do not eat or drink.
- When using do not smoke.

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Wash hands before breaks and immediately after handling the product.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Colour	: Clear, colorless, Straw color
Odour	: pungent
Odour Threshold	: No data available
pH	: 1 - 2
Freezing Point (Melting point/freezing point)	: -20 °C (-4 °F)
Boiling Point (Initial boiling point and boiling range)	: 136 - 163 °C (277 - 325 °F)
Flash point	: does not flash
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: No data available
Relative vapour density	: No data available
Relative density	: 1.2 @ 25 °C (77 °F) Reference substance: (water = 1)
Density	: 10.17 lb/gal @ 20 °C (68 °F)
Solubility(ies)	
Water solubility	: Miscible
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available

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SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No dangerous reaction known under conditions of normal use.
Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: Keep away from heat, flame, sparks and other ignition sources.
Incompatible materials	: glass Strong oxidizing agents

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Product:

Acute oral toxicity	: Acute toxicity estimate: 500.1 mg/kg
Acute inhalation toxicity	: Acute toxicity estimate: 50.01 mg/l Exposure time: 4 h Test atmosphere: vapour
Acute dermal toxicity	: Acute toxicity estimate: 500.05 mg/kg

Components:

7664-39-3:

Acute oral toxicity	: Assessment: The component/mixture is highly toxic after single ingestion. Remarks: No data available
Acute inhalation toxicity	: LC50 (Rat): 1610 ppm Assessment: The component/mixture is highly toxic after short term inhalation.
Acute dermal toxicity	: Assessment: The component/mixture is extremely toxic after single contact with skin. Remarks: No data available

Skin corrosion/irritation

Product:

Remarks: Extremely corrosive and destructive to tissue.

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Components:

16961-83-4:

Species: Rat

Result: Causes burns.

7664-39-3:

Species: Rabbit

Result: Causes severe burns.

Serious eye damage/eye irritation

Product:

Remarks: May cause irreversible eye damage.

Components:

7664-39-3:

Species: Rabbit

Result: Risk of serious damage to eyes.

Germ cell mutagenicity

Components:

7664-39-3:

Genotoxicity in vitro

: Test Type: Ames test
Species: Salmonella typhimurium
Result: negative

Genotoxicity in vivo

: Test Type: In vivo micronucleus test
Species: Mouse
Result: negative

Germ cell mutagenicity -
Assessment

: Tests on bacterial or mammalian cell cultures did not show
mutagenic effects.

Carcinogenicity

Components:

7664-39-3:

Species: Rat

NOAEL: 25 mg/kg bw/day

Carcinogenicity - Assess-
ment

: Not classifiable as a human carcinogen.

IARC

No component of this product present at levels greater than or
equal to 0.1% is identified as probable, possible or confirmed
human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or
equal to 0.1% is on OSHA's list of regulated carcinogens.

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NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Reproductive toxicity
Components:
7664-39-3:

Reproductive toxicity - Assessment

Fertility classification not possible from current data.

Teratogenicity - Assessment : Embryotoxicity classification not possible from current data.

Further information
Product:

Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION
Ecotoxicity
Components:
7664-39-3:

Toxicity to fish : Remarks: No data available

Toxicity to daphnia and other aquatic invertebrates : EC50 (Daphnia magna (Water flea)): 97 mg/l
Exposure time: 48 h

Toxicity to algae : Remarks: No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects
Product:

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S.

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Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues : Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922

Do not dispose of waste into sewer.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Send to a licensed waste management company.

Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):

UN1778, Fluorosilicic acid, 8, II

IATA (International Air Transport Association):

UN1778, Fluorosilicic acid, 8, II

IMDG (International Maritime Dangerous Goods):

UN1778, FLUOROSILICIC ACID, 8, II

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Hydrofluoric acid	7664-39-3	100	10001
Hydrochloric acid	7647-01-0	5000	*

*: Calculated RQ exceeds reasonably attainable upper limit.

SARA 304 Extremely Hazardous Substances Reportable Quantity

Components	CAS-No.	Component RQ	Calculated product RQ
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		(lbs)	(lbs)
Hydrofluoric acid	7664-39-3	100	10001
Hydrochloric acid	7647-01-0	5000	*

*: Calculated RQ exceeds reasonably attainable upper limit.

SARA 311/312 Hazards : Corrosive to metals
Acute toxicity (any route of exposure)
Skin corrosion or irritation
Serious eye damage or eye irritation

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

7647-01-0 Hydrochloric acid
7664-39-3 Hydrofluoric acid

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

7647-01-0 Hydrochloric acid
7664-39-3 Hydrofluoric acid

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

16961-83-4 Fluorosilicic Acid
7647-01-0 Hydrochloric acid
7664-39-3 Hydrofluoric acid

Pennsylvania Right To Know

7732-18-5 Water
16961-83-4 Fluorosilicic Acid
7647-01-0 Hydrochloric acid
7664-39-3 Hydrofluoric acid

California Prop 65 : This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA : On TSCA Inventory

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

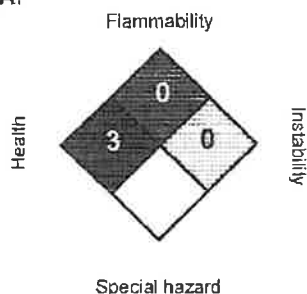
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DSL	: All components of this product are on the Canadian DSL
AICS	: On the inventory, or in compliance with the inventory
NZIoC	: On the inventory, or in compliance with the inventory
ENCS	: On the inventory, or in compliance with the inventory
KECI	: On the inventory, or in compliance with the inventory
PICCS	: On the inventory, or in compliance with the inventory
IECSC	: On the inventory, or in compliance with the inventory

SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	3/
FLAMMABILITY	0
PHYSICAL HAZARD	0

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date : 10/27/2022

Material number:

16166001, 16176538, 16170213, 16169394, 16171091, 16145665, 16144609, 16151122, 16148601, 16159674, 16166531, 16141271, 16148010, 16150746, 16145666, 16143932, 16147890, 16140484

Key or legend to abbreviations and acronyms used in the safety data sheet

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.5

Revision Date: 10/27/2022

ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		



Univar USA Inc Material Safety Data Sheet

MSDS No:

Version No:

Order No:

Univar USA Inc., 17425 NE Union Hill Rd., Redmond WA 98052
(425) 889 3400

Emergency Assistance

For emergency assistance involving chemicals call
Chemtrec - (800) 424-9300



SAFETY DATA SHEET

1. Identification

Product identifier CAIROX® potassium permanganate

Other means of identification

SDS number -

Recommended use Potassium Permanganate is an oxidant recommended for applications that require a strong oxidant.

Recommended restrictions Use in accordance with supplier's recommendations.

Manufacturer / Importer / Supplier / Distributor information

Manufacturer/Supplier CARUS CORPORATION

Address 315 Fifth Street,
Peru, IL 61354, USA

Telephone 815 223-1500 - All other non-emergency inquiries about the product should be directed to the company

E-mail salesmkt@caruscorporation.com

Website www.caruscorporation.com

Contact person Dr. Chithambarathanu Pillai

Emergency Telephone For Hazardous Materials [or Dangerous Goods] Incidents ONLY
(spill, leak, fire, exposure or accident), call CHEMTREC at
CHEMTREC®, USA: 001 (800) 424-9300
CHEMTREC®, Mexico (Toll-Free - must be dialed from within country):
01-800-681-9531
CHEMTREC®, Other countries: 001 (703) 527-3887

2. Hazard(s) identification

Physical hazards Oxidizing solids Category 2

Health hazards Acute toxicity, oral Category 4

Skin corrosion/irritation Category 1B

Serious eye damage/eye irritation Category 1

Specific target organ toxicity, single exposure Category 1 (Respiratory System)

Specific target organ toxicity, repeated exposure Category 1 (Respiratory System, Central Nervous System)

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement May intensify fire; oxidizer. Harmful if swallowed. Causes severe skin burns and eye damage. Causes damage to organs (Respiratory System). Causes damage to organs (Respiratory System, Central Nervous System) through prolonged or repeated exposure.

Precautionary statement

Prevention Keep away from heat. Keep/Store away from clothing and other combustible materials. Take any precaution to avoid mixing with combustibles. Do not breathe dust. Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection. Do not eat, drink or smoke when using this product.

Response In case of fire: Use water for extinction. If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If inhaled: Remove person to fresh air and keep comfortable for breathing. Immediately call a poison center/doctor. If exposed: Call a poison center/doctor.

Storage Store locked up.

Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise
(HNO)

Not classified.

Environmental hazards

Hazardous to the aquatic environment, acute hazard Category 1
Hazardous to the aquatic environment, long-term hazard Category 1

Supplemental information
Hazard symbol



Hazard statement

Very toxic to aquatic life with long lasting effects.

Precautionary statement

Prevention

Avoid release to the environment.

Response

Collect spillage.

3. Composition/information on ingredients

Substances

Chemical name	Common name and synonyms	CAS number	%
Potassium permanganate		7722-64-7	> 97.5

Composition comments

All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Inhalation

Remove victim to fresh air and keep at rest in a position comfortable for breathing. For breathing difficulties, oxygen may be necessary. Get medical attention immediately.

Skin contact

Take off immediately all contaminated clothing. Immediately flush skin with plenty of water. Get medical attention immediately. Wash contaminated clothing before reuse.

Eye contact

Contact with skin may leave a brown stain of insoluble manganese dioxide. This can be easily removed by washing with a mixture of equal volume of household vinegar and 3% hydrogen peroxide, followed by washing with soap and water.
Immediately flush with plenty of water for up to 15 minutes. Remove any contact lenses and open eyelids wide apart. Continue rinsing. Get medical attention immediately.

Ingestion

Immediately rinse mouth and drink plenty of water. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Get medical attention immediately.

Most important
symptoms/effects, acute and
delayed

Contact with this material will cause burns to the skin, eyes and mucous membranes. Permanent eye damage including blindness could result.

Indication of immediate
medical attention and special
treatment needed

Provide general supportive measures and treat symptomatically. In case of shortness of breath, give oxygen. Decomposition products are alkaline. Brown stain is insoluble manganese dioxide.

General information

In the case of accident or if you feel unwell, seek medical advice immediately (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. For personal protection, see Section 8 of the SDS. Wash contaminated clothing before reuse.

5. Fire-fighting measures

Suitable extinguishing media

Flood with water from a distance, water spray or fog.

Unsuitable extinguishing
media

The following extinguishing media are ineffective: Dry chemical. Foam. Carbon dioxide (CO₂). Halogenated materials.

Specific hazards arising from
the chemical

May intensify fire; oxidizer. May ignite combustibles (wood, paper, oil, clothing, etc.). Contact with incompatible materials or heat (135 °C / 275 °F) could result in violent exothermic chemical reaction. Oxidizing agent, may cause spontaneous ignition of combustible materials. By heating and fire, corrosive vapors/gases may be formed.

Special protective equipment
and precautions for firefighters

Self-contained breathing apparatus and full protective clothing must be worn in case of fire. Selection of respiratory protection for firefighting: follow the general fire precautions indicated in the workplace.

**Fire-fighting
equipment/instructions**

Move container from fire area if it can be done without risk. Cool containers exposed to flames with water until well after the fire is out. Prevent runoff from fire control or dilution from entering streams, sewers, or drinking water supply. Dike fire control water for later disposal. Water runoff can cause environmental damage.

6. Accidental release measures**Personal precautions,
protective equipment and
emergency procedures**

Keep unnecessary personnel away. Keep upwind. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Avoid inhalation of vapors and contact with skin and eyes. Wear protective clothing as described in Section 8 of this safety data sheet. Local authorities should be advised if significant spillages cannot be contained.

**Methods and materials for
containment and cleaning up**

Keep combustibles (wood, paper, oil, etc.) away from spilled material. Should not be released into the environment. This product is miscible in water. Stop leak if possible without any risk. Dike the spilled material, where this is possible. Clean up spills immediately by sweeping or shoveling up the material. Do not return spilled material to the original container; transfer to a clean metal or plastic drum. To clean up potassium permanganate solutions, follow either of the following two options:

Option # 1: Dilute to approximately 6% with water, and then reduce with sodium thiosulfate, a bisulfite or ferrous salt solution. The bisulfite or ferrous salt may require some dilute sulfuric acid (10% w/w) to promote reduction. Neutralize with sodium carbonate to neutral pH, if acid was used. Decant or filter and deposit sludge in approved landfill. Where permitted, the sludge may be drained into sewer with large quantities of water.

Option # 2: Absorb with inert media like diatomaceous earth or inert floor dry, collect into a drum and dispose of properly. Do not use saw dust or other incompatible media. Disposal of all materials shall be in full and strict compliance with all federal, state, and local regulations pertaining to permanganates.

To clean contaminated floors, flush with abundant quantities of water into sewer, if permitted by federal, state, and local regulations. If not, collect water and treat as described above.

Environmental precautions

Never return spills in original containers for re-use. For waste disposal, see Section 13 of the SDS. Do not allow to enter drains, sewers or watercourses. Contact local authorities in case of spillage to drain/aquatic environment.

7. Handling and storage**Precautions for safe handling**

Take any precaution to avoid mixing with combustibles. Do not get this material in your eyes, on your skin, or on your clothing. Do not breathe dust or mist or vapor of the solution. Use personal protection as recommended in Section 8 of the SDS. If clothing becomes contaminated, remove and wash off immediately. When using, do not eat, drink or smoke. Good personal hygiene is necessary. Wash hands and contaminated areas with water and soap before leaving the work site. Avoid release to the environment.

**Conditions for safe storage,
including any incompatibilities**

Store locked up. Keep container tightly closed and in a well-ventilated place. Store in a cool, dry place. Store away from incompatible materials (See Section 10). Store in accordance with NFPA 430 requirements for Class II oxidizers.

8. Exposure controls/personal protection**Occupational exposure limits****US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value
Potassium permanganate (CAS 7722-64-7)	Ceiling	5 mg/m ³

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
Potassium permanganate (CAS 7722-64-7)	TWA	0.1 mg/m ³	Inhalable fraction.
		0.02 mg/m ³	Respirable fraction.

US NIOSH Pocket Guide to Chemical Hazards: Recommended exposure limit (REL)

Components	Type	Value	Form
Potassium permanganate (CAS 7722-64-7)	TWA	1 mg/m ³	Fume.

US NIOSH Pocket Guide to Chemical Hazards: Short Term Exposure Limit (STEL)

Components	Type	Value	Form
Potassium permanganate (CAS 7722-64-7)	STEL	3 mg/m ³	Fume.

Biological limit values No biological exposure limits noted for the ingredient(s).
Exposure guidelines Follow standard monitoring procedures.
Appropriate engineering controls Provide adequate general and local exhaust ventilation. An eye wash and safety shower must be available in the immediate work area.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear safety glasses with side shields (or goggles). Wear face shield if there is risk of splashes.

Skin protection

Hand protection Wear chemical-resistant, impervious gloves. Use protective gloves made of: Rubber or plastic. Suitable gloves can be recommended by the glove supplier.

Other

Wear appropriate chemical resistant clothing. Rubber or plastic apron.

Respiratory protection

In case of inadequate ventilation or risk of inhalation of dust, use suitable respiratory equipment with particle filter. In the United States of America, if respirators are used, a program should be instituted to assure compliance with OSHA 29 CFR 1910.134.

Measurement Element: Manganese (Mn)

10 mg/m³

Any particulate respirator equipped with an N95, R95, or P95 filter (including N95, R95, and P95 filtering facepieces) except quarter-mask respirators. The following filters may also be used: N99, R99, P99, N100, R100 or P100.
Any supplied-air respirator.

25 mg/m³

Any supplied-air respirator operated in a continuous-flow mode.
Any powered, air-purifying respirator with a high-efficiency particulate filter.

50 mg/m³

Any air-purifying, full-face piece respirator equipped with an N100, R100, or P100 filter.
Any supplied-air respirator with a tight-fitting face piece that is operated in a continuous-flow mode.
Any powered, air-purifying respirator with a tight-fitting face piece and a high-efficiency particulate filter.
Any self-contained breathing apparatus with a full face piece.
Any supplied-air respirator with a full face piece.

500 mg/m³

Any supplied-air respirator operated in a pressure-demand or other positive-pressure mode.

Emergency or planned entry into unknown concentrations or IDLH conditions -
Any self-contained breathing apparatus that has a full face piece and is operated in a pressure-demand or other positive-pressure mode.

Escape

Any air-purifying, full-face piece respirator equipped with an N100, R100, or P100 filter.
Any appropriate escape-type, self-contained breathing apparatus.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

When using, do not eat, drink or smoke. Keep from contact with clothing and other combustible materials. Remove and wash contaminated clothing promptly. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Appearance Dark purple solid with metallic luster.

Physical state Solid.

Form Solid.

Color Dark purple.

Odor Odorless.

Odor threshold Not available.

pH Not applicable.

Melting point/freezing point Starts to decompose with evolution of oxygen (O₂) at temperatures above 150 °C. Once initiated, the decomposition is exothermic and self sustaining.

Initial boiling point and boiling range Not applicable.

Flash point Not applicable.

Evaporation rate Not applicable.

Flammability (solid, gas) Non flammable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%)	Not applicable.
Flammability limit - upper (%)	Not applicable.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.

Vapor pressure Not applicable.

Vapor density Not applicable.

Relative density 2.7 (20 °C) (Water = 1)

Solubility(ies) 6 % (20 °C)
20 % (65 °C)

Partition coefficient (n-octanol/water) Not available.

Auto-ignition temperature Not available.

Decomposition temperature Not available.

Viscosity Not applicable.

Other information

Explosive properties	Not explosive. Can explode in contact with sulfuric acid, peroxides and metal powders.
Molecular weight	158.03
Oxidizing properties	Strong oxidizing agent.

10. Stability and reactivity

Reactivity The product is non-reactive under normal conditions of use, storage and transport.

Chemical stability Stable at normal conditions.

Possibility of hazardous reactions Contact with combustible material may cause fire. Can explode in contact with sulfuric acid, peroxides and metal powders. Starts to decompose with evolution of oxygen (O₂) at temperatures above 150 °C. Once initiated, the decomposition is exothermic and self sustaining.

Conditions to avoid Contact with incompatible materials or heat (135 °C / 275 °F) could result in violent exothermic chemical reaction.

Incompatible materials Acids. Peroxides. Reducing agents. Combustible material. Metal powders. Contact with hydrochloric acid liberates chlorine gas.

Hazardous decomposition products By heating and fire, corrosive vapors/gases may be formed.

11. Toxicological information

Information on likely routes of exposure

Ingestion	Harmful if swallowed.
Inhalation	May cause irritation to the respiratory system.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.

Symptoms related to the physical, chemical and toxicological characteristics Contact with this material will cause burns to the skin, eyes and mucous membranes. Permanent eye damage including blindness could result.

Information on toxicological effects

Acute toxicity Harmful if swallowed.

Components	Species	Test Results
Potassium permanganate (CAS 7722-64-7)		
Acute		
<i>Dermal</i>		
LD50	Rat	2000 mg/kg
<i>Oral</i>		
LD50	Rat	2000 mg/kg

Skin corrosion/irritation Causes severe skin burns.

Serious eye damage/eye irritation Causes serious eye damage.

CAIROX® potassium permanganate

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Respiratory sensitization	Not classified.
Skin sensitization	Not classified.
Germ cell mutagenicity	Not classified.
Carcinogenicity	Not classified.
Reproductive toxicity	Not classified.
Specific target organ toxicity - single exposure	Causes damage to organs (respiratory system).
Specific target organ toxicity - repeated exposure	Causes damage to organs (respiratory system, central nervous system) through prolonged or repeated exposure.
Aspiration hazard	Not classified.
Chronic effects	May cause damage to respiratory system. Prolonged exposure, usually over many years, to manganese oxide fume/dust can lead to chronic manganese poisoning, chiefly affecting the central nervous system.

12. Ecological information

Ecotoxicity Very toxic to aquatic life with long lasting effects.

Components	Species	Test Results
Potassium permanganate (CAS 7722-64-7)		
Aquatic Fish	LC50 Bluegill (<i>Lepomis macrochirus</i>)	2.7 mg/l, 96 hours, static
		2.3 mg/l, 96 hours, flow through
		2.3 mg/l, 96 hours
		1.8 - 5.6 mg/l
	Carp (<i>Cyprinus carpio</i>)	3.16 - 3.77 mg/l, 96 hours
		2.97 - 3.11 mg/l, 96 hours
	Goldfish (<i>Carassius auratus</i>)	3.3 - 3.93 mg/l, 96 hours, static
	Milkfish, salmon-herring (<i>Chanos chanos</i>)	> 1.4 mg/l, 96 hours
	Rainbow trout (<i>Oncorhynchus mykiss</i>)	1.8 mg/l, 96 hours
		1.08 - 1.38 mg/l, 96 hours
	Rainbow trout, donaldson trout (<i>Oncorhynchus mykiss</i>)	0.77 - 1.27 mg/l, 96 hours
		0.275 - 0.339 mg/l, 96 hours
Persistence and degradability	Expected to be readily converted by oxidizable materials to insoluble manganese oxide.	
Bioaccumulative potential	Potential to bioaccumulate is low.	
Mobility in soil	The product is miscible with water. May spread in water systems.	
Other adverse effects	None known.	

13. Disposal considerations

Disposal instructions	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazardous waste code	D001: Ignitable waste The Waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Do not allow this material to drain into sewers/water supplies.
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Rinse container at least three times to an absence of pink color before disposing. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN1490
UN proper shipping name	Potassium permanganate
Transport hazard class(es)	5.1
Subsidiary class(es)	-
Packing group	II
Environmental hazards	
Marine pollutant	Yes

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
Special provisions IB6, iP2, iP4, T3, TP33
Packaging exceptions 152
Packaging non bulk 212
Packaging bulk 240

IATA

UN number UN1490
UN proper shipping name Potassium permanganate
Transport hazard class(es) 5.1
Subsidiary class(es) -
Packaging group II
Environmental hazards Yes
Labels required 5.1
ERG Code 5L

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number UN1490
UN proper shipping name POTASSIUM PERMANGANATE
Transport hazard class(es) 5.1
Subsidiary class(es) -
Packaging group II
Environmental hazards
Marine pollutant Yes
Labels required 5.1
EmS F-H, S-Q

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable.

15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
 All components are on the U.S. EPA TSCA Inventory List.

CERCLA/SARA Hazardous Substances - Not applicable.

Drug Enforcement Administration (DEA) (21 CFR 1310.02 (b) 8: List II chemical.

Department of Homeland Security (DHS) Chemical Facility Anti-Terrorism Standards (6 CFR 27, Appendix A): Listed.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories
 Immediate Hazard - Yes
 Delayed Hazard - Yes
 Fire Hazard - Yes
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance No

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
Potassium permanganate	7722-64-7	> 97.5

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Potassium permanganate (CAS 7722-64-7)

CAIROX® potassium permanganate

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Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Clean Water Act (CWA) Hazardous substance
Section 112(r) (40 CFR 68.130)**Safe Drinking Water Act (SDWA)** Not regulated.**Drug Enforcement Administration (DEA). List 2, Essential Chemicals (21 CFR 1310.02(b) and 1310.04(f)(2) and Chemical Code Number**

Potassium permanganate (CAS 7722-64-7) 6579

Drug Enforcement Administration (DEA). List 1 & 2 Exempt Chemical Mixtures (21 CFR 1310.12(c))

Potassium permanganate (CAS 7722-64-7) 15 % wt

DEA Exempt Chemical Mixtures Code Number

Potassium permanganate (CAS 7722-64-7) 6579

Food and Drug Administration (FDA) Not regulated.**US state regulations** This product does not contain a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

California OSH Hazardous Substance List: Listed.

US. Massachusetts RTK - Substance List

Potassium permanganate (CAS 7722-64-7)

US. New Jersey Worker and Community Right-to-Know Act

Potassium permanganate (CAS 7722-64-7) 500 lbs

US. Pennsylvania RTK - Hazardous Substances

Potassium permanganate (CAS 7722-64-7)

US. Rhode Island RTK

Not regulated.

US. California Proposition 65**US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance**

Not listed.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 27-November-2013
Revision date -
Version # 01



List of abbreviations

GHS: Globally Harmonized System of Classification and Labeling of hazardous properties of Chemicals.
TWA: Time weighted average.
LD50: Lethal Dose, 50%.
LC50: Lethal Concentration, 50%.
IMDG: International Maritime Dangerous Goods.
IATA: International Air Transport Association.
MARPOL: International Convention for the Prevention of Pollution from Ships.

References

HSDB® - Hazardous Substances Data Bank
Registry of Toxic Effects of Chemical Substances (RTECS)
IARC Monographs. Overall Evaluation of Carcinogenicity
National Toxicology Program (NTP) Report on Carcinogens
ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices

Disclaimer

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change and, therefore, holders and users should satisfy themselves that they are aware of all current data and regulations relevant to their particular use of product. CARUS CORPORATION DISCLAIMS ALL LIABILITY FOR RELIANCE ON THE COMPLETENESS OR ACCURACY OR THE INFORMATION INCLUDED HEREIN. CARUS CORPORATION MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PRODUCT DESCRIBED HEREIN. All conditions relating to storage, handling, and use of the product are beyond the control of Carus Corporation, and shall be the sole responsibility of the holder or user of the product.

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This SDS contains revisions in the following section(s):

This safety data sheet contains revisions in the following section(s):

Univar USA Inc Material Safety Data Sheet

For Additional Information contact MSDS Coordinator during business hours, Pacific time: (425) 889-3400

Notice

Univar USA Inc. ("Univar") expressly disclaims all express or implied warranties of merchantability and fitness for a particular purpose, with respect to the product or information provided herein, and shall under no circumstances be liable for incidental or consequential damages.

Do not use ingredient information and/or ingredient percentages in this MSDS as a product specification. For product specification information refer to a product specification sheet and/or a certificate of analysis. These can be obtained from your local Univar sales office.

All information appearing herein is based upon data obtained from the manufacturer and/or recognized technical sources. While the information is believed to be accurate, Univar makes no representations as to its accuracy or sufficiency. Conditions of use are beyond Univar's control and therefore users are responsible to verify this data under their own operating conditions to determine whether the product is suitable for their particular purposes and they assume all risks of their use, handling, and disposal of the product, or from the publication or use of, or reliance upon, information contained herein.

This information relates only to the product designated herein, and does not relate to its use in combination with any other material or in any other process

Safety Data Sheet

1. IDENTIFICATION

Product Identifier

Product Name Aluminum Chloride Hydroxide Sulfate Solution

Other means of identification

SDS # 102

UN/ID No

UN1760

Manufacturer

USALCO, LLC
2601 Cannery Ave
Baltimore, MD 21226

Recommended use of the chemical and restrictions on use

Recommended Use Water treatment chemical.

Emergency Telephone Number

Company Phone Number 410-918-2230

Emergency Telephone (24 hr) 800-282-5322

2. HAZARDS IDENTIFICATION

Appearance Clear, Colorless to amber **Physical State** Liquid **Odor** Negligible

Classification

Irritating to eyes	Category 2
Corrosive to metals	Category 1

Signal Word

Warning

Hazard Statements

Causes skin and eye irritation

May be corrosive to metals

Precautionary Statements - Prevention

Wash face, hands and any exposed skin thoroughly after handling.

Do not eat, drink or smoke when using this product.

Wear protective gloves, and eye protection. Keep only in original container.

Precautionary Statements - Response

If on skin: Wash with plenty of water. If skin irritation occurs: Get medical attention. Take off contaminated clothing and wash it before reuse. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do.

Continue rinsing. If eye irritation persists: Get medical attention.

Precautionary Statements - Storage

Store in corrosive resistant plastic or FRP container or a container with corrosive resistant inner liner.

Precautionary Statements - Disposal

Dispose in accordance with all applicable regulations. Subject to disposal regulations: U.S. EPA 40 CFR 262. Hazardous Waste Number(s): May be D002 under §261.22(a)(2) due to the rate of corrosion of metal.



3. COMPOSITION/INFORMATION ON INGREDIENTS

Synonyms Polyaluminum chloride, solution

Chemical Name	CAS No	Weight-%
Water	7732-18-5	55-85
Aluminum Chloride Hydroxide Sulfate	39290-78-3	15-45

4. FIRST-AID MEASURES

First Aid Measures

General Advice	After first aid, get appropriate in-plant, paramedic, or community medical support.
Eye Contact	Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get immediate medical advice/attention.
Skin Contact	Wash off immediately with plenty of water. Take off contaminated clothing.
Inhalation	(mist or spray) Remove from exposure; seek medical treatment if any symptoms occur.
Ingestion	If conscious give large amounts of water. Seek medical attention immediately.

Most important symptoms and effects

Symptoms Causes serious eye damage. May cause skin irritation.

Indication of any immediate medical attention and special treatment needed

Notes to Physician Treat symptomatically.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable Extinguishing Media None identified.

Specific Hazards Arising from the Chemical Negligible fire hazard. Decomposition products may be toxic.

Hazardous Decomposition Products Hydrogen chloride. Sulfur dioxide.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear. Do not release runoff from fire control methods to sewers or waterways.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal Precautions	Use personal protection recommended in Section 8. Keep unnecessary people away, isolate hazard area and restrict entry.
Environmental Precautions	Do not release into sewers or waterways. See Section 12 for additional Ecological Information.

Methods and material for containment and cleaning up

Methods for Containment Prevent further leakage or spillage if safe to do so.

Methods for Clean-Up

Small Spills: If directed to an industrial sewer, wash down with large volumes of water. Spills can be neutralized and absorbed with soda ash or lime, but neutralization will release carbon dioxide, which can generate a breathing hazard. For large spills, dike far ahead of spill for later disposal. Contain large spills and pump into a suitable tank for disposal. Neutralize with soda ash or lime if necessary. Adequate ventilation is required due to release of Carbon Dioxide.

7. HANDLING AND STORAGE**Precautions for safe handling****Advice on Safe Handling**

Ensure that all containers are labeled in accordance with OSHA regulations. Treat as a dilute acid. Avoid contact with metal, as product will slowly corrode iron, brass, copper, aluminum and mild steel. Avoid contact with skin and eyes. Use personal protection recommended in Section 8. Wash thoroughly after handling. Do not breathe dust/fume/gas/mist/vapors/spray.

Conditions for safe storage, including any incompatibilities**Storage Conditions**

Keep containers tightly closed in a dry, cool and well-ventilated place. Keep storage temperature below 30°C/86°F. Store away from incompatible materials. Keep only in original container.

Packaging Materials

Store in rubber-lined, plastic or FRP vessels.

Incompatible Materials

Metals such as aluminum, tin, and zinc. Strong alkalis.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION**Exposure Guidelines**

No exposure limits noted for ingredient(s)

Appropriate engineering controls**Engineering Controls**

Eyewash stations. Showers.

Individual protection measures, such as personal protective equipment**Eye/Face Protection**

Wear appropriate protective eyeglasses or chemical safety goggles as described by OSHA's eye and face protection regulations in 29 CFR 1910.133. Contact lenses are not eye protective devices. Appropriate eye protection must be worn instead of, or in conjunction with, contact lenses.

Skin and Body Protection

Wear appropriate clothing to prevent repeated or prolonged skin contact.

Respiratory Protection

Seek professional advice prior to respirator selection and use. Select respirator based on its suitability to provide adequate worker protection for given working conditions, level of airborne contamination, and presence of sufficient oxygen. **WARNING:** Air-purifying respirators do not protect workers in oxygen-deficient atmospheres.

General Hygiene Considerations

Contaminated Equipment: Separate contaminated work clothes from street clothes. Remove this material from your shoes and clean personal protective equipment. Do not eat, drink, smoke, or apply cosmetics while handling this product. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Wash contaminated clothing before reuse.

9. PHYSICAL AND CHEMICAL PROPERTIES**Information on basic physical and chemical properties**

Appearance	Liquid, clear, colorless to amber color
Odor	Negligible
Odor threshold	Not determined
pH	>2 to 3.5
Relative density; (specific gravity)	1.2 ± 0.1 (1=Water) @ 4°C
Melting point/freezing point	< -17.8°C / <0°F
Initial boiling point and boiling range	> 110°C / >230°F
Decomposition temperature	±120°C / 250°F
Viscosity	5-50 centipoise @ 25 °C (77 °F)
Auto-ignition temperature	Not flammable
Evaporation rate;	Similar to water
Flammability (solid, gas)	Not flammable
Flash point	Will not burn
Upper/lower flammability or explosive limits	Will not burn
Partition coefficient: n-octanol/water	Not relevant
Solubility	Soluble in water
Vapor density	Similar to water
Vapor pressure	Similar to water

10. STABILITY AND REACTIVITY**Reactivity**

Not reactive under normal conditions.

Chemical Stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

Reacts with Zinc and Aluminum to form Hydrogen gas. Contact with strong alkalis (e.g. Ammonia and its solutions, Sodium hydroxide (caustic), Potassium hydroxide, chlorites) may generate heat, splattering or boiling and toxic vapors.

Hazardous Polymerization

Hazardous polymerization does not occur.

Conditions to Avoid

Contact with incompatible materials.

Incompatible Materials

Metals such as aluminum, tin, and zinc. Strong alkalis.

Hazardous Decomposition Products

Hydrogen chloride. Sulfur dioxide.

11. TOXICOLOGICAL INFORMATION**Information on likely routes of exposure****Product Information**

Eye Contact	Causes serious eye irritation.
Skin Contact	Avoid contact with skin.
Inhalation	Avoid breathing vapors or mists.
Ingestion	Do not taste or swallow.

Component Information

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Aluminum Chloride Hydroxide Sulfate 39290-78-3	> 5000 mg/kg (Rat)	-	-

Information on physical, chemical and toxicological effects

Symptoms Please see section 4 of this SDS for symptoms.

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Carcinogenicity This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.

Numerical measures of toxicity

Not determined

12. ECOLOGICAL INFORMATION

Ecotoxicity

An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.

Chemical Name	Algae/aquatic plants	Fish	Toxicity to microorganisms	Crustacea
Aluminum Chloride Hydroxide Sulfate 39290-78-3		1460 - 1500: 48 h Leuciscus idus melanotus mg/L LC50 static		

Persistence/Degradability

Not determined

Bioaccumulation

Not determined

Mobility

Chemical Name	Partition Coefficient
Aluminum Chloride Hydroxide Sulfate 39290-78-3	3

Other Adverse Effects

Not determined

13. DISPOSAL CONSIDERATIONS

Waste Treatment Methods

Disposal of Wastes Disposal should be in accordance with applicable regional, national and local laws and regulations. Subject to disposal regulations: U.S. EPA 40 CFR 262. Hazardous Waste Number(s): May be D002 under §261.22(a)(2) due to the rate of corrosion of metal.

Contaminated Packaging Disposal should be in accordance with applicable regional, national and local laws and regulations.

14. TRANSPORT INFORMATION

Note

Please see current shipping paper for most up to date shipping information, including exemptions and special circumstances.

DOT

UN/ID No UN1760
Proper Shipping Name Corrosive liquid, n.o.s. (Aluminum chloride hydroxide sulfate)
Hazard Class 8
Packing Group III

Revision Date: 1/31/2019

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IATA

UN/ID No	UN1760
Proper Shipping Name	Corrosive liquid, n.o.s. (Aluminum chloride hydroxide sulfate)
Hazard Class	8
Packing Group	III

IMDG

UN/ID No	UN1760
Proper Shipping Name	Corrosive liquid, n.o.s. (Aluminum chloride hydroxide sulfate)
Hazard Class	8
Packing Group	III
Marine Pollutant	This material may meet the definition of a marine pollutant

15. REGULATORY INFORMATION
International Inventories

Not determined

US Federal Regulations
Component Analysis

None of this products components are listed under SARA Section 302 (40 CFR 355 Appendix A), SARA Section 313 (40 CFR 372.65), or CERCLA (40 CFR 302.4).

SARA 311/312 Hazard Categories

Acute Health Hazard	Yes
Chronic Health Hazard	No
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

SARA 313

Not listed

CWA (Clean Water Act)

Not listed

US State Regulations
U.S. State Right-to-Know Regulations

Not determined

16. OTHER INFORMATION

<u>NFPA</u>	Health Hazards	Flammability	Instability	Special Hazards
	1	0	0	Not determined
<u>HMIS</u>	Health Hazards	Flammability	Physical Hazards	Personal Protection
	1	0	0	Not determined

Issue Date	2/1/2012
Revision Date:	3/3/2015 New format; 1/31/2019 Review
Revision Note	

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

SAFETY DATA SHEET



Certified to
NSF/ANSI/CAN 60

MUL = 150 mg/L (dry basis)

Revision date 12-Jun-2023

Revision Number 5

1. Identification

Product identifier

Product Name Aluminum Sulfate Solution, Iron Free

Other means of identification

Product Code(s) 3207Z

UN number or ID number UN3264

Synonyms Water and Wastewater Treatment Coagulant/Flocculant

Recommended use of the chemical and restrictions on use

Recommended use No information available

Restrictions on use No information available None known

Details of the supplier of the safety data sheet

Supplier Address

G2O Technologies LLC
1 Riverside Way,
Phillipsburg, NJ 08865
+1-800-453-2586 Hours: Monday-Friday
9:00-5:00 CST (Central Standard Time)

Manufacturer Address

USALCO, LLC
2601 Cannery Ave.
Baltimore, MD 21226

Contact Point sds@usalco.com

Emergency Telephone CHEMTREC: (800) 424-9300
Outside USA - +1 (703) 527-3887 collect calls accepted

2. Hazard(s) identification

Classification

Skin corrosion/irritation	Category 1
Serious eye damage/eye irritation	Category 1
Corrosive to metals	Category 1

Hazards not otherwise classified (HNOC)

Not applicable

Label elements**DANGER****Hazard statements**

Causes severe skin burns and eye damage
May be corrosive to metals



Appearance Clear

Physical state Liquid

Odor No appreciable odor

Precautionary Statements - Prevention

Keep only in original packaging.
Do not breathe dust/fume/gas/mist/vapors/spray.
Wash hands, face and any exposed skin thoroughly after handling. Do not touch eyes.
Wear protective gloves/protective clothing/eye protection/face protection.

Precautionary Statements - Response

Get emergency medical help immediately.
IF IN EYES: Immediately rinse with water for several minutes. Remove contact lenses, if present and easy to do so. Continue rinsing.
If eye irritation persists: Get medical advice/attention
IF ON SKIN (or hair): Take off immediately all contaminated clothing. Immediately rinse with water for several minutes.
If skin irritation occurs: Get medical advice/attention
Wash contaminated clothing before reuse.
IF INHALED: Remove person to fresh air and keep comfortable for breathing
If experiencing respiratory symptoms: Call a POISON CENTER or doctor/physician
IF SWALLOWED: Rinse mouth. Do NOT induce vomiting

Precautionary Statements - Storage

Store locked up.
Store in corrosive resistant container with a resistant inner liner.

Precautionary Statements - Disposal

Dispose of contents/container to an approved waste disposal plant.

Other information

May be harmful if swallowed.

3. Composition/information on ingredients**Substance**

Not applicable.

Mixture**Synonyms**

Water and Wastewater Treatment Coagulant/Flocculant.

Chemical name	CAS No	Weight-%	Trade secret
Water	7732-18-5	>70%	*
Aluminum sulfate	10043-01-3	<30%	*

*The exact percentage (concentration) of composition has been withheld as a trade secret. While some components are claimed as trade secret in accordance with the provision of OSHA 29 CFR 1910.1200(i), all known hazards are clearly communicated within this document.

4. First-aid measures

Description of first aid measures

General advice	Get medical attention immediately if symptoms occur. Show this safety data sheet to the doctor in attendance.
Inhalation	Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, (trained personnel should) give oxygen. Call physician immediately. If not breathing, give artificial respiration. If breathing is difficult, (trained personnel should) give oxygen. Call a physician immediately.
Eye contact	Remove contact lenses, if worn. Immediately flush eyes for 5 to 10 minutes with plenty of water and keep eyelids open as much as possible. Washing within one minute is essential to achieve maximum effectiveness. Seek medical advice immediately.
Skin contact	Immediately flush skin with plenty of soap and water for at least 15 minutes. Remove contaminated clothing and shoes. Wash contaminated clothing before reuse. If skin irritation occurs: Get medical advice/attention.
Ingestion	Do not induce vomiting. Give large amounts of water followed by milk if available. If vomiting should occur spontaneously, keep airway clear. Get medical attention. Never give anything by mouth to an unconscious person.
Self-protection of the first aider	Ensure that medical personnel are aware of the material(s) involved, take precautions to protect themselves and prevent spread of contamination. Avoid direct contact with skin. Use barrier to give mouth-to-mouth resuscitation. Avoid contact with skin, eyes or clothing. Wear personal protective clothing (see section 8).

Most important symptoms and effects, both acute and delayed

Symptoms	Skin, eye and respiratory tract irritation. May cause redness and tearing of the eyes. Burning sensation. Itching. Rashes. Redness. Dermatitis. Difficulty in breathing. Coughing and/ or wheezing. Stomach pains.
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Indication of any immediate medical attention and special treatment needed

Note to physicians	Aluminum soluble salts may cause gastroenteritis if ingested. Treatment includes the use of demulcents. Note: Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.
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5. Fire-fighting measures

Suitable Extinguishing Media	Not combustible. Use appropriate extinguishing media for material that is supplying fuel. Use water spray to cool the surrounding area and maintain fire temperature below decomposition temperature.
Large Fire	CAUTION: Use of water spray when fighting fire may be inefficient.
Unsuitable extinguishing media	Do not scatter spilled material with high pressure water streams.
Specific hazards arising from the chemical	At temperatures above 650 °C (1202 °F) the product will decompose to give off sulfur trioxide, an oxidizing agent that will support combustion. Sulfur trioxide will react with water to yield sulfuric acid.
Explosion data	
Sensitivity to mechanical impact	None.
Sensitivity to static discharge	None.
Special protective equipment for fire-fighters	Use self-contained breathing apparatus in confined areas; avoid breathing mist or spray. Full protective clothing and approved self-contained breathing apparatus required for

firefighting personnel. Cool containers with flooding quantities of water until well after fire is out.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Personal precautions Wear suitable protective clothing and gloves.

Other information Refer to protective measures listed in Sections 7 and 8.

Methods and material for containment and cleaning up

Methods for containment Prevent further leakage or spillage if safe to do so.

Methods for cleaning up Stop leaks. Use absorbent material to clean up spills. Place in labeled waste container for disposal. Provide adequate ventilation to spill area.

7. Handling and storage

Precautions for safe handling

Advice on safe handling Keep container closed when not in use. Avoid contact with skin, eyes or clothing. Wear chemical splash goggles, gloves, and protective clothing when handling. Wash thoroughly after handling. Avoid breathing vapors or mists. Use with adequate ventilation and employ respiratory protection where mist or spray may be generated. Do not take internally. FOR INDUSTRIAL USE ONLY.

Conditions for safe storage, including any incompatibilities

Storage Conditions Avoid storing at temperatures near or below freezing point. Keep material from coming into contact with common metals due to the corrosive nature of this product. Do not store below 40 °F (4 °C), product may congeal or stratify if cold. Store in a cool, dry place away from direct heat.

Packaging materials Store in corrosion resistant container with a resistant inner liner.

8. Exposure controls/personal protection

Control parameters

Exposure Limits

Chemical name	ACGIH TLV	OSHA PEL	NIOSH
Aluminum sulfate 10043-01-3	-	(vacated) TWA: 2 mg/m ³ Al Aluminum	TWA: 2 mg/m ³ Al

Biological occupational exposure limits

This product, as supplied, does not contain any hazardous materials with biological limits established by the region specific regulatory bodies.

Appropriate engineering controls

Engineering controls Local exhaust ventilation as necessary to maintain exposures to within applicable limits. Please refer to the ACGIH document, 'Industrial Ventilation, A Manual of Recommended Practices', most recent edition, for details. If there are no applicable or established exposure limit requirements or guidelines, general ventilation should be sufficient.

Individual protection measures, such as personal protective equipment

Eye/face protection	Wear chemical splash goggles and face shield (when eye and face contact is possible due to splashing or spraying of material).
Hand protection	Appropriate chemical resistant gloves should be worn.
Skin and body protection	Standard work clothing and work shoes.
Respiratory protection	If exposures exceed the PEL or TLV, use NIOSH/MSHA approved respirator in accordance with OSHA Respiratory Protection Requirements under 29 CFR 1910.134. If there are no applicable or established exposure limit requirements or guidelines, general ventilation should be sufficient.
Environmental exposure controls	Do not allow liquid to enter streams or waterways.
General hygiene considerations	Handle in accordance with good industrial hygiene and safety practice. Ensure that eyewash stations and safety showers are close to the workstation location.

9. Physical and chemical properties**Information on basic physical and chemical properties**

Physical state	Liquid
Appearance	Clear
Color	Colorless to yellow-brown or blue-green
Odor	No appreciable odor
Odor threshold	No information available

Property	Values	Remarks • Method
pH	1.5 - 2.8	As is
Melting point / freezing point	-10 - -1 °C (5 - 30 °F)	None known
Boiling point / boiling range	~ 101 (214 °F)	No information available
Flash point	Not applicable No data available	No information available
Evaporation rate	No information available No data available	No information available
Flammability (solid, gas)	Not applicable No data available	No information available
Flammability Limit in Air		None known
Upper flammability or explosive limits	No data available	
Lower flammability or explosive limits	No data available	
Vapor pressure	No data available	No information available
Relative vapor density	No data available	No information available
Relative density	1.293 - 1.333	
Water solubility	Soluble below pH 4	
Solubility(ies)	No information available	None known
Partition coefficient	No data available	None known
Autoignition temperature	Not applicable No data available	None known
Decomposition temperature	No information available -	None known
Kinematic viscosity	No data available	No information available
Dynamic viscosity	30 - 50 cps	Brookfield @ 25 °C

Other information

Explosive properties	No information available
Oxidizing properties	No information available
Softening point	No information available
Molecular weight	No information available
VOC Content (%)	No information available
Liquid Density	10.78 - 11.11 lbs./gal.
Bulk density	No information available

10. Stability and reactivity

Reactivity	No information available.
Chemical stability	Stable under normal conditions.
Possibility of hazardous reactions	None under normal processing.
Hazardous polymerization	Not anticipated under normal or recommended handling and storage conditions.
Conditions to avoid	High temperatures greater than 650° C (1202° F) as material may decompose to form aluminum oxide and sulfur trioxide (an oxidizing agent that supports combustion).
Incompatible materials	This product reacts with strong alkali to form aluminum hydroxide. This product may be weakly corrosive to carbon and stainless steel and incompatible with strong oxidizing agents, iron, copper or copper alloys.

Hazardous decomposition products Thermal decomposition products include oxides of aluminum and sulfur.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Inhalation of mist or spray may irritate respiratory tract and may cause burns and difficulty breathing.
Eye contact	Based on pH, this product is expected to cause severe eye irritation, possibly resulting in burns and eye damage. Prolonged exposure to Aluminum salts may cause conjunctivitis. Prolonged exposure to Aluminum salts may cause conjunctivitis.
Skin contact	Prolonged and/or repeated contact will cause severe skin irritation and burns.
Ingestion	May cause irritation of the mouth, throat and stomach. Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms	Skin contact: Adverse symptoms may include the following: irritation and redness. Eye contact: Adverse symptoms may include the following: watering, redness, and irritation. Inhalation: Adverse symptoms may include the following: respiratory tract irritation, coughing. Ingestion: Adverse symptoms may include the following: stomach pains, gastrointestinal irritation, nausea, vomiting and diarrhea.
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Acute toxicity

Numerical measures of toxicity

The following values are calculated based on chapter 3.1 of the GHS document .

ATEmix (oral) 7148 mg/kg

Oral LD50 6207 (Mouse)

British Journal of Medicine. (British Medical Journal, 1172 Commonwealth Ave., Boston, MA 02134) V.1 - 1960

Component Information Unreported route - Mouse LD50: 520 mg/kg
Unreported route - Mouse LD50: 520 mg/kg
Unreported route - Rat LD50: 410 mg/kg

Gigiena Sanitariya. (V/O Mezhdunarodnaya Kniga, 113095 Moscow, USSR) V. 1 -1936 - (For English translation see Hygiene and Sanitation (USSR). (Springfield, VA) 1964-71.

Discontinued) (NIOSH Registry of Toxic Effects of Chemical Substances
RTECS#:BD1700000).

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
Water 7732-18-5	> 90 mL/kg (Rat)	-	-
Aluminum sulfate 10043-01-3	= 1930 mg/kg (Rat)	-	-

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Skin corrosion/irritation	Irritating to skin.
Serious eye damage/eye irritation	Severe eye irritation- rabbit- 10 mg/24 hour National Technical Information Services. (Springfield, VA 22161) (Formerly US Clearinghouse for Scientific & Technical Information) (NIOSH Registry of Toxic Effects of Chemical Substances RTECS#: BD1700000).
Respiratory or skin sensitization	No information available.
Germ cell mutagenicity	No information available.
Carcinogenicity	No information available.
Reproductive toxicity	No information available.
Developmental toxicity	No information available.
STOT - single exposure	No information available.
STOT - repeated exposure	No information available.
Target organ effects	Respiratory system, Skin.
Aspiration hazard	No information available.
Other adverse effects	No information available.
Interactive effects	No information available.

12. Ecological information

Ecotoxicity	Fish - See ECOTOX: Ecotoxicological Database at http://www.epa.ecotox Crustacea - See ECOTOX: Ecotoxicological Database at http://www.epa/ecotox Algae/aquatic plants - No information available
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Chemical name	Algae/aquatic plants	Fish	Toxicity to microorganisms	Crustacea
Aluminum sulfate 10043-01-3	-	LC50 (96 h) = 100 mg/L (Carassius auratus) LC50 (96 h static) = 37 mg/L (Gambusia affinis)	-	-

Persistence and degradability Not determined. No information available.

Bioaccumulation No information available.

Mobility Not determined. No information available.

Other adverse effects No information available.

13. Disposal considerations

Waste treatment methods

Waste from residues/unused products Dispose of product in an approved chemical waste landfill or incinerate in accordance with applicable Federal, state and local regulations.

Contaminated packaging Since empty containers retain product residue, follow label warnings even after container is emptied.

US EPA Waste Number D002 (Corrosivity).

14. Transport information

DOT

UN number or ID number UN3264
Proper shipping name Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate Solution)
Transport hazard class(es) 8
Packing group III
DOT Reportable Quantity lbs. (calculated) 18,000 lbs
Emergency Response Guide Number 154

TDG

UN number or ID number UN3264
UN proper shipping name Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate Solution)
Transport hazard class(es) 8
Packing group III

Technical Name
Description Contains Aluminum Sulfate Solution

ICAO (air)

IATA

UN number or ID number UN3264
UN proper shipping name Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate Solution)
Transport hazard class(es) 8
Packing group III
ERG Code 8L

IMDG

UN number or ID number UN3264
UN proper shipping name Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate Solution)
Transport hazard class(es) 8
Packing group III
EmS-No F-A; S-B

15. Regulatory information

International Inventories

TSCA

All ingredients are on the inventory or exempt from listing.

Chemical name	CAS No	US TSCA Inventory listing	US TSCA inactive/active designation
Water	7732-18-5	Present	Active
Aluminum sulfate	10043-01-3	Present	Active

DSL/NDSL

All ingredients are on the DSL inventory or exempt from listing. None of the ingredients are on the NDSL inventory.

EINECS/ELINCS

All ingredients are on the EINECS inventory or are exempt from listing. None of the ingredients are on the ELINCS inventory.

ENCS

All ingredients are on the inventory or exempt from listing.

IECSC

All ingredients are on the inventory or exempt from listing.

KECL

All ingredients are on the inventory or exempt from listing.

PICCS

All ingredients are on the inventory or exempt from listing.

AICS

All ingredients are on the inventory or exempt from listing.

Legend:**TSCA** - United States Toxic Substances Control Act Section 8(b) Inventory**DSL/NDSL** - Canadian Domestic Substances List/Non-Domestic Substances List**EINECS/ELINCS** - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances**ENCS** - Japan Existing and New Chemical Substances**IECSC** - China Inventory of Existing Chemical Substances**KECL** - Korean Existing and Evaluated Chemical Substances**PICCS** - Philippines Inventory of Chemicals and Chemical Substances**AICS** - Australian Inventory of Chemical Substances**US Federal Regulations****SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Should this product meet EPCRA 311/312 Tier reporting criteria at 40 CFR 370, refer to Section 2 of this SDS for appropriate classifications.

CWA (Clean Water Act)

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

Chemical name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Aluminum sulfate 10043-01-3	5000 lb	-	-	X

CERCLA

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302).

Chemical name	Hazardous Substances RQs	Extremely Hazardous Substances RQs	Reportable Quantity (RQ)
Aluminum sulfate 10043-01-3	5000 lbs. final RQ 2267 kg final RQ	-	RQ 17,500 lbs. as solution RQ 7,937 kg as solution

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

Chemical name	New Jersey	Massachusetts	Pennsylvania
Aluminum sulfate 10043-01-3	0068	Present	Present

U.S. EPA Label Information

EPA Pesticide Registration Number Not applicable

16. Other information

NFPA	Health hazards 2	Flammability 0	Instability 0	Special hazards
HMIS	Health hazards 2	Flammability 0	Physical hazards 0	Personal protection B

Key or legend to abbreviations and acronyms used in the safety data sheet**Legend Section 8: Exposure controls/personal protection**

TWA	TWA (time-weighted average)	STEL	STEL (Short Term Exposure Limit)
Ceiling	Maximum limit value	*	Skin designation

Key literature references and sources for data used to compile the SDS

Agency for Toxic Substances and Disease Registry (ATSDR)
U.S. Environmental Protection Agency ChemView Database
European Food Safety Authority (EFSA)
EPA (Environmental Protection Agency)
Acute Exposure Guideline Level(s) (AELG(s))
U.S. Environmental Protection Agency Federal Insecticide, Fungicide, and Rodenticide Act
U.S. Environmental Protection Agency High Production Volume Chemicals
Food Research Journal
Hazardous Substance Database
International Uniform Chemical Information Database (IUCID)
Japan GHS Classification
Australia National Industrial Chemicals Notification and Assessment Scheme (NICNAS)
NIOSH (National Institute for Occupational Safety and Health)
National Library of Medicine's ChemID Plus (NLM CIP)
National Library of Medicine's PubMed database (NLM PUBMED)
National Toxicology Program (NTP)
New Zealand's Chemical Classification and Information Database (CCID)
Organization for Economic Co-operation and Development Environment, Health, and Safety Publications
Organization for Economic Co-operation and Development High Production Volume Chemicals Program
Organization for Economic Co-operation and Development Screening Information Data Set
World Health Organization

Revision date 12-Jun-2023
Revision Note No information available.

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

NOTICE TO BIDDERS

Sealed bids will be received by the City of Ashland, Kentucky on the following item(s):

PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, DEPARTMENT OF UTILITY OPERATIONS.

Specifications and bid instructions may be seen and obtained in the Office of the Director of Engineering/Utilities, City Building, Ashland, Kentucky, during regular office hours or telephone (606) 385-3332.

Bids will be received by the City Clerk until **3:00 P.M., EST., March 20, 2025**. At **3:15 P.M., EST., March 20, 2025**, the bids will be opened and publicly read in the Commissioner's Chambers, Third Floor, City Building, 1700 Greenup Avenue, Ashland, Kentucky.

The City of Ashland through its City Manager, reserves the right to accept all or to reject all or any part of the bid should it be deemed to be in the best interest of the City of Ashland.

MARK HALL
DIRECTOR OF UTILITY OPERATIONS

PUBLISHED: Online at www.ashlandky.gov on March 5, 2025



Dear Prospective Bidder:

The City of Ashland appreciates your assistance in making a careful study of the specifications and contract documents for the purpose of offering suggestions as to contract periods, quantities, terms, detailed specifications, trade customs, etc., which you believe to be for the best interest of the City of Ashland.

In soliciting an interest on your part in reviewing our bidding forms, we believe closer cooperation will be developed between prospective bidders and the City of Ashland.

In the event you are unable to bid, we will appreciate your advising this office, in writing. Failure to do so will result in your name or firm being removed from our mailing list.

Sincerely,
City of Ashland
tlr

AGENDA ITEM: _____
DATE: _____

CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)

Date Submitted: 04/10/2025	Date Requested: 04/24/2025
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other Consent	Evonik Corporation Peracetic Acid

RECOMMENDATION:

Mark Hall, Director of Utility Operations requests an Ordinance from the City of Ashland, Kentucky, authorizing Chuck D. Charles, Mayor, to enter into an agreement with Evonik Corporation 2 Turner Place, Piscataway, NJ 08855, for the purchase of Peracetic Acid for one year, Divisions of Water Production and Wastewater Treatment, Department of Utility Operations

DISCUSSION:

Results from the bid on March 20th, 2025 –
Peracetic Acid - \$0.797 per lb.

FISCAL IMPACT:

Last year's price was –
Peracetic Acid - \$0.777 per lb. An increase of – 2.574%
All Low bids were accepted.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Teena Rucker
Teena Rucker

Recommended by:

Mark Hall
Mark Hall

Approved by:

City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH EVONIK CORPORATION FOR THE PURCHASE OF PERACETIC ACID AT A PRICE OF \$0.797 PER POUND FOR THE DEPARTMENT OF UTILITY OPERATIONS, DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor, be and he is hereby authorized and directed to execute a contract between the City of Ashland, Kentucky and Evonik Corporation, 2 Turner Place, Piscataway, NJ 08855, for the purchase of Peracetic Acid in accordance with the bid of the company in an amount not to exceed those set forth in the attached contract. A copy of said contract is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: MARK HALL
DIRECTOR OF UTILITY OPERATIONS

\\ORDINANCE\Chemical.Evonik

**PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER
PRODUCTION AND WASSTEWATER TREATMENT, DEPARTMENT OF
UTILITY OPERATIONS.**

THIS CONTRACT made and entered into this ____ day of _____, 2025, by and between the **CITY OF ASHLAND, KENTUCKY**, a Municipal Corporation, hereinafter known as the **CITY**, acting by and through its Mayor, Chuck D. Charles, duly authorized thereunto, and **EVONIK CORPORATION, 2 TUNER PLACE, PISCATAWAY, NJ 08855**, party of the second part, hereinafter known as the **COMPANY**.

WITNESSETH: That for and in consideration of the unit prices as listed on the bid form attached hereto to be paid by the **CITY** to the **COMPANY** as hereinafter contained and set forth, and in further consideration of the mutual covenants and agreements hereinafter contained and set forth, the **COMPANY** has agreed and does by these presents, hereby covenant, agree and bind itself to furnish and perform to and for the **CITY** all necessary supervision, labor, material, tools, equipment, (except as specified), services and all facilities required for the completion of this Contract for the City of Ashland, Department of Utility Operations, all in accordance with the Bid of the **COMPANY** dated **MARCH 20th, 2025**. Said specifications and Bid Form are attached hereto and made part of this Contract to all intents and purposes as though set out at length in words and figures herein.

COMPANY shall indemnify and hold the **CITY** harmless from any claim or cause of action arising out of **COMPANY'S** performance for the duration of this contract, and further, **COMPANY** assumes all costs of defending the **CITY** against any claims asserted, including attorney's fees.

**PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER
PRODUCTION AND WASTEWATER TREATMENT, FOR THE DEPARTMENT
OF UTILITY OPERATIONS.**

PAGE 2 OF 2

COMPANY agrees to obtain and maintain in force at all times sufficient liability insurance to cover claims against the **CITY** and naming the **CITY** as an additional insured party. Further, **COMPANY** shall provide the **CITY** with evidence of insurance.

IN TESTIMONY OF ALL WHICH, the said **CITY** has caused its Corporate Name to be affixed by Chuck D. Charles, attested by Susan Maddix, City Clerk and its Corporate Seal to be hereunto affixed, and the **COMPANY** has caused its Corporate name to be hereunto subscribed in duplicate original copies, each party taking a copy, this the day and date first written. This contract will become effective May 1, 2025, and shall terminate on April 30, 2026.

CITY OF ASHLAND, KENTUCKY

BY _____
CHUCK D. CHARLES, MAYOR

ATTEST:

SUSAN MADDIX, CITY CLERK

EVONIK CORPORATION

BY _____

TITLE _____

DATE _____

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE.

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
LIQUID CAUSTIC SODA	60,000 GAL. 25% (Price by Super Sack)	\$ _____ / gal. \$ _____ / lb.	No Bid \$ _____ \$ _____		
ACTIVATED CARBON					
HYDROFLUOSILICIC ACID	24,000 GAL. - 1,000- 1,100 Gal. Bulk	\$ _____ / gal.	No Bid \$ _____		
LIQUID POLYMER <i>SEWER PLANT</i>	3000 GALLONS	\$ _____ / gal.	No bid \$ _____		
POTASSIUM PERMANGANATE	26,000 LBS	\$ _____ / lb.	No Bid \$ _____		
ALUMINUM SULFATE (Liquid)	55,000 Gallons Bulk by Truck	\$ _____ / gal.	No bid \$ _____		

Evonik Corporation

Name of Bidder: _____

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

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² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
POLY-ALUMINUM CHLORIDE (PAC)	110,000 GALLONS	\$ _____ / gal.	\$ No Bid	_____	_____
SAND	10 TON	\$ _____ / lb.	\$ No Bid	_____	_____
POLYMER, CATIONIC WATER PLANT	20 TON	_____ / lb.	\$ No bid	_____	_____
SODIUM HYPOCHLORITE	64,000 GALLONS	\$ _____ / gal.	\$ No Bid	_____	_____
LIQUID POLYMER WATER PLANT	3000 GALLONS	\$ _____ / gal.	\$ No Bid	_____	_____

TOTAL BID AMOUNT \$ _____

NAME OF BIDDER: Evonik Corporation PHONE NO. 815-666-8503

SIGNATURE:  TITLE: Sales Manager

PRINT NAME: Greg Urbanowski DATE: 3/14/25

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE.

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. ParaCide or equal.

*Also with the Peracetic Acid (PAA) you will need to Supply Equipment, Mobilization & Related Services.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
PERACETIC ACID (PAA)	180,000 LBS or APPROX 20000 GALLONS	\$ 0.797* / lb.	\$ 143,460.00	\$0.797/lb.*	39,000 lbs.
*PAA Equipment Cost		\$ 0.00	\$ 0.00		
*PAA Service Cost		\$ 0.00	\$ 0.00		
*PAA Total Annual Cost			\$ 143,460.00		

* Price contingent on 39,000 lb. minimum orders (13-Totes) and the Evonik attached Terms & Conditions apply.

Name of Bidder: Evonik Corporation

VIGOROX® WWTII

EPA Reg. No. 65402-8 | An equilibrium solution of hydrogen peroxide and peracetic acid | CAS No. 79-21-0

FORMULA

CH₃COOOH MW 76 g/mole

SYNONYMS

Peroxyacetic acid, acetyl hydroperoxide, ethaneperoxoic acid

TYPICAL COMPOSITION BY WEIGHT PERCENT

Peracetic acid, %	15
Hydrogen peroxide, %	23
Acetic acid, %	16
Water (free), %	45
Stabilizer, %	<1

CHEMICAL PROPERTIES

pH, 1% solution	2.9
Total active oxygen, %	14
active oxygen as peracid, %	3.2
active oxygen as H ₂ O ₂ , %	10.8
Other organics	Nondetectable
Iron	<0.5 ppm

PHYSICAL PROPERTIES

Melting point	-49°C (-56°F)
Boiling point	108°C (226°F)
Vapor pressure	22mm Hg @ 25°C (77°F)
Appearance	Colorless liquid
Odor	Sharp, pungent, vinegar-like
Specific gravity	1.16 g/mL @ 20°C (68°F)
Solubility in water	100%
Flashpoint	68°C (154°F)
Autoignition temperature	270°C (518°F)

SHIPMENT INFORMATION

- DOT Classification – 5.2 (Organic Peroxide)
Subsidiary: 8 (Corrosive)
- 495 lb – 55 gallon drum; 3,000 lb – 330 gallon
one way tote; Bulk

USES

Antimicrobial (only as approved by the appropriate regulatory agencies), chemical oxidation, and bleaching.

Prior to working with VigorOx WWT II, consult the Safety Data Sheet and Evonik to understand personal protective equipment, first aid measures and proper safety and handling procedures and equipment.

1. PURCHASE DOCUMENTS. The attached purchase order or agreement (the "PO") and all attachments, including these Standard Terms and Conditions of Purchase ("Terms," and together with the PO, the "Agreement") for the purchase of certain goods ("Goods") are the complete agreement by and between Evonik Corporation or any one of its affiliates or subsidiaries purchasing the Goods as set forth on the PO ("Buyer") and the entity selling the Goods ("Seller"), and constitute the full understanding of the parties, and the complete and exclusive statement of the terms of their agreement. No other document, including Seller's proposal, quotation, order confirmation and acknowledgment forms, and no condition, understanding or agreement purporting to modify or vary the terms of the Agreement shall be binding unless hereafter made in writing and signed by the parties. By accepting the PO, starting performance and/or shipping any Goods in connection with the PO, Seller acknowledges that Seller has read, understands, and agrees to be bound by the terms and conditions set forth in the Agreement. If Seller objects to any terms and conditions, Seller shall (a) notify Buyer in writing within three (3) days of receipt of the PO; and (b) withhold acceptance of the PO and not start any performance, or ship any Goods in connection with the PO until/unless such objection is settled in writing signed by Buyer and Seller. In the event of a conflict between the PO and these Terms and Conditions, the PO shall govern and control.

2. PROPRIETARY INFORMATION/CONFIDENTIALITY. In addition to any other non-disclosure obligations set forth in a separate confidentiality agreement between the Parties (if any), Seller shall consider all information furnished by Buyer to be confidential and shall not disclose any such information to any third party, or use such information itself for any purpose other than performing obligations under this Agreement, unless Seller obtains Buyer's prior written consent. Buyer shall at all times have title to all drawings, specifications, deliverables, writings or other documents prepared or furnished to Seller under this Agreement. Seller shall not advertise or publish the fact that Buyer has contracted to purchase Goods from Seller, nor shall any information relating to any Agreement be disclosed without Buyer's prior written consent. Unless otherwise agreed to in writing, no information disclosed in any manner or at any time by Seller to Buyer shall be deemed confidential or proprietary and Seller shall have no rights against Buyer with respect thereto. This Section 2 shall survive the termination or expiration of the Agreement.

3. PRODUCT WARRANTY. In addition to all warranties express or implied in law, SELLER EXPRESSLY WARRANTS THAT ALL GOODS SHALL CONFORM TO ALL APPLICABLE SPECIFICATIONS, INCLUDING BUYER'S SPECIFICATIONS (IF ANY), AND APPROPRIATE STANDARDS, SHALL BE NEW AND FREE FROM ALL DEFECTS IN MATERIAL OR WORKMANSHIP, SHALL BE MERCHANTABLE AND FIT FOR BUYER'S PARTICULAR PURPOSE, AND THAT SELLER HAS TITLE TO THE GOODS FREE FROM ANY LIENS, CLAIMS OR ENCUMBRANCES WHATSOEVER. Seller shall extend all warranties it receives from its vendors to Buyer and Seller's warranty shall extend to Buyer's customers and the users of the Goods or systems into which such Goods may be incorporated, and shall be directly enforceable by a third party purchasing or receiving such Goods from Buyer. All warranties shall survive inspection, testing, delivery, use and acceptance of Goods by Buyer and expiration or termination of this Agreement.

4. NONCONFORMING GOODS. Buyer shall have the right of inspection and approval, and may, in addition to its other remedies, reasonable opportunity to reject and return Goods or require replacement Goods at Seller's sole cost and expense if such Goods are defective and/or not in compliance with specifications, warranty or any terms and conditions set forth in this Agreement. Payment for or use of Goods prior to inspection shall not constitute acceptance thereof and shall be made without prejudice to any and all claims that Buyer may have against Seller. Buyer's signature on any shipping/receiving document shall not constitute acceptance of Goods or any different terms or conditions, or acknowledge condition of Goods but shall merely acknowledge receipt of a shipment. Acceptance of any part of the shipment of Goods shall not bind Buyer to accept any non-conforming Goods simultaneously provided by Seller, nor deprive Buyer of the right to reject any previous or future non-conforming goods. If Seller fails to correct defects in or replace nonconforming Goods promptly, then Buyer, after reasonable notice to Seller, may make such corrections or replace such Goods and charge Seller for the cost incurred by Buyer in doing so. Destruction and clean-up costs of non-conforming Goods shall be reimbursed by Seller as well. In the event Buyer receives Goods whose defects or nonconformity is not apparent on examination, Buyer reserves the right to require replacement of such non-conforming Goods, as well as payment of damages.

5. PRICES/TAXES. Except as otherwise set forth herein, all prices described in the PO are firm unless otherwise agreed to in a writing signed by Buyer, constitute Seller's entire compensation for its performance under this Agreement, and include all applicable charges for foreign, federal, state and local taxes, import duties, license fees, demurrage, insurance, packing, freight, tariffs or other governmental charges, if any. Buyer shall not be responsible for any additional costs. There is no minimum order quantity or volume required from Buyer when ordering Goods, unless otherwise specified in the PO. Seller shall, upon request of Buyer, inform Buyer whether the Goods are imported or manufactured with imported materials and furnish Buyer with all documentation required for duty drawback for product or imported materials contained in the Goods purchased by Buyer hereunder. Seller agrees that in any case where freight regulations covering goods transported by a common carrier establish a maximum limit on the carrier's liability for loss or damage suffered in transit, Seller will be liable to Buyer for any loss or damage in excess of such maximum limit.

6. PRICE WARRANTY. Seller represents and warrants that all of the prices, warranties, benefits, terms and conditions granted to Buyer hereunder are now and shall be no less favorable than the prices, warranties, benefits, terms and conditions granted to Seller's other customers. If at any time during the term of the Agreement or any extension thereof, Seller shall offer more favorable prices, warranties, benefits, terms, or conditions for substantially the same or similar goods as those provided under the Agreement, then Seller shall within fifteen (15) calendar days after the effective date of such offering, notify Buyer of such fact in writing and offer Buyer the more favorable offering. If during the term of the Agreement, Buyer receives an offer from another supplier to supply the Goods to be supplied hereunder at a lower price than named herein, Seller shall at its option either (a) meet such lower price, or (b) permit Buyer to purchase from such source while such lower price is in effect, and the quantity purchased by Buyer will be deducted from any quantity covered by the Agreement.

7. PAYMENT TERMS/DISPUTED INVOICES AND SET OFF. Unless otherwise stated on the PO, all payment terms shall be net ninety (90) days based upon receipt of invoice. In the event that Goods are delivered in a quantity less than what is stated on the PO, Seller agrees to either (i) credit Buyer for such amount on a subsequent purchase of additional Goods by Buyer, or (ii) immediately refund Buyer for such amount, at Buyer's sole discretion. If Buyer disputes all or any portion of an invoice, it shall be required to pay only the undisputed amount. Buyer shall be entitled to set off any amount Seller owes Buyer or any of Buyer's affiliates, against amounts payable under this Agreement or any other agreement. Payment by Buyer shall not result in a waiver of any of its rights under this Agreement or any other agreement.

8. MANUFACTURING LOCATION. All manufacturing of the Goods shall occur in a facility approved by Buyer. Seller shall immediately notify Buyer prior to any changes in manufacturing location or other material changes in the Seller's raw materials and/or process technology that may require requalification of Goods. Seller shall also provide sufficient samples to Buyer so that Buyer can test and approve Goods.

9. DELIVERY/TITLE AND RISK OF LOSS. Delivery of Goods shall be as is set forth in the PO, and any delay in delivery is at the exclusive liability of Seller. In addition to its other rights and remedies contained herein, if delivery of Goods is not completed by the time promised, Buyer reserves the right without liability, to terminate the Agreement by notice effective when received by Seller as to items not yet shipped and to purchase substitute items elsewhere and charge Seller with any loss incurred. Title to the Goods and risk of loss remain with Seller until delivery of the Goods to, and acceptance of Goods by, Buyer. Further, title shall pass to Buyer free and clear of claims, liens and encumbrances (save Seller's right to receive payment therefor) upon delivery to and acceptance by Buyer.

10. FORCE MAJEURE. Delay in performance or failure to perform hereunder shall be excused to the extent arising from causes beyond the reasonable control of the party claiming such excuse and not the result of its failure to exercise due diligence, including but not limited to those caused by an act of God, labor trouble, fire, cyber attack or an act of a governmental authority. The party claiming such excuse shall give written notice to the other party as soon as practicable after the occurrence of the event giving rise to the claim and shall provide in such notice its best estimate of the duration of such event. Notwithstanding the foregoing, should Seller declare force majeure: (i) Buyer shall receive a pro rata allocation of any remaining Goods available to Seller, (ii) quantities so affected may, at the option of Buyer, be eliminated from the Agreement without liability, and (iii) Buyer may at its option terminate the Agreement.

11. INTELLECTUAL PROPERTY. Seller warrants that all Goods supplied hereunder, including their composition, manufacture, use and sale does not infringe, misappropriate or otherwise violate any patent, trademark, copyright, trade secret or other intellectual property right owned or controlled by a third party, including any other corporation, firm or person. Seller agrees it will, at its own expense upon receipt of notification to promptly release and hold harmless Buyer, and assume full responsibility for defense of any suit or proceeding that may be brought against Buyer or its affiliate(s), agents, customers, or other vendors for alleged patent or other intellectual property infringement, misappropriation or violation as well as for any alleged unfair competition, whether or not, resulting from similarity in design, trademark or appearance of Goods furnished hereunder. Seller further agrees to indemnify Buyer, its affiliates, its agents and customers against any and all expenses, losses, royalties, lost profits and damages (including court costs and attorneys' fees) resulting from any such allegation, suit or proceeding, including any settlement. Buyer may be represented by and actively participate in any such suit or proceeding if it so desires. This Section 11 shall survive termination or expiration of the Agreement.

12. INDEMNIFICATION. Seller shall defend, indemnify and hold harmless Buyer, its parents, subsidiaries and affiliates, and its and their respective directors, officers, partners, employees, agents, successors and assigns (the "Indemnified Parties") against all claims, demands, lawsuits, damages, liabilities, losses, costs and expenses (including court costs and attorneys' fees) and judgments or settlements of any kind arising out of or resulting in any way from Seller's, or Seller's agents', employees' and contractors' acts or omissions, or failure to comply with any obligations of this Agreement, or from any breach of any representation or warranty under the Agreement. Seller shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each respective Indemnified Party and without an unconditional release of all claims by each claimant or plaintiff. This Section 12 shall survive termination or expiration of the Agreement.

13. SAFETY DATA SHEETS. If applicable, Seller shall furnish Buyer, prior to the first delivery, Seller's current Safety Data Sheet and other literature pertaining to the hazards associated therewith and the precautions which should be observed with respect thereto. Seller shall promptly furnish Buyer copies of any revisions to same as issued by Seller.

14. NO WAIVER. Failure of Buyer to insist on strict performance of any of these Terms shall not be considered a continuing waiver of any provisions contained herein and shall not constitute a course of dealing which would alter any terms contained herein. No purported waiver will be effective or binding unless made in writing and signed by both parties.

15. RELATIONSHIP OF PARTIES. Neither party undertakes, by the Agreement or otherwise, to perform or discharge any liability or obligation of the other party, whether regulatory or contractual, or to assume any responsibility whatsoever for the conduct of the business or operations of the other party. Nothing contained in the Agreement is intended to give rise to a partnership or joint venture between the parties or to impose upon the parties any duties or responsibilities as partners or joint venturers.

16. COMPLIANCE WITH LAWS. Seller shall comply with all applicable laws, rules, regulations, orders and any binding social/ethical obligations pertaining to the sourcing, production, sale, marketing, packaging, and the shipping of the Goods ordered, including all human rights and anti-corruption laws that are applicable to the contractual relationship between Seller and Buyer. This includes complying with the U.S. conflict minerals regulations if Seller is directly regulated as a U.S. securities registrant or conducting due diligence for its supply chain reporting on conflict minerals if Seller is not a registrant. Evonik's general expectations for its suppliers are summarized in its Code of Conduct for Suppliers (www.evonik.com/responsibility). Upon request, Seller shall furnish Buyer certificates of compliance with such laws, rules, regulations, orders, and request. Seller shall have a right to immediately terminate this Agreement upon notice to Seller. If requested by Buyer, Seller commits to participate in third party assessments and audits by independent assessors and auditors. Such assessments and audits may be requested by Buyer individually or within the scope of the "Together for Sustainability" initiative. Seller will bear its own costs, the costs of the assessor or auditor and any costs of the platform on which the results of the assessments and audits are shared within the "Together for Sustainability" initiative. Seller may use the results of the assessments and audits towards third parties, too. If, in the opinion of Buyer, such audit reveals material deficiencies, Seller shall address such deficiencies to Buyer's satisfaction, within three (3) months from Buyer's notification. If Seller fails to correct all such deficiencies to Buyer's satisfaction within such three (3) month period, Buyer shall have the right to terminate the Agreement by giving Seller one (1) month written notice of its intent to so terminate.

17. EQUAL EMPLOYMENT OPPORTUNITY. Buyer is an Equal Opportunity employer that complies with all applicable laws regarding equal employment opportunity, including the Equal Opportunity clause of 41 CFR Part 60-1.4, the Affirmative Action clauses of 41 CFR Parts 60-250.4 and 741.4; Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and 38 USC Section 4212 (the Vietnam Era Veterans' Readjustment Assistance Act of 1974). Seller warrants that it is an Equal Opportunity employer and complies with the above laws.

18. ADEQUATE PERFORMANCE. Buyer may terminate this Agreement or any part hereof for cause in the event of any default by Seller, or if Seller fails to comply with any of the Terms. "For cause" includes, but is not limited to: late deliveries, deliveries of Goods that are defective or that do not conform to the Agreement and failure to provide Buyer, upon request, reasonable assurances of future performance if so requested. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination. Upon termination of this Agreement for any reason, Buyer shall not be liable to Seller, either for compensation or for damages of any kind or character whatsoever. The foregoing rights are in addition to, and not in limitation of, any other remedy Buyer may have at law or in equity. Notwithstanding the foregoing, in the case of default of any provision of this Agreement by Seller, Buyer may obtain Goods from other sources and hold Seller responsible for any damages occasioned thereby.

19. SEVERABILITY. If any provision of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision shall be deemed severed from the balance of the Agreement and the validity of the remaining provisions shall not be affected thereby.

20. ASSIGNMENT. This Agreement shall be binding on the successors and assigns of Seller; provided, however that Seller shall not assign the Agreement, in whole or in part, without the prior written consent of Buyer and any purported assignment or transfer absent such consent shall be void.

21. AMENDMENT. Any amendment to any provision of these Terms must be in writing and signed by the parties, and must specifically refer to the provision of these Terms being amended to be effective. E-mail between representatives of the parties shall not constitute a writing sufficient to amend these Terms.

22. GOVERNING LAW/WAIVER OF JURY TRIAL. This Agreement shall be governed by the laws of the State of New Jersey, without regard to conflicts of law principles. The parties hereby irrevocably submit to the exclusive jurisdiction of the federal and state courts in the State of New Jersey for the resolution of any claim under this Agreement, and the parties agree not to assert any defense to any suit, action or proceeding based upon improper venue or inconvenient forum. THE PARTIES AGREE THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY IT RELATED TO THIS AGREEMENT SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.

**SPECIFICATIONS - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND DIVISION OF WASTEWATER TREATMENT.**

LIQUID CAUSTIC SODA 25% - WATER TREATMENT

A. REQUIREMENTS

1. Caustic soda shall be of such clarity as to permit the reading of flow measuring devices without difficulty.
2. Temperature not to exceed 180° F. delivered.
Regular grade
Sodium Hydroxide (NaOH) minimum 49.5%
Sodium Oxide (Na₂O) minimum 38.4%
Other Material shall meet Food Chemical Codex grade requirements.
3. Shipments shall be made by tank trucks of stainless steel or of suitable material that will not be attacked by the contents of the liquid and shall not contain substances that will impair the usefulness or the material in treating municipal water supplies. **All truck shipments require a tri-axle or small tanker truck to be able to access the bulk tank gate.**
4. Shipments shall be made in tank trucks with a minimum capacity of 3,200 (three thousand two hundred) gallons. Weight certificates shall be supplied by both supplier and truck company. Shipments shall comply with Interstate Commerce Commission Regulations for markings. Shipments shall be delivered at the hours stated by the Director of Engineering and Utilities.
5. Liquid Caustic Soda to be furnished shall meet American Water Works Association Specification No. B 501-88. The manufacturer's affidavit of compliance shall be submitted with the bid.
6. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed

POWDERED ACTIVATED CARBON - WATER TREATMENT

A. REQUIREMENTS

1. The PAC is preferred to be a wood or coconut shell-based material that is chemically activated using phosphoric acid and/or by steam.
2. The PAC is to be a fine powder having:
3. A minimum 99% shall pass through a U.S. Standard Sieve #100.
4. A minimum 95% shall pass through a U.S. Standard Sieve #200.
5. A minimum 90% shall pass through a U.S. Standard Sieve #325.
6. PAC must meet ANSI/AWWA-B600-90 or newer standards.
7. PAC must meet NSF/ANSI Standard 61 Drinking Water System Components –Health Effects. The bidder shall supply a certification letter with the bid.
8. Iodine #800 mg/g minimum. The number shall be determined in accordance with ASTM Method D4607.

9. Bulk density of the PAC shall not be less than 0.2 g/cc (12.5 lb. /cu. ft.) nor greater than 0.5 g/cc (31.2 lb. /cu. ft.).
10. Moisture 8% maximum.
11. PAC shall have an ash content of less than 10%. Include on bid the typical ash content of the product submitted. The ash content will be used to evaluate the pricing of the different products bid.
12. Affidavits of compliance shall be furnished with the bid submitted.
13. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

THE FOLLOWING ITEMS MUST BE INCLUDED WITH BID SUBMITTED

1. BASE MATERIAL AND THE ACTIVATION PROCESS
AND THE SPECIFIC ASH CONTENT OF THE PRODUCT SUBMITTED
2. IODINE NUMBER
3. BULK DENSITY RANGE
4. PARTICLE SIZE THROUGH SIEVES
5. CERTIFICATION LETTER WITH THE BID
6. AFFIDAVITS OF COMPLIANCE SHALL BE FURNISHED WITH THE BID SUBMITTED.
7. GIVE LEAD TIME IN DAYS FOR ORDERS TO BE DELIVRED TO OUR FACILITY.

HYDROFLUOSILICIC ACID - WATER TREATMENT

A. REQUIREMENTS

1. Hydrofluosilicic Acid shall meet the following maximum and minimum chemical percentages by weight:

Hydrofluosilicic acid	H ₂ SiF ₆	23.0 minimum
Arsenic	AS	0.025 max.
Antimony	Sb	0.005 max.
Lead	Pb	0.01 max.
Iodine	I	0.025 max.
Organic mineral		Nil

Commercial strength shall be 23-27 percent H₂SiF₆.

Odor shall be sufficient to identify type of material in use.

2. Hydrofluosilicic Acid shall be delivered bulk in 1,000-1,100 gallons (2" female coupling) with packaging and shipping conforming to current Interstate Commerce Commission Regulations. **Delivery must be 1 -2 weeks maximum.** Hydrofluosilicic Acid shall meet and conform to American Water Works Association Specification B703-89. A dependable source of supply shall be a contributing factor in the award of the bid. Manufacturer's affidavit of compliance shall be submitted with the bid.

PH of 1% solution shall be 1.2

Density of a 25% solution shall be 10.3 lb./gal/

LIQUID POLYMER FLOCCULENT - SEWAGE TREATMENT

A. REQUIREMENTS

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Wastewater Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

POTASSIUM PERMANGANATE FOR WATER AND SEWAGE TREATMENT

A. REQUIREMENTS

1. Potassium Permanganate shall be of a material meeting American Water Works Association Specification B 603-88.
2. Potassium Permanganate (KMnO_4) shall consist of dark purple or bronze-like rhombic crystals. The free-flowing grade desired may have some other color (commonly grayish hue) from the free-flowing additive.

Specific Gravity 2.7

Bulk Density 90-100 pounds per cubic foot

Solubility in distilled water at 0°Centigrade - 2.5%, at 25° Centigrade 7.8% and 50% at 100°

Grade Desired - Free Flowing

3. The manufacturer or vendor shall provide an affidavit of compliance that the material furnished complies with all applicable requirements of this standard.
4. The material supplied shall contain no impurities, organic or inorganic - that will produce ill effects on the health of consumers. Should the material supplied not meet the chemical or physical requirements of this standard, notice shall be given to the vendor within the thirty (30) days after receipt of the material. Vendor shall then remove the product from the premises and shall make full bid price restoration within thirty (30) days to the City of Ashland. Liquidated damages may also be assessed.

5. Physical Requirements of the material include the following. The free-flowing grade shall not form lumps in the package that cannot be easily broken up by rubbing between the fingers with minimal pressure and shall have no other characteristics that will prevent its use in dry -type feeders. No more than fifteen percent (15%) by weight shall pass through a 200-mesh screen and no more than twenty percent (20%) by weight shall be retained on a 40-mesh screen.
6. Chemical requirements of the $KMnO_4$ in the material furnished shall not be less than ninety-seven percent (97%) by weight.
7. Material shall be shipped in non-returnable 50-lb. - 60-lb. containers.
8. Each container shall be marked and identified as to product, grade, assay, net weight, name of manufacturer and brand name of material lot number of the manufacturer and all markings shall conform to Interstate Commerce Commission regulations in effect at the time of delivery.
Delivery shall be on trucks with hydraulic tailgates.
9. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID ALUMINUM SULFATE -WATER TREATMENT

A. REQUIREMENTS

1. Liquid Aluminum Sulfate shall meet the following maximum and minimum chemical specifications:

Specific Gravity @ 60F: 1.33 min.

Baume scale density @ 60F: 36

Basicity: 2.0

% Aluminum Oxide (Al₂O₃): 8.0 min.

Iron content (ppm): 13

% Insoluble: nil

Grade: The liquid aluminum sulfate shall be a "commercial grade" meeting the above description. It shall conform to the requirements of AWWA B403-03 regulation and these specifications.

2. Delivery: Shipments of liquid aluminum sulfate shall comply with applicable DOT regulations for marking. Any evidence of contamination or failure to meet product specification shall be cause for rejection of delivery. Delivery shall be a maximum of 4,500 gallons and delivered via 2" diameter pipe w/female coupling, (plant has male coupling).

POLY-ALUMINUM CHLORIDE (PAC) – WATER TREATMENT

A. REQUIREMENTS

1. Shipping (Delivery) - 4500 gallons by truck, capable of delivering (by pumping) via 2" diameter pipe, w/female coupler. Plant has male connector. Chemical shall be delivered no more than 7 (seven) calendar days after order has been placed. Written notification (emails are acceptable) of order is required from vendor once order is received.
2. Physical Properties:
 - a. PAC shall be in liquid form
 - b. Specific Gravity 1.2 minimum +/- 0.010
 - c. Solubility - 100%
 - d. % Grade - 40% minimum
 - e. Ph - 2 - 2.5 +/- 0.5
 - f. Viscosity - 5 - 250 Centistokes at 25 degrees Celsius

- g. Stability - will not self polymerize or decompose at normal temperatures
- h. 12.5 Aluminum Oxide
- i. 70% Basicity

SAND - WATER TREATMENT

A. Requirements

50 lb. bags of Micro Silica Sand – Grade 65
Shipment in pallets.

POLYMER – WATER TREATMENT

A. Requirements

1. Shipment – 50 lb. bags on pallets, cationic. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

SODIUM HYPOCHLORITE- WATER TREATMENT

A. Requirements

1. 12% Solution - Specific Gravity 1.22
Bulk Shipments, 4500 gallons, 2" female coupling. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID POLYMER FLOCCULENT for WATER TREATMENT Sludge Press

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Water Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

PERACETIC ACID-SEWAGE TREATMENT

1. Must be a 15% solution.
2. Must be shipped in 3,000 lb. totes.
3. Must provide equipment such as two 330-gallon Tote Containment Units PAK735 with dual tote manifold, or equivalent equipment prior to first delivery.
4. Estimated annual consumption is 20,000 gallons.
5. *Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

***Also, with the Peracetic Acid (PAA) You will need to supply the following:**

6. *Equipment - Qty 1, Handheld PAA analyzer. – Qty 1, Dual (2) Pump equipped skid for PAA feed into the effluent, injection point & repair parts. The skid shall include duty & redundant peristaltic pumps, wiring, piping, valves, fittings & appurtenances. Qty. 2 330 Tote Containment Units with multiple-tote system manifolds.
7. *Services – PAA System Installation, Start-up & maintenance. PAA System Operational Training, maintenance training and dosage optimization training.

INSURANCE REQUIREMENTS

Each prospective bidder shall carry liability Insurance and Workman's Compensation as regulated by the Federal government for the Chemical Industry. As proof of carriage of the insurance shall be included with the Bid. Insurance shall include a provision automatically reinstating the limits after each accident or claim for damages.

ALL CHEMICAL ITEMS LISTED

The successful manufacturer or distributor shall furnish Water and Sewage Treatment Plant Personnel Material Data and Safety Sheets on all materials furnished under this contract. Material Data and Safety Sheets shall be the latest data available on the product to be furnished.

BILLING REQUIREMENTS

All invoices must be billed in the same measurement that the chemical was originally bid. All original invoices must be mailed to the attention of Finance Department, along with a copy immediately emailed to the Department/Division making the purchase. Below are the phone numbers and emails:

Water Plant at phone # 606-385-3200, bstambaugh@ashlandky.gov

Wastewater Plant at phone # 606-385-3204, jmcfarlin@ashlandky.gov

CITY OF ASHLAND, KENTUCKY, INFORMATION – PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, DEPARTMENT OF PUBLIC SERVICES AND UTILITY OPERATIONS.

The Contractor shall file all notices required by, and comply with, all applicable federal, state, or local laws, ordinances, codes, regulations, and guidelines and shall at his own expense secure and pay the fees or charges for all permits required for the performance of the Contract work.

The Contractor shall be responsible for all damages to persons or property that the work and shall be responsible for the proper care and protection of all work performed until full completion and final acceptance by the City of Ashland. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.

During the performance of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. No officer, employee, or member of the governing body of the City of Ashland who exercises any function or responsibility in connection with the carrying out of this project shall have any private interest, direct or indirect, with this contract.

The City of Ashland shall have the right to inspect the work at all times and at the completion thereof.

**CITY OF ASHLAND, KENTUCKY, INFORMATION – PURCHASE OF BULK
CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND
WASTEWATER TREATMENT, DEPARTMENT OF PUBLIC SERVICES AND
UTILITY OPERATIONS.
CONTINUED**

The work which the Contractor is required to perform under this contract, shall be started within ten (10) days after receipt of written notice. The contractor shall be responsible to the City for all signs, barricades, etc. that belong to the City.

The City of Ashland may terminate this agreement at any time, without liability except for payment of amounts to which it reasonably believes the Contractor is properly entitled. If the City believes, the Contractor has not fully satisfied any of the terms and conditions, no payment shall be made. In the event of such termination, the Contractor shall immediately cease work and shall evacuate the premises without order of any court.

The foregoing specifications shall be made a part of the contract as fully as if written in words or figures therein and shall be made a part of this contract.

Each prospective bidder shall return the entire bid package which includes their bid. All forms within the bid packet must be fully completed. Failure to provide all of the information can result in the bid being considered as non-responsive. In addition, failure to provide a performance bond within 10 calendar days after notice of the award will result in forfeiture of the bid bond or certified check.

All work performed under these specifications shall be approved by the City of Ashland's Director of Utility Operations before payment is made. No partial payments shall be made. Upon completion of the Contract, an invoice shall be submitted. Upon approval from the Board of Commissioners, payment shall be made within a timely manner.

Any questions as to these specifications shall be addressed to Mark Hall,
Director of Utility Operations (606) 385-3332

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 1)

1. ~~All bids shall be accompanied by a BID BOND or CERTIFIED CHECK in the amount of ten (10%) of the bid, in favor of the City of Ashland. Bonds shall be issued by a responsible surety company licensed to do business in the Commonwealth of Kentucky. Certified checks shall be made payable to the CITY OF ASHLAND. Failure to comply with this requirement SHALL result in the rejection of the bid.~~

~~The checks and bonds of the unsuccessful bidders shall be returned as soon as practical after the award of the contracts.~~

~~Successful bidders will be required to furnish contract surety in the form of a PERFORMANCE BOND and PAYMENT BOND in an amount equal to one hundred (100%) percent of the total amount of the contract. If the bid is accepted, a contract shall be entered into, and the performance bond and payment bond secured within ten (10) days after written notice of acceptance is sent.~~

2. Bids shall be made out and signed in the corporate or other name of the bidder and shall be fully executed by an authorized person.

3. Bids shall be submitted on the Bid Forms contained within the bid packet. Bid forms shall not be altered in any way. Alternate bids will not be accepted unless called for in the bid. Should the bidder desire to submit two or more bids for the same project, each bid shall be submitted separately and thus completely independent of each other. If a bidder is unable to bid on a particular item, write "No Bid" on that line.

4. Bids received later than the time and date specified will not be considered. Also, amendments to or withdrawals of bids received later than the time and date set for the bid opening will not be considered. Bids received after the bid opening shall not be considered and will be returned unopened to the bidder.

5. The entire bid packet, including the completed bid form, shall be submitted in an enclosed SEALED envelope with the bidder's name and address in the upper left-hand corner.

All bids shall be marked "SEALED BID" with the date and hour of the bid opening and the specific material or service bid is to be placed on the outside of the envelope in the lower left-hand corner. All bids shall be addressed to the CITY CLERK, City of Ashland, Room 403, 1700 Greenup Avenue, P. O. Box 1839, Ashland, Kentucky 41105-1839.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 2)

6. Bidders or their representatives may be present at the bid opening.
7. The Director of Utility Operations reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.
8. The Director of Utility Operations reserves the right to correct any award erroneously made as a result of a clerical error on the part of the City of Ashland.
9. Bids received sealed with any kind of **TAPE** shall not be accepted. To be considered, all bids shall be **SEALED**.
10. The City of Ashland reserves the right to hold all bids for a period of forty-five (45) days from the date of the bid opening.
11. All prices for material, equipment, supplies, apparatus, etc., shall be F.O.B., Ashland, Kentucky at the designated places of delivery.
12. Prospective bidders shall comply with the President's Executive Order No's. 11246 and 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin, Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, Contract Work Hours Standards Act, 40CFR 35.936 F, and all other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods, or services called for in these documents.
13. All bidders shall certify that they do not and will not maintain or provide for their employee's facilities which are segregated or biased based on race, color, creed, or national origin, and that they will make positive effort to use small and minority owned businesses in the performance of the contract.
14. All bidders shall receive, upon request, a tabulation of the bids once a decision has been reached and approved to award bid to the successful bidder. The tabulation is not available on the date of the bid opening.
15. All bids shall include adequate information, brochures, latest printed detailed specifications, and advertising literature describing the commodity or service offered to permit ready comparison with City specifications on an item-by-item basis.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 3)

16. The City of Ashland, through its City Manager, reserves the right to accept or to reject any or all bids. The City also reserves the right to award bids whole or in part when it is deemed to be in the best interest of the City of Ashland.

17. Specifications and full information for bidders may be seen and obtained at the Office of Engineering and Utilities, 1700 Greenup Avenue, Room 408, Ashland, KY. Questions concerning all or any part of the Bid Package shall be addressed to the Director of Utility Operations, P. O. Box 1839, 1700 Greenup Avenue, Ashland, Kentucky 41105-1839, or phone (606) 385-3275.

18. It is recommended that bidders keep a copy of the Bid Package submitted.

19. Preference will be given by the City of Ashland to the lowest responsible bidder furnishing products made and assembled in the continental United States of America. Where the price of an acceptable American-made product is within five percent (5%) of a non-American-made product, the bid award will be made to the domestic manufacturer.

20. Any bidder submitting an alternate bid or proposal when alternate bids or proposals have not been requested shall have his or her bid rejected as non-responsive.

21. Any bidder submitting a bid incorporating two (2) or more prices for an item or group of items – unless such method of pricing is requested on the Bid Form – or which imposes conditions for acceptance other than those established in the specifications shall have the bid rejected.

22. Manufacturer's catalog numbers, trade names, etc., if shown herein are for descriptive purposes only and are to guide the prospective bidder in determining the standard or quality, design, and performance desired and shall not be construed to exclude other types of commodities and / or service. Any exceptions taken to specifications shall be listed and described on a separate sheet with the various increase or decrease in price clearly stated.

23. All bids shall be signed by the bidder or an authorized representative. Unsigned bids shall not be considered. Facsimile copies shall not be submitted and will not be considered.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 4)

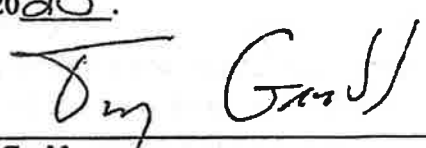
24. All equipment furnished shall be in full compliance with Office of Safety and Health Administration regulations in effect at the time of shipment. In addition, equipment and all chemicals must include all paperwork including any Material Safety Data Sheets and be labeled accordingly.
25. The City of Ashland is exempt from all Commonwealth of Kentucky Sales Taxes and Federal Excise Taxes.
26. The signature of the bidder or his authorized representative shall be considered as in acceptance and compliance with ~~all terms and conditions~~ contained and set out in this bid package.
27. Each bidder shall return the original bid package – intact – with all forms, materials, etc. attached. All signatures shall be original.
28. Any literature, forms or items requested in the bid package shall be original material and shall be unaltered.
29. Licensed bidders shall submit a copy of their business license with the bid. Unlicensed bidders shall complete the business license application in the bid packet and return the application with the appropriate fee as part of the bid packet. The forms are included in this bid packet. The City may consider any unlicensed bidder failing to meet this condition as an unresponsive bidder.
30. The City of Ashland passed an Occupational License Fee – Ordinance 28, 1999. Each bidder shall be required to follow the guidelines as stated therein. The Occupational License Fee is effective as of July 1, 1999. The forms are included in this bid packet.
31. The bidders acknowledge that Boyd Circuit Court shall have jurisdiction over disputes that might arise relating to the bidder with which the City enters into an agreement for these services.
32. The City of Ashland reserves the right to hold the successful bidder's Bid Bond / Certified Check for single purchase items. The Bid Bond / Certified Check will be returned after successful fulfillment of bid has verified.

BIDDING QUALIFICATIONS

Pursuant to City of Ashland Ordinance No. 49, Series of 2023, as amended, I, Tony D. Grubb, City Manager of the City of Ashland, Kentucky do hereby designate that the form attached hereto as Exhibit 1 to be utilized by all bidders/vendors seeking qualification or prequalification to bid on contracts to be awarded by the City of Ashland. The information shall be utilized to determine the bidder's/vendor's qualification to bid based upon the bidder's/vendor's ability and capacity to perform contracts on a timely basis; the bidder's/vendor's character, reputation, integrity and expertise; the bidder's/vendor's satisfactory performance on previous contracts with the City of Ashland; and the bidder's/vendor's satisfactory performance on previous contracts with other governmental entities.

Evaluated bids may give preference in the award of contracts to bidders/vendors whose bid is not more than fifteen percent (15%) in excess of the lowest bid received and that have met at least seventy percent (70%) of the evaluated bid criteria as shown on Exhibit 2 attached hereto and incorporated by reference herein.

This 29th day of January, 2025.



Tony Grubb
City Manager
City of Ashland
P. O. Box 1839
Ashland, KY 41105-1839

EXHIBIT 2
EVALUATED BID CRITERIA

1. Bidder/Vendor has a written safety and health program that includes training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures. Yes

2. Bidder/Vendor has a substance abuse program that includes testing and treatment. Yes

3. Bidder/Vendor has its principal place of business within the city limits of Ashland. No

4. Bidder/Vendor has its principal place of business within the territorial limits of Boyd County, Kentucky. No

5. Bidder/Vendor has successfully completed at least two (2) projects of comparable size, complexity, and cost within the past five (5) years. Yes

6. Bidder/Vendor has previously satisfactorily completed at least two (2) contracts for the City of Ashland. Yes

7. Bidder/Vendor has a workers' compensation E-Mod factor of 1.0 or less. Yes, 0.624

8. Bidder/Vendor has a bank credit reference sufficient for a project of this size. Yes

9. All sub-contractors identified by vendor as doing work on the project are qualified to bid on City of Ashland projects. No subs

10. Bidder/Vendor has written procedures to ensure compliance with current federal and state wage and hour laws, including employee eligibility to work and has a policy which provides equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veterans, or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment. Yes

EXHIBIT 1

BIDDER/VENDOR PRE-QUALIFICATION DISCLOSURE STATEMENT

1. Bidder/Vendor Information

Name: Evonik Corporation

Type of Entity: Public Corporation

Contact Person: Greg Urbanowski

Principal Office Address: 2 Turner Place, Piscataway, NJ 08855

Phone Number: 815-666-8503

E-mail Address for Contact Person: gregory.urbanowski@evonik.com

Federal Tax ID#: 63-0673043

If Corporation or Limited Liability Company, State of Incorporation Alabama

2. Provide a description of your experience with significant projects of your company within the past five (5) years and provide contact information for the owner's representative for all such projects. City of Ashland, KY WWTP, Jeff McFarlin, Chief Operator
City of Memphis, TN WWTP Scott Morgan 901-636-7124
Gulf Coast Authority John Mletzko, Operation Supt., 281-280-1450
3. Provide documentation from projects during the past five years detailing timeliness of performance, quality of work, extension requests, findings, fines and penalties imposed and payment thereof, including liquidated damages, liens, history of claims for extra work, and contract defaults with explanations of same.
No negative project experiences documented or known to exist.
4. Have you ever failed to complete any job awarded to you? If so, indicate where and why.
None.
5. Have you ever defaulted on a contract? If so, indicate where and why.
None.

ADDENDUM NO. 1 TO THE BID DOCUMENTS FOR THE CHEMICALS

CITY OF ASHLAND, KENTUCKY

March 11, 2025

TO: ALL HOLDERS OF CONTRACT DOCUMENTS Your attention is directed to the following interpretations of, changes in, and additions to the Contract Specifications and Plans for the above-named project at the City of Ashland, Kentucky.

PERACETIC ACID (PAA) –

Along with the Peracetic Acid (PAA) You will also need to supply Equipment, Mobilization & Related Services.

Please see attached New Bid Form & Specifications. The updated Bid Form and Specifications must be included in the bid.

For more information on this you can reach out to Jeff McFarlin Superintendent of Wastewater Plant at Phone 606.385.3204 or email jmcfarlin@ashlandky.gov

-END OF ADDENDUM NO. 1-

New License fees shall be prorated as follows for the first year of business only:

Application Month	Fee
January, February, March	\$100.00
April, May, June	\$75.00
July, August, September	\$50.00
October, November, December	\$25.00
Other Fees	
Late Filing Fee	\$50.00
Additional Location Fee	\$10.00

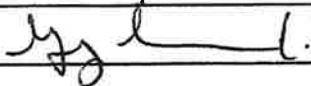
All information contained on this application is necessary for our records and will be held in strict confidence.

Issuance of this City of Ashland Business Privilege License provides a license to conduct business within the City Limits of Ashland only and does not constitute an approval of any location selected for your business. A copy of this application will be provided to the City's Code Enforcement Office, Zoning Office and Fire Inspectors. A Fire Inspector will be in contact with the applicant; however, it shall be the responsibility of the Applicant, upon selection of a physical location for this business, to contact the Fire Inspectors for a premise inspection to ensure the location meets the established codes for public buildings. Any necessary changes or updates needed to meet applicable code shall be completed in a timely manner as determined by the Fire Inspector. Failure to comply with required inspections and obtain necessary permits may result in additional fines and possible closure until such zoning and safety issues are resolved.

I hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief and I agree to the terms set forth above for a physical location in the City of Ashland.

Authorized Signature: _____ Title: _____ Date: _____

Amount of payment enclosed: \$ _____ Check #: _____

IF PAYING BY CREDIT CARD, COMPLETE BELOW.					
☒	☐	☐	☐	5567 5091 1943 2163	100.00
				CREDIT CARD NUMBER	AMOUNT
01/29				EXP DATE	Gregory Urbanowski
SIGNATURE 				PRINTED NAME	61354
				ZIP CODE	

FOR INTERNAL USE ONLY

Account Number: _____ Assigned By: _____ Date: _____

Zoning / Code Enforcement Approval: _____ Date: _____

Police Chief Approval: _____ Date: _____

Fire Approval: _____ Date: _____

Rev. 1/14/2022

APPLICATION FOR BUSINESS PRIVILEGE AND OCCUPATIONAL LICENSE FEE

Please answer **ALL** questions fully.

1. Business or Individual Name: Evonik Corporation
2. Will you have a Physical Location Within Ashland City Limits? Yes _____ No X
3. Business Location (Within City Limits): _____
4. Business Location (Physical Address): 2 Turner Place, Piscataway, NJ 08855
5. Business Mailing Address: same
6. Telephone Numbers (include area code): Business: 815-666-8503 Fax: _____
7. E-mail address: gregory.urbanowski@evonik.com
8. Ownership: _____ Sole Proprietor _____ Partnership _____ Limited Liability
X Corporation _____ S. Corporation _____ Other
9. Name and home address of owner(s), partners, or if a corporation, list Officers and Titles (attach additional pages if necessary):
Christian Kullman, CEO; Dr. Harald Schwager, Deputy CEO; Maïke Schuh, CFO; Thomas Chief HR Officer
10. Federal Tax I.D. #: 63-0673043 and / or Social Security Number: _____
11. Nature or description of business: Chemical Manufacturing
12. Do you have subcontractors or any other contract labor? No If yes, please attach a detailed listing.
13. Date business started in Ashland: 01 May 2024 Number of employees working in Ashland: none
14. Accounting period per Federal Return: X Calendar Year _____ Fiscal Year (Month and Date)

15. Contact Information:

Business License & Net Profit Contact

Name: Greg Urbanowski

Title: Sales Manager

Mailing Address: 2 Turner Place

City, State, Zip: Piscataway, NJ 08855

Phone Number: 815-666-8503

Fax Number: _____

E-mail Address: gregory.urbanowski@evonik.com

Payroll Tax Contact (If Applicable)

Name: NA

Title: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

CONTINUE ON REVERSE SIDE

RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

The Contractor shall indemnify and save harmless the City, the Engineer and sub consultants and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on construction or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for the City's protection.

In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

Evonik Corporation

COMPANY NAME

SIGNED

Sales Manager

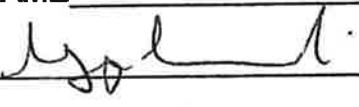
TITLE

DATE

**STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION
REGULATIONS**

The undersigned, as bidder, certifies that he/she and his/her company will not discriminate against any person regarding age, sex, race, religion, national origin, or creed, in accordance with the President's Executive Order Numbers 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods or services called for in these Bid Documents.

The bidder also certifies that they do not and will not maintain or provide for their employees any facilities that are segregated and that they will make positive effort to use small and minority owned businesses in the performance of this contract.

COMPANY NAME Evonik Corporation
SIGNED 
TITLE Sales Manager
DATE 3-14-25

State of IL
County of LaSalle

Stephanie Pisca being duly sworn, deposes and
says that he/she is Gregory Urbanowski of
answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed, sworn to and acknowledged before me this 14 day of March,
2025.





NOTARY OF PUBLIC

My commissioner expires: 08/05/26

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Illinois COUNTY OF LaSalle

_____, being first duly sworn, deposes and says that:

(1) He or She is Gregory Urbanowski
(OWNER, PARTNER, REPRESENTATIVE OR AGENT)
of Evonik Corporation, the bidder
that has submitted the attached bid;

(2) He or She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents or representatives, employees or parties in interest, including the affinity has in any way colluded, conspired, connived or agree, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Ashland or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties, including this affiant.

SIGNED [Signature]

TITLE Sales Mgr.

Subscribed and sworn to before me this 14 day of March, of this year 2025.

Stephanie Pisani
(NAME)

Notary Public
(TITLE)

MY COMMISSION EXPIRES: August 05 2025

16. Please list all job site citations received within the past five years from OSHA, KYOSH, DOT and/or EPA.

None

17. Please state whether the bidder or any officer, director, or management employees has been debarred or suspended by any federal, state or local government agency within the last five years. None

18. Please list your bank credit reference: Citi Bank NA

19. Will you, upon request, supply a detailed financial statement and furnish any other financial information that may be required by the City of Ashland?

No Yes X

20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the City of Ashland in verification of the statements made comprising this State of Bidder's Qualifications.

Dated on this 14th day of March, 2025.

Evonik Corporation

NAME OF BIDDER

Greg Urbanowski

BY

Sales Manager

TITLE

11. Has your company, any of its high-level management personnel, or any of its owners been convicted of a criminal offense in connection with obtaining, attempting to obtain, and/or performing any public or private contract?

No ☒ Yes _____ If yes, explain _____

12. Has your company, its officers, directors, owners and/or managerial employees been convicted or indicted for any crime within the past five years? This includes previous companies in which current principals of your company or subcontractors were affiliated.

No ☒ Yes _____ If yes, explain _____

13. Has your company had a performance bond canceled or had a claim made on a performance bond over the previous five years?

No ☒ Yes _____ If yes, explain _____

14. Does your company have a written substance abuse program that includes testing and treatment?

No _____ Yes ☒ If yes, please provide a description of the same or a copy of the Table of Contents for that program.

The Company's drug and alcohol testing program is modeled after the Federal Procedures Transportation Workplace Drug and Alcohol Testing Programs. 49 CFR Part 40.

15. Does your company have a written safety and health program that includes, but is not limited to training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures?

No _____ Yes ☒ If yes, please provide a description or copies of the Table of Contents for written job site safety programs and current workers' compensation E-Mod factor.

E-Mod factor = 0.624

6. Has your company had any suspension or revocation of any professional licenses of any director, officer, owner or managerial employee to the extent that any such licensure is necessary to perform the work contemplated by the contract?

No ☒ Yes _____ If yes, explain _____

7. List all directors, officers, project managers and superintendents of your company with names and addresses. Danielle Sheahan, Segment Mgr., 2 Turner Place, Piscataway, NJ 08855
Greg Urbanowski, Sales Mgr., 2 Turner Place, Piscataway, NJ 08855;
Jonathan Bever, Project Mgr., 78 Sawyer Ave., Tonawanda, NY 14150

8. Has your company been involved in litigation in which it has been named as a defendant or third-party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years? If so, please include copies of all pleadings.

No ☒ Yes _____ If yes, explain _____

9. Has your company been involved in litigation in which it was a Defendant or Third-Party Defendant in an action involving a breach of contract for failure to perform as contracted or within like manner.

No ☒ Yes _____ If yes, explain _____

10. Has your company, any of its high-level management personnel, or any of its owners been convicted of a federal or state criminal offense, including embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property?

No ☒ Yes _____ If yes, explain _____

AGENDA ITEM: _____
DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 04/10/2025	Date Requested: 04/24/2025
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other Consent	POLYDYNE Liquid Polymer, Polymer Cationic, and Liquid Polymer

RECOMMENDATION:

Mark Hall, Director of Utility Operations requests an Ordinance from the City of Ashland, Kentucky, authorizing Chuck D. Charles, Mayor, to enter into an agreement with Polydyne Inc. One Chemical Plant Road, Riceboro, GA 31323, for the purchase of Liquid Polymer, Liquid Polymer and Polymer Cationic for one year, Divisions of Water Production and Wastewater Treatment, Department of Utility Operations

DISCUSSION:

Results from the bid on March 20th, 2025 –
Liquid Polymer for the Wastewater Treatment Plant - \$15.308 per gal
Polymer Cationic - \$2.41 per lb.
Liquid Polymer for the Water Plant - \$17.114 per gal

FISCAL IMPACT:

Last year's price was –
Liquid Polymer for the Wastewater Treatment Plant - \$11.954 per gal. An increase of – 28.058%
Polymer Cationic - \$1.94 per lb. An increase of – 24.227%
Liquid Polymer for the Water Plant - \$12.556 per gal. An increase of – 36.301%

All Low bids were accepted.

**Reviewed by
Finance Director:** _____

**Reviewed by
Legal:** _____

ALTERNATIVES:

Prepared by:

Teena Rucker
Teena Rucker

Recommended by:

Mark Hall
Mark Hall

Approved by:

City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH POLYDYNE, INC. FOR THE PURCHASE OF LIQUID POLYMER FOR THE WATER TREATMENT PLANT AT A PRICE OF \$17.114 PER GALLON AND FOR THE WASTEWATER TREATMENT PLANT AT A PRICE OF \$15.308 PER GALLON, AND POLYMER CATIONIC AT A PRICE OF \$2.41 PER POUND FOR THE DEPARTMENT OF UTILITY OPERATIONS, DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor, be and he is hereby authorized and directed to execute a contract between the City of Ashland, Kentucky and Polydyne, Inc., One Chemical Plant Road, Riceboro, GA, for the purchase of liquid polymer and polymer cationic in accordance with the bid of the company in an amount not to exceed those set forth in the attached contract. A copy of said contract is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: MARK HALL
DIRECTOR OF UTILITY OPERATIONS

**PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER
PRODUCTION AND WASTEWATER TREATMENT, DEPARTMENT OF
UTILITY OPERATIONS.**

THIS CONTRACT made and entered into this _____ day of _____, 2025, by and between the **CITY OF ASHLAND, KENTUCKY**, a Municipal Corporation, hereinafter known as the **CITY**, acting by and through its Mayor, Chuck D. Charles, duly authorized thereunto, and **POLYDYNE INC, 1 CHEMICAL PLANT ROAD, RICEBORO, GA 31323**, party of the second part, hereinafter known as the **COMPANY**.

WITNESSETH: That for and in consideration of the unit prices as listed on the bid form attached hereto to be paid by the **CITY** to the **COMPANY** as hereinafter contained and set forth, and in further consideration of the mutual covenants and agreements hereinafter contained and set forth, the **COMPANY** has agreed and does by these presents, hereby covenant, agree and bind itself to furnish and perform to and for the **CITY** all necessary supervision, labor, material, tools, equipment, (except as specified), services and all facilities required for the completion of this Contract for the City of Ashland, Department of Engineering and Utilities, all in accordance with the Bid of the **COMPANY** dated **MARCH 20, 2025**. Said specifications and Bid Form are attached hereto and made part of this Contract to all intents and purposes as though set out at length in words and figures herein.

COMPANY shall indemnify and hold the **CITY** harmless from any claim or cause of action arising out of **COMPANY'S** performance for the duration of this contract, and further, **COMPANY** assumes all costs of defending the **CITY** against any claims asserted, including attorney's fees.

PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, FOR THE DEPARTMENT OF UTILITY OPERATIONS.

COMPANY agrees to obtain and maintain in force at all times sufficient liability insurance to cover claims against the **CITY** and naming the **CITY** as an additional insured party. Further, **COMPANY** shall provide the **CITY** with evidence of insurance.

IN TESTIMONY OF ALL WHICH, the said **CITY** has caused its Corporate Name to be affixed by Chuck D. Charles, attested by Susan Maddix, City Clerk and its Corporate Seal to be hereunto affixed, and the **COMPANY** has caused its Corporate name to be hereunto subscribed in duplicate original copies, each party taking a copy, this the day and date first written. This contract will become effective May 1, 2025, and shall terminate on April 30, 2026.

CITY OF ASHLAND, KENTUCKY

BY _____
CHUCK D. CHARLES, MAYOR

ATTEST:

SUSAN MADDIX, CITY CLERK

POLYDYNE INC.

BY _____

TITLE _____

DATE _____

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE.

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. ParaCide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
LIQUID CAUSTIC SODA	60,000 GAL. 25%	\$ No Bid / gal.	\$		
ACTIVATED CARBON	(Price by Super Sack)	\$ No Bid / lb.	\$		
HYDROFLUOSILICIC ACID	24,000 GAL. - 1,000-1,100 Gal. Bulk	\$ No Bid / gal.	\$		
LIQUID POLYMER SEWER PLANT	CLARIFLOC CE-312 3000 GALLONS	\$ 15.308* / gal.	\$ 45,924.00		
POTASSIUM PERMANGANATE	26,000 LBS	\$ No Bid / lb.	\$		
ALUMINUM SULFATE (Liquid)	55,000 Gallons Bulk by Truck	\$ No Bid / gal.	\$		

Name of Bidder: Polydyne Inc.

* Density of 8.6 Lbs./Gal. for \$Lb. Conversion Factor

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE.

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
POLY-ALUMINUM CHLORIDE (PAC)	110,000 GALLONS	\$ No Bid / gal.	\$ _____	_____	_____
SAND	10 TON	\$ No Bid / lb.	\$ _____	_____	_____
POLYMER, CATIONIC WATER PLANT	20 TON CLARIFLOC C-3223	\$ 2.41 / lb.	\$ 96,400.00	_____	_____
SODIUM HYPOCHLORITE	64,000 GALLONS	\$ No Bid / gal.	\$ _____	_____	_____
LIQUID POLYMER WATER PLANT	CLARIFLOC CE-1544 3000 GALLONS	\$ 17.114* / gal.	\$ 51,342.00	_____	_____

TOTAL BID AMOUNT \$ 193,666.00

NAME OF BIDDER: Polydyne Inc. PHONE NO. (800) 848-7659 Opt. 2

SIGNATURE: _____ TITLE: Sr. Vice-

PRINT NAME: Boyd Stanley DATE: 3/17/25

* Density of 8.6 Lbs./Gal. for \$Lb. Conversion Factor

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE.

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

*Also with the Peracetic Acid (PAA) you will need to Supply Equipment, Mobilization & Related Services.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
PERACETIC ACID (PAA)	180,000 LBS or APPROX 20000 GALLONS	\$ No Bid / lb. \$			
*PAA Equipment Cost		\$ No Bid	\$		
*PAA Service Cost		\$ No Bid	\$		
*PAA Total Annual Cost			\$ No Bid		

Name of Bidder: Polydyne Inc. _____

ADDENDUM NO. 1 TO THE BID DOCUMENTS FOR THE CHEMICALS

CITY OF ASHLAND, KENTUCKY

March 11, 2025

TO: ALL HOLDERS OF CONTRACT DOCUMENTS Your attention is directed to the following interpretations of, changes in, and additions to the Contract Specifications and Plans for the above-named project at the City of Ashland, Kentucky.

PERACETIC ACID (PAA) –

Along with the Peracetic Acid (PAA) You will also need to supply Equipment, Mobilization & Related Services.

Please see attached New Bid Form & Specifications. The updated Bid Form and Specifications must be included in the bid.

For more information on this you can reach out to **Jeff McFarlin** Superintendent of Wastewater Plant at Phone **606.385.3204** or email jmcfarlin@ashlandky.gov

-END OF ADDENDUM NO. 1-

**SPECIFICATIONS - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND DIVISION OF WASTEWATER TREATMENT.**

LIQUID CAUSTIC SODA 25% - WATER TREATMENT

A. REQUIREMENTS

1. Caustic soda shall be of such clarity as to permit the reading of flow measuring devices without difficulty.
2. Temperature not to exceed 180° F. delivered.
Regular grade
Sodium Hydroxide (NaOH) minimum 49.5%
Sodium Oxide (Na₂O) minimum 38.4%
Other Material shall meet Food Chemical Codex grade requirements.
3. Shipments shall be made by tank trucks of stainless steel or of suitable material that will not be attacked by the contents of the liquid and shall not contain substances that will impair the usefulness or the material in treating municipal water supplies. **All truck shipments require a tri-axle or small tanker truck to be able to access the bulk tank gate.**
4. Shipments shall be made in tank trucks with a minimum capacity of 3,200 (three thousand two hundred) gallons. Weight certificates shall be supplied by both supplier and truck company. Shipments shall comply with Interstate Commerce Commission Regulations for markings. Shipments shall be delivered at the hours stated by the Director of Engineering and Utilities.
5. Liquid Caustic Soda to be furnished shall meet American Water Works Association Specification No. B 501-88. The manufacturer's affidavit of compliance shall be submitted with the bid.
6. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed

POWDERED ACTIVATED CARBON - WATER TREATMENT

A. REQUIREMENTS

1. The PAC is preferred to be a wood or coconut shell-based material that is chemically activated using phosphoric acid and/or by steam.
2. The PAC is to be a fine powder having:
3. A minimum 99% shall pass through a U.S. Standard Sieve #100.
4. A minimum 95% shall pass through a U.S. Standard Sieve #200.
5. A minimum 90% shall pass through a U.S. Standard Sieve #325.
6. PAC must meet ANSI/AWWA-B600-90 or newer standards.
7. PAC must meet NSF/ANSI Standard 61 Drinking Water System Components –Health Effects. The bidder shall supply a certification letter with the bid.
8. Iodine #800 mg/g minimum. The number shall be determined in accordance with ASTM Method D4607.

9. Bulk density of the PAC shall not be less than 0.2 g/cc (12.5 lb. /cu. ft.) nor greater than 0.5 g/cc (31.2 lb. /cu. ft.).
10. Moisture 8% maximum.
11. PAC shall have an ash content of less than 10%. Include on bid the typical ash content of the product submitted. The ash content will be used to evaluate the pricing of the different products bid.
12. Affidavits of compliance shall be furnished with the bid submitted.
13. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

THE FOLLOWING ITEMS MUST BE INCLUDED WITH BID SUBMITTED

1. BASE MATERIAL AND THE ACTIVATION PROCESS
AND THE SPECIFIC ASH CONTENT OF THE PRODUCT SUBMITTED
2. IODINE NUMBER
3. BULK DENSITY RANGE
4. PARTICLE SIZE THROUGH SIEVES
5. CERTIFICATION LETTER WITH THE BID
6. AFFIDAVITS OF COMPLIANCE SHALL BE FURNISHED WITH THE BID SUBMITTED.
7. GIVE LEAD TIME IN DAYS FOR ORDERS TO BE DELIVRED TO OUR FACILITY.

HYDROFLUOSILICIC ACID - WATER TREATMENT

A. REQUIREMENTS

1. Hydrofluosilicic Acid shall meet the following maximum and minimum chemical percentages by weight:

Hydrofluosilicic acid	H ₂ SiF ₆	23.0 minimum
Arsenic	AS	0.025 max.
Antimony	Sb	0.005 max.
Lead	Pb	0.01 max.
Iodine	I	0.025 max.
Organic mineral		Nil

Commercial strength shall be 23-27 percent H₂SiF₆.

Odor shall be sufficient to identify type of material in use.

2. Hydrofluosilicic Acid shall be delivered bulk in 1,000-1,100 gallons (2" female coupling) with packaging and shipping conforming to current Interstate Commerce Commission Regulations. **Delivery must be 1 -2 weeks maximum.** Hydrofluosilicic Acid shall meet and conform to American Water Works Association Specification B703-89. A dependable source of supply shall be a contributing factor in the award of the bid. Manufacturer's affidavit of compliance shall be submitted with the bid.

PH of 1% solution shall be 1.2

Density of a 25% solution shall be 10.3 lb./gal/

LIQUID POLYMER FLOCCULENT - SEWAGE TREATMENT

A. REQUIREMENTS

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Wastewater Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

POTASSIUM PERMANGANATE FOR WATER AND SEWAGE TREATMENT

A. REQUIREMENTS

1. Potassium Permanganate shall be of a material meeting American Water Works Association Specification B 603-88.

2. Potassium Permanganate (KMnO_4) shall consist of dark purple or bronze-like rhombic crystals. The free-flowing grade desired may have some other color (commonly grayish hue) from the free-flowing additive.

Specific Gravity 2.7

Bulk Density 90-100 pounds per cubic foot

Solubility in distilled water at 0° Centigrade - 2.5%, at 25° Centigrade 7.8% and 50% at 100°

Grade Desired - Free Flowing

3. The manufacturer or vendor shall provide an affidavit of compliance that the material furnished complies with all applicable requirements of this standard.

4. The material supplied shall contain no impurities, organic or inorganic - that will produce ill effects on the health of consumers. Should the material supplied not meet the chemical or physical requirements of this standard, notice shall be given to the vendor within the thirty (30) days after receipt of the material. Vendor shall then remove the product from the premises and shall make full bid price restoration within thirty (30) days to the City of Ashland. Liquidated damages may also be assessed.

5. Physical Requirements of the material include the following. The free-flowing grade shall not form lumps in the package that cannot be easily broken up by rubbing between the fingers with minimal pressure and shall have no other characteristics that will prevent its use in dry -type feeders. No more than fifteen percent (15%) by weight shall pass through a 200-mesh screen and no more than twenty percent (20%) by weight shall be retained on a 40-mesh screen.

6. Chemical requirements of the $KmnO_4$ in the material furnished shall not be less than ninety-seven percent (97%) by weight.

7. Material shall be shipped in non-returnable 50-lb. - 60-lb. containers.

8. Each container shall be marked and identified as to product, grade, assay, net weight, name of manufacturer and brand name of material lot number of the manufacturer and all markings shall conform to Interstate Commerce Commission regulations in effect at the time of delivery. Delivery shall be on trucks with hydraulic tailgates.

9. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID ALUMINUM SULFATE -WATER TREATMENT

A. REQUIREMENTS

1. Liquid Aluminum Sulfate shall meet the following maximum and minimum chemical specifications:

Specific Gravity @ 60F: 1.33 min.

Baume scale density @ 60F: 36

Basicity: 2.0

% Aluminum Oxide (A12O3): 8.0 min.

Iron content (ppm): 13

% Insoluble: nil

Grade: The liquid aluminum sulfate shall be a "commercial grade" meeting the above description. It shall conform to the requirements of AWWA B403-03 regulation and these specifications.

2. Delivery: Shipments of liquid aluminum sulfate shall comply with applicable DOT regulations for marking. Any evidence of contamination or failure to meet product specification shall be cause for rejection of delivery. Delivery shall be a maximum of 4,500 gallons and delivered via 2" diameter pipe w/female coupling, (plant has male coupling).

POLY-ALUMINUM CHLORIDE (PAC) - WATER TREATMENT

A. REQUIREMENTS

1. Shipping (Delivery) - 4500 gallons by truck, capable of delivering (by pumping) via 2" diameter pipe, w/female coupler. Plant has male connector. Chemical shall be delivered no more than 7 (seven) calendar days after order has been placed. Written notification (emails are acceptable) of order is required from vendor once order is received.

2. Physical Properties:

a. PAC shall be in liquid form

b. Specific Gravity 1.2 minimum +/- 0.010

c. Solubility - 100%

d. % Grade - 40% minimum

e. Ph - 2 - 2.5 +/- 0.5

f. Viscosity - 5 - 250 Centistokes at 25 degrees Celsius

- g. Stability - will not self polymerize or decompose at normal temperatures
- h. 12.5 Aluminum Oxide
- i. 70% Basicity

SAND - WATER TREATMENT

A. Requirements

50 lb. bags of Micro Silica Sand – Grade 65
Shipment in pallets.

POLYMER – WATER TREATMENT

A. Requirements

1. Shipment – 50 lb. bags on pallets, cationic. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

SODIUM HYPOCHLORITE- WATER TREATMENT

A. Requirements

1. 12% Solution - Specific Gravity 1.22
Bulk Shipments, 4500 gallons, 2" female coupling. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID POLYMER FLOCCULENT for WATER TREATMENT Sludge Press

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Water Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

PERACETIC ACID-SEWAGE TREATMENT

1. Must be a 15% solution.
2. Must be shipped in 3,000 lb. totes.
3. Must provide equipment such as two 330-gallon Tote Containment Units PAK735 with dual tote manifold, or equivalent equipment prior to first delivery.
4. Estimated annual consumption is 20,000 gallons.
5. *Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.*

***Also, with the Peracetic Acid (PAA) You will need to supply the following:**

6. *Equipment - Qty 1, Handheld PAA analyzer. – Qty 1, Dual (2) Pump equipped skid for PAA feed into the effluent, injection point & repair parts. The skid shall include duty & redundant peristaltic pumps, wiring, piping, valves, fittings & appurtenances. Qty. 2 330 Tote Containment Units with multiple-tote system manifolds.
7. *Services – PAA System Installation, Start-up & maintenance. PAA System Operational Training, maintenance training and dosage optimization training.

INSURANCE REQUIREMENTS

Each prospective bidder shall carry liability Insurance and Workman's Compensation as regulated by the Federal government for the Chemical Industry. As proof of carriage of the insurance shall be included with the Bid. Insurance shall include a provision automatically reinstating the limits after each accident or claim for damages.

ALL CHEMICAL ITEMS LISTED

The successful manufacturer or distributor shall furnish Water and Sewage Treatment Plant Personnel Material Data and Safety Sheets on all materials furnished under this contract. Material Data and Safety Sheets shall be the latest data available on the product to be furnished.

BILLING REQUIREMENTS

All invoices must be billed in the same measurement that the chemical was originally bid. All original invoices must be mailed to the attention of Finance Department, along with a copy immediately emailed to the Department/Division making the purchase. Below are the phone numbers and emails:

Water Plant at phone # 606-385-3200, bstambaugh@ashlandky.gov

Wastewater Plant at phone # 606-385-3204, jmcfarlin@ashlandky.gov

NOTICE TO BIDDERS

Sealed bids will be received by the City of Ashland, Kentucky on the following item(s):

PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, DEPARTMENT OF UTILITY OPERATIONS.

Specifications and bid instructions may be seen and obtained in the Office of the Director of Engineering/Utilities, City Building, Ashland, Kentucky, during regular office hours or telephone (606) 385-3332.

Bids will be received by the City Clerk until **3:00 P.M., EST., March 20, 2025**. At **3:15 P.M., EST., March 20, 2025**, the bids will be opened and publicly read in the Commissioner's Chambers, Third Floor, City Building, 1700 Greenup Avenue, Ashland, Kentucky.

The City of Ashland through its City Manager, reserves the right to accept all or to reject all or any part of the bid should it be deemed to be in the best interest of the City of Ashland.

MARK HALL
DIRECTOR OF UTILITY OPERATIONS

PUBLISHED: Online at www.ashlandky.gov on March 5, 2025



Dear Prospective Bidder:

The City of Ashland appreciates your assistance in making a careful study of the specifications and contract documents for the purpose of offering suggestions as to contract periods, quantities, terms, detailed specifications, trade customs, etc., which you believe to be for the best interest of the City of Ashland.

In soliciting an interest on your part in reviewing our bidding forms, we believe closer cooperation will be developed between prospective bidders and the City of Ashland.

In the event you are unable to bid, we will appreciate your advising this office, in writing. Failure to do so will result in your name or firm being removed from our mailing list.

Sincerely,
City of Ashland
tlr

PAGE REPLACED BY ADDENDUM NO. 1

BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES, DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE.

Security deposit requirements must be stated below per item and considered in total bid price.

1 If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

2 If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

3 Product must be a 15% solution with EPA approval for wastewater disinfection. ParaCide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
LIQUID CAUSTIC SODA	60,000 GAL. 25%	\$ _____ / gal.	\$ _____	_____	_____
PERACETIC ACID	180,000 LBS or APPROX 20000 GALLONS	\$ _____ / lb.	\$ _____	_____	_____
ACTIVATED CARBON	(Price by Super Sack)	\$ _____ / lb.	\$ _____	_____	_____
HYDROFLUOSILICIC ACID	24,000 GAL. - 1,000- 1,100 Gal. Bulk	\$ _____ / gal.	\$ _____	_____	_____
LIQUID POLYMER SEWER PLANT	3000 GALLONS	\$ _____ / gal.	\$ _____	_____	_____
POTASSIUM PERMANGANATE	26,000 LBS	\$ _____ / lb.	\$ _____	_____	_____
ALUMINUM SULFATE (Liquid)	55,000 Gallons Bulk by Truck	\$ _____ / gal.	\$ _____	_____	_____

Name of Bidder: _____

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE.

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
POLY-ALUMINUM CHLORIDE (PAC)	110,000 GALLONS	\$ _____ / gal.	\$ _____	_____	_____
SAND	10 TON	\$ _____ / lb.	\$ _____	_____	_____
POLYMER, CATIONIC WATER PLANT	20 TON	\$ _____ / lb.	\$ _____	_____	_____
SODIUM HYPOCHLORITE	64,000 GALLONS	\$ _____ / gal.	\$ _____	_____	_____
LIQUID POLYMER WATER PLANT	3000 GALLONS	\$ _____ / gal.	\$ _____	_____	_____

TOTAL BID AMOUNT \$ _____

NAME OF BIDDER: _____ PHONE NO. _____

SIGNATURE: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

**SPECIFICATIONS - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND DIVISION OF WASTEWATER TREATMENT.**

LIQUID CAUSTIC SODA 25% - WATER TREATMENT

A. REQUIREMENTS

1. Caustic soda shall be of such clarity as to permit the reading of flow measuring devices without difficulty.
2. Temperature not to exceed 180° F. delivered.
Regular grade
Sodium Hydroxide (NaOH) minimum 49.5%
Sodium Oxide (Na₂O) minimum 38.4%
Other Material shall meet Food Chemical Codex grade requirements.
3. Shipments shall be made by tank trucks of stainless steel or of suitable material that will not be attacked by the contents of the liquid and shall not contain substances that will impair the usefulness or the material in treating municipal water supplies. **All truck shipments require a tri-axle or small tanker truck to be able to access the bulk tank gate.**
4. Shipments shall be made in tank trucks with a minimum capacity of 3,200 (three thousand two hundred) gallons. Weight certificates shall be supplied by both supplier and truck company. Shipments shall comply with Interstate Commerce Commission Regulations for markings. Shipments shall be delivered at the hours stated by the Director of Engineering and Utilities.
5. Liquid Caustic Soda to be furnished shall meet American Water Works Association Specification No. B 501-88. The manufacturer's affidavit of compliance shall be submitted with the bid.
6. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed

PERACETIC ACID-SEWAGE TREATMENT

1. Must be a 15% solution.
2. Must be shipped in 3,000 lb. totes.
3. Must provide equipment such as two 330-gallon Tote Containment Units PAK735 with dual tote manifold, or equivalent equipment prior to first delivery.
4. Estimated annual consumption is 20,000 gallons.
5. *Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

POWDERED ACTIVATED CARBON - WATER TREATMENT

A. REQUIREMENTS

1. The PAC is preferred to be a wood or coconut shell-based material that is chemically activated using phosphoric acid and/or by steam.
2. The PAC is to be a fine powder having:
3. A minimum 99% shall pass through a U.S. Standard Sieve #100.
4. A minimum 95% shall pass through a U.S. Standard Sieve #200.
5. A minimum 90% shall pass through a U.S. Standard Sieve #325.
6. PAC must meet ANSI/AWWA-B600-90 or newer standards.
7. PAC must meet NSF/ANSI Standard 61 Drinking Water System Components –Health Effects. The bidder shall supply a certification letter with the bid.
8. Iodine #800 mg/g minimum. The number shall be determined in accordance with ASTM Method D4607.
9. Bulk density of the PAC shall not be less than 0.2 g/cc (12.5 lb. /cu. ft.) nor greater than 0.5 g/cc (31.2 lb. /cu. ft.).
10. Moisture 8% maximum.
11. PAC shall have an ash content of less than 10%. Include on bid the typical ash content of the product submitted. The ash content will be used to evaluate the pricing of the different products bid.
12. Affidavits of compliance shall be furnished with the bid submitted.
13. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

THE FOLLOWING ITEMS MUST BE INCLUDED WITH BID SUBMITTED

1. BASE MATERIAL AND THE ACTIVATION PROCESS
AND THE SPECIFIC ASH CONTENT OF THE PRODUCT SUBMITTED
2. IODINE NUMBER
3. BULK DENSITY RANGE
4. PARTICLE SIZE THROUGH SIEVES
5. CERTIFICATION LETTER WITH THE BID
6. AFFIDAVITS OF COMPLIANCE SHALL BE FURNISHED WITH THE BID SUBMITTED.
7. GIVE LEAD TIME IN DAYS FOR ORDERS TO BE DELIVRED TO OUR FACILITY.

HYDROFLUOSILICIC ACID - WATER TREATMENT

A. REQUIREMENTS

1. Hydrofluosilicic Acid shall meet the following maximum and minimum chemical percentages by weight:

Hydrofluosilicic acid	H ₂ SiF ₆	23.0 minimum
Arsenic	AS	0.025 max.
Antimony	Sb	0.005 max.
Lead	Pb	0.01 max.
Iodine	I	0.025 max.
Organic mineral		Nil

Commercial strength shall be 23-27 percent H₂SiF₆.

Odor shall be sufficient to identify type of material in use.

2. Hydrofluosilicic Acid shall be delivered bulk in 1,000-1,100 gallons (2" female coupling) with packaging and shipping conforming to current Interstate Commerce Commission Regulations. Delivery must be 1 -2 weeks maximum. Hydrofluosilicic Acid shall meet and conform to American Water Works Association Specification B703-

89. A dependable source of supply shall be a contributing factor in the award of the bid. Manufacturer's affidavit of compliance shall be submitted with the bid.

PH of 1% solution shall be 1.2

Density of a 25% solution shall be 10.3 lb./gal/

LIQUID POLYMER FLOCCULENT - SEWAGE TREATMENT

A. REQUIREMENTS

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.

2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.

3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.

4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Wastewater Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.

5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.

6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

POTASSIUM PERMANGANATE FOR WATER AND SEWAGE TREATMENT

A. REQUIREMENTS

1. Potassium Permanganate shall be of a material meeting American Water Works Association Specification B 603-88.

2. Potassium Permanganate (K_2MnO_4) shall consist of dark purple or bronze-like rhombic crystals. The free-flowing grade desired may have some other color (commonly grayish hue) from the free-flowing additive.

Specific Gravity 2.7

Bulk Density 90-100 pounds per cubic foot

Solubility in distilled water at 0°Centigrade - 2.5%, at 25° Centigrade 7.8% and 50% at 100°

Grade Desired - Free Flowing

3. The manufacturer or vendor shall provide an affidavit of compliance that the material furnished complies with all applicable requirements of this standard.

4. The material supplied shall contain no impurities, organic or inorganic - that will produce ill effects on the health of consumers. Should the material supplied not meet the chemical or physical requirements of this standard, notice shall be given to the vendor within the thirty (30) days after receipt of the material. Vendor shall then remove the product from the premises and shall make full bid price restoration within thirty (30) days to the City of Ashland. Liquidated damages may also be assessed.

5. Physical Requirements of the material include the following. The free-flowing grade shall not form lumps in the package that cannot be easily broken up by rubbing between the fingers with minimal pressure and shall have no other characteristics that will prevent its use in dry -type feeders. No more than fifteen percent (15%) by weight shall pass through a 200-mesh screen and no more than twenty percent (20%) by weight shall be retained on a 40-mesh screen.

6. Chemical requirements of the K_2MnO_4 in the material furnished shall not be less than ninety-seven percent (97%) by weight.

7. Material shall be shipped in non-returnable 50-lb. - 60-lb. containers.

8. Each container shall be marked and identified as to product, grade, assay, net weight, name of manufacturer and brand name of material lot number of the manufacturer and all markings shall conform to Interstate Commerce Commission regulations in effect at the time of delivery.
Delivery shall be on trucks with hydraulic tailgates.

9. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID ALUMINUM SULFATE -WATER TREATMENT

A. REQUIREMENTS

1. Liquid Aluminum Sulfate shall meet the following maximum and minimum chemical specifications:

Specific Gravity @ 60F: 1.33 min.

Baume scale density @ 60F: 36

Basicity: 2.0

% Aluminum Oxide (Al_2O_3): 8.0 min.

Iron content (ppm): 13

% Insoluble: nil

Grade: The liquid aluminum sulfate shall be a "commercial grade" meeting the above description. It shall conform to the requirements of AWWA B403-03 regulation and these specifications.

2. Delivery: Shipments of liquid aluminum sulfate shall comply with applicable DOT regulations for marking. Any evidence of contamination or failure to meet product specification shall be cause for rejection of delivery. Delivery shall be a maximum of 4,500 gallons and delivered via 2" diameter pipe w/female coupling, (plant has male coupling).

POLY-ALUMINUM CHLORIDE (PAC) – WATER TREATMENT

A. REQUIREMENTS

1. Shipping (Delivery) - 4500 gallons by truck, capable of delivering (by pumping) via 2" diameter pipe, w/female coupler. Plant has male connector. Chemical shall be delivered no more than 7 (seven) calendar days after order has been placed. Written notification (emails are acceptable) of order is required from vendor once order is received.
2. Physical Properties:
 - a. PAC shall be in liquid form
 - b. Specific Gravity 1.2 minimum +/- 0.010
 - c. Solubility - 100%
 - d. % Grade - 40% minimum
 - e. Ph - 2 - 2.5 +/- 0.5
 - f. Viscosity - 5 - 250 Centistokes at 25 degrees Celsius
 - g. Stability - will not self polymerize or decompose at normal temperatures
 - h. 12.5 Aluminum Oxide
 - i. 70% Basicity

SAND - WATER TREATMENT

A. Requirements

50 lb. bags of Micro Silica Sand – Grade 65
Shipment in pallets.

POLYMER – WATER TREATMENT

A. Requirements

1. Shipment – 50 lb. bags on pallets, cationic. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

SODIUM HYPOCHLORITE- WATER TREATMENT

A. Requirements

1. 12% Solution - Specific Gravity 1.22
Bulk Shipments, 4500 gallons, 2" female coupling. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID POLYMER FLOCCULENT for WATER TREATMENT Sludge Press

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Water Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

INSURANCE REQUIREMENTS

Each prospective bidder shall carry liability Insurance and Workman's Compensation as regulated by the Federal government for the Chemical Industry. As proof of carriage of the insurance shall be included with the Bid. Insurance shall include a provision automatically reinstating the limits after each accident or claim for damages.

ALL CHEMICAL ITEMS LISTED

The successful manufacturer or distributor shall furnish Water and Sewage Treatment Plant Personnel Material Data and Safety Sheets on all materials furnished under this contract. Material Data and Safety Sheets shall be the latest data available on the product to be furnished.

BILLING REQUIREMENTS

All invoices must be billed in the same measurement that the chemical was originally bid. All original invoices must be mailed to the attention of Finance Department, along with a copy immediately emailed to the Department/Division making the purchase. Below are the phone numbers and emails:

Water Plant at phone # 606-385-3200, bstambaugh@ashlandky.gov

Wastewater Plant at phone # 606-385-3204, jmcfarlin@ashlandky.gov

**CITY OF ASHLAND, KENTUCKY, INFORMATION – PURCHASE OF BULK
CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND
WASTEWATER TREATMENT, DEPARTMENT OF PUBLIC SERVICES AND
UTILITY OPERATIONS.**

The Contractor shall file all notices required by, and comply with, all applicable federal, state, or local laws, ordinances, codes, regulations, and guidelines and shall at his own expense secure and pay the fees or charges for all permits required for the performance of the Contract work.

The Contractor shall be responsible for all damages to persons or property that the work and shall be responsible for the proper care and protection of all work performed until full completion and final acceptance by the City of Ashland. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.

During the performance of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. No officer, employee, or member of the governing body of the City of Ashland who exercises any function or responsibility in connection with the carrying out of this project shall have any private interest, direct or indirect, with this contract.

The City of Ashland shall have the right to inspect the work at all times and at the completion thereof.

**CITY OF ASHLAND, KENTUCKY, INFORMATION – PURCHASE OF BULK
CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND
WASTEWATER TREATMENT, DEPARTMENT OF PUBLIC SERVICES AND
UTILITY OPERATIONS.
CONTINUED**

The work which the Contractor is required to perform under this contract, shall be started within ten (10) days after receipt of written notice. The contractor shall be responsible to the City for all signs, barricades, etc. that belong to the City.

The City of Ashland may terminate this agreement at any time, without liability except for payment of amounts to which it reasonably believes the Contractor is properly entitled. If the City believes, the Contractor has not fully satisfied any of the terms and conditions, no payment shall be made. In the event of such termination, the Contractor shall immediately cease work and shall evacuate the premises without order of any court.

The foregoing specifications shall be made a part of the contract as fully as if written in words or figures therein and shall be made a part of this contract.

Each prospective bidder shall return the entire bid package which includes their bid. All forms within the bid packet must be fully completed. Failure to provide all of the information can result in the bid being considered as non-responsive. In addition, failure to provide a performance bond within 10 calendar days after notice of the award will result in forfeiture of the bid bond or certified check.

All work performed under these specifications shall be approved by the City of Ashland's Director of Utility Operations before payment is made. No partial payments shall be made. Upon completion of the Contract, an invoice shall be submitted. Upon approval from the Board of Commissioners, payment shall be made within a timely manner.

Any questions as to these specifications shall be addressed to Mark Hall,
Director of Utility Operations (606) 385-3332

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 1)

1. ~~All bids shall be accompanied by a **BID BOND** or **CERTIFIED CHECK** in the amount of ten (10%) of the bid, in favor of the City of Ashland. Bonds shall be issued by a responsible surety company licensed to do business in the Commonwealth of Kentucky. Certified checks shall be made payable to the **CITY OF ASHLAND**. Failure to comply with this requirement **SHALL** result in the rejection of the bid.~~

~~The checks and bonds of the unsuccessful bidders shall be returned as soon as practical after the award of the contracts.~~

~~Successful bidders will be required to furnish contract surety in the form of a **PERFORMANCE BOND** and **PAYMENT BOND** in an amount equal to one hundred (100%) percent of the total amount of the contract. If the bid is accepted, a contract shall be entered into, and the performance bond and payment bond secured **within ten (10) days after written notice of acceptance is sent**.~~

2. Bids shall be made out and signed in the corporate or other name of the bidder and shall be fully executed by an authorized person.

3. Bids shall be submitted on the Bid Forms contained within the bid packet. Bid forms shall not be altered in any way. Alternate bids will not be accepted unless called for in the bid. Should the bidder desire to submit two or more bids for the same project, each bid shall be submitted separately and thus completely independent of each other. If a bidder is unable to bid on a particular item, write "No Bid" on that line.

4. Bids received later than the time and date specified will not be considered. Also, amendments to or withdrawals of bids received later than the time and date set for the bid opening will not be considered. Bids received after the bid opening shall not be considered and will be returned unopened to the bidder.

5. The entire bid packet, including the completed bid form, shall be submitted in an enclosed SEALED envelope with the bidder's name and address in the upper left-hand corner.

All bids shall be marked "SEALED BID" with the date and hour of the bid opening and the specific material or service bid is to be placed on the outside of the envelope in the lower left-hand corner. All bids shall be addressed to the CITY CLERK, City of Ashland, Room 403, 1700 Greenup Avenue, P. O. Box 1839, Ashland, Kentucky 41105-1839.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 2)

6. Bidders or their representatives may be present at the bid opening.
7. The Director of Utility Operations reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.
8. The Director of Utility Operations reserves the right to correct any award erroneously made as a result of a clerical error on the part of the City of Ashland.
9. Bids received sealed with any kind of **TAPE** shall not be accepted. To be considered, all bids shall be **SEALED**.
10. The City of Ashland reserves the right to hold all bids for a period of forty-five (45) days from the date of the bid opening.
11. All prices for material, equipment, supplies, apparatus, etc., shall be F.O.B., Ashland, Kentucky at the designated places of delivery.
12. Prospective bidders shall comply with the President's Executive Order No's. 11246 and 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin, Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, Contract Work Hours Standards Act, 40CFR 35.936 F, and all other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods, or services called for in these documents.
13. All bidders shall certify that they do not and will not maintain or provide for their employee's facilities which are segregated or biased based on race, color, creed, or national origin, and that they will make positive effort to use small and minority owned businesses in the performance of the contract.
14. All bidders shall receive, upon request, a tabulation of the bids once a decision has been reached and approved to award bid to the successful bidder. The tabulation is not available on the date of the bid opening.
15. All bids shall include adequate information, brochures, latest printed detailed specifications, and advertising literature describing the commodity or service offered to permit ready comparison with City specifications on an item-by-item basis.

**INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE
REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 3)**

16. The City of Ashland, through its City Manager, reserves the right to accept or to reject any or all bids. The City also reserves the right to award bids whole or in part when it is deemed to be in the best interest of the City of Ashland.
17. Specifications and full information for bidders may be seen and obtained at the Office of Engineering and Utilities, 1700 Greenup Avenue, Room 408, Ashland, KY. Questions concerning all or any part of the Bid Package shall be addressed to the Director of Utility Operations, P. O. Box 1839, 1700 Greenup Avenue, Ashland, Kentucky 41105-1839, or phone (606) 385-3275.
18. It is recommended that bidders keep a copy of the Bid Package submitted.
19. Preference will be given by the City of Ashland to the lowest responsible bidder furnishing products made and assembled in the continental United States of America. Where the price of an acceptable American-made product is within five percent (5%) of a non-American-made product, the bid award will be made to the domestic manufacturer.
20. Any bidder submitting an alternate bid or proposal when alternate bids or proposals have not been requested shall have his or her bid rejected as non-responsive.
21. Any bidder submitting a bid incorporating two (2) or more prices for an item or group of items – unless such method of pricing is requested on the Bid Form – or which imposes conditions for acceptance other than those established in the specifications shall have the bid rejected.
22. Manufacturer's catalog numbers, trade names, etc., if shown herein are for descriptive purposes only and are to guide the prospective bidder in determining the standard or quality, design, and performance desired and shall not be construed to exclude other types of commodities and / or service. Any exceptions taken to specifications shall be listed and described on a separate sheet with the various increase or decrease in price clearly stated.
23. All bids shall be signed by the bidder or an authorized representative. Unsigned bids shall not be considered. Facsimile copies shall not be submitted and will not be considered.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 4)

24. All equipment furnished shall be in full compliance with Office of Safety and Health Administration regulations in effect at the time of shipment. In addition, equipment and all chemicals must include all paperwork including any Material Safety Data Sheets and be labeled accordingly.
25. The City of Ashland is exempt from all Commonwealth of Kentucky Sales Taxes and Federal Excise Taxes.
26. The signature of the bidder or his authorized representative shall be considered as in acceptance and compliance with all terms and conditions contained and set out in this bid package.
27. Each bidder shall return the original bid package – intact – with all forms, materials, etc. attached. All signatures shall be original.
28. Any literature, forms or items requested in the bid package shall be original material and shall be unaltered.
29. Licensed bidders shall submit a copy of their business license with the bid. Unlicensed bidders shall complete the business license application in the bid packet and return the application with the appropriate fee as part of the bid packet. The forms are included in this bid packet. The City may consider any unlicensed bidder failing to meet this condition as an unresponsive bidder.
30. The City of Ashland passed an Occupational License Fee – Ordinance 28, 1999. Each bidder shall be required to follow the guidelines as stated therein. The Occupational License Fee is effective as of July 1, 1999. The forms are included in this bid packet.
31. The bidders acknowledge that Boyd Circuit Court shall have jurisdiction over disputes that might arise relating to the bidder with which the City enters into an agreement for these services.
32. The City of Ashland reserves the right to hold the successful bidder's Bid Bond / Certified Check for single purchase items. The Bid Bond / Certified Check will be returned after successful fulfillment of bid has verified.

BIDDING QUALIFICATIONS

Pursuant to City of Ashland Ordinance No. 49, Series of 2023, as amended, I, Tony D. Grubb, City Manager of the City of Ashland, Kentucky do hereby designate that the form attached hereto as Exhibit 1 to be utilized by all bidders/vendors seeking qualification or prequalification to bid on contracts to be awarded by the City of Ashland. The information shall be utilized to determine the bidder's/vendor's qualification to bid based upon the bidder's/vendor's ability and capacity to perform contracts on a timely basis; the bidder's/vendor's character, reputation, integrity and expertise; the bidder's/vendor's satisfactory performance on previous contracts with the City of Ashland; and the bidder's/vendor's satisfactory performance on previous contracts with other governmental entities.

Evaluated bids may give preference in the award of contracts to bidders/vendors whose bid is not more than fifteen percent (15%) in excess of the lowest bid received and that have met at least seventy percent (70%) of the evaluated bid criteria as shown on Exhibit 2 attached hereto and incorporated by reference herein.

This 29th day of January, 2025.



Tony Grubb
City Manager
City of Ashland
P. O. Box 1839
Ashland, KY 41105-1839

EXHIBIT 2
EVALUATED BID CRITERIA

1. Bidder/Vendor has a written safety and health program that includes training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures. ✓
2. Bidder/Vendor has a substance abuse program that includes testing and treatment. ✓
3. Bidder/Vendor has its principal place of business within the city limits of Ashland. N/A
4. Bidder/Vendor has its principal place of business within the territorial limits of Boyd County, Kentucky. N/A
5. Bidder/Vendor has successfully completed at least two (2) projects of comparable size, complexity, and cost within the past five (5) years. ✓
6. Bidder/Vendor has previously satisfactorily completed at least two (2) contracts for the City of Ashland. ✓
7. Bidder/Vendor has a workers' compensation E-Mod factor of 1.0 or less. ✓
8. Bidder/Vendor has a bank credit reference sufficient for a project of this size. ✓
9. All sub-contractors identified by vendor as doing work on the project are qualified to bid on City of Ashland projects. N/A
10. Bidder/Vendor has written procedures to ensure compliance with current federal and state wage and hour laws, including employee eligibility to work and has a policy which provides equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veterans, or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment. ✓

EXHIBIT 1

BIDDER/VENDOR PRE-QUALIFICATION DISCLOSURE STATEMENT

1. Bidder/Vendor Information

Name: Polydyne Inc.

Type of Entity: Corporation

Contact Person: Boyd Stanley

Principal Office Address: 1 Chemical Plant Road, Riceboro, GA 31323

Phone Number: (800) 848-7659 Opt. 2

E-mail Address for Contact Person: bids@polydyneinc.com

Federal Tax ID#: 34-1810283

If Corporation or Limited Liability Company, State of Incorporation Delaware

2. Provide a description of your experience with significant projects of your company within the past five (5) years and provide contact information for the owner's representative for all such projects.

Please see attached Reference List.

3. Provide documentation from projects during the past five years detailing timeliness of performance, quality of work, extension requests, findings, fines and penalties imposed and payment thereof, including liquidated damages, liens, history of claims for extra work, and contract defaults with explanations of same.

Polydyne Inc.'s customers generally exercise any extensions available. Polydyne Inc. has not been fined or had penalties imposed upon it in the past.

4. Have you ever failed to complete any job awarded to you? If so, indicate where and why.

No

5. Have you ever defaulted on a contract? If so, indicate where and why.

No

6. Has your company had any suspension or revocation of any professional licenses of any director, officer, owner or managerial employee to the extent that any such licensure is necessary to perform the work contemplated by the contract?

No ☒ Yes _____ If yes, explain _____

7. List all directors, officers, project managers and superintendents of your company with names and addresses.

Please see attached Polydyne Inc. "General Information" sheet.

8. Has your company been involved in litigation in which it has been named as a defendant or third-party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years? If so, please include copies of all pleadings.

No ☒ Yes _____ If yes, explain _____

9. Has your company been involved in litigation in which it was a Defendant or Third-Party Defendant in an action involving a breach of contract for failure to perform as contracted or within like manner.

No ☒ Yes _____ If yes, explain _____

10. Has your company, any of its high-level management personnel, or any of its owners been convicted of a federal or state criminal offense, including embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property?

No ☒ Yes _____ If yes, explain _____

11. Has your company, any of its high-level management personnel, or any of its owners been convicted of a criminal offense in connection with obtaining, attempting to obtain, and/or performing any public or private contract?

No ☒ Yes ☐ If yes, explain _____

12. Has your company, its officers, directors, owners and/or managerial employees been convicted or indicted for any crime within the past five years? This includes previous companies in which current principals of your company or subcontractors were affiliated.

No ☒ Yes ☐ If yes, explain _____

13. Has your company had a performance bond canceled or had a claim made on a performance bond over the previous five years?

No ☒ Yes ☐ If yes, explain _____

14. Does your company have a written substance abuse program that includes testing and treatment?

No ☐ Yes ☒ If yes, please provide a description of the same or a copy of the Table of Contents for that program.

Please see attached.

15. Does your company have a written safety and health program that includes, but is not limited to training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures?

No ☐ Yes ☒ If yes, please provide a description or copies of the Table of Contents for written job site safety programs and current workers' compensation E-Mod factor.

Please see attached.

Procedure Directory
Map

>> Return to SNF
Holding Company
Corporate

SAFETY & SECURITY

RICEBORO SAFETY PROCEDURES

RICEBORO SECURITY PROCEDURES

SNFHC ENVIRONMENTAL, HEALTH, SAFETY & SECURITY MANUAL (SAF)

Procedure
Title
Version Date

EHS

Procedure
Title
Version Date

SAF-003
Appropriate Footwear for SNF Employees, Contractors,
and Visitors

4 08/10/18

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SAF-005
SDS Access

7 10/21/24

SAF-006
Procedure for use of Signs and Barricades

3 08/10/18

SAF-012
Hazardous Substance Communication

6 08/10/18

SAF-013
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6 05/17/23

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10 06/30/20

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Scrap Metal Removal Pass

3 05/02/18

SAF-018D
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2 08/20/18

SAF-018E
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1 11/29/11

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Handling After Hours Calls from Customers

3 04/09/15

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1 06/10/24

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9 04/01/24

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1 05/16/18

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Lockout Tagout Operations

11 05/12/23

SAF-031D

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1 04/30/21

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Fixed Fire Suppression System Management

5 10/28/24

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1 08/15/24

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**Identifying, Classifying, & Reporting Related Injuries for
ESG Reporting**

2 10/07/24

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Mobile Rental Equipment Management (Riceboro Site)
3 05/25/23

SAF-037
Excavation & Trenching Compliance Standard
2 09/17/18

SAF-039
Use of Portable Ladder Standard
2 08/29/18

SAF-039A
Ladder Inspection Form
1 09/21/09

SAF-040
Crane & Hoist Safety
2 09/17/18

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Department of Transportation Hazardous Material Compliance Policy
4 03/13/24

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DOT/IATA/IMO Hazardous Material Description List
2 09/19/07

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Notification/Communication for Crisis Management, Transportation and Product Emergencies
24 08/21/23

SAF-072
Safety Critical Bypass Management Practice Standard
3 04/29/21

SAF-072A
Safety Critical Management Practice Booklet
1 05/23/19

SAF-073
Energized Electrical Circuit Testing In New Construction
1 03/01/22

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Formaldehyde Policy

2 09/05/24

SAF-125

Fitness for Duty Program

7 12/04/23

SAF-125A

Quick Screen Drug Testing Form

2 04/26/21

SAF-129

Georgia Combustible Dust Regulation Compliance

1 01/13/20

SAF-130

Heat Stress Prevention Program

1 05/23/22

SAF-164

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2 08/15/24

SAF-301

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8 01/02/19

SAF-302

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SAF-303A

Golf Cart Inspection Checklist

4 02/01/19

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Electrical Equipment Safety & Grounding Conductor Program

5 09/27/18

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SAF-305A

Health Hazard/Respirator Equipment Assessment Form

1 12/06/05

SAF-305B

SCBA Respirator Monthly Inspection Form

1 10/08/18

SAF-305C

Respirator Inspection Checklist

1 10/11/18

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1 10/04/18

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7 06/28/21

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1 10/08/18

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4 04/12/24

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Recommended Methods for The Safe Loading and Unloading of Non-Pressure (General Service) And Pressure Tank Cars

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02/14/25

PRODUCT STEWARDSHIP

Procedure

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Version

Date

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06/14/16

SAF-502

Product Information & Risk Characterization

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SAF-503

Toxic Substance Control Act (TSCA) Compliance Manual

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04/28/17

SAF-503A

TSCA R&D Exemption Letter

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05/31/16

SAF-503B

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SAF-503C

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06/06/16

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6 10/24/24

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3 10/11/18

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2 10/08/18

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1 06/20/07

SAF-506F

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3 10/25/24

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1 07/26/24

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Version

Date

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4 07/28/21

SAF-201A

Hazard Impact Risk Assessment Tool

2 03/23/23

SAF-201C

SNFHC Hazards/Impacts Risk Assessment Worksheet

2 09/21/18

SAF-201D

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3 06/28/24

SAF-202

Legal Requirements and Evaluating Compliance

8 09/21/18

SAF-203

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Warnings/Violations**

2 06/24/20

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3 09/17/18

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10 05/04/22

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12 09/24/20

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5 08/17/09

SAF-210B

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1 08/14/20

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8 08/21/23

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6 08/09/17

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3 09/21/18

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4 04/26/22

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Community Outreach Program

1 02/14/14

SAF-230A

Donation Request Form

1 02/14/14

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[Contact Intranet Team](#)

[Visit US.SNF.COM](#)

 [Return](#)

UPDATED FIT FOR DUTY

SNF

WATER SCIENCE

DECEMBER 4, 2023

SNF Embraces Change: Upgrading Drug & Alcohol Policy to an Inclusive Impairment Program

Safety has always been our top priority, and we are excited to announce a significant step forward in ensuring a secure working environment. We've recently implemented a new Impairment Policy that takes a comprehensive approach to address potential risks related to impaired performance on the job.

What distinguishes our new Impairment Policy is its proactive approach. Unlike our previous approach, which primarily addressed historical substance use, our new policy is designed to identify and respond to a wide range of impairment causes. This includes not only Substance Abuse but also factors such as Fatigue, Mental Distress, Stress or Trauma, Certain Medical Conditions, and Exposure to Extreme Conditions that could hinder workers from safely performing their duties.

We are revolutionizing the way we approach safety by making prevention a top priority. We want to detect potential impairment hazards before they become risks, creating a culture of proactive safety and vigilance within our team.



This policy isn't just a change in procedure; it's a complete reimagining of how we prioritize your safety. Together, we're building a stronger, more resilient workplace where every one of you can thrive with confidence.

Thank you for your hard work, dedication, and commitment to safety. Together, we will make our workplace safer than ever before.

WHAT YOU NEED TO KNOW

INCLUSIVE IMPAIRMENT CONSIDERATIONS

The new program takes a more comprehensive approach by considering various factors that could impair an employee's performance. The old program had limited considerations when it came to impairment. It mainly focused on historical substance use, neglecting other potential impairment factors.

SALIVA TESTING

Saliva testing is introduced as a more effective method to detect current impairment, providing real-time results. Testing for impairment was primarily conducted through urine and hair tests, which were not always effective in detecting current impairment.

INCIDENT TESTING

The updated program is more thoughtful and thorough. It takes into account multiple factors that could potentially affect an employee's ability to perform their job safely. This means that testing is conducted when there is a valid reason to believe that impairment might be a factor, making the process more targeted and efficient. The new program is smarter in deciding when to conduct tests, reducing unnecessary testing. It aims to reduce unnecessary drug testing in situations where impairment is not suspected, such as bug bites and mechanical failures.

RESULTS

Saliva testing measures the presence of substances in the body right at the moment of the test, allowing for a real-time assessment of an individual's impairment status. This measurement is more relevant and precise in determining an individual's ability to perform their duties safely, as it directly reflects their current state, rather than past behavior.

ESSENTIAL 8

Revised to include the "fit for duty" component, reminding workers to be both free from impairment and ready to perform their tasks safely.

WHERE TO GET MORE INFO

TALK TO YOUR SUPERVISOR

Your supervisor has attended an extensive training program on the Impairment Policy. They should be able to provide you with detailed information, answer any questions you have, and clarify any concerns.

SAFETY RESOURCE

Reach out to a team member from the safety department. They are familiar with the policy and its implementation, and they can provide guidance and information related to safety protocols and procedures.

HUMAN RESOURCE REPS

The HR department is a valuable resource for information, they can provide you with details about the Impairment Policy and its implications for employees.

SNF INTRANET

You can access the Impairment Policy SAF-125 directly on the SNF intranet. It's a convenient way to review the policy at your own pace and access any related documents or resources.

WHAT IS FITNESS FOR DUTY?

A person's physical, mental, and emotional ability to perform their job tasks.



SNF Holding Company
Drug, Alcohol, & Weapons Policy
September 1, 2009
Revised October 28, 2010

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PURPOSE

Our business involves provision of engineering, procurement, project management, sale and supply of chemical manufactured products. Therefore, the safety of our employees and facilities, as well as the safety of the general public and our ability to fulfill our obligations under the Drug-Free Work Place Act of 1988, are of paramount concern.

While the Company has no intention of intruding into the private lives of its employees, the Company does expect employees to report for work in a condition to do their duties. The Company recognizes that employees' off-the-job, as well as on-the-job, involvement with drugs, alcohol and/or weapons can have an impact on the workplace and on our ability to accomplish our goal of a drug, alcohol, and weapons-free work environment.

Substance abuse, while at work or otherwise, seriously endangers the safety of our employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided.

The purpose of this policy is to communicate our position on drugs, alcohol, and weapons in the workplace and provide guidance for the implementation of related programs.

SCOPE

All employees working for SNF Holding Company directly or through the service of an outside firm are covered by this policy and as a condition of their employment, are required to abide by the terms of this policy. Refusal by an employee to submit to a search or testing procedure constitutes grounds for termination.

Because of state or federal laws and regulations, certain employees may be subject to additional requirements.

POLICY

The illegal use, sale or possession of narcotics, drugs, alcohol or controlled substances while on the job or on Company property is prohibited and is a dischargeable offense. Any illegal substance will be turned over to the appropriate law enforcement agency and may result in criminal prosecution.

Possession of weapons including, but not limited to firearms, stun guns, and knives, presents the possibility of danger in the workplace and therefore is in violation of our safety policy. The possession of such articles is grounds for disciplinary action up to and including termination of employment.

Off-the-job illegal drug use which could adversely affect an employee's job performance or which could jeopardize the safety of others, the public, or Company equipment, is grounds for disciplinary action up to and including termination of employment.

Employees who are arrested for off-the-job drug activity may be considered to be in violation of this policy. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, and the employee's record with the Company and other factors relating to the impact and circumstances of the employee's arrest.

DEFINITIONS

Under the Influence

For the purpose of this policy, being under the influence means that the employee is affected by a drug or alcohol or the combination of a drug and alcohol at any detection levels listed later in this policy. The symptoms of influence are not confined to those consistent with misbehavior, nor obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance.

Illegal drug

Illegal drug means any drug (a) not legally obtainable or (b) legally obtainable but not legally obtained or used. Therefore, the term includes prescription drugs obtained illegally and prescription drugs not being used for prescribed purposes. It also includes marijuana, cocaine, heroin and derivatives of those drugs, among other illegal drugs.

Legal drug

Legal drug includes prescribed and over-the-counter drugs legally obtained and being used for the purpose for which they were prescribed and/or manufactured.

Premises/Property

Premises/Property include all buildings, vehicles, and other facilities used by the Company to conduct its operations plus all work sites to which employees are assigned in the course of the performance of their duties for the Company.

Reasonable Suspicion

For all purposes under this policy, reasonable suspicion shall be defined as a belief based on observed, specific, objective facts that the person is under the influence of drugs or alcohol.

- Observations while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- A report of drug use, provided by a reliable and credible source, which has been independently corroborated.

- Evidence that an employee has used, possessed, sold, solicited, or distributed drugs while working or while on SNF Holding Company's premises or while operating the Company's vehicle, machinery, or equipment.

Criminal Drug Statute

For the purpose of the Policy, criminal drug statute means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, possessing or use of any controlled substance.

Controlled Substance

For the purpose of the Policy, controlled substance means a controlled substance in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in regulation 21 CFR 1308.11-1308.15.

Conviction

For the purpose of the Policy, conviction means a finding of guilt (including a plea of nolocontendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or respective state criminal drug statutes.

ALCOHOL USE PROHIBITIONS

The consumption of alcohol on SNF Holding Company's property or while on duty is prohibited and will result in discharge. The personal possession (i.e., on the person, or in a desk, or locker) of alcohol on SNF Holding Company's property or while on duty is grounds for discharge.

It is against SNF Holding Company's policy to report to work or to work under the influence of alcohol. Violation of this policy is grounds for disciplinary action, up to and including discharge.

For the purpose of this policy, an employee is presumed to be under the influence of alcohol if a blood test, breathalyzer test or other scientifically acceptable testing procedure shows a confirmed detection level of alcohol usage.

An employee who is perceived to be under the influence of alcohol will be immediately removed from the workplace and will be required to submit to a blood test, breathalyzer test or other scientifically acceptable testing procedure.

Refusal to submit to or efforts to tamper with an alcohol test will result in discharge.

Employees arrested for an alcohol-related incident must immediately notify their supervisor and/or a representative of the Human Resources Department of the arrest if the incident occurs:

- During scheduled working hours.
- While operating a SNF Holding Company vehicle on Company or personal business.

Failure to notify the appropriate SNF Holding Company officials will result in disciplinary action, up to and including discharge.

DRUG USE PROHIBITIONS

The use, sale, purchase, possession, manufacture, or distribution of drugs on Company property or during working hours is prohibited and will result in discharge. Drugs are defined as any of the substances listed under the Substance Detection Levels list. The Company reserves the right to conduct a periodic review of the list and to add additional drugs to the list, with or without notice.

It is against SNF Holding Company's policy to report to work or work under the influence of drugs. Employees who violate this policy will result in disciplinary action, up to and including discharge.

Prescription drugs may also affect the safety of the employee or fellow employee(s) or members of the public. Therefore, employees taking prescription drugs which might impair safety, performance, or any motor functions must advise the SNF Medical Department or their supervisor before reporting to work under such medication. If the Medical Director or his/her designee of SNF Holding Company determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job, the Company may temporarily reassign the employee or grant a leave of absence during the period of treatment.

Improper use of prescription drugs or failure to report the use of prescription drugs may result in disciplinary action, up to and including discharge. Prescription medication taken during working hours or on SNF Holding Company property must be in the original container or the container must be produced upon request.

For the purpose of this policy, an employee is presumed to be under the influence of drugs if a urine test or other scientifically accepted testing procedure shows a confirmed positive proof of drug usage. NIDA cut-off levels will be adhered to. Positive drug screens will be determined by the Medical Review Officer (MRO).

Refusal to submit to or efforts to tamper with a drug test will result in discharge.

Employees arrested for a drug-related incident must immediately notify their supervisor and/or a representative of the Human Resources Department of the arrest if the incident occurs:

- During scheduled working hours.
- While operating a SNF Holding Company vehicle on Company or personal business.

Failure to notify the appropriate SNF Holding Company officials will result in disciplinary action, up to and including discharge.

TESTING (DRUGS INCLUDING ALCOHOL)

Testing of Applicants

All applicants considered final candidates for a position will be tested for the presence of illegal drugs as a part of the application process. All employment offer letters are to contain a statement that employment is conditional upon passing a drug test.

Any job applicant who refuses to submit to drug testing, refuses to sign the consent form, fails to appear for testing, tampers with the sample, or fails to pass the pre-employment drug test will be ineligible for hire.

Reasonable Suspicion Testing

Employees must submit to a drug test if reasonable suspicion exists indicating that their ability to perform work safely or effectively may be impaired.

If a supervisor believes reasonable suspicion exists, the supervisor should document his or her information and observations to a Safety Department or Human Resources Department representative on the Reasonable Suspicion Report. Upon approval by a Safety or Human Resources Department representative, the employee will be required to submit to a drug test. The employee will be informed of his/her option to have Union representation.

Incident or Mishap

When there is any mishap or incident involving an employee in which injury to persons or damage to property has occurred, a drug test may be required.

Random/Periodic Testing

Employees will be required to submit to drug testing on a random/periodic basis.

Selection of employees for periodic testing will be conducted through the use of a neutral selection process.

Approximately fifty percent (50%) of all employees will be tested within a twelve month period. An employee, due to the periodic selection process, may be tested more than once during the testing period. Periodic tests do not replace other required tests.

Employees may also be required to submit to periodic testing to meet client requirements.

Random testing will be conducted consistent with applicable law.

Long Term Absences

A drug test will be required of all employees reporting back to work for any absence of six months or more.

TEST RESULTS

SNF Holding Company will not discharge, discipline, refuse-to-hire, or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation (GCMS) test.

REHIRE

An employee who is discharged for distribution or possession of drugs in violation of this policy will not be eligible for rehire. Employees discharged for positive results on pre-employment, reasonable suspicion, incident or mishap, or random periodic are not eligible for rehire.

EMPLOYEE ASSISTANCE PROGRAM

SNF Holding Company regards its employees as its most important asset. Accordingly, SNF Holding Company provides help to employees who suffer from alcohol or drug abuse. Employees with such problems should seek assistance from the EAP before drug or alcohol problems are identified by the Company and/or lead to disciplinary action. The EAP toll-free telephone number is 800-634-6433 (24 hours a day).

A self-referral to the EAP or to a treatment facility for drugs or alcohol problems is confidential. The employee must sign a release of information to comply with SNF Holding's Substance Abuse Policy. All personal information is kept confidential.

Use of the EAP or other community resources will not shield the employee from appropriate disciplinary action for violation of SNF Holding Company's Substance Abuse Policy or other rules, regulations or policies.

Employees seeking assistance in order to continue their employment with SNF Holding Company must:

- Contact the EAP and strictly adhere to all the terms of treatment and counseling prescribed by the EAP Treatment Facility;
- Immediately cease any and all use of alcohol and/or drugs; and
- Consent in writing to periodic unannounced testing for a period of one (1) year. The start of the testing period will be determined by the type of rehabilitation program (in-patient or out-patient).

In keeping with SNF Holding Company's need for safety and security an employee must have a negative test on file prior to returning to an active work status.

INVESTIGATION

To ensure that illegal drugs, weapons, and alcohol do not enter or affect the workplace, SNF Holding Company reserves the right to search all persons, vehicles, containers, lockers, bags, or other items on Company property in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon Company request. Any substance

suspected of being an illegal drug will be confiscated and tested to determine its content. Any actions taken will be consistent with applicable law.

No employee has the right to interfere with or object to such searches of Company property based on expectations of privacy or otherwise. Failure to consent to a search or display personal property for visual inspection will result in discharge.

ARREST OR CONVICTION FOR DRUG-RELATED CRIME (INCLUDING ALCOHOL)

If an employee is arrested for or convicted of a drug-related crime, SNF Holding Company will investigate the circumstances and may utilize the drug-testing procedure if cause is established by the investigation. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:

- During investigation, an employee may be placed on leave without pay.
- After the investigation is completed, the leave may be converted to a discharge or the employee may be reinstated depending upon the facts and circumstances.
- A felony conviction of a drug-related crime will result in discharge.
- Conviction includes whenever a no contest plea is entered or an employee pleads guilty.

As a condition of employment, an employee must notify SNF Holding Company's Human Resources Department of any criminal drug statute conviction. The employee must give notice to SNF Holding Company within five (5) days of such conviction. Failure to properly notify the Company will result in discharge.

CONFIDENTIALITY

All information, interviews, reports, statement/memoranda and drug test results, written or otherwise, received by SNF Holding Company as a part of this drug testing program are confidential communications. Without written authorization, SNF Holding Company will not release such information.

FEDERAL AND STATE DEPARTMENTS OF TRANSPORTATION

Nothing in this Substance Abuse Policy shall be presumed to override, amend, or change any requirements of any state and/or Federal law relating to operators of commercial motor vehicles. In the event any of the provisions of this program conflict with applicable commercial motor vehicle laws and regulations, such laws and regulations will be deemed to control.

This policy supersedes any information provided to applicants and/or employees, either written or oral. SNF Holding Company reserves the right to change the provisions of this policy and testing program. Prior to implementation of any changes, appropriate bargaining unit representatives will be notified.

ACKNOWLEDGEMENT

All personnel will be required to sign a statement acknowledging their understanding of and compliance with Company policy.

RIGHT TO AMEND

The Company reserves the right to amend any or all of this drug, alcohol, and weapons Policy or to terminate it in its entirety should either action be deemed necessary.

Employment Candidate Consent to Alcohol and Drug Screening

On this day, a copy of the SNF Holding Company Drug, Alcohol and Weapons Policy was made available to me. Consistent with that policy, I have been requested by the Company to submit to a screening test for illegal drugs, illegally used legal drugs and/or alcohol which includes the collection of urine and/or alcohol swabs and other necessary medical tests to determine the presence or use of alcohol, drugs or controlled substances. I also understand that in the event I become a SNF Holding Company employee, I may be subject to future testing in accordance with the Drug, Alcohol and Weapons Policy.

I hereby voluntarily consent to provide the Company with samples of urine, and/or alcohol swabs for such purpose at laboratories designated by SNF Holding Company. I consent to having specimens tested at the selected laboratories. Further, I certify that the specimen collected from me will be mine and will not be adulterated or altered in any manner.

The tests will be used to detect the presence of the foreign substances, in addition to other substances for which SNF Holding Company may be required to test for under Federal or State law or contractual agreement.

I understand that all screening tests for drugs will be subject to careful testing procedures with mandatory confirmation of any preliminary positive tests. I further understand that if my test indicates a confirmed positive for illegal drugs, I will not be considered for employment, or in the event I am an employee at the time of the test I may be subject to discipline including termination, in accordance with the Drug, Alcohol and Weapons Policy. I will be given reasonable opportunity to explain confirmed positive test for substances other than illegal drugs. If I provide an unacceptable explanation I will be denied employment.

I understand that I may request a copy of any tests taken, as part of the screening process.

I understand the results of these tests and other relevant medical information may be used for employment decisions. I hereby authorize the designated laboratory to release results to SNF Holding Company Director Human Resources or Safety Director. I further agree to hold SNF Holding Company, its agents, officers and employees harmless from, and waive all claims existing and future for any, and all liability (including negligence) arising in connection with the testing for drugs and/or alcohol.

Date: _____ (to be signed immediately prior to hire)
AGREED TO: _____ WITNESS: _____
REFUSED: _____ WITNESS: _____
REASONS FOR REFUSAL: _____

Substance (Drug and Alcohol) Detection Levels

Substance Abuse Panel	Initial Test Level	GC/MS Confirm Test Level
AMPHETAMINES	1000 ng/mL	500 ng/mL
BARBITURATES	300 ng/mL	200 ng/mL
BENZODIAZEPINES	300 ng/mL	200 ng/mL
COCAINE METABOLITES	300 ng/mL	150 ng/mL
MARIJUANA METABOLITES	50 ng/mL	15 ng/mL
OPIATES	2000 ng/mL	2000 ng/mL
PHENCYCLIDINE	25 ng/mL	25 ng/mL
PROPOXYPHENE	300 ng/mL	200 ng/mL
METHAQUALONE	300 ng/mL	200 ng/mL
	Blood	Breath
ALCOHOL	.08% grams/deciliter	.08% breath alcohol content

Reasonable Suspicion Report

Employee Name: _____ Employee #: _____
Department: _____ Work Location: _____
Supervisor: _____ Date Behavior Observed: _____

Behaviors Observed:

- ☐ Direct Observation of Drug/Alcohol Use
- ☐ Physical Symptoms or Manifestations of Being Under the Influence of a Drug
- ☐ Abnormal Conduct
- ☐ Erratic Behavior
- ☐ Significant Deterioration in Work Performance
- ☐ Report of Drug Use by Credible and Reliable Source-Independently Corroborated
- ☐ Evidence That Employee Has Used, Possessed, Sold, Solicited, Or Distributed Drugs.
- ☐ Other _____

Details of behaviors listed above:

(Please include date(s), time(s), and location(s))

Date Drug Test Requested: _____ Type of Tests: ☐ Alcohol ☐ Drug

Supervisor Signature: _____ Date: _____

Authorized By: _____ Date: _____
(Name of Safety/HR Representative)

Drug Testing Procedures

The collection of a urine specimen will be conducted via procedures that show consideration for the privacy of the donor and protect the integrity of the specimen consistent with applicable law. The following applies to specimen collection:

Pre-Test Preparations

- Photo identification (e.g., driver's license, photo identification, employee badge) **MUST** be presented to the collector.
- If you bring items into the collection site that may appear to have been brought with the intent to tamper with your specimen, the collector **MUST** perform a direct observation collection.
- If you are requested to submit to a **Post Incident/For Cause** or **Reasonable Suspicion** drug test, your specimen will be obtained via direct observation collection.
- During a Direct Observation Collection the collector working with you will be of the **same gender** as yourself, and during a Monitored Collection the collector will be the same gender as yourself or a licensed medical professional. If either an Observed or Monitored Collection is obtained, this will be disclosed to the designated employer representative.
- If at any time during the collection process, you refuse to follow the collection procedures, this may result in a "Refusal to Test". When such an instance occurs, the collector will inform you of the consequences of a refusal.

Testing Procedure

- You will be asked to remove any unnecessary outer garments such as coat, jacket, hardhat, head coverings; empty the contents of your pockets; and turn your pants pockets inside-out prior to performing the collection. All personal belongings will remain outside the stall with the outer garments. **You may retain your wallet.**
- You will be instructed to wash and dry your hands prior to providing a specimen.
- You will witness the unsealing of the collection container.
- Your specimen will be provided in the privacy of a stall or otherwise partitioned area that allows for privacy, unless otherwise indicated.
- If after inspection of the specimen the collector has reason to believe that you may have altered or substituted the specimen, (temperature out of range, excessive foaming, etc.) the collector must collect a second sample under the direct observation collection method.
- The temperature of your specimen must be taken within four minutes after voiding. Please provide the specimen to the collector as soon as possible so that an accurate temperature can be attained.
- Once you provide the specimen to the collector, keep the specimen in full view at all times until the procedure is completed.

- The collector will read the preliminary results of the specimen within 5 minutes. The collector will record the results and you will be asked to sign the form and date it. The collector will also sign and date the form.

Post-Testing Procedures (Negative Results)

- If the specimen is negative, the collector will release you from the test site and the results will be disclosed **only** to the designated employer representative.

Post-Testing Procedures (Non-Negative Results)

- You will be shown the non-negative results.
- The collector will prepare paperwork to send the specimen to the laboratory for confirmation.
- You will be asked to verify that the number on the identification label seal matches the number on the paperwork.
- You will be asked to initial the identification label on the specimen bottle, and sign a certification statement for the purpose of certifying that the specimen was provided by you. You will also be asked to provide your day and night phone numbers and date of birth.
- The collector will separate the paperwork and give you the donor copy. The laboratory copy and the sealed specimen will be prepared for shipment.
- The Designated Employee Representative (DER) will be notified as soon as possible and you will be suspended from work until the outside laboratory has completed their analysis and communicated results to the Medical Review Officer (MRO).
- Your specimen will be tested for THC (Marijuana), Cocaine, Amphetamines, Methamphetamines, Opiates, Benzodiazepines, Phencyclidine (PCP), and Barbiturates.
- If after laboratory analysis, the specimen is found to contain any drugs of abuse, the results will be disclosed only to the Medical Review Officer (MRO). Prior to making a final decision to verify a positive test result, the MRO shall give you an opportunity to discuss the test result and submit medical documentation of legally prescribed medication to account for the positive result.
- If the MRO reports the results as negative, you will be contacted to return to work for your next scheduled shift. You will be paid for the shifts that you were scheduled to work but were unable to report to pending final test results. ***If you do not return for your next scheduled shift following the communication of negative results, you will not be paid for the time that was missed.***
- If the MRO reports the results as positive, you will not be paid for the time that was missed pending your final results.
- A positive drug screen will be handled per the current SNF Holding Company Substance Abuse Policy.

If you have any concerns or questions about the collection process, you should immediately bring them to the attention of your supervisor or the designated employer representative.

16. Please list all job site citations received within the past five years from OSHA, KYOSH, DOT and/or EPA.

17. Polydne Inc. has not received any job site citations in the past 5 years.
Please state whether the bidder or any officer, director, or management employees has been debarred or suspended by any federal, state or local government agency within the last five years.

18. Please list your bank credit reference:
Katherine B. Lockwood (980) 386-1984
Bank of America

19. Will you, upon request, supply a detailed financial statement and furnish any other financial information that may be required by the City of Ashland?

Yes ☒ No ☐

20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the City of Ashland in verification of the statements made comprising this State of Bidder's Qualifications.

Dated on this 17th day of March, 2025

Polydne Inc.
NAME OF BIDDER
Boyd Stanley
BY
Sr. Vice-President
TITLE

State of GEORGIA

County of LIBERTY

Boyd Stanley, being duly sworn, deposes and
says that ~~he~~ she is Sr. Vice-President of
answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed, sworn to and acknowledged before me this 17th day of March
2025.



Rebecca Beasley
NOTARY OF PUBLIC

My Commission Expires
December 17, 2026

My commissioner expires: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF GEORGIA COUNTY OF LIBERTY

Boyd Stanley, being first duly sworn, deposes and says that:

(1) ~~He~~ or She is Sr. Vice-President
(OWNER, PARTNER, REPRESENTATIVE OR AGENT)
of Polydyne Inc., the bidder
that has submitted the attached bid;

(2) He or She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents or representatives, employees or parties in interest, including the affinity has in any way colluded, conspired, connived or agree, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Ashland or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties, including this affiant.

SIGNED Boyd Stanley

TITLE Sr. Vice-President

Subscribed and sworn to before me this 17th day of March, of this year 2025.

Rebecca Beasley Notary Public
(NAME) (TITLE)

My Commission Expires
December 17, 2026

MY COMMISSION EXPIRES: _____



**STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION
REGULATIONS**

The undersigned, as bidder, certifies that he/she and his/her company will not discriminate against any person regarding age, sex, race, religion, national origin, or creed, in accordance with the President's Executive Order Numbers 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods or services called for in these Bid Documents.

The bidder also certifies that they do not and will not maintain or provide for their employees any facilities that are segregated and that they will make positive effort to use small and minority owned businesses in the performance of this contract.

COMPANY NAME Polydyne Inc.

SIGNED Boyd Stanley

TITLE Sr. Vice-President

DATE 3/17/25

RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

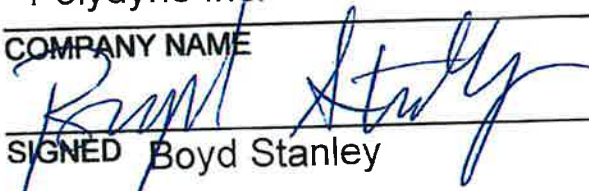
The Contractor shall indemnify and save harmless the City, the Engineer and sub consultants and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on construction or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for the City's protection.

In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

Polydyne Inc.

COMPANY NAME



SIGNED Boyd Stanley

Sr. Vice-President

TITLE

3/17/25

DATE

APPLICATION FOR BUSINESS PRIVILEGE AND OCCUPATIONAL LICENSE FEE

Please answer **ALL** questions fully.

1. Business or Individual Name: _____

2. Will you have a Physical Location Within Ashland City Limits? Yes _____ No _____

3. Business Location (Within City Limits): _____

4. Business Location (Physical Address): _____

5. Business Mailing Address: _____

6. Telephone Numbers (include area code): Business: _____ Fax: _____

7. E-mail address: _____

8. Ownership: _____ Sole Proprietor _____ Partnership _____ Limited Liability
_____ Corporation _____ S. Corporation _____ Other

9. Name and home address of owner(s), partners, or if a corporation, list Officers and Titles (attach additional pages if necessary):

10. Federal Tax I.D. #: _____ and / or Social Security Number: _____

11. Nature or description of business: _____

12. Do you have subcontractors or any other contract labor? _____ If yes, please attach a detailed listing.

13. Date business started in Ashland: _____ Number of employees working in Ashland: _____

14. Accounting period per Federal Return: _____ Calendar Year _____ Fiscal Year (Month and Date)

15. Contact Information:

Business License & Net Profit Contact

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Payroll Tax Contact (If Applicable)

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

CONTINUE ON REVERSE SIDE

New License fees shall be prorated as follows for the first year of business only:

Application Month	Fee
January, February, March	\$100.00
April, May, June	\$75.00
July, August, September	\$50.00
October, November, December	\$25.00
Other Fees	
Late Filing Fee	\$50.00
Additional Location Fee	\$10.00

All information contained on this application is necessary for our records and will be held in strict confidence.

Issuance of this City of Ashland Business Privilege License provides a license to conduct business within the City Limits of Ashland only and does not constitute an approval of any location selected for your business. A copy of this application will be provided to the City's Code Enforcement Office, Zoning Office and Fire Inspectors. A Fire Inspector will be in contact with the applicant; however, it shall be the responsibility of the Applicant, upon selection of a physical location for this business, to contact the Fire Inspectors for a premise inspection to ensure the location meets the established codes for public buildings. Any necessary changes or updates needed to meet applicable code shall be completed in a timely manner as determined by the Fire Inspector. Failure to comply with required inspections and obtain necessary permits may result in additional fines and possible closure until such zoning and safety issues are resolved.

I hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief and I agree to the terms set forth above for a physical location in the City of Ashland.

Authorized Signature: _____ Title: _____ Date: _____

Amount of payment enclosed: \$ _____ Check #: _____

IF PAYING BY CREDIT CARD, COMPLETE BELOW.			
☐	☐	☐	☐
			
CREDIT CARD NUMBER		AMOUNT	SEC CODE
EXP DATE		PRINTED NAME	
SIGNATURE		ZIP CODE	

FOR INTERNAL USE ONLY

Account Number: _____ Assigned By: _____ Date: _____

Zoning / Code Enforcement Approval: _____ Date: _____

Police Chief Approval: _____ Date: _____

Fire Approval: _____ Date: _____

Rev. 1/14/2022



CITY OF ASHLAND
BUSINESS LICENSE

NUMBER

003282
FEE PAID

BUSINESS LICENSE ID

EFFECTIVE

\$100.00
EXPIRES

BL-2025-12

01/01/2025

12/31/2025

LICENSEE:

Polydyne, Inc.
1 Chemical Plant Road
Riceboro, GA 31323

Michelle D. Laine
AUTHORIZED SIGNATURE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2025

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

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

PRODUCER EPIC Insurance Brokers & Consultants 1140 Avenue of the Americas - 8 th Floor New York, NY 10036	CONTACT NAME: Andrea Kim	
	PHONE (A/C, No, Ext): 212.293-6203	FAX (A/C, No): 212.488.0220
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323	E-MAIL: andrea.kim@epicbrokers.com	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY	
	INSURER B: HARTFORD FIRE INSURANCE COMPANY	
	INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY	
INSURER D:		
INSURER E:		
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	Y		IEPICB5ZFB005	12/31/2024	12/31/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y		10ABR30602	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			IEELCASB5ZFD005	12/31/2024	12/31/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10WNR30600	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	☒ POLLUTION LIABILITY	Y		IEPICB5ZFB005	12/31/2024	12/31/2025	LIMIT: \$1,000,000 DEDUCTIBLE: \$250,000

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

EVIDENCE OF INSURANCE
RE: Purchase Of Bulk Chemicals, Department Of Engineering and Utilities, Division Of Water Production and Division Of Wastewater Treatment

30 DAY CANCELLATION CLAUSE INCLUDED

EXCESS LIABILITY POLICY PROVIDES ADDITIONAL EXCESS LIMITS OVER THE PRIMARY \$1M POLLUTION LIABILITY POLICY.

CERTIFICATE HOLDER**CANCELLATION**

City of Ashland
1700 Greenup Avenue
3rd Floor- City Bldg.
Ashland, KY 41105

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

Andrea Kim

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The ACORD name and logo are registered marks of ACORD

ACORD 25 (2014/01)

POLYDYNE INC

CERTIFICATE OF RESOLUTIONS

I, Christopher J. Gannon, Secretary of Polydyne Inc., a Delaware corporation (the "Company"), do hereby certify that at a duly called meeting of the Board of Directors of the Company, held on January 8, 2020, the Board of Directors unanimously approved the following Resolutions:

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

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

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

RESOLVED, that the authorizations granted under these Resolutions shall continue in full force and effect until successors to the foregoing representatives of the Corporation shall have been duly appointed or until the death, resignation or removal of each such representative.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Resolutions with effect this 8th day of January 2020.



Christopher J. Gannon, Secretary



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



Mark Schlag
Vice President Finance, Assistant-Secretary & Treasurer
Date: 3/17/25

**Polydyne Inc.
General Information**

Federal Identification No.	34-1810283
State of Incorporation:	Delaware
Date of Incorporation:	August 21, 1995
Administrative Offices:	P.O. Box 279, 1 Chemical Plant Road Riceboro, GA 31323
Payment Address:	P.O. Box 404642 Atlanta, GA 30384-4642

Board of Directors

John Pittman

Officers

President	John Pittman
Secretary	Christopher Gannon
VP-Finance, CFO, Treasurer & Assistant Secretary	Mark Schlag
Senior Vice President	Boyd Stanley
Vice President	Ken Luke

***Authorized Signers-Non Officers**

Bobby Wise	Controller
-------------------	-------------------

Ownership Disclosure

Corporation	Percent Ownership	Owner
Polydyne Inc.	100	SNF Holding Company
SNF Holding Company	100	SPCM SA
SPCM SA	100	Mr. René PICH holds and/or controls 100% of the shares of SPCM SA, a company duly organized and existing under the laws of France, whose registered office is in ZAC de Milieux, Andrézieux, (42163), FRANCE, registered under the number 312 327 737 in the Commercial Registry of the town of Saint-Etienne (42000), FRANCE.

Rev. 11/2022



MANAGEMENT SYSTEM CERTIFICATE

Certificate no.:
CERT-02248-2006-AQ-HOU-ANAB

Initial certification date:
22 April, 1996

Valid:
20 December, 2023 – 16 December, 2026
Expiry date of last certification cycle:
16 December, 2023
Date of last re-certification:
03 November, 2023

This is to certify that the management system of

SNF Holding Company

1 Chemical Plant Road, Riceboro, GA, 31323-3253, USA

and the sites as mentioned in the appendix accompanying this certificate

has been found to conform to the Quality Management System standard:

ISO 9001:2015

This certificate is valid for the following scope:

Design, Production and Sale of Polyacrylamide and Related Polymers and Monomers

Place and date:
Katy, TX, 20 December, 2023



For the issuing office:
DNV - Business Assurance
1400 Ravello Drive, Katy, TX, 77449-5164, USA

Sherif Mekawy
Management Representative

Lack of fulfillment of conditions as set out in the Certification Agreement may render this Certificate Invalid.
ACCREDITED UNIT: DNV Business Assurance USA Inc., 1400 Ravello Drive, Katy, TX, 77449, USA - TEL: +1 281-396-1000. www.dnv.com



Certificate no.: CERT-02248-2006-AQ-HOU-ANAB
Place and date: Katy, TX, 20 December, 2023

Appendix to Certificate

SNF Holding Company

Locations included in the certification are as follows:

Site Name	Site Address	Site Scope
SNF Holding Company	1 Chemical Plant Road, Riceboro, GA, 31323-3253, USA	Design, Production and Sale of Polyacrylamide and Related Polymers and Monomers
Chemtall Inc	One Chemical Plant Road, Riceboro, GA, 31323, USA	Site Management, order scheduling, receiving, operations, QC lab, packaging, storage, shipping for all locations
SNF Flocryl LLC	3 Chemical Plant Road, Riceboro, GA, 31323, USA	Site Management, receiving, operations, QC lab, packaging, storage
SNF Flopam - Plaquemine	26790 Hwy 405, Plaquemine, LA, 70764, USA	Site Management, order scheduling, receiving, limited R&D, operations, QC lab, packaging, storage
SNF Polychemie dba SNF Holding	Port Bienville Ind Park, Road D, Pearlinton, MS, 39572, USA	Site Management, order scheduling, receiving, operations, QC lab, limited R&D activities, packaging, storage
SNF Polydyne Manufacturing	13931 S Indiana Avenue, Dolton, IL, 60419, USA	Site Management, order scheduling, receiving, operations, QC lab, packaging, storage
SNF Polydyne Manufacturing	10 Stauffer Industrial Way, Taylor, PA, 18517, USA	Site Management, receiving, operations, QC lab, packaging, storage
Chemtall Inc, DbA (SNF Holding)	11201 McCorkle Avenue, Marmet, WV, 25315, USA	Blending and distribution of polymer products including those for the coal mining industry
SNF Polydyne Manufacturing	38070 Van Born Road, Wayne, MI, 48148, USA	Site Management, order scheduling, receiving, operations, QC lab, packaging, storage
SNF Polydyne Manufacturing	4690 Worth Street, Los Angeles, CA, 90063, USA	Site Management, order scheduling, receiving, operations, QC lab, packaging, storage
SNF Holding Company	100 South Faudree Road, Odessa, TX, 79765, USA	Transload distribution of polymer products for the oil & gas industry
SNF Holding Company	8322 Quintana Road, San Antonio, TX, 78211, USA	Transload distribution of polymer products for the oil & gas industry

Lack of fulfillment of conditions as set out in the Certification Agreement may render this Certificate invalid.

ACCREDITED UNIT: DNV Business Assurance USA Inc., 1400 Ravello Drive, Katy, TX, 77449, USA - TEL: +1 281-396-1000. www.dnv.com



WATER SCIENCE

Management Systems Policy

Environmental, Health, Safety, Security and Quality

The vision of SNF is to be the world's largest manufacturer of water-soluble polymers. We strive to provide our customers with the most reliable source and broadest range of products and related services while maintaining the quality needed to meet their goals. SNF is committed through visible leadership and involvement of stakeholders to continually improve and conduct its business responsibly by the Guiding Principles of Responsible Care and the International Standards Organization. We operate in a manner designed to protect the health and safety of our employees, contractors, customers, and the public, and to protect the environment and the communities where we operate.

SNF is committed to implementing and maintaining business management systems, including principles of Good Manufacturing Practice (GMP) where applicable, that support this vision and enhance customer satisfaction. SNF is committed to the implementation of systems and functional processes that ensure SNF:

- Operates its plants and facilities in a manner that protects the environment and the health and safety of our employees, contractors, and the public, and empowers workers to stop work for review of tasks that may not protect the environment or health and safety.
- Complies with all applicable Environmental, Health, Safety & Security government regulations and other requirements to which SNF subscribes, including the requirements of our customers.
- Engages actively in open dialogue with stakeholders (officials, employees, contractors, customers, and the public) regarding environmental, health, safety, security, and quality concerns; hazards of our products, chemicals, and operations; and recommendations for protective measures and communication of this policy to all stakeholders.
- Develops and produces products that can be manufactured, transported, used, recycled/reused, and disposed of through safe, environmentally sustainable, and responsible methods that ensure long-term relationships with all business partners.
- Prioritizes Environmental, Health, Safety, Security, and Quality considerations in planning, setting, and reviewing significant objectives and targets for existing and new products, processes, and services. Regular reviews of our policy, goals, and objectives are part of our continual improvement efforts. Objectives shall be measurable, achievable, and support the vision of SNF.
- Informs and counsels customers and employees on our products' safe use, transportation, recycle/reuse, and disposal; trains our employees to fully understand their duties and responsibilities.
- Participates proactively with government, industry, and others to create responsible laws, regulations, and standards to safeguard the community, workplace, and environment.



President: _____

Date: _____

7/2/24



RESPONSIBLE CARE
Driving Safety & Sustainability

GOP-0011R
Revision: 01



MANAGEMENT SYSTEM CERTIFICATE

Certificate no.:
10000427768-MSC-ANAB-CAN

Valid:
22 April, 2022 –

This is to certify that the management system of
SNF Holding Company
One Chemical Plant Road, Riceboro, GA, 31323, USA

has been found to conform to the Management System standard:
**AMERICAN CHEMISTRY COUNCIL
RESPONSIBLE CARE MANAGEMENT SYSTEM® (RCMS®)
TECHNICAL SPECIFICATION (RC101.06)**

This certificate is valid for the following scope:
Administrative and support services for manufacturing water soluble polymers.

Place and date:
Katy, TX, 22 April, 2022



For the issuing office:
DNV - Business Assurance
1400 Ravello Drive, Katy, TX, 77449-5164, USA

Sherif Mekkawy
Management Representative

Lack of fulfilment of conditions as set out in the Certification Agreement may render this Certificate invalid.
ACCREDITED UNIT: DNV Business Assurance USA Inc., 1400 Ravello Drive, Katy, TX, 77449, USA - TEL: +1 281-396-1000, www.dnv.com

STATEMENT OF CONFORMITY

Certificate no.:
10000394947-MSC-ANAB-USA

Date of Issue:
12 March 2021

This is to certify that the management system of

Chemtall Inc., dba SNF Holding Company

1 Chemical Plant Road, Riceboro, GA, 31323-3253, USA

has been found to conform to the Management System standard:

**American Chemistry Council's
Responsible Care Management System®
(RCMS®) Technical Specification (RC101.06)**

This certificate is valid for the following scope:

The manufacture of water-soluble water treatment chemicals

Place and date:
Katy, TX, 12 March, 2021

For the issuing office:
DNV - Business Assurance
1400 Ravello Drive, Katy, TX, 77449-5164, USA



Sherif Mekkawy
Management Representative

Lack of fulfilment of conditions as set out in the Certification Agreement may render this Certificate invalid.

ACCREDITED UNIT: DNV Business Assurance USA Inc., 1400 Ravello Drive, Katy, TX, 77449, USA - TEL: +1 281-396-1000. www.dnvgcert.com



EPIC Insurance Brokers & Consultants
1140 Avenue of the Americas
New York, NY 10036
212-293-6203
Andrea.Kim@epicbrokers.com

February 12, 2025

SNF Holding Co.
Attn: Christopher Gannon
One Chemical Plant Road
Riceboro, GA 31323

**RE: Workers' Compensation
Historical Interstate Experience Modification
NCCI Risk ID: 917538433**

Dear Mr. Gannon,

The following WC Experience Rating Modification factors were issued for SNF Holding Co, by the National Council on Compensation Insurance (NCCI) for the rating effective dates indicated:

<u>Rating Effective Date</u>	<u>ERM Factor</u>
12/31/2024	1.00
12/31/2023	0.91
12/31/2022	1.07
12/31/2021	1.01
12/31/2020	0.98

Should you have any questions or require additional assistance, please let me know.

Sincerely,

Andrea Kim

Andrea Kim
Senior Vice President
Risk Management

Affirmative Action Policy

Polydyne, Inc., a subsidiary of SNF Holding Company agrees to a commitment to equal employment opportunity and affirmative action. This written statement will assure fair and equal treatment for all.

The Company will provide equal employment opportunity to all persons. Equal employment opportunity means the treatment of all employees and applicants for employment without unlawful discrimination as to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff, and termination, and all other terms and conditions of employment.

The Goals and Timetables of Polydyne's Affirmative Action Policy

- I. In accordance with the proportion of minority populations in the geographic areas of each of the various manufacturing sites represented by Polydyne:

Plant Site	Actual Percentage Minorities	
	Ethnic Minority	Women
Dolton, IL	18.1%	36.4%
Wayne, MI	75%	12.5%
Los Angeles, CA	78.6%	7.1%
Riceboro, GA	58%	18.1%
Taylor, PA	11.1%	0%
Longview, WA	100%	0%
COMPANY-WIDE ACTUAL	48.7%	16.1%
COMPANY-WIDE GOAL	40.6%	27.9%

- II. A good faith effort will be made to utilize minorities, women and the individuals with disabilities in each occupational category when the opportunity arises and qualified persons are available to fill vacancies.
- III. To that end, we hereby agree to the following affirmative action steps.
- A. Internally publicize the affirmative action policy in written communications, meetings, employee handbooks, on bulletin boards and other conspicuous places available to employees and applicants for employment.
- B. Externally publicizes this affirmative action policy through the appropriate media.

- C. Inform all public and private employment agencies, educational institutions and any other potential source of recruitment that referrals for all positions are to comply with the Polydyne affirmative action requirements.
- D. Include an equal opportunity clause in all contracts with subcontractors and suppliers.
- E. Inform all management personnel, especially those with the authority to test, hire, promote, discipline and/or discharge employees, of this affirmative action policy and of their individual responsibility to conduct all personnel matters consistent with this affirmative action policy.
- F. When vacancies arise, place classified advertisements only under "Help Wanted" or "Help Wanted, Male-Female" listings and specifying an Equal Opportunity Employer Male/Female/ Handicapped.
- G. Document all efforts to improve the representation of minorities, women and individuals with disabilities.
- H. Appoint an Equal Employment Opportunity Officer at the management level to assure implementation and enforcement of this policy. The Equal Employment Opportunity Officer will be responsible for:
 - 1. Maintaining the records and files necessary to determine good faith efforts for compliance with our affirmative action policy.
 - 2. Maintaining an internal audit and reporting system to measure program effectiveness.
 - 3. Reporting, at least twice yearly, on progress of each unit in relation to our affirmative action goals. The report will include:
 - a. A survey of minority, female and individuals with disabilities representation by department and job classification.
 - b. A determination of minority availability compared to the minority population of localities of Secodyne plant sites.
 - c. Identification of under utilization according to areas and job classification

4. Identifying steps in the selection process which acts as barriers to minorities, women and individuals with disabilities. This will include:
 - a. A record of applicant hiring by job, race, national origin, sex and disability.
 - b. A review of each step in the selection process including education and experience requirements, tests and interviews. Any part of the process which eliminates or disadvantages women, minorities or individuals with disabilities must be shown to be necessary for satisfactory job performance or it will not be used.



Joseph Naizer, Vice President – Human Resources
EEO Officer

Affirmative Action Policy For Disabled Individuals

Polydyne, Inc., a subsidiary of SNF Holding Company, agrees to a commitment to equal employment opportunity and affirmative action. This written statement will assure fair and equal treatment for all.

The Company will provide equal employment opportunity to all persons. Equal employment opportunity means the treatment of all employees and applicants for employment without unlawful discrimination as to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status in all employment decisions, including but not limited to recruitment hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff, and termination, and all other terms and conditions of employment.

I. DISABLED INDIVIDUALS AFFIRMATIVE ACTION CLAUSE

Polydyne shall not discriminate against any employee or applicant for employment because of physical or mental disability for any position in which the employee or applicant for employment is qualified. Polydyne agrees to take affirmative action to employ, promote and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices, including recruitment, selection, placement, training, compensation, promotion, transfer, layoff, recall and termination.

Polydyne agrees to post notices that state the rights of employees and applicants for employment and Polydyne's obligation under the law to take affirmative action to employ and promote qualified disabled employees and applicants for employment. These notices will be posted in conspicuous places available to all employees and applicants.

II. PRE-EMPLOYMENT MEDICAL EXAMINATION AND DRUG TESTING

Polydyne requires a post-conditional job offer comprehensive medical examination, drug and alcohol screening after job offers are made and annually thereafter. The results of these examinations will not be used to screen out qualified disabled individuals. Information obtained from these examinations will be kept confidential except:

- A. Supervisors and managers may be informed regarding restriction on work or duties of disabled individuals and providing accommodations.
- B. First aid and safety personnel may be informed; to the extent the information is necessary, if the condition could require emergency medical treatment.
- C. Officials, employees, representatives or agents of government regulatory agencies may be provided such information in the course of investigating compliance.

Affirmative Action Policy For Disabled Individuals (Continued)

Page 2 of 5

III. ACCOMMODATIONS TO PHYSICAL & MENTAL LIMITATION OF EMPLOYEES

Polydyne shall make a good faith effort to accommodate the physical and mental limitations of an employee or an applicant for employment unless the accommodation would impose an undue hardship on the conduct of the business.

IV. COMPENSATION

If offering employment or promotions to disabled individuals, Polydyne shall not reduce the amount of compensation offered because of any disability income, pension or other benefit the applicant or employee receives from another source.

V. OUTREACH AND POSITIVE RECRUITMENT POLICY

Polydyne shall review employment practices annually to ensure that personnel programs provide the required affirmative action for employment and advancement of qualified disabled individuals. Based upon the findings of the annual review, Polydyne shall undertake appropriate outreach and positive recruitment activities, including but not limited to the following:

- A. Develop internal communication of obligation to engage in affirmative action efforts to employ qualified disabled individuals in such a manner as to foster understanding, acceptance and support among all management and non-management personnel and to encourage all employees to take the necessary action to aid Polydyne in meeting this obligation.
- B. Develop reasonable internal procedures to ensure that the obligation to engage in affirmative action to employ and promote qualified disabled individuals is being fully implemented.
- C. Periodically inform all employees and applicants for employment of the commitment to engage in affirmative action to increase employment opportunities for qualified disabled individuals.
- D. Public and private employment agencies, educational institutions, vocational rehabilitation agencies, sheltered workshops and any other potential source of recruitment will be informed that referrals for all positions are to comply with the Polydyne affirmative action requirements and commitment to provide meaningful employment opportunities to qualified disabled individuals.
- E. Establish contacts with appropriate social service agencies for the purpose of advice and technical assistance in accommodating disabled individuals.

Affirmative Action Policy For Disabled Individuals (Continued)

Page 3 of 5

- F. Review the employment records to determine the availability of promotable and transferable qualified known disabled individuals presently employed and to determine if their present and potential skills are being fully utilized and developed.
- G. Include disabled workers when employees are pictured in consumer, promotional or help-wanted advertising.
- H. Send written notification of Polydyne's affirmative action policy to subcontractors and suppliers.
 - 1. Take positive steps to attract qualified disabled persons not currently in the work force who have the required skills and can be recruited through affirmative action measures.

VI. INTERNAL DISSEMINATION OF POLYDYNE'S POLICY

Realizing that an outreach program is ineffective without adequate internal support from management and non-management personnel who may have had limited contact with disabled persons in the past and in order to assure greater employee cooperation and participation, Polydyne shall disseminate this policy internally as follows:

- A. Polydyne will include the policy in the policy manual and the employee handbook.
- B. All contractual provisions will be reviewed to insure that they are nondiscriminatory.
- C. The policy will be posted on bulletin boards and in other conspicuous places, including a statement that employees and applicants for employment are protected from coercion, intimidation, interference or discrimination for filing a complaint or assisting in an investigation of any regulatory agency.
- D. Conduct special meetings with management and non-management personnel to discuss the Policy and explain individual employee responsibilities.
 - 1. Discuss the policy thoroughly in both employee orientation and management training programs.

Affirmative Action Policy For Disabled Individuals(Continued)

Page 4 of 5

VII. RESPONSIBILITY FOR IMPLEMENTATION

Polydyne will appoint an Equal Employment Opportunity Officer at the management level to assure implementation and enforcement of this policy. The EEO Officer's name shall appear on all internal and external communications regarding Polydyne's affirmative action programs. The EEO Officer will be responsible for:

- A. Maintaining the records and files necessary to determine good faith efforts for compliance with our affirmative action policy.
- B. Developing policy statements, affirmative action programs, and communication techniques to ensure policies are enforced.
- C. Developing audit and reporting systems that will:
 - 1. Measure the effectiveness of Polydyne's programs.
 - 2. Identify problems areas and indicate the need for remedial action.
 - 3. Determine whether known disabled employees have had the opportunity to participate in all employer sponsored education and training activities.
 - 4. Insure that each location is in compliance with governmental agencies.
- D. Arranging for career counseling for known disabled employees
- E. Serving as liaison between Polydyne and organizations for disabled persons to arrange for Active involvement in community service programs.
- F. Serving as liaison between Polydyne and governmental regulatory agencies.

VIII. DEVELOPMENT AND EXECUTION OF AFFIRMATIVE ACTION PROGRAMS

The Affirmative Action Plan for Polydyne shall be developed and executed as follows:

Affirmative Action Policy For Disabled Individuals(Continued)

Page 5 of 5

- A. Polydyne shall evaluate the total selection process including training and promotion to ensure freedom from stereotyping disabled persons in a manner which limits their access to all jobs for which they are qualified.
- B. Job qualification requirements that have been reviewed shall be made available to all members of management involved in the recruitment, screening, selection and promotion process.
- C. All personnel involved in the recruitment, screening, promotion, disciplinary and related process shall be carefully selected and trained to ensure that the commitments in the affirmative action program are implemented.
- D. Recruiting efforts from all sources shall include special efforts to reach disabled persons who are qualified for a position.
- E. Polydyne shall use all available resources to continue or establish on-the-job training for disabled employees.



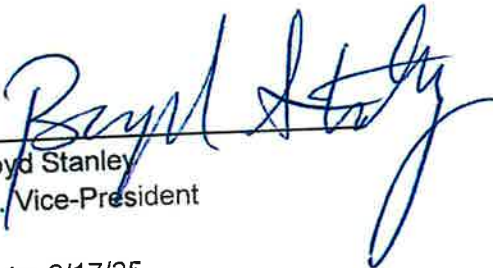
Joseph Naizer, Vice-President – Human Resources
EEO Officer

STATEMENT OF EXPERIENCE AND BUSINESS STANDING

POLYDYNE INC. is a wholly owned subsidiary of SNF HOLDING COMPANY. SNF has worldwide sales in excess of \$1 billion. POLYDYNE INC. is one of the largest suppliers of water soluble polymer to the municipal market in the United States, operating nine manufacturing plants, far more than any other competitor. We are a fully integrated manufacturing company and produce most critical raw materials. Polydyne Inc. was incorporated in 1995, and worldwide our company has been in operation for over 30 years.

POLYDYNE manufactures approximately 170,000 dry tons of emulsion polymer per year and has a storage capacity of approximately 70,000 dry tons.

POLYDYNE'S exclusive charter is to be the direct marketing organization for all SNF produced products to the municipal market, particularly those requiring "Manufacturers Only".



Boyd Stanley
Sr. Vice-President

Date: 3/17/25

REFERENCES

City of Cincinnati – Mill Creek WWTP
1600 Gest Street
Cincinnati, OH 45202
Contact: Larry Scanlan
Ph: (513) 244-5178
Email: Larry.Scanlan@Cincinnati-Oh.Gov
Contract Dates: 11/01/2010 - Present

District of Columbia
5000 Overlook Avenue S.W.
Washington, DC 20032
Contact: Wendell Smith
Ph: (202)-787-4234
Email: Wendell.Smith@Dcwater.Com
Contract Dates: 2/1/2004 - Present

Louisville M.S.D.
4522 Algonquin Parkway
Louisville, KY 40211
Contact: Robin Burch
Ph.: (502) 372-7646
Email: Robin.Burch@Louisvillemsd.org
Contract Dates: 7/01/2013 – Present

Metropolitan Council
2400 Childs Rd.
St. Paul, MN 55106
Contact: Joe Ward
Ph.: (651) 602-8116
Email: Joseph.Ward@Metc.State.Mn.Us
Contract Dates: 08/03/10 – Present

PROPOSER INTRODUCTION

Polydyne Inc. has been exclusively a supplier to the municipal market for the water and wastewater treatment industry for its entire history of **twenty-nine** years. During this time Polydyne Inc. has established itself as a leader in the water and **wastewater** treatment industry. Currently Polydyne Inc. supplies in excess of 2,000 municipalities in the United States. In addition to the customers provided on our reference list, a small listing of current emulsion customers is provided below.

City of Atlanta, GA
City of Dallas, TX
Gwinnett County, GA
JEA, FL
City of Memphis
Passaic Valley S.C., NJ
City of Santa Rosa, CA
City of Vermillion, OH

City of Baton Rouge, LA
Erie County, NY
City of Hartford, CT
City of Kalamazoo, MI
NYCDEP, NY
Quantico Marine Base, VA
City of Toledo, OH
City of West Palm Beach, VA

MWRD of Greater Chicago, IL
City of Fresno, CA
City of Independence, MO
LA Co. Sanitation District
City of Olathe, KS
City of Richmond, VA
City of Ukiah, CA
City of Yuma, AZ

Polydyne Inc. has a Sales and Service Staff of twenty-six professionals. Many of these individuals are degreed Chemical Engineers. Polydyne's field personnel are strategically placed throughout the United States to ensure that on-site technical assistance is readily available to our customers, if and when needed. Polydyne's sales force is supported by a large number of chemists working in our manufacturing facilities in the United States as well as those abroad. The sales representative for the City of Ashland is Mr. Dave Hordesky. Mr. Hordesky has been working in the Water and Wastewater Industry in excess of thirty years and has extensive experience with many different applications. Mr. Hordesky's contact information is listed below.

Dave Hordesky, Senior Technical Sales Representative
310 Romaine Spring View
Fenton, MO 63026
Cell: (314) 378-8800
E-mail: dhordesky@polydyneinc.com

Mr. Hordesky works closely with the Regional Sales Manager for the Central United States, Mr. Rick Johnson. Mr. Johnson has been in the Water and Wastewater Treatment Industry for over twenty years. Mr. Johnson's contact information is below.

Rick Johnson, Regional Sales Manager
30 Pale Dawn
The Woodlands, TX 77381
Cell: (281) 630-4591
E-mail: rjohnson@polydyneinc.com

Polydyne Inc.
P.O. Box 250, Riceboro, GA 31323

TYPE OF BUSINESS: Chemical Sales
SUBSIDIARY OF: SNF Holding Company
ACCOUNTS PAYABLE: Send Invoices only to AccountsPayable@snfhc.com
Direct A/P Questions to AskAP@snfhc.com

YEAR ESTABLISHED: 1968

TRADE REFERENCES: General Chemical Telephone: (973) 515-1916
P.O. Box 533195 Fax No.: (973) 515-1984
Atlanta, GA 30353-3195 Contact: Lisa Ceccaci

Geo Specialty Chemicals Inc. Telephone: (601) 645-6536
Dept. 3230 Fax No.: (601) 645-6633
P.O. Box 123220
Dallas, TX 75312-3220

Protreat Technology Corp. Telephone: (303) 463-1984
P.O. Box 16640 Contact: Dorothy Weick
Golden, CO 80402

BANK REFERENCES: Bank of America, N.A. Telephone: (912) 944-3191
GAS-200-03-01 Fax No.: (912) 944-3134
22 Bull Street
Savannah, GA 31401
Contact: Lisa Catlin

OFFICERS: Mr. John Pittman Mr. Mark Schlag
President & Director Vice-President – Finance
1 Chemical Plant Rd.
Riceboro, GA 31323 Riceboro, GA 31323

COMPANY LOCATION: 1 Chemical Plant Road
Riceboro, GA 31323

SNF Connect > SNF News > SNF Corporate News

9/13/2024 - SNF Achieves ECOVADIS Platinum Medal for Sustainability Excellence

SNF, a global leader in water chemistry, is proud to announce that it has been awarded the prestigious ECOVADIS Platinum medal. This recognition places SNF in the top 1% of companies worldwide regarding sustainability performance.



The ECOVADIS Platinum medal is the highest accolade given by ECOVADIS, the world's most trusted business sustainability rating platform. It evaluates companies across multiple dimensions, including environmental impact, labor and human rights, ethics, and sustainable procurement.

"We are extremely honored to receive this Platinum award from ECOVADIS, which highlights SNF's ongoing commitment to sustainability, innovation, and responsible business practices," said Lionel AVOND – Corporate ESG Manager of SNF. "This recognition is a testament to our ACT FOR program, which focuses on three major pillars: promoting responsible chemistry, reimagining low-carbon manufacturing processes, and caring for our people along the entire value chain. By aligning our efforts with these pillars, we ensure that

- Reducing greenhouse gas emissions through energy-efficient processes.
- Innovating sustainable water treatment solutions that meet the growing global demand for environmental protection.
- Promoting fair labor practices and ethical standards across its value chain.

This achievement is a testament to SNF's continuous efforts to implement sustainable practices within the company and in partnership with its customers, suppliers, and stakeholders.

As SNF continues to advance its sustainability strategy, the company is focused on driving innovation and developing solutions that support the global transition towards a more sustainable future.

For more information on SNF's sustainability efforts and solutions, please visit sustainability.snf.com.

Published in **SNF Corporate News** on Sep 13, 2024 at 10:11 AM



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Drop image or [click here](#), to add it ...

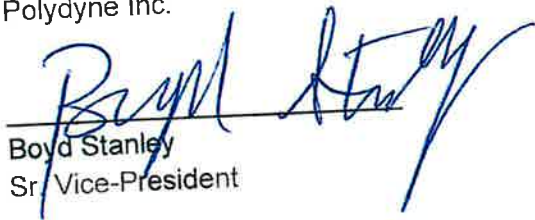
Send

AFFIDAVIT OF COMPLIANCE

Polydyne Inc. hereby affirms that CLARIFLOC CE-1544, CE-312 and C-3223 meet all applicable EPA guidelines and fully comply with the specifications of the subject bid.

Product Bulletins and Safety Data Sheets for each product are attached.

Polydyne Inc.


Boyd Stanley
Sr. Vice-President

Date: 3/17/25

PROPERTY OF SNF/POLYDYNE

Prepared by David J. Hordesky

Date: Nov. 1 2024

Feed Solids: 3.20% est.

Poly. Sol. % 0.500

F

1.56

Customer: Ashland, KY WWTP

Contact: Jeff McFarland

Address: River Front Road Ashland, KY

Product	mIs	#/DT Rec	#/DT Real	Seconds										Seconds						Comments
				RAW mIs						ACTUAL mIs										
				10	20	30	40	50	60	BO X	Flow	FLT	Ret	10	20	30	40	50	60	
CE-312 41%	18	28.1	11.5	60	68	70	70	70	12	6	8.0	8.0	42	50	52	52	52	52	10,12,16 NG	
	22	34.4	14.1	76	80	90	90	90	12	9.5	10.0	10.0	54	58	68	68	68	68		
		0.0	0.0										-	-	-	-	-	-		
Sample A 41%	22	34.4	14.1	70	75	80	80	80	12	8	10.0	10.0	48	53	58	58	58	58	58	
		0.0	0.0										-	-	-	-	-	-		
Sample B 41%	22	34.4	14.1	50	70	72	72	72	12	6	6.0	7.0	28	48	50	50	50	50	50	
		0.0	0.0										-	-	-	-	-	-		
		0.0	0.0										-	-	-	-	-	-		
Sample C 41%	22	34.4	14.1	NG																
		0.0	0.0										-	-	-	-	-	-		
		0.0	0.0										-	-	-	-	-	-		
Sample D 45%	22	34.4	15.5	80	84	90	90	90	12	10	10.0	10.0	58	62	68	68	68	68		
		0.0	0.0										-	-	-	-	-	-		
		0.0	0.0										-	-	-	-	-	-		
Sample E 41%	22	34.4	14.1	50	56	62	62	62	12	5	8.0	10.0	28	34	40	40	40	40		
		0.0	0.0										-	-	-	-	-	-		
		0.0	0.0										-	-	-	-	-	-		

PROPERTY OF SNF/POLYDYNE

Prepared by David J. Hordesky

Date: Nov. 1 2024

Feed Solids: 3.20% est.

Poly. Sol. % 0.500
F **1.56**

Customer: Ashland, KY WWTP

Contact: Jeff Mcfarland

Address: River Front Road Ashland, KY

Product	mIs	#/DT Rec	#/DT Real	Seconds										Be	FL	FL	X	Seconds										Comments
				RAW mIs														ACTUAL mIs										
				10	20	30	40	50	60	70	80	90	100					10	20	30	40	50	60					
CE-312 41%	18	28.1	11.5	60	68	70	70	70	70	12	6	8.0	8.0	42	50	52	52	52	52	52	52	52	52	52	52	52	52	10,12,16 NG
	22	34.4	14.1	76	80	90	90	90	90	12	9.5	10.0	10.0	54	58	68	68	68	68	68	68	68	68	68	68	68	68	
		0.0	0.0																									
Sample A 41%	22	34.4	14.1	70	75	80	80	80	80	12	8	10.0	10.0	48	53	58	58	58	58	58	58	58	58	58	58	58	58	
		0.0	0.0																									
		0.0	0.0																									
Sample B 41%	22	34.4	14.1	50	70	72	72	72	72	12	6	6.0	7.0	28	48	50	50	50	50	50	50	50	50	50	50	50	50	
		0.0	0.0																									
		0.0	0.0																									
Sample C 41%	22	34.4	14.1	NG																								
		0.0	0.0																									
		0.0	0.0																									
Sample D 45%	22	34.4	15.5	80	84	90	90	90	90	12	10	10.0	10.0	58	62	68	68	68	68	68	68	68	68	68	68	68	68	
		0.0	0.0																									
		0.0	0.0																									
Sample E 41%	22	34.4	14.1	50	56	62	62	62	62	12	5	8.0	10.0	28	34	40	40	40	40	40	40	40	40	40	40	40	40	
		0.0	0.0																									
		0.0	0.0																									

CONFIDENTIAL

Ashland KY WWTP 2025 (002)



CERTIFICATE
OF
ANALYSIS

Polydyne Inc.
ONE CHEMICAL PLANT ROAD
RICEBORO GA 31323

POLYDYNE PRODUCT NAME : CLARIFLOC CE-312				
PURCHASE ORDER NR : SAMPLE			DATE : 10/06/2024	
AMOUNT : SAMPLE			QUALITY CONTROL	QC
	UNIT	SPECIFICATION	BATCH NUMBER RC22/8605M	TEST
BULK VISCOSITY	cps	300 - 2000	920	1010 A
NON VOLATILE SOLIDS	%	41.0 - 49.0	44.7	1050 A
UL BROOKFIELD VISCOSITY	cps	3.00 - 4.00	3.63	1019 A
RESIDUAL ACRYLAMIDE	ppm	0 - 999	50	1001 A
			Date : 10/06/2024 Signature Ting Chen	

If the # symbol appears in the QC-TEST column, then the data on that line is given for information only, and does not constitute a specification.
If ND appears in the result column, that means under the limit of detection.
For Personal Care ingredients, the generic name is corresponding to the INCI name.

SUP NR: OG-0098 REVISION: 04

CLARIFLOC CE-312 POLYMER

PRINCIPAL USES

CLARIFLOC CE-312 is a high charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Cationicity	60 %
Active Polyacrylamide Min.	35 %
Freezing Point	7 F. (-14 C.)
Density	8.5 - 8.7

PREPARATION AND FEEDING

CLARIFLOC CE-312 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. **Stainless steel, Viton or Teflon are the best choices** for pump heads. **For feed lines, use PVC or reinforced Tygon tubing.**

MANUFACTURING SPECIFICATIONS

Total Solids	41.0 - 49.0 %
Residual AcAm	< 1000 ppm
Neat Viscosity	300 - 2000 cPs
UL Viscosity	3.0 - 4.0 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC CE-312, sprinkle vermiculite or equivalent absorbent over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC CE-312 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC CE-312 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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Polydyne Inc. • 1 Chemical Plant Road • Riceboro, GA 31323 • Tel 800.848.7659 • Fax 912.880.2078 • www.polydyneinc.com



SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ CE-312**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

SAFETY DATA SHEET

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range: 20 - 30%

CAS Number: 64742-47-8

Classification according to paragraph (d)
of 29 CFR 1910.1200: Asp. Tox. 1;H304

Notes

Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Concentration/ -range: < 5%

CAS Number: 69011-36-5

Classification according to paragraph (d)
of 29 CFR 1910.1200: Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

SECTION 4: First aid measures***4.1. Description of first aid measures******Inhalation:***

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

Ingestion:

Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:

None.

SECTION 5: Firefighting measures***5.1. Extinguishing media******Suitable extinguishing media:***

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None known.

5.2. Special hazards arising from the substance or mixture***Hazardous decomposition products:***

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Ammonia (NH₃). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters***Protective measures:***

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

SAFETY DATA SHEET**SECTION 6: Accidental release measures***6.1. Personal precautions, protective equipment and emergency procedures**Personal precautions:*

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

*6.3. Methods and material for containment and cleaning up**Small spills:*

Do not flush with water. Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:

Do not flush with water. Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage*7.1. Precautions for safe handling*

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection*8.1. Control parameters*

Occupational exposure limits:

SAFETY DATA SHEETDistillates (petroleum), hydrotreated lightACGIH: 200 mg/m³ (8 hours) (vapors)**8.2. Exposure controls****Appropriate engineering controls:**

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:**a) Eye/face protection:**

Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:

i) **Hand protection:** PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.

ii) **Other:** Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:

No personal respiratory protective equipment normally required.

d) Additional advice:

Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties**9.1. Information on basic physical and chemical properties**

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C

SAFETY DATA SHEET

g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient n-octanol/water (log value):	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm ² /s @ 40°C
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.
9.2. Other information	
None.	

SECTION 10: Stability and reactivity**10.1. Reactivity**

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Ammonia (NH₃). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat $\geq$ 4951 mg/m ³ (vapors) (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.

Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
Carcinogenicity:	Carcinogenicity study in rats (OECD 451): Negative.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days $\geq$ 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
Aspiration hazard:	May be fatal if swallowed and enters airways.

Poly(oxy-1,2-ethanediyl), α -tridecyl- ω -hydroxy-, branched

Acute oral toxicity:	LD50/oral/rat = 500 - 2000 mg/kg
Acute dermal toxicity:	LD50/dermal/rabbit > 2000 mg/kg
Acute inhalation toxicity:	No data available.
Skin corrosion/irritation:	Not irritating. (OECD 404)
Serious eye damage/eye irritation:	Causes serious eye irritation. (OECD 405)
Respiratory/skin sensitisation:	The results of testing on guinea pigs showed this material to be non-sensitizing.
Mutagenicity:	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
Carcinogenicity:	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

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CLARIFLOC™ CE-312

Reproductive toxicity:	Based on available data, product is not expected to be toxic for reproduction. Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
Aspiration hazard:	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)

SAFETY DATA SHEET

Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Based on the degradability data of the components, this product is expected to be readily (bio)degradable according to OECD criteria.
Hydrolysis:	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
Photolysis:	No data available.

Relevant information on the hazardous components:**Distillates (petroleum), hydrotreated light**

SAFETY DATA SHEET

Degradation: Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

SAFETY DATA SHEET

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

SAFETY DATA SHEETTSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status:

Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide, Ethylene oxide, 1,4-Dioxane

SECTION 16: Other informationNFPA and HMIS Ratings:

NFPA:

SAFETY DATA SHEET

Health: 0
 Flammability: 1
 Instability: 0

**HMIS:**

Health: 0
 Flammability: 1
 Physical Hazard: 0
 PPE Code: B

This data sheet contains changes from the previous version in section(s):

SECTION 15. Regulatory information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms

STOT = Specific target organ toxicity

Abbreviations

Acute Tox. 4 = Acute toxicity Category Code 4
 Asp. Tox. 1 = Aspiration hazard Category Code 1
 Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements

H302 - Harmful if swallowed
 H304 - May be fatal if swallowed and enters airways
 H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 24.01.b

ENCC046

SAFETY DATA SHEET

CLARIFLOC™ CE-312

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.



**CERTIFICATE
OF
ANALYSIS**

Polydyne Inc.
ONE CHEMICAL PLANT ROAD
RICEBORO GA 31323

POLYDYNE PRODUCT NAME : CLARIFLOC C-3223				
PURCHASE ORDER NR : SAMPLE			DATE : 03/11/2025	
AMOUNT : SAMPLE			QUALITY CONTROL	QC
TOTAL SOLID CONTENT RESIDUAL ACRYLAMIDE INSOLUBLES UL BROOKFIELD VISCOSITY SOLUTION APPEARANCE	UNIT	SPECIFICATION	BATCH NUMBER UC11266	TEST
	%	90.0 - 100.0	92.3	100 A
	ppm	0 - 499	295	200 A
	%	0.00 - 2.00	0.05	151 A
	cps	3.30 - 4.00	3.81	400 A
		slightly hazy solution		#
			Date : 03/11/2025 Signature Ting Chen	

If the # symbol appears in the QC-TEST column, then the data on that line is given for information only, and does not constitute a specification.
If ND appears in the result column, that means under the limit of detection.
For Personal Care ingredients, the generic name is corresponding to the INCI name.

SUP NR: OG-0098 REVISION: 04

CLARIFLOC C-3223 POLYMER

PRINCIPAL USES

CLARIFLOC C-3223 is a low charge cationic polyacrylamide that is used as a flocculant in a wide variety of municipal water and wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, flotation, and dewatering. CLARIFLOC C-3223 is NSF certified for clarification of potable water at dosages up to 1.0 mg/L.

TYPICAL PROPERTIES

Physical Form	White Granular Powder
Cationicity	10 %
pH (0.25% Sol'n)	3-5

PREPARATION AND FEEDING

CLARIFLOC C-3223 is water soluble, but certain precautions should be followed to obtain total dissolution with minimum loss of activity. Complete wetting of the individual polymer particles is the single most important factor in the preparation of powdered polymer solutions. One method to achieve good wetting is to use an aspirator type disperser that draws the solid polymer particles into the water stream using a vacuum created by water pressure. A water pressure of 30 psig or greater is required to implement this method. The wetted polymer from the aspirator should be discharged into a vessel equipped with a high speed mixer capable of stirring the entire tank. The polymer solution should be stirred for 15-60 minutes or until dissolution is complete. The suggested make-down concentration for CLARIFLOC C-3223 is 0.1-0.5% by weight. Completely automated equipment is commercially available.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials for dissolution tanks. Unlined mild steel, black iron, galvanized steel, copper or brass should not be used in any part of the feed system. Stainless steel or PVC are recommended for pump heads and feed lines.

MANUFACTURING SPECIFICATIONS

% Moisture	< 10
UL Viscosity	3.3 - 4.0 cPs
% Insolubles	< 2.0

HANDLING AND STORAGE

Suggested in-plant storage of CLARIFLOC C-3223 is one year in unopened bags. Store in a cool, dry area. For spills of dry CLARIFLOC C-3223, sweep up the material and reuse, if possible. Do not spray water on spilled dry product because the resulting gel is very slippery and difficult to clean up. For spills of CLARIFLOC C-3223 solutions, sprinkle sawdust or vermiculite over the spill area and sweep into approved chemical disposal containers. Rock salt cuts slipperiness.

SAFETY INFORMATION

CLARIFLOC C-3223 can potentially irritate the skin, eyes and lungs, so gloves, goggles and filter type respirator should be worn while handling this product. CLARIFLOC C-3223 is not readily ignited, but it will support an existing fire. Foam, CO₂ or dry chemical methods should be used because polymer-water mixtures are very slippery. Anyone responsible for the procurement, use or disposal of CLARIFLOC C-3223 should familiarize themselves with the appropriate safety and handling precautions outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with CLARIFLOC C-3223, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC C-3223 is shipped in 55 pound bags and supersacks. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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Polydyne Inc. • 1 Chemical Plant Road • Riceboro, GA 31323 • Tel 800.848.7659 • Fax 912.880.2078 • www.polydyneinc.com

SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ C-3223**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address:

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Aqueous solutions or powders that become wet render surfaces extremely slippery.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Adipic acid

Concentration/ -range: $\leq 2.5\%$

CAS Number: 124-04-9

Classification according to paragraph (d)
of 29 CFR 1910.1200: Eye Irrit. 2A;H319

Sulfamic acid

Concentration/ -range: $\leq 2.5\%$

CAS Number: 5329-14-6

Classification according to paragraph (d)
of 29 CFR 1910.1200: Skin Irrit. 2;H315, Eye Irrit. 2A;H319

For explanation of abbreviations see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

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Inhalation:

Move to fresh air. Get medical attention if symptoms occur.

Skin contact:

Wash off with soap and plenty of water. Get medical attention if irritation develops and persists.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids. Get medical attention.

Ingestion:

Rinse mouth. If conscious, give the victim plenty of water to drink. Induce vomiting, but only if victim is fully conscious.

4.2. Most important symptoms and effects, both acute and delayed

Contact with dust can cause mechanical irritation or drying of the skin. Powder can cause localised skin irritation in folds of the skin or under tight clothing.

4.3. Indication of any immediate medical attention and special treatment needed

None.

Other information:

No information available.

SECTION 5: Firefighting measures**5.1. Extinguishing media****Suitable extinguishing media:**

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Warning! Aqueous solutions or powders that become wet render surfaces extremely slippery.

Unsuitable extinguishing media:

None known.

5.2. Special hazards arising from the substance or mixture**Hazardous decomposition products:**

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters**Protective measures:**

Wear self contained breathing apparatus for fire fighting if necessary.

Other information:

Aqueous solutions or powders that become wet render surfaces extremely slippery.

SECTION 6: Accidental release measures**6.1. Personal precautions, protective equipment and emergency procedures**

Personal precautions:

Aqueous solutions or powders that become wet render surfaces extremely slippery.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Prevent further leakage or spillage if safe to do so. Keep people away from spill/leak.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up**Small spills:**

Do not flush with water. Clean up promptly by sweeping or vacuum.

Large spills:

Do not flush with water. Prevent unauthorized access. Sweep up and shovel into suitable containers for disposal.

Residues:

Sweep up to prevent slip hazard. After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage**7.1. Precautions for safe handling**

Avoid dust formation. Avoid breathing dust. Wash hands before breaks and at the end of workday. Avoid contact with skin and eyes.

7.2. Conditions for safe storage, including any incompatibilities

Keep in a dry place.

Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection**8.1. Control parameters**

Occupational exposure limits:

Adipic acid

ACGIH: 5 mg/m³ (8 hours)

8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if dusting occurs. Natural ventilation is adequate in absence of dusts.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

Safety glasses with side-shields. Do not wear contact lenses where this product is used. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:

i) **Hand protection:** PVC or other plastic material gloves. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.

ii) **Other:** Chemical resistant apron or protective suit if splashing or repeated contact with solution is likely. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:

Dust safety masks recommended where working powder concentration is more than 10 mg/m³.

d) Additional advice:

Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Granular solid, White.
b) Odour:	None.
c) Odour Threshold:	Not applicable.
d) pH:	2.5 - 4.5 @ 5 g/L (See Technical Bulletin or Product Specifications for a more precise value, if available)
e) Melting point/freezing point:	> 100°C
f) Initial boiling point and boiling range:	Not applicable.
g) Flash point:	Not applicable.
h) Evaporation rate:	Not applicable.
i) Flammability (solid, gas):	Not combustible.

j) Upper/lower flammability or explosive limits:

Not expected to create explosive atmospheres.

k) Vapour pressure:

Not applicable.

l) Vapour density:

Not applicable.

m) Relative density:

0.6 - 0.9 (See Technical Bulletin or Product Specifications for a more precise value, if available)

n) Solubility(ies):

Soluble in water.

o) Partition coefficient n-octanol/water (log value):

< 0

p) Autoignition temperature:

Not applicable.

q) Decomposition temperature:

> 200°C

r) Viscosity:

See Technical Bulletin.

s) Kinematic viscosity:

No data available.

t) Explosive properties:

Not expected to be explosive based on the chemical structure.

u) Oxidizing properties:

Not expected to be oxidising based on the chemical structure.

v) Particle characteristics:

No data available.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Hazardous polymerisation does not occur.

10.2. Chemical stability

Stable.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

None known.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

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Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg.
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Not irritating.
Serious eye damage/eye irritation:	Testing conducted according to the Draize technique showed the material produces no corneal or iridial effects and only slight transitory conjunctival effects similar to those which all granular materials have on conjunctivae.
Respiratory/skin sensitisation:	The results of testing on guinea pigs showed this material to be non-sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	No hazards resulting from the material as supplied.

Relevant information on the hazardous components:Adipic acid

Acute oral toxicity:	LD50/oral/rat = 5560 mg/kg (OECD 401)
Acute dermal toxicity:	LD0/dermal/rabbit >= 3176 mg/kg
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat > 7.7 mg/L (OECD 403)
Skin corrosion/irritation:	Slightly irritating.
Serious eye damage/eye irritation:	Not irritating. (OECD 405) (SNF)
Respiratory/skin sensitisation:	Not sensitizing.

Mutagenicity:	Negative in the Ames Test (OECD 471). Negative in the In vitro Mammalian Cell Gene Mutation Test (OECD 476).
Carcinogenicity:	Based on available data, product is not expected to be carcinogenic. Carcinogenicity study in rat: NOAEL > 750 mg/kg/day
Reproductive toxicity:	Based on available data, product is not expected to be toxic for reproduction. NOAEL/Maternal toxicity/rat >= 288 mg/kg/day NOAEL/Developmental toxicity/rat >= 288 mg/kg/day
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	No known effects.
<u>Sulfamic acid</u>	
Acute oral toxicity:	LD50/oral/rat = 2065 - 2140 mg/kg
Acute dermal toxicity:	NOAEL/dermal/rat = 2000 mg/kg (OECD 402)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Not irritating. (OECD 404) (SNF)
Serious eye damage/eye irritation:	Moderately irritating to the eyes. (EPA OPPTS 870.2400)
Respiratory/skin sensitisation:	The product is not expected to be sensitizing.
Mutagenicity:	Negative in the Ames Test (OECD 471). Negative in the In vitro Mammalian Cell Gene Mutation Test (OECD 476). Not mutagenic. (OECD 472, 487)
Carcinogenicity:	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.
Reproductive toxicity:	Based on available data, product is not expected to be toxic for reproduction. Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat = 200 mg/kg/day - NOAEL/Developmental toxicity/rat = 200 mg/kg/day
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.

Aspiration hazard:

No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Danio rerio/96 hours = 10 - 100 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours > 50 mg/L (OECD 202)
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available. Readily biodegradable, exposure to soil is unlikely.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Relevant information on the hazardous components:Adipic acid

Acute toxicity to fish:	LC0/Danio rerio/96 hours $\geq$ 1000 mg/L
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 46 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Selenastrum capricornutum/72 hours = 59 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days = 6.3 mg/L (OECD 211)
Toxicity to microorganisms:	EC50/activated sludge/3 hours = 4747 mg/L (OECD 209)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

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CLARIFLOC™ C-3223

Sulfamic acid

Acute toxicity to fish:	LC50/Pimephales promelas/96 hours = 70.3 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 71.6 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Scenedesmus subspicatus/72 hours = 48 mg/L (OECD 201)
Chronic toxicity to fish:	NOEC/Danio rerio/34 days >= 60 mg/L (OECD 210)
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days = 19 mg/L (OECD 211)
Toxicity to microorganisms:	EC50/activated sludge/3 hours > 200 mg/L (OECD 209)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation: Based on the degradability data of the components, this product is expected to be readily (bio)degradable according to OECD criteria.

Hydrolysis: At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.

Photolysis: No data available.

Relevant information on the hazardous components:

Adipic acid

Degradation: Readily biodegradable, > 70% / 28 days (OECD 301 D)

Hydrolysis: Does not hydrolyse.

Photolysis: Half-life (indirect photolysis): ~ 2.9 days

Sulfamic acid

Degradation: Not relevant (inorganic).

Hydrolysis: Does not hydrolyse.

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Photolysis:

No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): < 0

Bioconcentration factor (BCF): ~0

Relevant information on the hazardous components:Adipic acid

Partition co-efficient (Log Pow): 0.093 @ 25°C, pH 3.3

Bioconcentration factor (BCF): ~ 0

Sulfamic acid

Partition co-efficient (Log Pow): -4.34 @ 20°C

Bioconcentration factor (BCF): ~ 0

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:Adipic acid

Koc: No data available.

Sulfamic acid

Koc: No data available.

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations*13.1. Waste treatment methods*Waste from residues/unused products:

Dispose in accordance with local and national regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

In accordance with local and national regulations.

SECTION 14: Transport information*Land transport (DOT)*

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information*15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture*Information on the product as supplied:TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

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CLARIFLOC™ C-3223

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Contains one or more of the listed substances.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Contains one or more of the listed substances.

RCRA status:

Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

Relevant information on the hazardous components:

Adipic acid

Clean Water Act	5000 lbs
Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:	

CERCLA	5000 lbs
Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:	

DOT RQ (lbs):	5000 lbs
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SECTION 16: Other information

NFPA and HMIS Ratings:

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CLARIFLOCTTM C-3223

NFPA:

Health: 0
Flammability: 0
Instability: 0



HMIS:

Health: 0
Flammability: 0
Physical Hazard: 0
PPE Code: B

This data sheet contains changes from the previous version in section(s):

SECTION 8. Exposure controls/personal protection, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms

STOT = Specific target organ toxicity

Abbreviations

Eye Irrit. 2A = Serious eye damage/eye irritation Category Code 2A

Skin Irrit. 2 = Skin corrosion/irritation Category Code 2

Hazard statements

H315 - Causes skin irritation

H319 - Causes serious eye irritation

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 22.01.a

PRCC002F

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.



**CERTIFICATE
OF
ANALYSIS**

Polydyne Inc.
ONE CHEMICAL PLANT ROAD
RICEBORO GA 31323

POLYDYNE PRODUCT NAME : CLARIFLOC CE-1544				
PURCHASE ORDER NR : SAMPLE			DATE : 12/28/2024	
AMOUNT : SAMPLE			QUALITY CONTROL	QC
	UNIT	SPECIFICATION	BATCH NUMBER RC32/4290M	TEST
BULK VISCOSITY	cps	500 - 2000	1220	1010 A
NON VOLATILE SOLIDS	%	38.5 - 45.5	43.0	1050 A
UL BROOKFIELD VISCOSITY	cps	4.20 - 5.20	4.96	1019 A
RESIDUAL ACRYLAMIDE	ppm	0 - 999	10	1001 A
			Date : 12/29/2024 Signature Ting Chen	

If the # symbol appears in the QC-TEST column, then the data on that line is given for information only, and does not constitute a specification.

If ND appears in the result column, that means under the limit of detection.

For Personal Care ingredients, the generic name is corresponding to the INCI name.

SUP NR: OG-0098 REVISION: 04

CLARIFLOC CE-1544 POLYMER

PRINCIPAL USES

CLARIFLOC CE-1544 is a low charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal and industrial wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Cationicity	20 %
Active Polyacrylamide Min.	35 %
Freezing Point	7° F (-14° C)
Density	8.6 - 8.7 lbs./gal.

PREPARATION AND FEEDING

CLARIFLOC CE-1544 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	38.5 - 45.5 %
Residual AcAm	< 1000 ppm
Neat Viscosity	< 500 - 2000 cPs
UL Viscosity	4.2 - 5.2 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC CE-1544, sprinkle vermiculite or equivalent absorbent over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC CE-1544 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC CE-1544 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon tote bins containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC CE-1544**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

SAFETY DATA SHEET

CLARIFLOC CE-1544

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/-range: 20 - 30%

CAS Number: 64742-47-8

Classification according to paragraph (d)
of 29 CFR 1910.1200: Asp. Tox. 1;H304

Notes

Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), α -tridecyl- ω -hydroxy-, branched

Concentration/-range: < 5%

CAS Number: 69011-36-5

Classification according to paragraph (d)
of 29 CFR 1910.1200: Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

SECTION 4: First aid measures*4.1. Description of first aid measures**Inhalation:*

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse **immediately** with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

Ingestion:

Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:

None.

SECTION 5: Firefighting measures*5.1. Extinguishing media**Suitable extinguishing media:*

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None known.

*5.2. Special hazards arising from the substance or mixture**Hazardous decomposition products:*

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Ammonia (NH₃). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

*5.3. Advice for firefighters**Protective measures:*

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures*6.1. Personal precautions, protective equipment and emergency procedures***Personal precautions:**

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

Do not contaminate water.

*6.3. Methods and material for containment and cleaning up***Small spills:**

Do not flush with water. Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:

Do not flush with water. Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage*7.1. Precautions for safe handling*

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection*8.1. Control parameters**Occupational exposure limits:*

Distillates (petroleum), hydrotreated light

ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

Safety glasses with side-shields.

b) Skin protection:

i) Hand protection: PVC or other plastic material gloves.

ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur.

c) Respiratory protection:

No personal respiratory protective equipment normally required.

d) Additional advice:

Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C
g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.

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j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient n-octanol/water (log value):	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm ² /s @ 40°C
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity**10.1. Reactivity**

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Ammonia (NH₃). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat $\geq$ 4951 mg/m ³ (vapors) (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.
Serious eye damage/eye irritation:	Not irritating. (OECD 405)

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Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
Carcinogenicity:	Carcinogenicity study in rats (OECD 451): Negative.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days $\geq$ 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
Aspiration hazard:	May be fatal if swallowed and enters airways.
<u><i>Poly(oxy-1,2-ethanediyl), α-tridecyl-w-hydroxy-, branched</i></u>	
Acute oral toxicity:	LD50/oral/rat = 500 - 2000 mg/kg
Acute dermal toxicity:	LD50/dermal/rabbit > 2000 mg/kg
Acute inhalation toxicity:	No data available.
Skin corrosion/irritation:	Not irritating. (OECD 404)
Serious eye damage/eye irritation:	Causes serious eye irritation. (OECD 405)
Respiratory/skin sensitisation:	The results of testing on guinea pigs showed this material to be non-sensitizing.
Mutagenicity:	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
Carcinogenicity:	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.
Reproductive toxicity:	Based on available data, product is not expected to be toxic for reproduction. Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day

STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
Aspiration hazard:	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)
Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.

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Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.
<u><i>Poly(oxy-1,2-ethanediyl), α-tridecyl-w-hydroxy-, branched</i></u>	
Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Based on the degradability data of the components, this product is expected to be readily (bio)degradable according to OECD criteria.
Hydrolysis:	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
Photolysis:	No data available.

Relevant information on the hazardous components:Distillates (petroleum), hydrotreated light

Degradation:	Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

Degradation:	Readily biodegradable. > 60% / 28 days (OECD 301 B)
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow):	Not applicable.
Bioconcentration factor (BCF):	No data available.

Relevant information on the hazardous components:Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow):	3 - 6
Bioconcentration factor (BCF):	No data available.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow):	> 3
Bioconcentration factor (BCF):	No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:Distillates (petroleum), hydrotreated light

Koc:	No data available.
------	--------------------

Poly(oxy-1,2-ethanediyl), α -tridecyl- ω -hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

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SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status:

Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	1
Instability:	0

**HMIS:**

Health: 0
Flammability: 1
Physical Hazard: 0
PPE Code: B

This data sheet contains changes from the previous version in section(s):

SECTION 5. Fire-fighting measures, SECTION 6. Accidental release measures, SECTION 7. Handling and storage, SECTION 8. Exposure controls/personal protection, SECTION 9. Physical and chemical properties, SECTION 10. Stability and reactivity, SECTION 11. Toxicological information, SECTION 12. Ecological information, SECTION 15. Regulatory information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:**Acronyms**

STOT = Specific target organ toxicity

Abbreviations

Acute Tox. 4 = Acute toxicity Category Code 4

Asp. Tox. 1 = Aspiration hazard Category Code 1

Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements

H302 - Harmful if swallowed

H304 - May be fatal if swallowed and enters airways

H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 20.01.a

ENCC003

SAFETY DATA SHEET

CLARIFLOC CE-1544

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

TABULATIONS FOR BID

To: City of Ashland

State: KY

From: Polydyne Inc.

Fax No. (912) 880-2078

Opened: 3/20/25

Subject: **"PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, DEPT. OF UTILITY OPERATIONS"**

Please provide us with tabulations on the subject bid by filling out this form or attaching your tabulations form to it. If possible, please email these tabulations to bids@polydyneinc.com or fax to the below-referenced number.

Awarded: YES/NO

(circle one)

If YES, indicate awarded vendor with an *

If NO, indicate expected date of award.

Participants	Product Code	Unit Price
Polydyne Inc.	CLARIFLOC CE-312	\$15.308/Gal.
Polydyne Inc.	CLARIFLOC C-3223	\$2.41/Lb.
Polydyne Inc.	CLARIFLOC CE-1544	\$17.114/Gal.

Thank you for your assistance.

Sincerely,

Sandy Wells

Sandy Wells
Bid and Contract Manager

Database ID: 125-078A-C

AGENDA ITEM: _____
DATE: _____

CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)

Date Submitted: 04/10/2025	Date Requested: 04/24/2025
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other Consent	UNIVAR SOLUTIONS USA LLC Liquid Caustic Soda

RECOMMENDATION:

Mark Hall, Director of Utility Operations requests an Ordinance from the City of Ashland, Kentucky, authorizing Chuck D. Charles, Mayor, to enter into an agreement with Univar Solutions USA LLC., 4600 Dues Drive Cincinnati, Ohio 45246, for the purchase of Liquid Caustic Soda for one year, Divisions of Water Production and Wastewater Treatment, Department of Utility Operations

DISCUSSION:

Results from the bid on March 20th, 2025 –
Liquid Caustic Soda - \$1.077 per gal

FISCAL IMPACT:

Last year's price was –
Liquid Caustic Soda - \$1.1250 per gallon. A decrease of – 4.267%

All Low bids were accepted.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Teena Rucker
Teena Rucker

Recommended by:

Mark Hall
Mark Hall

Approved by:

City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY,
AUTHORIZING AND DIRECTING CHUCK D. CHARLES,
MAYOR, TO EXECUTE A CONTRACT WITH UNIVAR
SOLUTIONS USA INC. FOR THE PURCHASE OF LIQUID
CAUSTIC SODA AT A PRICE OF \$1.077 PER GALLON FOR
THE DEPARTMENT OF UTILITIES, DIVISIONS OF WATER
PRODUCTION AND WASTEWATER TREATMENT.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor, be and he is hereby authorized and directed to execute a contract between the City of Ashland, Kentucky and Univar Solutions USA Inc., 929 Nelson Place, Trenton, OH, for the purchase of liquid caustic soda in accordance with the bid of the company in an amount not to exceed those set forth in the attached contract. A copy of said contract is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: MARK HALL
DIRECTOR OF UTILITIES

\\ORDINANCE\Chemical.Univar

**PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER
PRODUCTION AND WASTEWATER TREATMENT, DEPARTMENT OF
UTILITY OPERATIONS.**

THIS CONTRACT made and entered into this _____ day of _____, 2025, by and between the **CITY OF ASHLAND, KENTUCKY**, a Municipal Corporation, hereinafter known as the **CITY**, acting by and through its Mayor, Chuck D. Charles, duly authorized thereunto, and **UNIVAR SOLUTIONS USA LLC, 4600 DUES DRIVE, CINCINNATI, OH 45246**, party of the second part, hereinafter known as the **COMPANY**.

WITNESSETH: That for and in consideration of the unit prices as listed on the bid form attached hereto to be paid by the **CITY** to the **COMPANY** as hereinafter contained and set forth, and in further consideration of the mutual covenants and agreements hereinafter contained and set forth, the **COMPANY** has agreed and does by these presents, hereby covenant, agree and bind itself to furnish and perform to and for the **CITY** all necessary supervision, labor, material, tools, equipment, (except as specified), services and all facilities required for the completion of this Contract for the City of Ashland, Department of Engineering and Utilities, all in accordance with the Bid of the **COMPANY** dated **MARCH 20, 2025**. Said specifications and Bid Form are attached hereto and made part of this Contract to all intents and purposes as though set out at length in words and figures herein.

COMPANY shall indemnify and hold the **CITY** harmless from any claim or cause of action arising out of **COMPANY'S** performance for the duration of this contract, and further, **COMPANY** assumes all costs of defending the **CITY** against any claims asserted, including attorney's fees.

PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, FOR THE DEPARTMENT OF UTILITY OPERATIONS.

COMPANY agrees to obtain and maintain in force at all times sufficient liability insurance to cover claims against the **CITY** and naming the **CITY** as an additional insured party. Further, **COMPANY** shall provide the **CITY** with evidence of insurance.

IN TESTIMONY OF ALL WHICH, the said **CITY** has caused its Corporate Name to be affixed by Chuck D. Charles, attested by Susan Maddix, City Clerk and its Corporate Seal to be hereunto affixed, and the **COMPANY** has caused its Corporate name to be hereunto subscribed in duplicate original copies, each party taking a copy, this the day and date first written. This contract will become effective May 1, 2025, and shall terminate on April 30, 2026.

CITY OF ASHLAND, KENTUCKY

BY _____
CHUCK D. CHARLES, MAYOR

ATTEST:

SUSAN MADDIX, CITY CLERK

UNIVAR SOLUTIONS USA LLC

BY _____

TITLE _____

DATE _____

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
LIQUID CAUSTIC SODA	60,000 GAL. 25%	\$ <u>1.077</u> / gal	\$ <u>64,620.00</u>	<u>\$1.077 gallon</u>	<u>3500 gllons</u>
PERACETIC ACID	180,000 LBS or APPROX 20000 GALLONS	\$ <u>X</u> / lb.	\$ <u>X</u>	<u>X</u>	<u>X</u>
ACTIVATED CARBON	(Price by Super Sack)	\$ <u>X</u> / lb.	\$ <u>X</u>	<u>X</u>	<u>X</u>
HYDROFLUOSILICIC ACID	24,000 GAL. - 1,000-1,100 Gal. Bulk	\$ <u>3.60</u> / gal	\$ <u>86,400.00</u>	<u>\$3.60 gallon</u>	<u>1000 gallons</u>
LIQUID POLYMER SEWER PLANT	3000 GALLONS	\$ <u>X</u> / gal.	\$ <u>X</u>	<u>X</u>	<u>X</u>
POTASSIUM PERMANGANATE	26,000 LBS	\$ <u>X</u> / lb.	\$ <u>X</u>	<u>X</u>	<u>X</u>
ALUMINUM SULFATE (Liquid)	55,000 Gallons Bulk by Truck	\$ <u>X</u> / gal.	\$ <u>X</u>	<u>X</u>	<u>X</u>

Name of Bidder: Univar Solutions USA LLC

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

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² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
POLY-ALUMINUM CHLORIDE (PAC)	110,000 GALLONS	\$ <u> X </u> / gal.	\$ <u> X </u>	<u> X </u>	<u> X </u>
SAND	10 TON	\$ <u> X </u> / lb.	\$ <u> X </u>	<u> X </u>	<u> X </u>
POLYMER, CATIONIC WATER PLANT	20 TON	\$ <u> X </u> / lb.	\$ <u> X </u>	<u> X </u>	<u> X </u>
SODIUM HYPOCHLORITE	64,000 GALLONS	\$ <u> X </u> / gal.	\$ <u> X </u>	<u> X </u>	<u> X </u>
LIQUID POLYMER WATER PLANT	3000 GALLONS	\$ <u> X </u> / gal.	\$ <u> X </u>	<u> X </u>	<u> X </u>

TOTAL BID AMOUNT \$ 151,020.00

NAME OF BIDDER: Univar Solutions USA LLC PHONE NO. 513-969-7393
SIGNATURE: *Shelley Riggle* TITLE: Municipal Specialist
PRINT NAME: Shelley Riggle DATE: 03/11/2025

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE.

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

*Also with the Peracetic Acid (PAA) you will need to Supply Equipment, Mobilization & Related Services.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
PERACETIC ACID (PAA)	180,000 LBS or APPROX 20000 GALLONS	\$ X / lb.	\$ X	X	X
*PAA Equipment Cost		\$ X	\$ X	X	X
*PAA Service Cost		\$ X	\$ X	X	X
*PAA Total Annual Cost			\$ X	X	X

Name of Bidder: Univar Solutions USA LLC

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

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³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
LIQUID CAUSTIC SODA	60,000 GAL. 25%	\$ _____ / gal.	\$ _____		
ACTIVATED CARBON	(Price by Super Sack)	\$ _____ / lb.	\$ _____		
HYDROFLUOSILICIC ACID	24,000 GAL. - 1,000- 1,100 Gal. Bulk	\$ _____ / gal.	\$ _____		
LIQUID POLYMER SEWER PLANT	3000 GALLONS	\$ _____ / gal.	\$ _____		
POTASSIUM PERMANGANATE	26,000 LBS	\$ _____ / lb.	\$ _____		
ALUMINUM SULFATE (Liquid)	55,000 Gallons Bulk by Truck	\$ _____ / gal.	\$ _____		

Name of Bidder: _____

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

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³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
POLY-ALUMINUM CHLORIDE (PAC)	110,000 GALLONS	\$ _____ / gal.	\$ _____	_____	_____
SAND	10 TON	\$ _____ / lb.	\$ _____	_____	_____
POLYMER, CATIONIC <i>WATER PLANT</i>	20 TON	\$ _____ / lb.	\$ _____	_____	_____
SODIUM HYPOCHLORITE	64,000 GALLONS	\$ _____ / gal.	\$ _____	_____	_____
LIQUID POLYMER <i>WATER PLANT</i>	3000 GALLONS	\$ _____ / gal.	\$ _____	_____	_____

TOTAL BID AMOUNT \$ _____

NAME OF BIDDER: _____ PHONE NO. _____

SIGNATURE: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE.

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

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*Also with the Peracetic Acid (PAA) you will need to Supply Equipment, Mobilization & Related Services.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
PERACETIC ACID (PAA)	180,000 LBS or APPROX 20000 GALLONS	\$ / lb. \$			
*PAA Equipment Cost		\$			
*PAA Service Cost		\$			
*PAA Total Annual Cost			\$		

Name of Bidder: _____

Date : 03-12-2025

To: **City of Ashland**
City Clerk – City Building
1700 Greenup Avenue
Ashland Kentucky 41105
“Sealed Bid”

RE: Invitation to Bid for Chemicals

To Whom It May Concern:

Univar Solutions is pleased to offer a price quote on your Chemical Bid Due: 03-20-2025 and has done so on the attached required bid paperwork.

Please contact myself with any questions regarding the bid and contracts.

Univar Solutions looks forward to hearing the results of your Chemical Bid.

Thank you,

Shelley Riggle

Shelley Riggle
Municipal Specialist
Univar Solutions
929 Nelson Place
Trenton Ohio 45067
M: 513-969-7393
shelley.riggle@univarsolutions.com
www.univarsolutions.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar Solutions. If Univar Solutions offer (pricing) was inclusive of these charges – they will be backed out of the “product” line item and shown as their own line item(s) at the time of billing.

NOTICE TO BIDDERS

Sealed bids will be received by the City of Ashland, Kentucky on the following item(s):

PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, DEPARTMENT OF UTILITY OPERATIONS.

Specifications and bid instructions may be seen and obtained in the Office of the Director of Engineering/Utilities, City Building, Ashland, Kentucky, during regular office hours or telephone (606) 385-3332.

Bids will be received by the City Clerk until **3:00 P.M., EST., March 20, 2025**. At **3:15 P.M., EST., March 20, 2025**, the bids will be opened and publicly read in the Commissioner's Chambers, Third Floor, City Building, 1700 Greenup Avenue, Ashland, Kentucky.

The City of Ashland through its City Manager, reserves the right to accept all or to reject all or any part of the bid should it be deemed to be in the best interest of the City of Ashland.

MARK HALL
DIRECTOR OF UTILITY OPERATIONS

PUBLISHED: Online at www.ashlandky.gov on March 5, 2025



Dear Prospective Bidder:

The City of Ashland appreciates your assistance in making a careful study of the specifications and contract documents for the purpose of offering suggestions as to contract periods, quantities, terms, detailed specifications, trade customs, etc., which you believe to be for the best interest of the City of Ashland.

In soliciting an interest on your part in reviewing our bidding forms, we believe closer cooperation will be developed between prospective bidders and the City of Ashland.

In the event you are unable to bid, we will appreciate your advising this office, in writing. Failure to do so will result in your name or firm being removed from our mailing list.

Sincerely,
City of Ashland
tlr

**SPECIFICATIONS - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND DIVISION OF WASTEWATER TREATMENT.**

LIQUID CAUSTIC SODA 25% - WATER TREATMENT

A. REQUIREMENTS

1. Caustic soda shall be of such clarity as to permit the reading of flow measuring devices without difficulty.
2. Temperature not to exceed 180° F. delivered.
Regular grade
Sodium Hydroxide (NaOH) minimum 49.5%
Sodium Oxide (Na₂O) minimum 38.4%
Other Material shall meet Food Chemical Codex grade requirements.
3. Shipments shall be made by tank trucks of stainless steel or of suitable material that will not be attacked by the contents of the liquid and shall not contain substances that will impair the usefulness or the material in treating municipal water supplies. **All truck shipments require a tri-axle or small tanker truck to be able to access the bulk tank gate.**
4. Shipments shall be made in tank trucks with a minimum capacity of 3,200 (three thousand two hundred) gallons. Weight certificates shall be supplied by both supplier and truck company. Shipments shall comply with Interstate Commerce Commission Regulations for markings. Shipments shall be delivered at the hours stated by the Director of Engineering and Utilities.
5. Liquid Caustic Soda to be furnished shall meet American Water Works Association Specification No. B 501-88. The manufacturer's affidavit of compliance shall be submitted with the bid.
6. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed

POWDERED ACTIVATED CARBON - WATER TREATMENT

A. REQUIREMENTS

1. The PAC is preferred to be a wood or coconut shell-based material that is chemically activated using phosphoric acid and/or by steam.
2. The PAC is to be a fine powder having:
3. A minimum 99% shall pass through a U.S. Standard Sieve #100.
4. A minimum 95% shall pass through a U.S. Standard Sieve #200.
5. A minimum 90% shall pass through a U.S. Standard Sieve #325.
6. PAC must meet ANSI/AWWA-B600-90 or newer standards.
7. PAC must meet NSF/ANSI Standard 61 Drinking Water System Components –Health Effects. The bidder shall supply a certification letter with the bid.
8. Iodine #800 mg/g minimum. The number shall be determined in accordance with ASTM Method D4607.

9. Bulk density of the PAC shall not be less than 0.2 g/cc (12.5 lb. /cu. ft.) nor greater than 0.5 g/cc (31.2 lb. /cu. ft.).
10. Moisture 8% maximum.
11. PAC shall have an ash content of less than 10%. Include on bid the typical ash content of the product submitted. The ash content will be used to evaluate the pricing of the different products bid.
12. Affidavits of compliance shall be furnished with the bid submitted.
13. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

THE FOLLOWING ITEMS MUST BE INCLUDED WITH BID SUBMITTED

1. BASE MATERIAL AND THE ACTIVATION PROCESS
AND THE SPECIFIC ASH CONTENT OF THE PRODUCT SUBMITTED
2. IODINE NUMBER
3. BULK DENSITY RANGE
4. PARTICLE SIZE THROUGH SIEVES
5. CERTIFICATION LETTER WITH THE BID
6. AFFIDAVITS OF COMPLIANCE SHALL BE FURNISHED WITH THE BID SUBMITTED.
7. GIVE LEAD TIME IN DAYS FOR ORDERS TO BE DELIVRED TO OUR FACILITY.

HYDROFLUOSILICIC ACID - WATER TREATMENT

A. REQUIREMENTS

1. Hydrofluosilicic Acid shall meet the following maximum and minimum chemical percentages by weight:

Hydrofluosilicic acid	H ₂ SiF ₆	23.0 minimum
Arsenic	As	0.025 max.
Antimony	Sb	0.005 max.
Lead	Pb	0.01 max.
Iodine	I	0.025 max.
Organic mineral		Nil

Commercial strength shall be 23-27 percent H₂SiF₆.
Odor shall be sufficient to identify type of material in use.

2. Hydrofluosilicic Acid shall be delivered bulk in 1,000-1,100 gallons (2" female coupling) with packaging and shipping conforming to current Interstate Commerce Commission Regulations. Delivery must be 1 -2 weeks maximum. Hydrofluosilicic Acid shall meet and conform to American Water Works Association Specification B703-89. A dependable source of supply shall be a contributing factor in the award of the bid. Manufacturer's affidavit of compliance shall be submitted with the bid.
PH of 1% solution shall be 1.2
Density of a 25% solution shall be 10.3 lb./gal/

LIQUID POLYMER FLOCCULENT - SEWAGE TREATMENT

A. REQUIREMENTS

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Wastewater Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

POTASSIUM PERMANGANATE FOR WATER AND SEWAGE TREATMENT

A. REQUIREMENTS

1. Potassium Permanganate shall be of a material meeting American Water Works Association Specification B 603-88.
2. Potassium Permanganate (KMnO_4) shall consist of dark purple or bronze-like rhombic crystals. The free-flowing grade desired may have some other color (commonly grayish hue) from the free-flowing additive.

Specific Gravity 2.7

Bulk Density 90-100 pounds per cubic foot

Solubility in distilled water at 0°Centigrade - 2.5%, at 25° Centigrade 7.8% and 50% at 100°

Grade Desired - Free Flowing

3. The manufacturer or vendor shall provide an affidavit of compliance that the material furnished complies with all applicable requirements of this standard.
4. The material supplied shall contain no impurities, organic or inorganic - that will produce ill effects on the health of consumers. Should the material supplied not meet the chemical or physical requirements of this standard, notice shall be given to the vendor within the thirty (30) days after receipt of the material. Vendor shall then remove the product from the premises and shall make full bid price restoration within thirty (30) days to the City of Ashland. Liquidated damages may also be assessed.

5. Physical Requirements of the material include the following. The free-flowing grade shall not form lumps in the package that cannot be easily broken up by rubbing between the fingers with minimal pressure and shall have no other characteristics that will prevent its use in dry -type feeders. No more than fifteen percent (15%) by weight shall pass through a 200-mesh screen and no more than twenty percent (20%) by weight shall be retained on a 40-mesh screen.
6. Chemical requirements of the $KMnO_4$ in the material furnished shall not be less than ninety-seven percent (97%) by weight.
7. Material shall be shipped in non-returnable 50-lb. - 60-lb. containers.
8. Each container shall be marked and identified as to product, grade, assay, net weight, name of manufacturer and brand name of material lot number of the manufacturer and all markings shall conform to Interstate Commerce Commission regulations in effect at the time of delivery. Delivery shall be on trucks with hydraulic tailgates.
9. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID ALUMINUM SULFATE -WATER TREATMENT

A. REQUIREMENTS

1. Liquid Aluminum Sulfate shall meet the following maximum and minimum chemical specifications:

Specific Gravity @ 60F: 1.33 min.

Baume scale density @ 60F: 36

Basicity: 2.0

% Aluminum Oxide (A1203): 8.0 min.

Iron content (ppm): 13

% Insoluble: nil

Grade: The liquid aluminum sulfate shall be a "commercial grade" meeting the above description. It shall conform to the requirements of AWWA B403-03 regulation and these specifications.

2. Delivery: Shipments of liquid aluminum sulfate shall comply with applicable DOT regulations for marking. Any evidence of contamination or failure to meet product specification shall be cause for rejection of delivery. Delivery shall be a maximum of 4,500 gallons and delivered via 2" diameter pipe w/female coupling, (plant has male coupling).

POLY-ALUMINUM CHLORIDE (PAC) – WATER TREATMENT

A. REQUIREMENTS

1. Shipping (Delivery) - 4500 gallons by truck, capable of delivering (by pumping) via 2" diameter pipe, w/female coupler. Plant has male connector. Chemical shall be delivered no more than 7 (seven) calendar days after order has been placed. Written notification (emails are acceptable) of order is required from vendor once order is received.
2. Physical Properties:
 - a. PAC shall be in liquid form
 - b. Specific Gravity 1.2 minimum +/- 0.010
 - c. Solubility - 100%
 - d. % Grade - 40% minimum
 - e. Ph - 2 - 2.5 +/- 0.5
 - f. Viscosity - 5 - 250 Centistokes at 25 degrees Celsius

- g. Stability - will not self polymerize or decompose at normal temperatures
- h. 12.5 Aluminum Oxide
- i. 70% Basicity

SAND - WATER TREATMENT

A. Requirements

50 lb. bags of Micro Silica Sand – Grade 65
Shipment in pallets.

POLYMER – WATER TREATMENT

A. Requirements

1. Shipment – 50 lb. bags on pallets, cationic. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

SODIUM HYPOCHLORITE- WATER TREATMENT

A. Requirements

1. 12% Solution - Specific Gravity 1.22
Bulk Shipments, 4500 gallons, 2" female coupling. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID POLYMER FLOCCULENT for WATER TREATMENT Sludge Press

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Water Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

PERACETIC ACID-SEWAGE TREATMENT

1. Must be a 15% solution.
2. Must be shipped in 3,000 lb. totes.
3. Must provide equipment such as two 330-gallon Tote Containment Units PAK735 with dual tote manifold, or equivalent equipment prior to first delivery.
4. Estimated annual consumption is 20,000 gallons.
5. *Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

***Also, with the Peracetic Acid (PAA) You will need to supply the following:**

6. *Equipment - Qty 1, Handheld PAA analyzer. – Qty 1, Dual (2) Pump equipped skid for PAA feed into the effluent, injection point & repair parts. The skid shall include duty & redundant peristaltic pumps, wiring, piping, valves, fittings & appurtenances. Qty. 2 330 Tote Containment Units with multiple-tote system manifolds.
7. *Services – PAA System Installation, Start-up & maintenance. PAA System Operational Training, maintenance training and dosage optimization training.

INSURANCE REQUIREMENTS

Each prospective bidder shall carry liability Insurance and Workman's Compensation as regulated by the Federal government for the Chemical Industry. As proof of carriage of the insurance shall be included with the Bid. Insurance shall include a provision automatically reinstating the limits after each accident or claim for damages.

ALL CHEMICAL ITEMS LISTED

The successful manufacturer or distributor shall furnish Water and Sewage Treatment Plant Personnel Material Data and Safety Sheets on all materials furnished under this contract. Material Data and Safety Sheets shall be the latest data available on the product to be furnished.

BILLING REQUIREMENTS

All invoices must be billed in the same measurement that the chemical was originally bid. All original invoices must be mailed to the attention of Finance Department, along with a copy immediately emailed to the Department/Division making the purchase. Below are the phone numbers and emails:

Water Plant at phone # 606-385-3200, bstambaugh@ashlandkv.gov

Wastewater Plant at phone # 606-385-3204, jmcfarlin@ashlandkv.gov

CITY OF ASHLAND, KENTUCKY, INFORMATION – PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, DEPARTMENT OF PUBLIC SERVICES AND UTILITY OPERATIONS.

The Contractor shall file all notices required by, and comply with, all applicable federal, state, or local laws, ordinances, codes, regulations, and guidelines and shall at his own expense secure and pay the fees or charges for all permits required for the performance of the Contract work.

The Contractor shall be responsible for all damages to persons or property that the work and shall be responsible for the proper care and protection of all work performed until full completion and final acceptance by the City of Ashland. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.

During the performance of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. No officer, employee, or member of the governing body of the City of Ashland who exercises any function or responsibility in connection with the carrying out of this project shall have any private interest, direct or indirect, with this contract.

The City of Ashland shall have the right to inspect the work at all times and at the completion thereof.

**CITY OF ASHLAND, KENTUCKY, INFORMATION -- PURCHASE OF BULK
CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND
WASTEWATER TREATMENT, DEPARTMENT OF PUBLIC SERVICES AND
UTILITY OPERATIONS.
CONTINUED**

The work which the Contractor is required to perform under this contract, shall be started within ten (10) days after receipt of written notice. The contractor shall be responsible to the City for all signs, barricades, etc. that belong to the City.

The City of Ashland may terminate this agreement at any time, without liability except for payment of amounts to which it reasonably believes the Contractor is properly entitled. If the City believes, the Contractor has not fully satisfied any of the terms and conditions, no payment shall be made. In the event of such termination, the Contractor shall immediately cease work and shall evacuate the premises without order of any court.

The foregoing specifications shall be made a part of the contract as fully as if written in words or figures therein and shall be made a part of this contract.

Each prospective bidder shall return the entire bid package which includes their bid. All forms within the bid packet must be fully completed. Failure to provide all of the information can result in the bid being considered as non-responsive. In addition, failure to provide a performance bond within 10 calendar days after notice of the award will result in forfeiture of the bid bond or certified check.

All work performed under these specifications shall be approved by the City of Ashland's Director of Utility Operations before payment is made. No partial payments shall be made. Upon completion of the Contract, an invoice shall be submitted. Upon approval from the Board of Commissioners, payment shall be made within a timely manner.

Any questions as to these specifications shall be addressed to Mark Hall,
Director of Utility Operations (606) 385-3332

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 1)

1. All bids shall be accompanied by a ~~BID BOND or CERTIFIED CHECK~~ in the amount of ten (10%) of the bid, in favor of the City of Ashland. Bonds shall be issued by a responsible surety company licensed to do business in the Commonwealth of Kentucky. Certified checks shall be made payable to the ~~CITY OF ASHLAND~~. Failure to comply with this requirement **SHALL** result in the rejection of the bid.

~~The checks and bonds of the unsuccessful bidders shall be returned as soon as practical after the award of the contracts.~~

~~Successful bidders will be required to furnish contract surety in the form of a PERFORMANCE BOND and PAYMENT BOND in an amount equal to one hundred (100%) percent of the total amount of the contract. If the bid is accepted, a contract shall be entered into, and the performance bond and payment bond secured within ten (10) days after written notice of acceptance is sent.~~

2. Bids shall be made out and signed in the corporate or other name of the bidder and shall be fully executed by an authorized person.

3. Bids shall be submitted on the Bid Forms contained within the bid packet. Bid forms shall not be altered in any way. Alternate bids will not be accepted unless called for in the bid. Should the bidder desire to submit two or more bids for the same project, each bid shall be submitted separately and thus completely independent of each other. If a bidder is unable to bid on a particular item, write "No Bid" on that line.

4. Bids received later than the time and date specified will not be considered. Also, amendments to or withdrawals of bids received later than the time and date set for the bid opening will not be considered. Bids received after the bid opening shall not be considered and will be returned unopened to the bidder.

5. The entire bid packet, including the completed bid form, shall be submitted in an enclosed SEALED envelope with the bidder's name and address in the upper left-hand corner.

All bids shall be marked "SEALED BID" with the date and hour of the bid opening and the specific material or service bid is to be placed on the outside of the envelope in the lower left-hand corner. All bids shall be addressed to the CITY CLERK, City of Ashland, Room 403, 1700 Greenup Avenue, P. O. Box 1839, Ashland, Kentucky 41105-1839.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 2)

6. Bidders or their representatives may be present at the bid opening.
7. The Director of Utility Operations reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.
8. The Director of Utility Operations reserves the right to correct any award erroneously made as a result of a clerical error on the part of the City of Ashland.
9. Bids received sealed with any kind of **TAPE** shall not be accepted. To be considered, all bids shall be **SEALED**.
10. The City of Ashland reserves the right to hold all bids for a period of forty-five (45) days from the date of the bid opening.
11. All prices for material, equipment, supplies, apparatus, etc., shall be F.O.B., Ashland, Kentucky at the designated places of delivery.
12. Prospective bidders shall comply with the President's Executive Order No's. 11246 and 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin, Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, Contract Work Hours Standards Act, 40CFR 35.936 F, and all other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods, or services called for in these documents.
13. All bidders shall certify that they do not and will not maintain or provide for their employee's facilities which are segregated or biased based on race, color, creed, or national origin, and that they will make positive effort to use small and minority owned businesses in the performance of the contract.
14. All bidders shall receive, upon request, a tabulation of the bids once a decision has been reached and approved to award bid to the successful bidder. The tabulation is not available on the date of the bid opening.
15. All bids shall include adequate information, brochures, latest printed detailed specifications, and advertising literature describing the commodity or service offered to permit ready comparison with City specifications on an item-by-item basis.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 3)

16. The City of Ashland, through its City Manager, reserves the right to accept or to reject any or all bids. The City also reserves the right to award bids whole or in part when it is deemed to be in the best interest of the City of Ashland.

17. Specifications and full information for bidders may be seen and obtained at the Office of Engineering and Utilities, 1700 Greenup Avenue, Room 408, Ashland, KY. Questions concerning all or any part of the Bid Package shall be addressed to the Director of Utility Operations, P. O. Box 1839, 1700 Greenup Avenue, Ashland, Kentucky 41105-1839, or phone (606) 385-3275.

18. It is recommended that bidders keep a copy of the Bid Package submitted.

19. Preference will be given by the City of Ashland to the lowest responsible bidder furnishing products made and assembled in the continental United States of America. Where the price of an acceptable American-made product is within five percent (5%) of a non-American-made product, the bid award will be made to the domestic manufacturer.

20. Any bidder submitting an alternate bid or proposal when alternate bids or proposals have not been requested shall have his or her bid rejected as non-responsive.

21. Any bidder submitting a bid incorporating two (2) or more prices for an item or group of items – unless such method of pricing is requested on the Bid Form – or which imposes conditions for acceptance other than those established in the specifications shall have the bid rejected.

22. Manufacturer's catalog numbers, trade names, etc., if shown herein are for descriptive purposes only and are to guide the prospective bidder in determining the standard or quality, design, and performance desired and shall not be construed to exclude other types of commodities and / or service. Any exceptions taken to specifications shall be listed and described on a separate sheet with the various increase or decrease in price clearly stated.

23. All bids shall be signed by the bidder or an authorized representative. Unsigned bids shall not be considered. Facsimile copies shall not be submitted and will not be considered.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 4)

24. All equipment furnished shall be in full compliance with Office of Safety and Health Administration regulations in effect at the time of shipment. In addition, equipment and all chemicals must include all paperwork including any Material Safety Data Sheets and be labeled accordingly.
25. The City of Ashland is exempt from all Commonwealth of Kentucky Sales Taxes and Federal Excise Taxes.
26. The signature of the bidder or his authorized representative shall be considered as in acceptance and compliance with all terms and conditions contained and set out in this bid package.
27. Each bidder shall return the original bid package – intact – with all forms, materials, etc. attached. All signatures shall be original.
28. Any literature, forms or items requested in the bid package shall be original material and shall be unaltered.
29. Licensed bidders shall submit a copy of their business license with the bid. Unlicensed bidders shall complete the business license application in the bid packet and return the application with the appropriate fee as part of the bid packet. The forms are included in this bid packet. The City may consider any unlicensed bidder failing to meet this condition as an unresponsive bidder.
30. The City of Ashland passed an Occupational License Fee – Ordinance 28, 1999. Each bidder shall be required to follow the guidelines as stated therein. The Occupational License Fee is effective as of July 1, 1999. The forms are included in this bid packet.
31. The bidders acknowledge that Boyd Circuit Court shall have jurisdiction over disputes that might arise relating to the bidder with which the City enters into an agreement for these services.
32. The City of Ashland reserves the right to hold the successful bidder's Bid Bond / Certified Check for single purchase items. The Bid Bond / Certified Check will be returned after successful fulfillment of bid has verified.

BIDDING QUALIFICATIONS

Pursuant to City of Ashland Ordinance No. 49, Series of 2023, as amended, I, Tony D. Grubb, City Manager of the City of Ashland, Kentucky do hereby designate that the form attached hereto as Exhibit 1 to be utilized by all bidders/vendors seeking qualification or prequalification to bid on contracts to be awarded by the City of Ashland. The information shall be utilized to determine the bidder's/vendor's qualification to bid based upon the bidder's/vendor's ability and capacity to perform contracts on a timely basis; the bidder's/vendor's character, reputation, integrity and expertise; the bidder's/vendor's satisfactory performance on previous contracts with the City of Ashland; and the bidder's/vendor's satisfactory performance on previous contracts with other governmental entities.

Evaluated bids may give preference in the award of contracts to bidders/vendors whose bid is not more than fifteen percent (15%) in excess of the lowest bid received and that have met at least seventy percent (70%) of the evaluated bid criteria as shown on Exhibit 2 attached hereto and incorporated by reference herein.

This 29th day of January, 2025.



Tony Grubb
City Manager
City of Ashland
P. O. Box 1839
Ashland, KY 41105-1839

EXHIBIT 2
EVALUATED BID CRITERIA

1. Bidder/Vendor has a written safety and health program that includes training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures. ✓
2. Bidder/Vendor has a substance abuse program that includes testing and treatment. ✓
3. Bidder/Vendor has its principal place of business within the city limits of Ashland. ✓
4. Bidder/Vendor has its principal place of business within the territorial limits of Boyd County, Kentucky. ✓
5. Bidder/Vendor has successfully completed at least two (2) projects of comparable size, complexity, and cost within the past five (5) years. ✓
6. Bidder/Vendor has previously satisfactorily completed at least two (2) contracts for the City of Ashland. ✓
7. Bidder/Vendor has a workers' compensation E-Mod factor of 1.0 or less. ✓
8. Bidder/Vendor has a bank credit reference sufficient for a project of this size. ✓
9. All sub-contractors identified by vendor as doing work on the project are qualified to bid on City of Ashland projects. ✓
10. Bidder/Vendor has written procedures to ensure compliance with current federal and state wage and hour laws, including employee eligibility to work and has a policy which provides equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veterans, or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment. ✓

EXHIBIT 1

BIDDER/VENDOR PRE-QUALIFICATION DISCLOSURE STATEMENT

1. Bidder/Vendor Information Univar Solutions USA LLC
Name: Shelley Riggle
Type of Entity: LLC
Contact Person: Shelley Riggle
Principal Office Address: 4600 Dues Drive Cincinnati Ohio 45246
Phone Number: 513-969-7393
E-mail Address for Contact Person: shelley.riggle@univarsolutions.com
Federal Tax ID#: 91-1347935
If Corporation or Limited Liability
Company, State of Incorporation Washington
2. Provide a description of your experience with significant projects of your company within the past five (5) years and provide contact information for the owner's representative for all such projects. See Attached
3. Provide documentation from projects during the past five years detailing timeliness of performance, quality of work, extension requests, findings, fines and penalties imposed and payment thereof, including liquidated damages, liens, history of claims for extra work, and contract defaults with explanations of same. See Attached
4. Have you ever failed to complete any job awarded to you? If so, indicate where and why.
No
5. Have you ever defaulted on a contract? If so, indicate where and why.
No

6. Has your company had any suspension or revocation of any professional licenses of any director, officer, owner or managerial employee to the extent that any such licensure is necessary to perform the work contemplated by the contract?

No ☒ Yes _____ If yes, explain _____

7. List all directors, officers, project managers and superintendents of your company with names and addresses.

See Attached

8. Has your company been involved in litigation in which it has been named as a defendant or third-party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years? If so, please include copies of all pleadings.

No ☒ Yes _____ If yes, explain _____

9. Has your company been involved in litigation in which it was a Defendant or Third-Party Defendant in an action involving a breach of contract for failure to perform as contracted or within like manner.

No ☒ Yes _____ If yes, explain _____

10. Has your company, any of its high-level management personnel, or any of its owners been convicted of a federal or state criminal offense, including embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property?

No ☒ Yes _____ If yes, explain _____

11. Has your company, any of its high-level management personnel, or any of its owners been convicted of a criminal offense in connection with obtaining, attempting to obtain, and/or performing any public or private contract?

No ☒ Yes _____ If yes, explain _____

12. Has your company, its officers, directors, owners and/or managerial employees been convicted or indicted for any crime within the past five years? This includes previous companies in which current principals of your company or subcontractors were affiliated.

No ☒ Yes _____ If yes, explain _____

13. Has your company had a performance bond canceled or had a claim made on a performance bond over the previous five years?

No ☒ Yes _____ If yes, explain _____

14. Does your company have a written substance abuse program that includes testing and treatment?

No _____ Yes ☒ If yes, please provide a description of the same or a copy of the Table of Contents for that program.

15. Does your company have a written safety and health program that includes, but is not limited to training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures?

No _____ Yes ☒ If yes, please provide a description or copies of the Table of Contents for written job site safety programs and current workers' compensation E-Mod factor.

16. Please list all job site citations received within the past five years from OSHA, KYOSH, DOT and/or EPA. N/A

17. Please state whether the bidder or any officer, director, or management employees has been debarred or suspended by any federal, state or local government agency within the last five years. N/A

18. Please list your bank credit reference: See Attached

19. Will you, upon request, supply a detailed financial statement and furnish any other financial information that may be required by the City of Ashland?

No Yes ✓

20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the City of Ashland in verification of the statements made comprising this State of Bidder's Qualifications.

Dated on this 5th day of March, 2025.

Univar Solutions USA LLC

NAME OF BIDDER

Shelley Riggle

BY

Municipal Specialist

TITLE

State of Ohio

County of Butler

Shelley Riggle, being duly sworn, deposes and
says that he she is Municipal Specialist of Univar
answers to the foregoing questions and all statements contained therein are true and correct. Solutions
USA LLC

Subscribed, sworn to and acknowledged before me this 5th day of March
20 25.



Raise Holiday-Henry
NOTARY OF PUBLIC

My commissioner expires: 11/16/2025

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Ohio COUNTY OF Butler

Shelley Riggle, being first duly sworn, deposes
and says that:

(1) He or She is Municipal Specialist

(OWNER, PARTNER, REPRESENTATIVE OR AGENT)
of Univar, the bidder
that has submitted the attached bid;
Solutions
USA LLC

(2) He or She is fully informed respecting the preparation and contents of
the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents
or representatives, employees or parties in interest, including the affinity has in
any way colluded, conspired, connived or agree, directly or indirectly with any
other Bidder, firm, or person to submit a collusive or sham Bid in connection with
such Contract, or has in any manner, directly or indirectly, sought by agreement
or collusion or communication or conference with any other Bidder, firm, or
person to fix the price or prices in the attached Bid or of any other Bidder, or to fix
any overhead, profit or cost element of the Bid price or the Bid price of any other
Bidder, or to secure through any collusion, conspiracy, connivance or unlawful
agreement any advantage against the City of Ashland or any person interested in
the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and
are not tainted by any collusion, conspiracy, connivance, or unlawful agreement
on the part of the Bidder or any of its agents, representatives, owners,
employees, or parties, including this affiant.



SIGNED

TITLE

Shelley Riggle

Municipal Specialist

Subscribed and sworn to before me this 5th day of March, of
this year 2025.

Roise Holiday-Henry
(NAME)

Municipal Bid Specialist
(TITLE)

MY COMMISSION EXPIRES: November 16, 2025.

**STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION
REGULATIONS**

The undersigned, as bidder, certifies that he/she and his/her company will not discriminate against any person regarding age, sex, race, religion, national origin, or creed, in accordance with the President's Executive Order Numbers 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods or services called for in these Bid Documents.

The bidder also certifies that they do not and will not maintain or provide for their employees any facilities that are segregated and that they will make positive effort to use small and minority owned businesses in the performance of this contract.

COMPANY NAME Univar Solutions USA LLC

SIGNED *Shelley Riggs*

TITLE Municipal Specialist

DATE 03-05-2025

RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

The Contractor shall indemnify and save harmless the City, the Engineer and sub consultants and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on construction or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for the City's protection.

In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

Univar Univar Solutions USA LLC
Solutions
COMPANY NAME
USA LLC

Shelley Riggle
SIGNED

Municipal Specialist
TITLE

03-05-2026
DATE

APPLICATION FOR BUSINESS PRIVILEGE AND OCCUPATIONAL LICENSE FEE

Please answer **ALL** questions fully.

1. Business or Individual Name: _____

2. Will you have a Physical Location Within Ashland City Limits? Yes _____ No _____

3. Business Location (Within City Limits): _____

4. Business Location (Physical Address): _____

5. Business Mailing Address: _____

6. Telephone Numbers (include area code): Business: _____ Fax: _____

7. E-mail address: _____

8. Ownership: _____ Sole Proprietor _____ Partnership _____ Limited Liability
_____ Corporation _____ S. Corporation _____ Other

9. Name and home address of owner(s), partners, or if a corporation, list Officers and Titles (attach additional pages if necessary):

10. Federal Tax I.D. #: _____ and / or Social Security Number: _____

11. Nature or description of business: _____

12. Do you have subcontractors or any other contract labor? _____ If yes, please attach a detailed listing.

13. Date business started in Ashland: _____ Number of employees working in Ashland: _____

14. Accounting period per Federal Return: _____ Calendar Year _____ Fiscal Year (Month and Date)

15. Contact Information:

Business License & Net Profit Contact

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Payroll Tax Contact (If Applicable)

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

CONTINUE ON REVERSE SIDE

New License fees shall be prorated as follows for the first year of business only:

Application Month	Fee
January, February, March	\$100.00
April, May, June	\$75.00
July, August, September	\$50.00
October, November, December	\$25.00
Other Fees	
Late Filing Fee	\$50.00
Additional Location Fee	\$10.00

All information contained on this application is necessary for our records and will be held in strict confidence.

Issuance of this City of Ashland Business Privilege License provides a license to conduct business within the City Limits of Ashland only and does not constitute an approval of any location selected for your business. A copy of this application will be provided to the City's Code Enforcement Office, Zoning Office and Fire Inspectors. A Fire Inspector will be in contact with the applicant; however, it shall be the responsibility of the Applicant, upon selection of a physical location for this business, to contact the Fire Inspectors for a premise inspection to ensure the location meets the established codes for public buildings. Any necessary changes or updates needed to meet applicable code shall be completed in a timely manner as determined by the Fire Inspector. Failure to comply with required inspections and obtain necessary permits may result in additional fines and possible closure until such zoning and safety issues are resolved.

I hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief and I agree to the terms set forth above for a physical location in the City of Ashland.

Authorized Signature: _____ Title: _____ Date: _____

Amount of payment enclosed: \$ _____ Check #: _____

IF PAYING BY CREDIT CARD, COMPLETE BELOW.					
☐	☐	☐	☐	CREDIT CARD NUMBER	AMOUNT SEC CODE
				EXP DATE	PRINTED NAME
SIGNATURE				ZIP CODE	

FOR INTERNAL USE ONLY

Account Number: _____ Assigned By: _____ Date: _____

Zoning / Code Enforcement Approval: _____ Date: _____

Police Chief Approval: _____ Date: _____

Fire Approval: _____ Date: _____

Rev. 1/14/2022

Caustic Soda Diaphragm Grade 25%

Specifications

PROPERTIES	PARAMETERS
NaOH, % wt.	23.0 – 27.0
Na ₂ O, % wt.	17.4 – 21.3
NaCl, % wt.	0.55 max
Na ₂ CO ₃ , % wt.	0.1 max.
NaClO ₃ , %wt	0.2 max.
Na ₂ SO ₄ , % wt.	0.0375 max.
Fe, ppm	5.0 max

UTDS-0445 - Caustic Soda Diaphragm Grade 25% - 04-14- 2021

Consult the SDS for additional information. All information is based on data obtained from the manufacturer or other recognized technical sources. The information is believed to be accurate. Univar Solutions USA Inc. ("Univar") makes no representation or warranty, express, or implied, concerning the accuracy or sufficiency of the information. Univar Solutions is not liable for any damages resulting from the use or non-use of the information. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at univarsolutions.com or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product.

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Tech data sheet



Hydrofluorosilicic Acid

Product details

- This product is typically water white meeting both the AWWA Standard B703a-19 and the NSF/ANSI Standard 60 for Fluorosilicic Acid.
- It is a solution with a less than 100 units (APHA) in accordance with method 2120B, visual comparison method.

Specifications

PROPERTIES	PARAMETERS
Assay (H ₂ SiF ₆), %	23.00 Min.
Fluorine (F), %	16.72 to 19.72
Arsenic, %	0.25 Max.
Phosphorus	0.1 Max.
Antimony, %	0.005 Max.
Lead, %	0.01 Max.
Lead Sulfate, %	0.5 Max.
Organic Mineral	Nil
Heavy Metals such as Mercury, Iron, Lead, Bismuth, and Copper (Pb), %	0.02 Max.
Hydrofluoric Acid (HF), %	1.00 Max.
Specific Gravity for 23% @ 70°F	1-19 -1.22
Boiling Point for 23%, °F	222.5
Freezing Point for 23%, °F	4
Molecular Weight	144.08
Weight per Gallon for 23%, lbs./gal.	10.17

UTDS – 0078 Hydrofluorosilicic Acid 01-27-2022

Consult the SDS for additional information. All information is based on data obtained from the manufacturer or other recognized technical sources. The information is believed to be accurate. Univar Solutions USA Inc. ("Univar") makes no representation or warranty, express, or implied, concerning the accuracy or sufficiency of the information. Univar Solutions is not liable for any damages resulting from the use or non-use of the information. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at univarsolutions.com or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product.

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Safety Data Sheet

Version 1.6

Revision Date: 01/26/2023

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : UNIVAR CAUSTIC SODA 25%

Recommended use of the chemical and restrictions on use

Recommended use : Industrial chemical

Manufacturer or supplier's details

Company : Univar Solutions USA, Inc.
Address : 3075 Highland Pkwy Suite 200
Downers Grove, IL 60515
United States of America (USA)

Emergency telephone number:

Transport North America: CHEMTREC (1-800-424-9300)
CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
E-mail: SDSNA@univarsolutions.com
SDS Requests: 1-855-429-2661
Website: www.univarsolutions.com

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Corrosive to metals : Category 1

Skin corrosion : Category 1A

Serious eye damage : Category 1

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : H290 May be corrosive to metals.
H314 Causes severe skin burns and eye damage.

Precautionary statements : **Prevention:**
P234 Keep only in original container.
P264 Wash skin thoroughly after handling.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately

Safety Data Sheet

Version 1.6

Revision Date: 01/26/2023

all contaminated clothing. Rinse skin with water/ shower.
P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/ doctor.
P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.
P363 Wash contaminated clothing before reuse.
P390 Absorb spillage to prevent material damage.
Storage:
P405 Store locked up.
P406 Store in corrosive resistant container with a resistant inner liner.
Disposal:
P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
1310-73-2	Sodium hydroxide	20 - 30

Actual concentration is withheld as a trade secret
Any Concentration shown as a range is due to batch variation.

Synonyms : Sodium Hydroxide,

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.

In case of skin contact : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.
If on skin, rinse well with water.
If on clothes, remove clothes.

In case of eye contact : Small amounts splashed into eyes can cause irreversible tis-

Safety Data Sheet

Version 1.6

Revision Date: 01/26/2023

- | | |
|--------------|---|
| | <p>sue damage and blindness.
 In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
 Continue rinsing eyes during transport to hospital.
 Remove contact lenses.
 Protect unharmed eye.
 Keep eye wide open while rinsing.
 If eye irritation persists, consult a specialist.
 Take victim immediately to hospital.</p> |
| If swallowed | <p>Keep respiratory tract clear.
 Do not induce vomiting without medical advice.
 Do not give milk or alcoholic beverages.
 Never give anything by mouth to an unconscious person.
 If symptoms persist, call a physician.
 Take victim immediately to hospital.</p> |

SECTION 5. FIREFIGHTING MEASURES

- | | |
|---|---|
| Suitable extinguishing media | : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. |
| Unsuitable extinguishing media | : High volume water jet |
| Specific hazards during fire-fighting | : Do not allow run-off from fire fighting to enter drains or water courses. |
| Hazardous combustion products | : No hazardous combustion products are known |
| Further information | : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. |
| Special protective equipment for firefighters | : Wear self-contained breathing apparatus for firefighting if necessary. |

SECTION 6. ACCIDENTAL RELEASE MEASURES

- | | |
|---|---|
| Personal precautions, protective equipment and emergency procedures | : Use personal protective equipment. |
| Environmental precautions | : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities. |
| Methods and materials for | : Neutralise with acid. |

Safety Data Sheet

Version 1.6

Revision Date: 01/26/2023

containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on protection against fire and explosion : Normal measures for preventive fire protection.

Advice on safe handling : Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
To avoid spills during handling keep bottle on a metal tray.
Dispose of rinse water in accordance with local and national regulations.

Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
1310-73-2	Sodium hydroxide	C	2 mg/m ³	ACGIH
		C	2 mg/m ³	NIOSH REL
		TWA	2 mg/m ³	OSHA Z-1
		C	2 mg/m ³	OSHA P0
		C	2 mg/m ³	CAL PEL

Personal protective equipment

Respiratory protection : General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Safety Data Sheet

Version 1.6

Revision Date: 01/26/2023

Hand protection

Remarks	: The suitability for a specific workplace should be discussed with the producers of the protective gloves.
Eye protection	: Eye wash bottle with pure water Tightly fitting safety goggles Wear face-shield and protective suit for abnormal processing problems.
Skin and body protection	: Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place.
Hygiene measures	: When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Colour	: colourless
Odour	: odorless
Odour Threshold	: No data available
pH	: 14 @ 20 - 25 °C (68 - 77 °F)
Freezing Point	: No data available
Boiling Point	: No data available
Flash point	: 94 °C (201 °F) No data available
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: No data available
Relative vapour density	: No data available
Relative density	: 1.27 - 1.28 @ 20 - 25 °C (68 - 77 °F) Reference substance: (water = 1)

SDS Number: 100000038904

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Density	: No data available
Water solubility	: No data available
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No dangerous reaction known under conditions of normal use.
Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: No data available
Incompatible materials	: Acids Halogenated compounds Metals organic nitro compounds Zinc

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Components:

1310-73-2:

Acute oral toxicity : LD50 (Rabbit): 325 mg/kg

Skin corrosion/irritation

Components:

1310-73-2:

Species: Rabbit

Result: Causes severe burns.

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Serious eye damage/eye irritation

Components:

1310-73-2:

Species: Rabbit

Result: Risk of serious damage to eyes.

Carcinogenicity

IARC

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Further information

Product:

Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects

Product:

Ozone-Depletion Potential

: Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological infor-

: No data available

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mation

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues

: Do not dispose of waste into sewer.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Send to a licensed waste management company.

Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922

Contaminated packaging

: Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):

UN1824, Sodium hydroxide solution, 8, II

IATA (International Air Transport Association):

UN1824, Sodium hydroxide solution, 8, II

IMDG (International Maritime Dangerous Goods):

UN1824, SODIUM HYDROXIDE SOLUTION, 8, II, Flash Point: 94 °C (201 °F)

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Sodium hydroxide	1310-73-2	1000	3921

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards

: Corrosive to metals
Skin corrosion or irritation
Serious eye damage or eye irritation

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SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCMII Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

1310-73-2 Sodium hydroxide

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

1310-73-2 Sodium hydroxide

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

1310-73-2 Sodium hydroxide

Pennsylvania Right To Know

7732-18-5 Water

1310-73-2 Sodium hydroxide

California Prop 65 : This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA	: On the inventory, or in compliance with the inventory
DSL	: On the inventory, or in compliance with the inventory
AICS	: On the inventory, or in compliance with the inventory
NZIoC	: On the inventory, or in compliance with the inventory
ENCS	: Not in compliance with the inventory
KECI	: On the inventory, or in compliance with the inventory
PICCS	: On the inventory, or in compliance with the inventory
IECSC	: On the inventory, or in compliance with the inventory

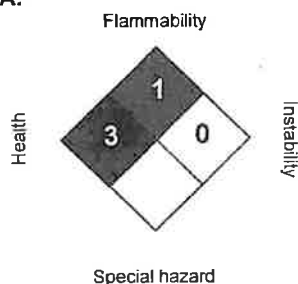
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SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	3
FLAMMABILITY	1
PHYSICAL HAZARD	4

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date

: 01/26/2023

Material number:

16181533, 16192173, 16192016, 16132255, 16158399, 16146684, 16182270, 16148128, 16162026, 16188797, 16145004, 16188640, 16163721, 16162553, 16147855, 16151729, 16147016, 16002081, 16002153, 16163814, 16181444, 16185708, 16185366, 16178437, 16176600, 16176259, 16175654, 16175444, 16175415, 16174721, 16176744, 16170086, 16169860, 16169683, 16146335, 16146334, 16143884, 16145401, 16145323, 16145278, 16145243, 16145242, 16125921, 16116103, 16113730, 755848, 650799, 546389, 70561, 53072, 574261, 53570, 16150734, 16149350, 16149457, 16144981, 16145777, 16147137, 16163653, 102698, 16160832, 16137556, 16137474, 16137324, 16152197, 16158393, 16152426, 16144481, 16147885, 16159715, 16143521, 16160487, 16160771, 16160572, 16160486, 16147888, 16147884, 16147854, 16147799, 16148872, 16144724, 16144461, 16148802, 16152705, 16136108, 16135793, 16135298, 16143511, 16143409, 16143472, 16143461, 16143389, 16142429, 16140693, 16140424, 16142307, 16142009, 16141867, 16140353, 16141665

Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency

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NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.5

Revision Date: 10/27/2022

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : HYDROFLUOSILICIC ACID SOLUTION

Recommended use of the chemical and restrictions on use

Recommended use : Reserved for industrial and professional use.

Manufacturer or supplier's details

Company : Univar Solutions USA, Inc.
Address : 3075 Highland Pkwy Suite 200
 Downers Grove, IL 60515
 United States of America (USA)

Emergency telephone number:
 Transport North America: CHEMTREC (1-800-424-9300)
 CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
 E-mail: SDSNA@univarsolutions.com
 SDS Requests: 1-855-429-2661
 Website: www.univarsolutions.com

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Corrosive to metals : Category 1

Acute toxicity (Oral) : Category 4

Acute toxicity (Dermal) : Category 3

Skin corrosion : Category 1

Serious eye damage : Category 1

GHS label elements

Hazard pictograms



Signal word : Danger

Hazard statements : H290 May be corrosive to metals.
 H302 Harmful if swallowed.
 H311 Toxic in contact with skin.
 H314 Causes severe skin burns and eye damage.

Precautionary statements : **Prevention:**
 P234 Keep only in original container.
 P264 Wash skin thoroughly after handling.
 P270 Do not eat, drink or smoke when using this product.

Safety Data Sheet HYDROFLUOSILICIC ACID SOLUTION

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P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

Response:

P301 + P312 + P330 IF SWALLOWED: Call a POISON CENTER/ doctor if you feel unwell. Rinse mouth.

P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.

P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/ doctor.

P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.

P362 Take off contaminated clothing and wash before reuse.

P390 Absorb spillage to prevent material damage.

Storage:

P405 Store locked up.

P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
16961-83-4	Fluorosilicic Acid	20 - 25
7664-39-3	Hydrofluoric acid	0.1 - 1

Actual concentration is withheld as a trade secret

Any Concentration shown as a range is due to batch variation.

Synonyms : HFS; Fluorosilicic Acid; Hydrofluorosilicic Acid,

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Symptoms of poisoning may appear several hours later.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical

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Safety Data Sheet HYDROFLUOSILICIC ACID SOLUTION

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	advice. If symptoms persist, call a physician.
In case of skin contact	- Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty. - Take victim immediately to hospital. - If on skin, rinse well with water. - If on clothes, remove clothes.
In case of eye contact	- Small amounts splashed into eyes can cause irreversible tissue damage and blindness. - In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice. - Continue rinsing eyes during transport to hospital. - Remove contact lenses. - Protect unharmed eye. - Keep eye wide open while rinsing. - If eye irritation persists, consult a specialist. - Take victim immediately to hospital.
If swallowed	- Keep respiratory tract clear. - Do not induce vomiting without medical advice. - Do not give milk or alcoholic beverages. - Never give anything by mouth to an unconscious person. - If symptoms persist, call a physician. - Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

Suitable extinguishing media	- Carbon dioxide (CO₂) - Foam - Dry powder - Water mist
Unsuitable extinguishing media	High volume water jet
Specific hazards during fire-fighting	Do not allow run-off from fire fighting to enter drains or water courses.
Hazardous combustion products	No hazardous combustion products are known
Further information	- Collect contaminated fire extinguishing water separately. This must not be discharged into drains. - Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
Special protective equipment for firefighters	Wear self-contained breathing apparatus for firefighting if necessary.

Safety Data Sheet HYDROFLUOSILICIC ACID SOLUTION

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SECTION 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.
- Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.
- Methods and materials for containment and cleaning up : Neutralize with chalk, alkali solution or ammonia.
Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

- Advice on protection against fire and explosion : Normal measures for preventive fire protection.
- Advice on safe handling : Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
To avoid spills during handling keep bottle on a metal tray.
Dispose of rinse water in accordance with local and national regulations.
- Conditions for safe storage : Prevent unauthorized access.
Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.
- Materials to avoid : Do not store near acids.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
7664-39-3	Hydrofluoric acid	TWA	0.5 ppm (Fluorine)	ACGIH
		C	2 ppm (Fluorine)	ACGIH

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		TWA	3 ppm 2.5 mg/m3	NIOSH REL
		C	6 ppm 5 mg/m3	NIOSH REL
		TWA	3 ppm	OSHA Z-2
		TWA	3 ppm (Fluorine)	OSHA P0
		STEL	6 ppm (Fluorine)	OSHA P0
		TWA	0.5 ppm (Fluorine)	ACGIH
		C	2 ppm (Fluorine)	ACGIH
		TWA	3 ppm (Fluorine)	OSHA P0
		STEL	6 ppm (Fluorine)	OSHA P0
		PEL	0.4 ppm 0.33 mg/m3 (Fluorine)	CAL PEL
		STEL	1 ppm 0.83 mg/m3 (Fluorine)	CAL PEL

Personal protective equipment

Respiratory protection

- General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Hand protection

Remarks

- The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection

- Eye wash bottle with pure water
Tightly fitting safety goggles
Wear face-shield and protective suit for abnormal processing problems.

Skin and body protection

- Impervious clothing
Choose body protection according to the amount and concentration of the dangerous substance at the work place.

Hygiene measures

- Avoid contact with skin, eyes and clothing.
When using do not eat or drink.
When using do not smoke.

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Wash hands before breaks and immediately after handling the product.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Colour	: Clear, colorless, Straw color
Odour	: pungent
Odour Threshold	: No data available
pH	: 1 - 2
Freezing Point (Melting point/freezing point)	: -20 °C (-4 °F)
Boiling Point (Initial boiling point and boiling range)	: 136 - 163 °C (277 - 325 °F)
Flash point	: does not flash
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: No data available
Relative vapour density	: No data available
Relative density	: 1.2 @ 25 °C (77 °F) Reference substance: (water = 1)
Density	: 10.17 lb/gal @ 20 °C (68 °F)
Solubility(ies)	
Water solubility	: Miscible
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available

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SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No dangerous reaction known under conditions of normal use.
Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: Keep away from heat, flame, sparks and other ignition sources.
Incompatible materials	: glass Strong oxidizing agents

SECTION 11. TOXICOLOGICAL INFORMATION**Acute toxicity****Product:**

Acute oral toxicity	: Acute toxicity estimate: 500.1 mg/kg
Acute inhalation toxicity	: Acute toxicity estimate: 50.01 mg/l Exposure time: 4 h Test atmosphere: vapour
Acute dermal toxicity	: Acute toxicity estimate: 500.05 mg/kg

Components:**7664-39-3:**

Acute oral toxicity	: Assessment: The component/mixture is highly toxic after single ingestion. Remarks: No data available
Acute inhalation toxicity	: LC50 (Rat): 1610 ppm Assessment: The component/mixture is highly toxic after short term inhalation.
Acute dermal toxicity	: Assessment: The component/mixture is extremely toxic after single contact with skin. Remarks: No data available

Skin corrosion/irritation**Product:**

Remarks: Extremely corrosive and destructive to tissue.

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Components:**16961-83-4:**

Species: Rat

Result: Causes burns.

7664-39-3:

Species: Rabbit

Result: Causes severe burns.

Serious eye damage/eye irritation**Product:**

Remarks: May cause irreversible eye damage.

Components:**7664-39-3:**

Species: Rabbit

Result: Risk of serious damage to eyes.

Germ cell mutagenicity**Components:****7664-39-3:**

Genotoxicity in vitro

: Test Type: Ames test
Species: Salmonella typhimurium
Result: negative

Genotoxicity in vivo

: Test Type: In vivo micronucleus test
Species: Mouse
Result: negativeGerm cell mutagenicity -
Assessment: Tests on bacterial or mammalian cell cultures did not show
mutagenic effects.**Carcinogenicity****Components:****7664-39-3:**

Species: Rat

NOAEL: 25 mg/kg bw/day

Carcinogenicity - Assess-
ment

: Not classifiable as a human carcinogen.

IARCNo component of this product present at levels greater than or
equal to 0.1% is identified as probable, possible or confirmed
human carcinogen by IARC.**OSHA**No component of this product present at levels greater than or
equal to 0.1% is on OSHA's list of regulated carcinogens.

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NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Reproductive toxicity**Components:****7664-39-3:**

Reproductive toxicity - Assessment

Fertility classification not possible from current data.

Teratogenicity - Assessment

: Embryotoxicity classification not possible from current data.

Further information**Product:**

Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION**Ecotoxicity****Components:****7664-39-3:**

Toxicity to fish

: Remarks: No data available

Toxicity to daphnia and other aquatic invertebrates

: EC50 (Daphnia magna (Water flea)): 97 mg/l
Exposure time: 48 h

Toxicity to algae

: Remarks: No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects**Product:**

Ozone-Depletion Potential

: Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances

Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S.



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Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues

: Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922

Do not dispose of waste into sewer.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Send to a licensed waste management company.

Contaminated packaging

: Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):

UN1778, Fluorosilicic acid, 8, II

IATA (International Air Transport Association):

UN1778, Fluorosilicic acid, 8, II

IMDG (International Maritime Dangerous Goods):

UN1778, FLUOROSILICIC ACID, 8, II

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Hydrofluoric acid	7664-39-3	100	10001
Hydrochloric acid	7647-01-0	5000	*

*: Calculated RQ exceeds reasonably attainable upper limit.

SARA 304 Extremely Hazardous Substances Reportable Quantity

Components	CAS-No.	Component RQ	Calculated product RQ
------------	---------	--------------	-----------------------

SDS Number: 100000039888

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		(lbs)	(lbs)
Hydrofluoric acid	7664-39-3	100	10001
Hydrochloric acid	7647-01-0	5000	*

*: Calculated RQ exceeds reasonably attainable upper limit.

SARA 311/312 Hazards : Corrosive to metals
Acute toxicity (any route of exposure)
Skin corrosion or irritation
Serious eye damage or eye irritation

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

7647-01-0 Hydrochloric acid
7664-39-3 Hydrofluoric acid

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

7647-01-0 Hydrochloric acid
7664-39-3 Hydrofluoric acid

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

16961-83-4 Fluorosilicic Acid
7647-01-0 Hydrochloric acid
7664-39-3 Hydrofluoric acid

Pennsylvania Right To Know

7732-18-5 Water
16961-83-4 Fluorosilicic Acid
7647-01-0 Hydrochloric acid
7664-39-3 Hydrofluoric acid

California Prop 65 : This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA : On TSCA Inventory

Safety Data Sheet HYDROFLUOSILICIC ACID SOLUTION

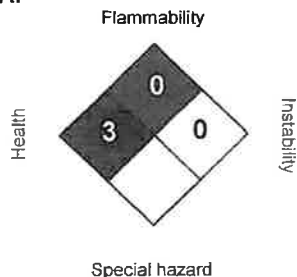
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DSL	: All components of this product are on the Canadian DSL
AICS	: On the inventory, or in compliance with the inventory
NZIoC	: On the inventory, or in compliance with the inventory
ENCS	: On the inventory, or in compliance with the inventory
KECI	: On the inventory, or in compliance with the inventory
PICCS	: On the inventory, or in compliance with the inventory
IECSC	: On the inventory, or in compliance with the inventory

SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	3/
FLAMMABILITY	0
PHYSICAL HAZARD	0

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date : 10/27/2022

Material number:

16166001, 16176538, 16170213, 16169394, 16171091, 16145665, 16144609, 16151122, 16148601, 16159674, 16166531, 16141271, 16148010, 16150746, 16145666, 16143932, 16147890, 16140484

Key or legend to abbreviations and acronyms used in the safety data sheet

Safety Data Sheet HYDROFLUOSILICIC ACID SOLUTION

Version 1.5

Revision Date: 10/27/2022

ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	Corrosion & Scale Control	333mg/L
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 33%	Corrosion & Scale Control	152mg/L
Caustic Soda 35%	Corrosion & Scale Control	143mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

Sodium Hypochlorite

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquichlor 12.5%	Disinfection & Oxidation	84 mg/L

Sulfuric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sulfuric Acid, 25%	Corrosion & Scale Control	186mg/L
Sulfuric Acid, 30%	Corrosion & Scale Control	153mg/L
Sulfuric Acid, 33%	Corrosion & Scale Control	141mg/L
Sulfuric Acid, 36%	Corrosion & Scale Control	129mg/L
Sulfuric Acid, 50%	Corrosion & Scale Control	93mg/L
Sulfuric Acid, 70%	Corrosion & Scale Control	66mg/L
Sulfuric Acid, 78%	Corrosion & Scale Control	60mg/L
Sulfuric Acid, 93%	Corrosion & Scale Control	50mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Cincinnati Dues Drive, OH**Aluminum Chlorohydrate[AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Chlorohydrate Solution	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Sulfate 48%	Coagulation & Flocculation	150mg/L
Liquid Alum	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Ammonia, Anhydrous

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Anhydrous Ammonia	Chloramination	5mg/L

Ammonium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Hydroxide 19%	Chloramination	10mg/L
Ammonium Hydroxide 29.4%	Chloramination	10mg/L
Aqua Ammonia	Chloramination	10mg/L

Blended Phosphates[ZN]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquid Polyphos	Corrosion Control Sequestering	20mg/L

[ZN] Based on an evaluation of health effects data, the level of zinc in the finished drinking water shall not exceed 2.0 mg/L.

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquid Chlorine	Disinfection & Oxidation	30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride 37-42%	Coagulation & Flocculation	250mg/L
Ferric Chloride 37-42% DWG	Coagulation & Flocculation	250mg/L
Ferric Chloride 37-42% TRF	Coagulation & Flocculation	250mg/L
Ferric Chloride Solution	Coagulation & Flocculation	250mg/L

Ferric Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Sulfate Solution	Coagulation & Flocculation	600mg/L
LIQUID FERRI-FLOC	Coagulation & Flocculation	600mg/L

Hydrochloric Acid

Trade Designation	Product Function	Max Use
HCL 15%	pH Adjustment	93mg/L
HCL 31%	pH Adjustment	45mg/L
HCL 35%	pH Adjustment	40mg/L
Hydrochloric Acid 15%	pH Adjustment	93mg/L
Hydrochloric Acid 31%	pH Adjustment	45mg/L
Hydrochloric Acid 35%	pH Adjustment	40mg/L

Hydrofluosilicic Acid

Trade Designation	Product Function	Max Use
HFS Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid 23-25%	Fluoridation	5mg/L

Hydrogen Peroxide[HP]

Trade Designation	Product Function	Max Use
Hydrogen Peroxide 10%	Oxidant	10mg/L
	Dechlorination	
Hydrogen Peroxide 20%	Dechlorination	5.2mg/L
	Oxidant	
Hydrogen Peroxide 25%	Oxidant	4.2mg/L
	Dechlorination	
Hydrogen Peroxide 30%	Oxidant	3.5mg/L
	Dechlorination	
Hydrogen Peroxide 35%	Oxidant	3mg/L
	Dechlorination	
Hydrogen Peroxide 50%	Oxidant	2.1mg/L
	Dechlorination	
Hydrogen Peroxide 7%	Oxidant	15mg/L
	Dechlorination	

[HP] Use of this product shall be followed by chlorination to remove levels of hydrogen peroxide. Chlorine residuals shall not exceed 4 mg/L, the EPA's proposed maximum residual level.

Polyaluminum Chloride[AL]

Trade Designation	Product Function	Max Use
DelPAC 2020	Coagulation & Flocculation	250mg/L
DelPAC 2500	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Sodium Carbonate

Trade Designation	Product Function	Max Use
Soda Ash 15% Solution	Corrosion & Scale Control pH Adjustment	100mg/L
Soda Ash 8%	Corrosion & Scale Control pH Adjustment	1250mg/L
Soda Ash 8% Solution	Corrosion & Scale Control pH Adjustment	1250mg/L
Sodium Carbonate 15% Solution	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Carbonate 8% Solution	Corrosion & Scale Control pH Adjustment	1250mg/L

Sodium Chlorite [CL]

Trade Designation	Product Function	Max Use
Sodium Chlorite 31.25%[1]	Disinfection & Oxidation	21mg/L

[1] These products may be used in chlorine dioxide generators. The generators should comply with the requirements of NSF/ANSI/CAN 61.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide

Trade Designation	Product Function	Max Use
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 12.5%	Corrosion & Scale Control pH Adjustment	400mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
Liquichlor 10% Solution	Disinfection & Oxidation	75mg/L
Liquichlor 12.5% Solution	Disinfection & Oxidation	60mg/L

Liquichlor 5.25% Solution	Disinfection & Oxidation	142mg/L
Sodium Hypochlorite Solution 12.5%	Disinfection & Oxidation	60mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sodium Polyphosphates, Glassy

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hexametaphosphate 30%	Corrosion & Scale Control	37mg/L
Sodium Hexametaphosphate 35%	Corrosion & Scale Control	22mg/L

Sulfuric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sulfuric Acid 66	pH Adjustment	50mg/L
Sulfuric Acid 93%	pH Adjustment	50mg/L
Sulfuric Acid, Drinking Water Grade	pH Adjustment	50mg/L

Tetrapotassium Pyrophosphate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
TKPP 60%	Sequestering	29mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Dallas Bekay Street, TX

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride 37-42%	Coagulation & Flocculation	250mg/L

Hydrochloric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrochloric Acid 15%	Corrosion & Scale Control pH Adjustment	80mg/L
Hydrochloric Acid 18%	Corrosion & Scale Control pH Adjustment	70mg/L
Hydrochloric Acid 31%	Corrosion & Scale Control pH Adjustment	45mg/L



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, May 03, 2022** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

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

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=Univar+Solutions+USA+Inc&ChemicalName=Hydrofluosilicic+Acid&PlantState=Ohio+OH&PlantCountry=UNITED+STATES&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Univar+Solutions+USA+Inc&ChemicalName=Hydrofluosilicic+Acid&PlantState=Ohio+OH&PlantCountry=UNITED+STATES&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Univar Solutions USA Inc. DBA Univar USA Inc.

3075 Highland Parkway

Suite 200

Downers Grove, IL 60515

United States

425-889-3400

Facility : Distribution Center - Cincinnati, OH

Fluorosilicic Acid

Trade Designation

FSA

Fluorosilicic Acid

Fluosilicic Acid

HFS

Hexafluorosilicic Acid

Hexafluosilicic Acid

Hydrofluorosilicic Acid

Hydrofluosilicic Acid

Product Function

Fluoridation

Fluoridation

Fluoridation

Fluoridation

Fluoridation

Fluoridation

Fluoridation

Fluoridation

Max Use

5mg/L

5mg/L

5mg/L

5mg/L

5mg/L

5mg/L

5mg/L

5mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Cleveland, OH

Fluorosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrofluorosilicic Acid	Fluoridation	5mf/L
Hexafluorosilicic Acid	Fluoridation	5mg/l
Fluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L
HFS	Fluoridation	5mg/L
Hexafluosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
FSA	Fluoridation	5mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Columbiana, OH

Fluorosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
FSA	Fluoridation	5mg/L
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
HFS	Fluoridation	5mg/L
Hexafluorosilicic Acid	Fluoridation	5mg/L
Hexafluosilicic Acid	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Number of matching Manufacturers is 1

Number of matching Products is 24

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Mission Statement

Univar Solutions USA LLC sets out to be the preferred quality partner for the distribution of chemicals and services. We combine economic success with social and environmental responsibility.

Vision Statement

Be the benchmark of excellence.

Quality Policy

Univar Solutions USA LLC. is committed to the success of our customers and supplier/partners by providing value-added products and services that consistently meet requirements. In the spirit of innovation, management encourages full employee participation in the continuous review and improvement of Univar's business process and its total quality process.

Statement of Core Values

- *Safety: Safety is the first priority, the most important aspect of our work.*
- *Continuous Improvement: We will improve results for all our stakeholders by doing the right things better every time.*
- *Employees: We respect and value every employee and are committed to support and develop each other personally and professionally.*
- *Environment: We are committed to protecting the health and well being of our employees, our customers, the community and the environment.*
- *Ethics: We treat every individual in our business and personal practices ethically with integrity and honesty.*
- *Leadership: Each of us strives to lead and motivate by example and consistently live up to these core values. We coach, train, develop and empower employees to reach their full potential.*

A 99-Year-Old "New" Company

- 1924** Founded as a brokerage business
- 2001** Continued expansion into Europe through acquisition of Ellis & Everard
- 2011** Completed acquisition of chemical distributor Quaron, **complementing our European foothold** in specialty chemicals with expanded product portfolio and increased logistical capability
- 2013** Expanded presence in Mexico with the acquisition of Quimicompuertos, making us a **leading chemical distributor in the market**

- February/March 2019** Completed acquisition of Nexeo Solutions and sale of Nexeo's Plastics Distribution Business, enabling a **concentration on core chemical distribution** and unlocking additional opportunities including a single global enterprise resource planning (ERP) system
- June 2020** Digital advancements with the launch of the ChemCentral and iShop e-commerce platforms, increasing **multi-sales channels globally**



- 1986** Acquired McKesson Chemical Corporation, solidifying U.S. presence and making us the **largest chemical distributor in North America**
- 2007** Acquired ChemCentral, enabling us to **improve market share and operational efficiencies** in North America
- 2010** Acquired Basic Chemical Solutions ("BCS"), enhancing our ability to provide value in the company / chemical end-users supply chain, strengthen global sourcing capabilities, and **expand our inorganic chemicals presence**
- April 2016** Acquired Key Chemical, Inc., one of the largest distributors of fluoride to municipalities in the U.S., **expanding our offerings into the municipal and other industrial markets**
- June 2016** Oversubscribed IPO and concurrent private placement resulted in approximately \$760 million net proceeds, used to pay the remaining principal balance of Senior Subordinated Notes; **began trading on NYSE**



Univar Solutions USA LLC is a leading global distributor of industrial and specialty chemicals with an extensive network of over 700 distribution facilities in North America, Europe, the Asia-Pacific region and Latin America and additional sales offices in the Eastern Europe, the Middle East and Africa.

We serve over 115,000 customers in more than 1,300 countries, representing nearly every major industry and a highly diverse set of end markets.

We source chemicals from more than 1,300 suppliers, including the premier global chemical manufacturers and distribute more than 4,500 chemical products in over 110,000 stock keeping units.

Nearly 10,600 employees in 341 countries. More than 3,500 tractors, trailers, and tankers.

A Global Network of 24 formulation labs, development kitchens and research centers.

In addition to our vast product offering, we provide important value-added services for our customers and suppliers including:

- *Product availability and inventory management
- *Product specification and technical expertise
- *Blending and mixing
- * Repacking and labeling
- *Just-in-time delivery
- * Vendor rationalization programs
- *Waste management

Our scale, geographic reach, diversified distribution channels, industry expertise and comprehensive product portfolio enable us to develop strong, long-lasting relationships with our suppliers and to provide a single-source solutions for our customers.

As a world leader in the chemical distribution, Univar Solutions USA LLC is committed to being the responsible corporate citizen with global focus on safety, health, the environment and sustainability.



More solutions. More capabilities.



By combining the experience and resources of Univar and Nexeo Solutions, the new Univar Solutions delivers value-added services and specialized market expertise backed by our industry-leading distribution network to keep you on top of your challenges and ahead in your market. Count on us for the broadest lineup of chemicals and ingredients from the world's top brands with the best-in-class capabilities you need to innovate and grow. It is our commitment to **be dependable, make it easy, and to help you succeed.**



Univar Solutions brings together the best of the best, reimagining distribution to help find the right solutions for your business.

One of the largest chemical and ingredient distribution networks in the world



Over 1,300
suppliers



Nearly 10,000
employees
in 31 countries



More than 700
distribution
facilities



Delivering to
more than
130 countries



More than 3,000
tractors, trailers,
and tankers



Global network of 24
formulation labs,
development kitchens,
and research centers

Figures do not include Nexeo Plastics

How we deliver value for:

- **Industry-leading service levels**
- **Excellent product availability and selection;** available in a variety of volumes and package types
- **One of the largest networks** for chemical and ingredient distribution
- **Responsive team** dedicated to delivering the very best customer experience
- **Deep market and product expertise**
- **Technical support** to accelerate your product development cycle
- **Digital solutions** to make it easier to do business on your own terms
- **Safe and secure handling** of all materials
- **Transparent commercial relationships**
- **Exclusivity** of representation
- **Global market reach** and penetration
- **Safe and secure handling** of all materials
- **Brand stewardship and advocacy**—we act as an extension of your brand
- **Solution Centers** providing customers technical support to assist with new product adoption
- **Market expertise and industry specialization** delivered through dedicated sales, and product team
- **Driving long term growth** by investing in latest analytics, tools, and technologies

Deep knowledge of our customers' market-specific challenges helps us to deliver collaborative, value-added solutions.

- Food Ingredients
- Beauty & Personal Care
- Pharmaceutical Ingredients
- Coatings, Adhesives, Sealants, & Elastomers
- Water Treatment
- Lubricants & Metalworking
- Energy
- Agriculture
- Environmental Sciences
- Homecare & Industrial Cleaning
- Mining
- Aerospace
- Forestry
- Rubber & Plastics
- Chemical Manufacturing
- Military Maintenance Chemicals
- Sustainable Services
- Bulk Chemical Distribution



Learn more about our capabilities and solutions for you at



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Clean water is your goal. But getting water pure enough to drink is a complex operation. It requires the right set of chemicals to remove contaminants, a consistent, repeatable water purification process and a complete understanding of government regulations.

To innovate and grow you need more than just an ingredient provider, you need an ally, a collaborative expert, who can help you to bring together vital chemicals and formulate better clean water treatment solutions.

Univar Solutions has over 90 years of deep knowledge and understanding of chemical applications and **regulatory requirements, and can recommend the right products and solutions for your organization.** Through a team-oriented approach, we offer technical assistance, on-site evaluations and specialized market expertise to **address complex water treatment requirements.**

Univar Solutions offers a comprehensive portfolio of water treatment additive components and specialty chemicals from leading suppliers around the world. Our team of technical water treatment specialists can assess current chemical applications processes and recommend performance optimizing and cost reducing alternatives. Combining water treating expertise and a broad product portfolio with the largest distribution network in the nation, we are the answer for innovative water treatment solutions.



Univar Group

Local Chemical Distribution

Experts in local markets
and understanding of
needs and challenges

For processing plants
offer to

A dedicated team of local
sales and technical support
and customer care

Backed by a global
network of products
and services and
strong relationships

Bulk Chemical Distribution

Specialists dedicated to
addressing the unique
challenges of safely sourcing
and delivering large-volume
commodity chemicals

Advanced logistical solutions
supporting optimized supply
chains through our global
transportation and storage
infrastructure

A vast supplier network
supported by long-term
relationships with global
suppliers ensuring
security of supply

Extensive global distribution
facilities across the world

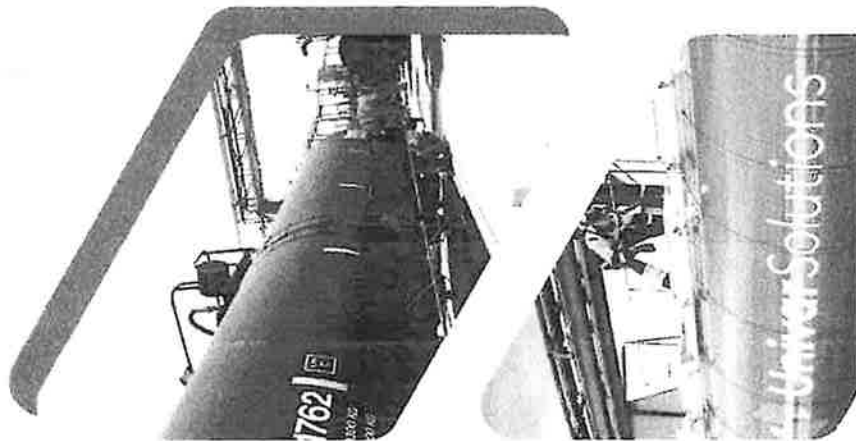
400+ factories, tankers and
tankers for global supply
and distribution

400+ ports, 2,000 railroads,
120 rail and barge terminals
and 20 deep sea terminals

100+ countries and
regions, serving 100,000
customer locations across
approximately 120 countries

Committed to industry-leading
customer service and on-time
delivery

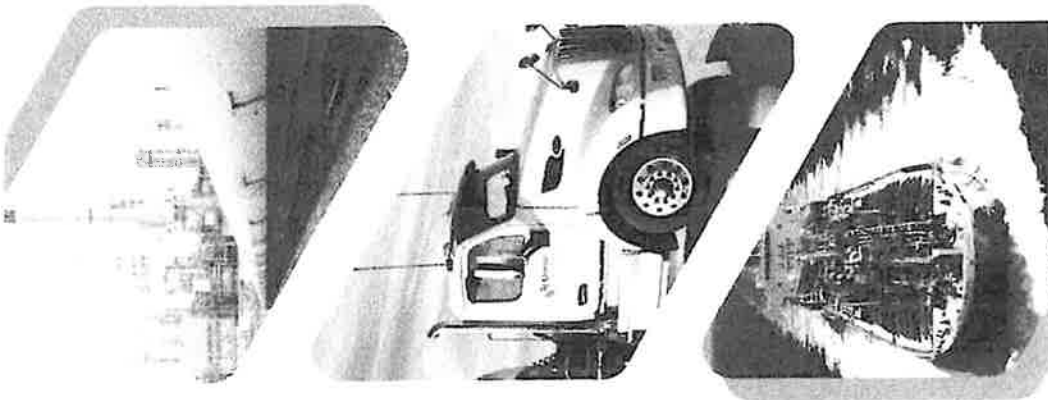
Ready to deliver custom supply
chain solutions for your business
from 100+ countries and 100+
factories



- Over **1,800** suppliers
- Full range of over **15,000** commodity and specialty products serving a wide range of markets, industries, and applications, including custom blends and specialty packaged offerings
- From drums to railcars, pallets to truckloads—ability to service a wide variety of volumes and packaging types
- Custom blends, dilutions, and inventory solutions
- Custom procurement of product solutions for your business
- From rush orders to just-in-time inventory planning

Product Categories:

ACIDS
 ADDITIVES & MODIFIERS
 CHELATES
 ENZYMES
 ESSENTIAL CHEMICALS & INGREDIENTS
 OLEOCHEMICALS
 OXIDES
 POLYMERS & RESINS
 PROCESS AIDS
 SILICONES
 SOLVENTS
 SURFACTANTS



- Approximately **600** distribution facilities across the world
- **4,900** tractors, trailers, and tankers providing flexible inventory and delivery alternatives
- Approximately **2,500** railcars, **120** rail and barge terminals and **20** deep sea terminals
- Located in **32** countries and delivering to nearly **100,000** customer locations across approximately **120** countries
- Committed to industry-leading customer service and on-time delivery
- Ready to deliver custom supply chain solutions for your business, from suppliers' plants to customers' facilities

BLENDING
 BULK BREAKDOWN
 IMPORT/EXPORT
 PRIVATE LABEL
 RECEIVING
 SHIPPING
 SMALL PACKAGING
 STORAGE
 TRANS-LOADING



Environmental, Health & Safety Policy

Univar Solutions is committed through clear and visible leadership to make health, safety, security and the environment a priority in our planning for all existing and new operations, products, processes and facilities. It is our responsibility to provide safe working conditions, protect the environment and challenge ourselves to continually improve in all aspects of EHS. To meet our commitment we:

- Comply with all applicable legal requirements and operate in accordance with both government and industry codes of practice and guidance appropriate to our activities;
- Assess and manage the risks associated with our activities to protect our employees, the communities in which we do business and the environment;
- Develop and document supporting procedures, systems, objectives and targets which enable us to responsibly manage our health, safety and environmental risks;
- Provide all employees with information, instruction and training to ensure that they understand their responsibilities and the contribution they can make towards the realization of health, safety and environmental objectives;
- Take the necessary actions to prevent pollution of air, land and water and responsibly manage historical environmental impacts; and
- Work with our supply chain partners, communities in which we do business and employees to manage existing and new products to enable their safe storage, distribution, use and recovery or disposal.

A handwritten signature in black ink, appearing to read "Noelle Perkins".

Noelle Perkins
Senior Vice President,
General Counsel & Secretary

A handwritten signature in black ink, appearing to read "Jack Spicuzza".

Jack Spicuzza
Vice President, Environmental,
Health, Safety & Quality

Effective Date: September 20, 2022

Drugs and alcohol

Drug and alcohol abuse is a serious threat to both personal health and job performance. Employees are strictly prohibited from possessing, selling, or being under the influence of alcohol or drugs while on company premises and on the job, even if off-site.

“Drugs” include marijuana, cocaine, heroin, any controlled substance under federal law and any other substance that affects the senses, whether illegal or not, such as prescription drugs that may cause impairment.

Some employees must undergo pre-employment, post-accident, and random drug and alcohol testing. In addition, any employee may be tested if a supervisor has a reasonable suspicion that this policy is being violated. Employees violating this policy may be immediately terminated. Compliance with the company's drug and alcohol policy is a condition of employment. Employees must notify their supervisor of any criminal drug statute conviction for a violation occurring in the workplace, or while on company business, no later than five days after the conviction.

If you have a drug or alcohol problem, we encourage you to seek help before it adversely affects your health and job. You can use the Employee Assistance Program (EAP) benefit to help you find the resources and help you may need.

Driving Under the Influence (DUI). Univar Solutions is **serious about safety**. If an employee suspects that another team member is too intoxicated to drive during, before, or after a Company event, he or she should take responsible measures to ensure the team member does not drive home or otherwise pose a dangerous risk to himself/herself or others. If there is any doubt about whether someone can drive safely, do not permit the person to drive and always err on the side of caution.

If an employee is convicted of a DUI that has any connection to his or her employment, their employment will be terminated.

LISTED AS REQUESTED ARE

References of Water Treatment/Waste Water Treatment Plants in which have been serviced by
Univar Solutions USA LLC

HARDIN COUNTY WATER DISTRICT NO 2

1300 CAVE ROAD (OFF HWY 84)
WHITE MILLS PLANT
GLENDALE KENTUCKY 42740
STUART ERNHARDT
ERNHARDT@HARDINCOUNTYWATER2.ORG
270-862-3213

NORTHERN KENTUCKY WATER

WATER TREATMENT PLANT
700 ALEXANDRIA PIKE
FORT THOMAS KENTUCKY 41074
WARREN HINMAN
WHINMAN@NKYWATER.ORG
PHONE # 859-468-8492

CINCINNATI WATERWORKS

5651 KELLOGG AVEUE
CINCINNATI OHIO 45230
JAMES SPRINGER
JAMES.SPRINGER@GCWW.CINCINNATI-OH.GOV
PHONE # 513-624-5624

SOUTHWEST REGIONAL WATER

4640 MORGANTHALER NORTH PLANT
HAMILTON OHIO 45011
DAVE WILSON
WILSONDJ@SWWATER.ORG
513-863-1191

SANITATION DISTRICT NO 1

8800 EAST MAIN STREET
ALEXANDRIA KENTUCKY 41001
JANET MALONE
JMALONE@SD1.ORG
859-331-6674

Univar Solutions USA LLC Executive Officers and Management Team

David Jukes, President and Chief Executive Officer

Nicholas W Alexo – EVP and Chief Financial Officer

Pat Jerding, Senior Vice President and Chief Information Officer

Jennifer A. McIntyre, Chief People and Culture Officer

Nick Powell, Senior Vice President, Specialties and Ingredients

Jorge Buckup, President Latin America

Alexandra Colin, Senior Vice President and General Counsel and Secretary

Univar Solutions USA LLC Executive Officers and Management Team

Christopher D Pappas, Chairman, Univar Solutions Inc and Former President and Chief Executive Officer, Trinsec

David C Jukes, President and Chief Executive Officer, Univar Solutions Inc

Joan A Braca, Chief Executive Office, Johnson Matthey's Clean Air Sector

Mark J Byrne, Former President and Chief Executive Office, Univar Basic Chemical Solutions

Daniel P Doheny, Former Executive Chairman, Reyes Holdings LLC's Great Lakes Coca-Cola Distribution Business

Richard P Fox, Former Managing Partner, Ernst & Young LLP

Rhonda Germany, Former Corporate Vice President and Chief Strategy & Marketing Office, Honeywell

Stephen D Newlin, Former Chairman, President and Chief Executive Officer, Univar Inc

Kerry J Preete, Former Executive Vice President and Chief Strategy Officer, Monsanto Company

Robert L Wood, Former Chairman, President and Chief Executive Officer, Chemtura Corp.

Corporate Profile – Solid B+ Rated Company

Company Overview:

Univar Solutions USA, LLC is the second largest chemical and ingredients distributor in the world, and largest in North America. The company provides customers with an easy access to a broad selection of products from leading suppliers. Through a growing portfolio of value-added services, Univar Solutions USA, LLC goes beyond distribution to help accelerate innovation and efficiency in operations. Backed by industry-leading digital tools, the company helps create novel formulations and recipes that distinguish brands in the marketplace.

On August 1, 2023, Univar Solutions USA, LLC completed the transaction with Apollo Global Management. The Company will continue to operate under the Univar Solutions name and brand and maintain its global presence. The completion of this transaction begins the next chapter for Univar Solutions USA, LLC as company further enhance position as a leading global chemical and ingredients solutions provider with enhanced flexibility to explore growth opportunities for the benefit of customers, suppliers, employees, and industry alike.

Company Highlights:

- **Feb. 2019:** Closed acquisition of Nexeo Solutions for ~\$2 billion and divested plastics division for \$667 million with proceeds used to repay debt
- **Aug. 2023:** Univar Solutions, Inc. completed transaction with Apollo Global Management
- **Feb. 2023:** Acquired ChemSol Group, a leading ingredients and specialty distributor in Central America
- **Jun. 2023:** Acquired Kale Kimya, a leading regional specialty chemical distributor in Turkey
- **Sep. 2023:** Increased footprint and product portfolio with value-add acquisition of FloChem, a leading regional chemical distributor in Eastern Canada
- **Feb. 2024:** Acquired Valley Solvent Company, a distributor of solvents and inorganics and provider of waste management services in the Texas and Gulf Coast regions.
- Partnership with Apollo to maximize growth in a private setting
- Leveraging Apollo platform and resources to embrace scale and efficiencies

Credit Ratings:

	Corp	Bond	Outlook	Date
Moody's	B1	B2	Negative	6/13/2023
S&P	B+	B+	Stable	6/14/2023
Fitch	B+	BB-	Stable	1/19/2024
Bloomberg Comp	B+	B+		1/19/2024



Moody's Credit Opinion Update – Strengths (11/20/2024):

- *Leading market position in a fragmented chemical distribution industry*
- *Scale and operational diversity provide strong competitive position*
- *Diverse end markets and growth in some segments*
- *Low capital expenditure requirements*
- *Good liquidity to support operations, with further improvement expected in the near-term*

Liquidity Profile:

- Strong balance sheet with reduced leverage and robust liquidity
- Management remains focused on prudently managing go-forward improvements in net leverage.
- Net Total Leverage of 5.2x at the end of Q3 2024
- Liquidity remains robust at \$738 million (52.7% ABL utilization) as of Sept. 30, 2024 including \$106 million available in Cash and \$632 million available to borrow under the \$1.4 billion revolver (net of \$112 million outstanding letters of credit)



Univar Solutions is a global partner to our suppliers and customers for the distribution of chemicals. Our global network represents the latest ingredients you need to formulate better, more sustainable solutions. We offer one of the most extensive product lines of specialty chemicals and ingredients in the industry.

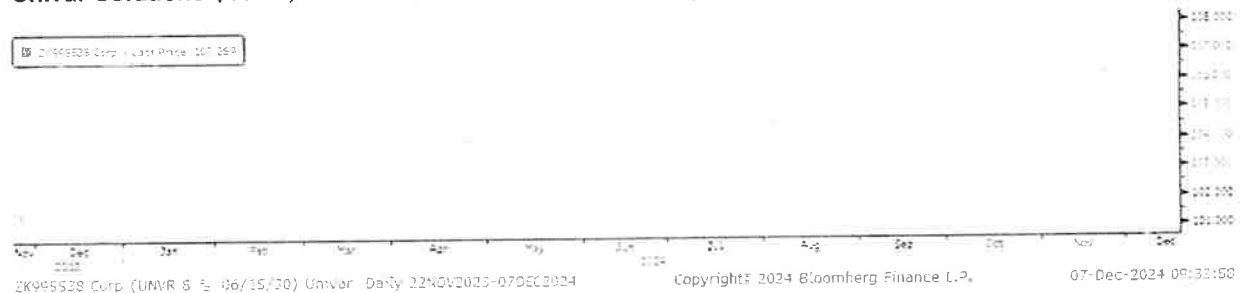
Debt Structure (for the period ended Sept. 30, 2024):

Long-term Debt	Rate as of Sept. 30, 2024	(US\$M)	Maturity
US Term Loan	Variable interest rate of 8.46%	\$2,733.4	8/1/2030
Euro Term Loan	Variable interest rate of 6.90%	\$1,113.6	8/1/2030
Asset Based Loan (ABL) Facility	Variable interest rate of 6.99%	\$392.4	8/1/2028
Senior Secured Notes	Fixed interest rate of 8.50%	\$800.0	6/15/2030

Q3 2024 Key Business Highlights

- Amidst a flat industrial backdrop, Q3 2024 exhibited growth and stronger profitability, driven by market share gains and continued successful execution of cost savings initiatives.
- Q3 2024 Adjusted EBITDA of \$240M. 9.1% growth compared to Q3 2023 reflects sustained higher volumes versus prior year and benefit of cost savings program, despite sluggish industrial recovery.

Univar Solutions \$800M, 8.5% 6/15/2030 Bond Price Chart (12/6/24):



Q3 2024 Key Business Highlights:

- On track to reach \$175M run rate cost savings, with \$83M achieved YTD 3Q24 and expecting \$113M to be achieved in FY 2024. Outperformance in cost savings driven by increased fleet and network planning savings.
- Delivered Gross Profit margins improved to 20.5% in Q3 2024 vs 20.3% in Q3 2023 (20.3% 2024 YTD vs 19.8% 2023 YTD), as both Chemicals & Services ("C&S"), and Ingredients & Specialties ("I&S") continued margin enhancement initiatives.
- Q3 2024 Adjusted EBITDA margins improved to 9.5% from 8.8% in Q3 2023. Pro Forma Adj. EBITDA margin approaches 10%.
- Generated \$150M of net post-tax proceeds from an accretive sale-leaseback of 22 properties in August 2024, which were used to pay down debt.
- Liquidity as of Q3 2024 remains strong at \$738M. Pro Forma Net Total Leverage of 5.2x reflects the impact of cost savings, acquisitions, and synergies.

Uniquely Positioned to Grow and Capture Market Share

- Platform leverages broadest product offering – #1 in North America, with leading supplier and customer relationships
- Executing cost and operational improvement programs to drive margin expansion
- Global footprint provides for strong pipeline of supplier authorizations and market share growth across Chemical & Services and Ingredients & Specialties channels
- Integrated IT systems are a significant competitive advantage
- Disciplined approach to acquisitions to compound growth
- Experienced and committed management team to drive prudent balance sheet management, above-market growth and strong cash flow

Univar Solutions LLC
3075 Highland Pkwy, Suite 200, Downers Grove, IL, 60515
Phone: +1 (331) 777-6000
<https://www.univarsolutions.com>

Recent Credit Updates:

- **Moody's Detailed Credit Consideration (11/20/2024):** "We expect Moody's adjusted leverage of around 5.6x at year-end 2024, staying relatively flat at 5.5x in 2025, with interest coverage of around 1.8x-1.9x. The improvement in leverage over the next 12-18 months relative to reported metrics for the LTM period ending September 2024 is expected to be driven by progress on the company's cost savings initiative, which would result in the cost savings benefit being embedded into reported financials, along with a reduction in the amount of one-off items or adjustments to reported EBITDA."

Moody's LTM Sep-24 Debt / EBITDA of 7.3x does not take into consideration the Company's cost savings initiative, nor does it reflect the reduction of one-off items which in Moody's forecast lead to reduced leverage at 5.6x in 2024F and 5.5x in 2025F.

- **Sept. 20, 2024:** Reduced the applicable margin on i) the existing US Term Loan to 3.5% for Term SOFR borrowings (down 50 bps) and 2.5% for ABR borrowings, and ii) the existing Euro Term Loan to 3.5% for EURIBOR borrowings (down 50 bps).
- **Oct. 30, 2024:** Expanded the ABL borrowing base approximately \$79 million by amending the ABL Facility to include the Mexican business as a guarantor.

Credit References:

- **The Dow Chemical Company**
Attn: Customer Financial Services, 1320 Waldo Avenue, Midland, MI, 48642
Dow Credit Reference Website: <http://creditreference.dow.com>
Customer Code: 00069978, State/Province Code: WA
- **Eastman**
PO Box 431, Kingsport, TN 37662
Eastman Credit Reference portal instructions:
<https://customercenter.eastman.com/Documents/CreditInquiryCommunication.pdf>
Eastman Credit References are provided exclusively via credit reference web-based internet application:
<https://customercenter.eastman.com/creditreference/default.aspx>
- **ICL Performance Products LP**
622 Emerson Road #500
Creve Coeur, MO 63141
E-mail: sm-icl-na-creditdepartment@icl-group.com
(No longer use a fax or mail for credit reference requests)



Univar Solutions is a global partner to our suppliers and customers for the distribution of chemicals. Our global network represents the latest ingredients you need to formulate better, more sustainable solutions. We offer one of the most extensive product lines of specialty chemicals and ingredients in the industry.

Leadership Team

David Jukes, President and Chief Executive Officer: Mr. Jukes became President and Chief Executive Officer of Univar Solutions in March 2019 following Univar's acquisition of Nexeo Solutions. He joined Univar in 2002 and served as President and Chief Operating Officer from May 2017 to May 2018 and President and Chief Executive Officer from May 2018 to February 2019. Additionally, Mr. Jukes held the Executive Vice President and President of Univar USA positions from June 2016 to May 2017, and President of Latin America (LATAM) from September 2015 to May 2017. Mr. Jukes is a 35-year veteran of the chemical distribution industry with a distinguished background of achievements. His passion for growth and proven record of success can be seen through his leadership and business acumen. Prior to joining Univar, Mr. Jukes was Senior Vice President of Global Sales, Marketing and Industry Relations, for Omnexus, a plastics industry consortium e-commerce platform. In 1991, he joined Ellis & Everard, a chemical distribution company in the UK, ultimately becoming vice president of corporate development for their Polymers division. He currently serves on the board of DCC plc, a £12.3 billion international sales, marketing and support services group that is headquartered in Dublin, Ireland, and is publicly traded in the UK. Mr. Jukes is a graduate of the London School of Business.

Nicholas Alexos, Executive Vice President and Chief Financial Officer: Mr. Alexos joined Univar Solutions in January 2020 as Executive Vice President and Chief Financial Officer, bringing in-depth knowledge and expertise around market and margin expansion in the general industrial and consumer sectors. Before joining Univar Solutions, Mr. Alexos served as Executive Vice President, Chief Financial Officer and Chief Administrative Officer at Dentsply Sirona, Inc. where he led the growth strategy and executed successful portfolio shaping initiatives. Previously he served as a Managing Director of Madison Dearborn Partners, LLC, where he helped a wide array of portfolio companies achieve growth and margin expansion. He has served on a number of boards including VWR International, Option Care Health, Sirona Dental Systems, Team Health, Performance Health and various others. He has also served on the boards of numerous non-profit organizations including the Children's Inner City Educational Fund, Lake Forest Country Day School, MetroSquash, University of Chicago Booth School of Business Council, Boys and Girls Clubs of Chicago and the Harvard Dental School of Medicine Advisory Board. Mr. Alexos received his bachelor's degree in business from Loyola University, and a master's degree in business administration from the University of Chicago Booth School of Business.

James Holcomb, Executive Vice President and Divisional President, Chemical Distribution & Services: Mr. Holcomb serves as Executive Vice President and Divisional President of Chemical Distribution & Services. Mr. Holcomb joined Univar Solutions in January 2021 as Senior Vice President, President of North America and Chemicals & Services, bringing over 25 years of industry experience that includes leading critical growth projects, managing integration projects and processes, and instilling commercial discipline practices. Mr. Holcomb joined Univar Solutions after having been previously employed by Brenntag where he held the role of Chief Operating Officer for North America. Throughout his career, Mr. Holcomb has demonstrated his ability to find synergies and unlock new growth. He received his bachelor's degree in business administration from the University of Kentucky and a master's degree in business administration from the University of Memphis and completed the International Management Course at Ashridge University in the U.K.

Nicholas Powell, Executive Vice President and Divisional President, Ingredients & Specialties: Mr. Powell serves as Executive Vice President and Divisional President of Ingredients & Specialties. As an industry veteran with 35 years in the chemical industry, Mr. Powell joined Univar in 2009, establishing the company's Middle East and Africa businesses and grew its footprint by leading the acquisition of the Turkey business. In 2014, Mr. Powell assumed leadership of EMEA's Focused Industries where he grew those businesses to new levels. In addition to EMEA, he continued to lead Univar's APAC operations, which he successfully returned to profitability after assuming their leadership in late 2015. In 2020 Mr. Powell expanded his role to globally launch and then lead the Consumer and Industrial Solutions business where he focused on growing a largely differentiated set of chemistries and ingredients through prioritized end-markets. Prior to joining Univar, Mr. Powell spent more than 20 years in the chemicals industry, primarily in the water treatment chemicals and construction chemicals fields.

Alexandra Colin, Senior Vice President, General Counsel and Secretary: Ms. Colin has served as the Senior Vice President and General Counsel and Secretary of Univar Solutions since July 2023 where she leads the global legal team, the global compliance and enterprise risk management programs, and the global real estate team, for the company. With years of experience advising national and multinational as well as public and private entities, Ms. Colin is an expert on diverse matters including mergers & acquisitions, litigation, product liability, compliance, risk management, privacy, research & development, clinical trials, sales, marketing, government investigations, environmental, health & safety, and general business activities. Prior to joining Univar Solutions, Ms. Colin served as associate general counsel, personal care North America for the Kimberly-Clark Corporation. Other previous roles include various associate general counsel positions at Baxter Healthcare Corporation as well as an associate in the litigation and environmental practice areas for Mayer Brown LLP. She received her bachelor's degree in biology from Earlham College and a master's degree in natural resources and environmental science from the University of Illinois Urbana-Champaign and a juris doctor from the University of Illinois College of Law.

Patrick Jerding, Senior Vice President and Chief Information Officer: Mr. Jerding became Senior Vice President and Chief Information Officer of Univar Solutions in March 2019 following Univar's acquisition of Nexeo Solutions. Prior to joining Univar Solutions, Mr. Jerding served as Vice President and Chief Information Officer of Nexeo Solutions since December of 2016 and was the Vice President of Technology from May of 2011. Mr. Jerding has over 25 years of experience in Information Technology having served in multiple roles of increasing responsibility where he has gained broad experience in developing enterprise resource planning and infrastructure application solutions on broad scale. From 2003 to 2011 Mr. Jerding was with LyondellBasell where he led teams through large scale projects to increase effectiveness and productivity throughout the organization. Mr. Jerding received his bachelor's degree in computer science from Iowa State University.

Jennifer McIntyre, Senior Vice President and Strategic Advisor: Ms. McIntyre serves as Senior Vice President and Strategic Advisor, having most recently served as Senior Vice President, Chief People and Culture Officer. Additional leadership roles have included Senior Vice President, Chief Streamline Officer, and Head of North American Operations, as well as Senior Vice President and Chief Integration Officer of Univar Solutions where she successfully led the integration of Univar and Nexeo Solutions following the March 2019 acquisition. Ms. McIntyre joined Univar in June 2013 as Vice President, Regional Supply Chain, and led the Company's Supply Chain Operations for the USA business from December 2014 to December 2017. In January 2018, Ms. McIntyre was promoted to Senior Vice President and Chief Supply Chain Operations Officer. Ms. McIntyre has more than 25 years of experience in the chemical manufacturing industry and served in several senior leadership positions at Rohm and Haas, a subsidiary of The Dow Chemical Company that manufactures specialty chemicals, and with The Dow Chemical Company, one of the world's largest chemical manufacturers. Ms. McIntyre's most recent role at The Dow Chemical Company was Global Supply Chain Director from January 2010 to June 2013. She currently serves on the board of Hoover CS, a leading provider of sustainable packaging and fleet management solutions. Ms. McIntyre earned her bachelor's degree in chemical engineering from Drexel University and a master's degree in environmental engineering from Drexel University.

Univar Solutions LLC
3075 Highland Pkwy, Suite 200, Downers Grove, IL, 60515
Phone: +1 (331) 777-6000
<https://www.univarsolutions.com>



GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 8:00 am – 5:00 pm (EST)

In case of an emergency during non-business hours: 833-864-8271 / Energy.Oncall@univar.com

For Chemical Related Emergencies:
ChemTrec: (800) 424-9300

Names, Telephone/Fax Numbers of those responsible for taking orders and initiating delivery:

Office Phone: 855-888-8648

Customer Service	CustSolOhioValley@univarsolutions.com
Lennys Gomez Romero	614-613-1718
Lennys Gomez Romero	lennys.gomezromero@univarsolutions.com
Please EMAIL ALL orders to	CustSolOhioValley@univarsolutions.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(unless otherwise specified)

Univar Solutions USA LLC
Attn: Shelley Riggle
929 Nelson Place
Trenton Ohio 45067

Contacts:

Shelley Riggle
Municipal Specialist
929 Nelson Place
Trenton Ohio 45067
513-969-7393
shelley.riggle@univarsolutions.com

Remittance Address:

Univar Solutions USA LLC
62190 Collections Center Drive
Chicago, IL 60693-0621

Standard Payment Terms:

Net 30 days

ACH Payments: Electronic Payments Network
ABA (Routing) #: 111000025
Bank Acct #: 4427142686
Email Remittance to: cashapps@univarsolutions.co

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Univar Solutions USA LLC	
	2 Business name/disregarded entity name, if different from above. Univar Solutions USA	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 3075 Highland Parkway, Suite 200		Requester's name and address (optional)
6 City, state, and ZIP code Downers Grove, IL 60515-5560		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
9	1	-	1	3	4	7	9	3	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>David Lunden</i>	Date <i>January 2, 2025</i>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/06/2024

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 Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): 800-363-0105 E-MAIL ADDRESS:														
INSURED Univar Solutions USA LLC 3075 Highland Parkway Suite 200 Downer's Grove IL 60515 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER C: Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td>INSURER D: Illinois Union Insurance Company</td><td>27960</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Fire Underwriters Insurance Co.	20702	INSURER C: Indemnity Insurance Co of North America	43575	INSURER D: Illinois Union Insurance Company	27960	INSURER E:		INSURER F:	
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INSURER C: Indemnity Insurance Co of North America	43575														
INSURER D: Illinois Union Insurance Company	27960														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 570106220416** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		XSL647311172 SIR applies per policy terms & conditions	06/07/2024	06/01/2025	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		ISA H10704741 Commercial Auto	06/07/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$5,000,000		XCEG27380566011	06/07/2024	06/01/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLRC70303772 AOS SCFC70303735 WI	06/07/2024	06/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B		N/A				

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

CERTIFICATE HOLDER**CANCELLATION**

	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 <i>Aon Risk Services Central, Inc.</i>

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA LLC	
POLICY NUMBER See Certificate Number: 570106220416			
CARRIER See Certificate Number: 570106220416	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				MMT H10704856 Truckers Liability	06/07/2024	06/01/2025	Combined Single Limi	\$5,000,000
	WORKERS COMPENSATION							
A		N/A		WCUC70303735 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/07/2024	06/01/2025		



CERTIFICATE OF SECRETARY

I, Jumoke Onibokun, hereby certify that:

1. I am the duly elected, qualified and acting Assistant Secretary of Univar Solutions USA LLC, a Washington Limited Liability Company (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.
2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal bids or municipal proposals for the sale of other disposition of products up to \$2.5 million handled by the Company.

Shawnasey McCarthy- Municipal Commercial Manager
Victoria Meakim - Municipal Specialist
Roise Holiday-Henry- Municipal Specialist
Jennifer Perras – Sr. Municipal Specialist
Shelley Riggle - Municipal Specialist
Stacy Ziegler- Municipal Specialist
Raven Claudio - Municipal Specialist
Ileana Caballero – Municipal Specialist

IN WITNESS WHEREOF, I have executed this Certificate of Secretary of the Company this 4th day of January 2024.

DocuSigned by:

Jumoke Onibokun

F7B1477FEB84F47D

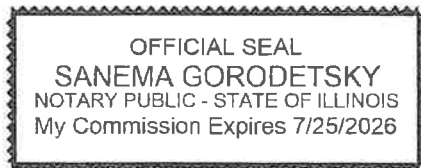
Jumoke Onibokun, Assistant Secretary

State of Illinois)

County of DuPage)

This Certificate of Secretary was signed and sworn before me on this 4th day of January 2024 by Jumoke Onibokun, Assistant Secretary of Univar Solutions USA LLC.

Seal



DocuSigned by:

Sanema Gorodetsky

FB3185C32E35401

Sanema Gorodetsky

Notary Public

My commission expires July 25, 2026

ADDENDUM NO. 1 TO THE BID DOCUMENTS FOR THE CHEMICALS

CITY OF ASHLAND, KENTUCKY

March 11, 2025

TO: ALL HOLDERS OF CONTRACT DOCUMENTS Your attention is directed to the following interpretations of, changes in, and additions to the Contract Specifications and Plans for the above-named project at the City of Ashland, Kentucky.

PERACETIC ACID (PAA) –

Along with the Peracetic Acid (PAA) You will also need to supply Equipment, Mobilization & Related Services.

Please see attached New Bid Form & Specifications. The updated Bid Form and Specifications must be included in the bid.

For more information on this you can reach out to **Jeff McFarlin** Superintendent of Wastewater Plant at Phone **606.385.3204** or email jmcfarlin@ashlandky.gov

-END OF ADDENDUM NO. 1-

**SPECIFICATIONS - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND DIVISION OF WASTEWATER TREATMENT.**

LIQUID CAUSTIC SODA 25% - WATER TREATMENT

A. REQUIREMENTS

1. Caustic soda shall be of such clarity as to permit the reading of flow measuring devices without difficulty.
2. Temperature not to exceed 180° F. delivered.
Regular grade
Sodium Hydroxide (NaOH) minimum 49.5%
Sodium Oxide (Na₂O) minimum 38.4%
Other Material shall meet Food Chemical Codex grade requirements.
3. Shipments shall be made by tank trucks of stainless steel or of suitable material that will not be attacked by the contents of the liquid and shall not contain substances that will impair the usefulness or the material in treating municipal water supplies. **All truck shipments require a tri-axle or small tanker truck to be able to access the bulk tank gate.**
4. Shipments shall be made in tank trucks with a minimum capacity of 3,200 (three thousand two hundred) gallons. Weight certificates shall be supplied by both supplier and truck company. Shipments shall comply with Interstate Commerce Commission Regulations for markings. Shipments shall be delivered at the hours stated by the Director of Engineering and Utilities.
5. Liquid Caustic Soda to be furnished shall meet American Water Works Association Specification No. B 501-88. The manufacturer's affidavit of compliance shall be submitted with the bid.
6. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed

POWDERED ACTIVATED CARBON - WATER TREATMENT

A. REQUIREMENTS

1. The PAC is preferred to be a wood or coconut shell-based material that is chemically activated using phosphoric acid and/or by steam.
2. The PAC is to be a fine powder having:
3. A minimum 99% shall pass through a U.S. Standard Sieve #100.
4. A minimum 95% shall pass through a U.S. Standard Sieve #200.
5. A minimum 90% shall pass through a U.S. Standard Sieve #325.
6. PAC must meet ANSI/AWWA-B600-90 or newer standards.
7. PAC must meet NSF/ANSI Standard 61 Drinking Water System Components –Health Effects. The bidder shall supply a certification letter with the bid.
8. Iodine #800 mg/g minimum. The number shall be determined in accordance with ASTM Method D4607.

9. Bulk density of the PAC shall not be less than 0.2 g/cc (12.5 lb. /cu. ft.) nor greater than 0.5 g/cc (31.2 lb. /cu. ft.).
10. Moisture 8% maximum.
11. PAC shall have an ash content of less than 10%. Include on bid the typical ash content of the product submitted. The ash content will be used to evaluate the pricing of the different products bid.
12. Affidavits of compliance shall be furnished with the bid submitted.
13. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

THE FOLLOWING ITEMS MUST BE INCLUDED WITH BID SUBMITTED

1. BASE MATERIAL AND THE ACTIVATION PROCESS
AND THE SPECIFIC ASH CONTENT OF THE PRODUCT SUBMITTED
2. IODINE NUMBER
3. BULK DENSITY RANGE
4. PARTICLE SIZE THROUGH SIEVES
5. CERTIFICATION LETTER WITH THE BID
6. AFFIDAVITS OF COMPLIANCE SHALL BE FURNISHED WITH THE BID SUBMITTED.
7. GIVE LEAD TIME IN DAYS FOR ORDERS TO BE DELIVRED TO OUR FACILITY.

HYDROFLUOSILICIC ACID - WATER TREATMENT

A. REQUIREMENTS

1. Hydrofluosilicic Acid shall meet the following maximum and minimum chemical percentages by weight:

Hydrofluosilicic acid	H ₂ SiF ₆	23.0 minimum
Arsenic	AS	0.025 max.
Antimony	Sb	0.005 max.
Lead	Pb	0.01 max.
Iodine	I	0.025 max.
Organic mineral		Nil

Commercial strength shall be 23-27 percent H₂SiF₆.

Odor shall be sufficient to identify type of material in use.

2. Hydrofluosilicic Acid shall be delivered bulk in 1,000-1,100 gallons (2" female coupling) with packaging and shipping conforming to current Interstate Commerce Commission Regulations. Delivery must be 1 -2 weeks maximum. Hydrofluosilicic Acid shall meet and conform to American Water Works Association Specification B703-89. A dependable source of supply shall be a contributing factor in the award of the bid. Manufacturer's affidavit of compliance shall be submitted with the bid.

PH of 1% solution shall be 1.2

Density of a 25% solution shall be 10.3 lb./gal/

LIQUID POLYMER FLOCCULENT - SEWAGE TREATMENT

A. REQUIREMENTS

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Wastewater Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

POTASSIUM PERMANGANATE FOR WATER AND SEWAGE TREATMENT

A. REQUIREMENTS

1. Potassium Permanganate shall be of a material meeting American Water Works Association Specification B 603-88.
2. Potassium Permanganate (KMnO_4) shall consist of dark purple or bronze-like rhombic crystals. The free-flowing grade desired may have some other color (commonly grayish hue) from the free-flowing additive.

Specific Gravity 2.7

Bulk Density 90-100 pounds per cubic foot

Solubility in distilled water at 0°Centigrade - 2.5%, at 25° Centigrade 7.8% and 50% at 100°

Grade Desired - Free Flowing

3. The manufacturer or vendor shall provide an affidavit of compliance that the material furnished complies with all applicable requirements of this standard.
4. The material supplied shall contain no impurities, organic or inorganic - that will produce ill effects on the health of consumers. Should the material supplied not meet the chemical or physical requirements of this standard, notice shall be given to the vendor within the thirty (30) days after receipt of the material. Vendor shall then remove the product from the premises and shall make full bid price restoration within thirty (30) days to the City of Ashland. Liquidated damages may also be assessed.

5. Physical Requirements of the material include the following. The free-flowing grade shall not form lumps in the package that cannot be easily broken up by rubbing between the fingers with minimal pressure and shall have no other characteristics that will prevent its use in dry -type feeders. No more than fifteen percent (15%) by weight shall pass through a 200-mesh screen and no more than twenty percent (20%) by weight shall be retained on a 40-mesh screen.
6. Chemical requirements of the $KMnO_4$ in the material furnished shall not be less than ninety-seven percent (97%) by weight.
7. Material shall be shipped in non-returnable 50-lb. - 60-lb. containers.
8. Each container shall be marked and identified as to product, grade, assay, net weight, name of manufacturer and brand name of material lot number of the manufacturer and all markings shall conform to Interstate Commerce Commission regulations in effect at the time of delivery.
Delivery shall be on trucks with hydraulic tailgates.
9. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID ALUMINUM SULFATE -WATER TREATMENT

A. REQUIREMENTS

1. Liquid Aluminum Sulfate shall meet the following maximum and minimum chemical specifications:

Specific Gravity @ 60F: 1.33 min.

Baume scale density @ 60F: 36

Basicity: 2.0

% Aluminum Oxide (Al_2O_3): 8.0 min.

Iron content (ppm): 13

% Insoluble: nil

Grade: The liquid aluminum sulfate shall be a "commercial grade" meeting the above description. It shall conform to the requirements of AWWA B403-03 regulation and these specifications.

2. Delivery: Shipments of liquid aluminum sulfate shall comply with applicable DOT regulations for marking. Any evidence of contamination or failure to meet product specification shall be cause for rejection of delivery. Delivery shall be a maximum of 4,500 gallons and delivered via 2" diameter pipe w/female coupling, (plant has male coupling).

POLY-ALUMINUM CHLORIDE (PAC) – WATER TREATMENT

A. REQUIREMENTS

1. Shipping (Delivery) - 4500 gallons by truck, capable of delivering (by pumping) via 2" diameter pipe, w/female coupler. Plant has male connector. Chemical shall be delivered no more than 7 (seven) calendar days after order has been placed. Written notification (emails are acceptable) of order is required from vendor once order is received.
2. Physical Properties:
 - a. PAC shall be in liquid form
 - b. Specific Gravity 1.2 minimum +/- 0.010
 - c. Solubility - 100%
 - d. % Grade - 40% minimum
 - e. Ph - 2 - 2.5 +/- 0.5
 - f. Viscosity - 5 - 250 Centistokes at 25 degrees Celsius

- g. Stability - will not self polymerize or decompose at normal temperatures
- h. 12.5 Aluminum Oxide
- i. 70% Basicity

SAND - WATER TREATMENT

A. Requirements

50 lb. bags of Micro Silica Sand – Grade 65
Shipment in pallets.

POLYMER – WATER TREATMENT

A. Requirements

1. Shipment – 50 lb. bags on pallets, cationic. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

SODIUM HYPOCHLORITE- WATER TREATMENT

A. Requirements

1. 12% Solution - Specific Gravity 1.22
Bulk Shipments, 4500 gallons, 2" female coupling. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID POLYMER FLOCCULENT for WATER TREATMENT Sludge Press

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Water Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

PERACETIC ACID-SEWAGE TREATMENT

1. Must be a 15% solution.
2. Must be shipped in 3,000 lb. totes.
3. Must provide equipment such as two 330-gallon Tote Containment Units PAK735 with dual tote manifold, or equivalent equipment prior to first delivery.
4. Estimated annual consumption is 20,000 gallons.
5. *Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

***Also, with the Peracetic Acid (PAA) You will need to supply the following:**

6. *Equipment - Qty 1, Handheld PAA analyzer. – Qty 1, Dual (2) Pump equipped skid for PAA feed into the effluent, injection point & repair parts. The skid shall include duty & redundant peristaltic pumps, wiring, piping, valves, fittings & appurtenances. Qty. 2 330 Tote Containment Units with multiple-tote system manifolds.
7. *Services – PAA System Installation, Start-up & maintenance. PAA System Operational Training, maintenance training and dosage optimization training.

INSURANCE REQUIREMENTS

Each prospective bidder shall carry liability Insurance and Workman's Compensation as regulated by the Federal government for the Chemical Industry. As proof of carriage of the insurance shall be included with the Bid. Insurance shall include a provision automatically reinstating the limits after each accident or claim for damages.

ALL CHEMICAL ITEMS LISTED

The successful manufacturer or distributor shall furnish Water and Sewage Treatment Plant Personnel Material Data and Safety Sheets on all materials furnished under this contract. Material Data and Safety Sheets shall be the latest data available on the product to be furnished.

BILLING REQUIREMENTS

All invoices must be billed in the same measurement that the chemical was originally bid. All original invoices must be mailed to the attention of Finance Department, along with a copy immediately emailed to the Department/Division making the purchase. Below are the phone numbers and emails:

Water Plant at phone # 606-385-3200, hstambaugh@ashlandky.gov

Wastewater Plant at phone # 606-385-3204, jmcfarlin@ashlandky.gov

AGENDA ITEM: _____
DATE: _____

CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)

Date Submitted: 04/10/2025	Date Requested: 04/24/2025
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other Consent	USALCO, LLC Poly-Aluminum Chloride (PAC)

RECOMMENDATION:

Mark Hall, Director of Utility Operations requests an Ordinance from the City of Ashland, Kentucky, authorizing Matthew B. Chuck D. Charles, to enter into an agreement with USALCO, LLC 2601 Cannery Ave., Baltimore, MD 21226 for the purchase of Poly-Aluminum Chloride (PAC) for one year, Divisions of Water Production and Wastewater Treatment, Department of Utility Operations

DISCUSSION:

Results from the bid on March 20, 2025 –
Poly-Aluminum Chloride (PAC) - \$3.2814 per gal

FISCAL IMPACT:

Last year's price was –
Poly-Aluminum Chloride (PAC) - \$2.8215 per gal. An increase of - 16.300%

All Low bids were accepted.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Teena Rucker
Teena Rucker

Recommended by:

Mark Hall
Mark Hall

Approved by:

City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT WITH USALCO, LLC FOR THE PURCHASE OF POLY-ALUMINUM CHLORIDE (PAC) AT A PRICE OF \$3.2814 PER GALLON FOR THE DEPARTMENT OF UTILITIES, DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor, be and he is hereby authorized and directed to execute a contract between the City of Ashland, Kentucky and USALCO, LLC, 2601 Cannery Avenue, Baltimore, MD, for the purchase of Poly Aluminum Chloride (PAC) for the Department of Utilities, Divisions of Water Production and Wastewater Treatment, in accordance with the bid of the company in an amount not to exceed those set forth in the attached contract. A copy of said contract is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: MARK HALL, DIRECTOR OF UTILITIES
\\ORDINANCE\Chemical.USALCO

**PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER
PRODUCTION AND WASTEWATER TREATMENT, DEPARTMENT OF
UTILITY OPERATIONS.**

THIS CONTRACT made and entered into this _____ day of _____, 2025, by and between the **CITY OF ASHLAND, KENTUCKY**, a Municipal Corporation, hereinafter known as the **CITY**, acting by and through its Mayor, Chuck D. Charles, duly authorized thereunto, and **USALCO, LLC, 2601 CANNERY AVENUE, BALTIMORE, MD 21226**, party of the second part, hereinafter known as the **COMPANY**.

WITNESSETH: That for and in consideration of the unit prices as listed on the bid form attached hereto to be paid by the **CITY** to the **COMPANY** as hereinafter contained and set forth, and in further consideration of the mutual covenants and agreements hereinafter contained and set forth, the **COMPANY** has agreed and does by these presents, hereby covenant, agree and bind itself to furnish and perform to and for the **CITY** all necessary supervision, labor, material, tools, equipment, (except as specified), services and all facilities required for the completion of this Contract for the City of Ashland, Department of Engineering and Utilities, all in accordance with the Bid of the **COMPANY** dated **MARCH 20, 2025**. Said specifications and Bid Form are attached hereto and made part of this Contract to all intents and purposes as though set out at length in words and figures herein.

COMPANY shall indemnify and hold the **CITY** harmless from any claim or cause of action arising out of **COMPANY'S** performance for the duration of this contract, and further, **COMPANY** assumes all costs of defending the **CITY** against any claims asserted, including attorney's fees.

PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, FOR THE DEPARTMENT OF UTILITY OPERATIONS.

COMPANY agrees to obtain and maintain in force at all times sufficient liability insurance to cover claims against the **CITY** and naming the **CITY** as an additional insured party. Further, **COMPANY** shall provide the **CITY** with evidence of insurance.

IN TESTIMONY OF ALL WHICH, the said **CITY** has caused its Corporate Name to be affixed by Chuck D. Charles, attested by Susan Maddix, City Clerk and its Corporate Seal to be hereunto affixed, and the **COMPANY** has caused its Corporate name to be hereunto subscribed in duplicate original copies, each party taking a copy, this the day and date first written. This contract will become effective May 1, 2025, and shall terminate on April 30, 2026.

CITY OF ASHLAND, KENTUCKY

BY _____
CHUCK D. CHARLES, MAYOR

ATTEST:

SUSAN MADDIX, CITY CLERK

USALCO, LLC

BY _____

TITLE _____

DATE _____

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

ALL BILLING MUST REFLECT THESE UNITS OF MEASURE.

Security deposit requirements must be stated below per item and considered in total bid price.

¹ If bulk rate is offered, list rate in same unit as the non-bulk rate. Leave blank for no bulk rate.

² If bulk rate is offered, list the bulk rate order minimum with unit. Leave blank for no bulk rate.

³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
LIQUID CAUSTIC SODA	60,000 GAL. 25%	\$ No bid / gal.	\$ No bid	No bid	No bid
ACTIVATED CARBON	(Price by Super Sack)	\$ No bid / lb.	\$ No bid	No bid	No bid
HYDROFLUOSILICIC ACID	24,000 GAL. - 1,000-1,100 Gal. Bulk	\$ No bid / gal.	\$ No bid	No bid	No bid
LIQUID POLYMER SEWER PLANT	3000 GALLONS	\$ No bid / gal.	\$ No bid	No bid	No bid
POTASSIUM PERMANGANATE	26,000 LBS	\$ No bid / lb.	\$ No bid	No bid	No bid
ALUMINUM SULFATE (Liquid)	55,000 Gallons Bulk by Truck	\$ 1.8433 / gal.	\$ 101,381.50	\$1.8433 / gal	4,089 gal. (45,000 lbs.)

Name of Bidder: USALCO, LLC

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

Please quote per the specifications, approximate quantities and specific units of measure indicated.

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³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
POLY-ALUMINUM CHLORIDE (PAC)	110,000 GALLONS	\$ 3.2814 / gal.	\$ 360,954.00	\$3.2814 / gal	4,388 gal. (45,000 lbs.)
SAND	10 TON	\$ No bid / lb.	\$ No bid	No bid	No bid
POLYMER, CATIONIC <i>WATER PLANT</i>	20 TON	\$ No bid / lb.	\$ No bid	No bid	No bid
SODIUM HYPOCHLORITE	64,000 GALLONS	\$ No bid / gal.	\$ No bid	No bid	No bid
LIQUID POLYMER <i>WATER PLANT</i>	3000 GALLONS	\$ No bid / gal.	\$ No bid	No bid	No bid

TOTAL BID AMOUNT \$ 462,335.50

NAME OF BIDDER: USALCO, LLC PHONE NO. 800-453-2583

SIGNATURE:  TITLE: Chief Commerical Officer

PRINT NAME: Terry Waldo DATE: 3/17/2025

**BID FORM - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND WASTEWATER TREATMENT.**

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³ Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

*Also with the Peracetic Acid (PAA) you will need to Supply Equipment, Mobilization & Related Services.

CHEMICAL	AVERAGE ANNUAL USE	COST	ANNUAL COST	Bulk Rate ¹	Minimum Bulk Order ²
PERACETIC ACID (PAA)	180,000 LBS or APPROX 20000 GALLONS	\$ No bid / lb.	No bid \$	No bid	No bid
*PAA Equipment Cost		\$ No bid	No bid \$	No bid	No bid
*PAA Service Cost		\$ No bid	No bid \$	No bid	No bid
*PAA Total Annual Cost		No bid	No bid \$	No bid	No bid

Name of Bidder: USALCO, LLC

**SPECIFICATIONS - PURCHASE OF BULK CHEMICALS, DEPARTMENT OF ENGINEERING AND UTILITIES,
DIVISION OF WATER PRODUCTION AND DIVISION OF WASTEWATER TREATMENT.**

LIQUID CAUSTIC SODA 25% - WATER TREATMENT

A. REQUIREMENTS

1. Caustic soda shall be of such clarity as to permit the reading of flow measuring devices without difficulty.
2. Temperature not to exceed 180° F. delivered.
Regular grade
Sodium Hydroxide (NaOH) minimum 49.5%
Sodium Oxide (Na₂O) minimum 38.4%
Other Material shall meet Food Chemical Codex grade requirements.
3. Shipments shall be made by tank trucks of stainless steel or of suitable material that will not be attacked by the contents of the liquid and shall not contain substances that will impair the usefulness or the material in treating municipal water supplies. All truck shipments require a tri-axle or small tanker truck to be able to access the bulk tank gate.
4. Shipments shall be made in tank trucks with a minimum capacity of 3,200 (three thousand two hundred) gallons. Weight certificates shall be supplied by both supplier and truck company. Shipments shall comply with Interstate Commerce Commission Regulations for markings. Shipments shall be delivered at the hours stated by the Director of Engineering and Utilities.
5. Liquid Caustic Soda to be furnished shall meet American Water Works Association Specification No. B 501-88. The manufacturer's affidavit of compliance shall be submitted with the bid.
6. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed

POWDERED ACTIVATED CARBON - WATER TREATMENT

A. REQUIREMENTS

1. The PAC is preferred to be a wood or coconut shell-based material that is chemically activated using phosphoric acid and/or by steam.
2. The PAC is to be a fine powder having:
3. A minimum 99% shall pass through a U.S. Standard Sieve #100.
4. A minimum 95% shall pass through a U.S. Standard Sieve #200.
5. A minimum 90% shall pass through a U.S. Standard Sieve #325.
6. PAC must meet ANSI/AWWA-B600-90 or newer standards.
7. PAC must meet NSF/ANSI Standard 61 Drinking Water System Components –Health Effects. The bidder shall supply a certification letter with the bid.
8. Iodine #800 mg/g minimum. The number shall be determined in accordance with ASTM Method D4607.

9. Bulk density of the PAC shall not be less than 0.2 g/cc (12.5 lb. /cu. ft.) nor greater than 0.5 g/cc (31.2 lb. /cu. ft.).
10. Moisture 8% maximum.
11. PAC shall have an ash content of less than 10%. Include on bid the typical ash content of the product submitted. The ash content will be used to evaluate the pricing of the different products bid.
12. Affidavits of compliance shall be furnished with the bid submitted.
13. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

THE FOLLOWING ITEMS MUST BE INCLUDED WITH BID SUBMITTED

1. BASE MATERIAL AND THE ACTIVATION PROCESS
AND THE SPECIFIC ASH CONTENT OF THE PRODUCT SUBMITTED
2. IODINE NUMBER
3. BULK DENSITY RANGE
4. PARTICLE SIZE THROUGH SIEVES
5. CERTIFICATION LETTER WITH THE BID
6. AFFIDAVITS OF COMPLIANCE SHALL BE FURNISHED WITH THE BID SUBMITTED.
7. GIVE LEAD TIME IN DAYS FOR ORDERS TO BE DELIVRED TO OUR FACILITY.

HYDROFLUOSILICIC ACID - WATER TREATMENT

A. REQUIREMENTS

1. Hydrofluosilicic Acid shall meet the following maximum and minimum chemical percentages by weight:

Hydrofluosilicic acid	H ₂ SiF ₆	23.0 minimum
Arsenic	AS	0.025 max.
Antimony	Sb	0.005 max.
Lead	Pb	0.01 max.
Iodine	I	0.025 max.
Organic mineral		Nil

Commercial strength shall be 23-27 percent H₂SiF₆.
Odor shall be sufficient to identify type of material in use.

2. Hydrofluosilicic Acid shall be delivered bulk in 1,000-1,100 gallons (2" female coupling) with packaging and shipping conforming to current Interstate Commerce Commission Regulations. Delivery must be 1 -2 weeks maximum. Hydrofluosilicic Acid shall meet and conform to American Water Works Association Specification B703-89. A dependable source of supply shall be a contributing factor in the award of the bid. Manufacturer's affidavit of compliance shall be submitted with the bid.

PH of 1% solution shall be 1.2

Density of a 25% solution shall be 10.3 lb./gal/

LIQUID POLYMER FLOCCULENT - SEWAGE TREATMENT

A. REQUIREMENTS

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Wastewater Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

POTASSIUM PERMANGANATE FOR WATER AND SEWAGE TREATMENT

A. REQUIREMENTS

1. Potassium Permanganate shall be of a material meeting American Water Works Association Specification B 603-88.
2. Potassium Permanganate ($KMnO_4$) shall consist of dark purple or bronze-like rhombic crystals. The free-flowing grade desired may have some other color (commonly grayish hue) from the free-flowing additive.

Specific Gravity 2.7

Bulk Density 90-100 pounds per cubic foot

Solubility in distilled water at 0° Centigrade - 2.5%, at 25° Centigrade 7.8% and 50% at 100°

Grade Desired - Free Flowing

3. The manufacturer or vendor shall provide an affidavit of compliance that the material furnished complies with all applicable requirements of this standard.
4. The material supplied shall contain no impurities, organic or inorganic - that will produce ill effects on the health of consumers. Should the material supplied not meet the chemical or physical requirements of this standard, notice shall be given to the vendor within the thirty (30) days after receipt of the material. Vendor shall then remove the product from the premises and shall make full bid price restoration within thirty (30) days to the City of Ashland. Liquidated damages may also be assessed.

5. Physical Requirements of the material include the following. The free-flowing grade shall not form lumps in the package that cannot be easily broken up by rubbing between the fingers with minimal pressure and shall have no other characteristics that will prevent its use in dry -type feeders. No more than fifteen percent (15%) by weight shall pass through a 200-mesh screen and no more than twenty percent (20%) by weight shall be retained on a 40-mesh screen.
6. Chemical requirements of the $KmnO_4$ in the material furnished shall not be less than ninety-seven percent (97%) by weight.
7. Material shall be shipped in non-returnable 50-lb. - 60-lb. containers.
8. Each container shall be marked and identified as to product, grade, assay, net weight, name of manufacturer and brand name of material lot number of the manufacturer and all markings shall conform to Interstate Commerce Commission regulations in effect at the time of delivery.
Delivery shall be on trucks with hydraulic tailgates.
9. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID ALUMINUM SULFATE -WATER TREATMENT

A. REQUIREMENTS

1. Liquid Aluminum Sulfate shall meet the following maximum and minimum chemical specifications:

Specific Gravity @ 60F: 1.33 min.

Baume scale density @ 60F: 36

Basicity: 2.0

% Aluminum Oxide (A12O3): 8.0 min.

Iron content (ppm): 13

% Insoluble: nil

Grade: The liquid aluminum sulfate shall be a "commercial grade" meeting the above description. It shall conform to the requirements of AWWA B403-03 regulation and these specifications.

2. Delivery: Shipments of liquid aluminum sulfate shall comply with applicable DOT regulations for marking. Any evidence of contamination or failure to meet product specification shall be cause for rejection of delivery. Delivery shall be a maximum of 4,500 gallons and delivered via 2" diameter pipe w/female coupling, (plant has male coupling).

POLY-ALUMINUM CHLORIDE (PAC) – WATER TREATMENT

A. REQUIREMENTS

1. Shipping (Delivery) - 4500 gallons by truck, capable of delivering (by pumping) via 2" diameter pipe, w/female coupler. Plant has male connector. Chemical shall be delivered no more than 7 (seven) calendar days after order has been placed. Written notification (emails are acceptable) of order is required from vendor once order is received.
2. Physical Properties:
 - a. PAC shall be in liquid form
 - b. Specific Gravity 1.2 minimum +/- 0.010
 - c. Solubility - 100%
 - d. % Grade - 40% minimum
 - e. Ph - 2 - 2.5 +/- 0.5
 - f. Viscosity - 5 - 250 Centistokes at 25 degrees Celsius

- g. Stability - will not self polymerize or decompose at normal temperatures
- h. 12.5 Aluminum Oxide
- i. 70% Basicity

SAND - WATER TREATMENT

A. Requirements

50 lb. bags of Micro Silica Sand – Grade 65
Shipment in pallets.

POLYMER – WATER TREATMENT

A. Requirements

1. Shipment – 50 lb. bags on pallets, cationic. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

SODIUM HYPOCHLORITE- WATER TREATMENT

A. Requirements

1. 12% Solution - Specific Gravity 1.22
Bulk Shipments, 4500 gallons, 2" female coupling. Chemical shall be delivered no more than 10(ten) calendar days after order has been placed.

LIQUID POLYMER FLOCCULENT for WATER TREATMENT Sludge Press

1. Polymer shall be designed for the conditioning and dewatering of solids in industrial and municipal waste treatment applications.
2. The manufacturer shall enclose a statement with the bid that material to be furnished shall meet EPA guidelines and specifications. Vendor will provide all mixing equipment for the polymer.
3. A certified copy of the analysis of polymer to be furnished shall be attached to the bid. Polymer shall be delivered in container at the hours stated by the Director of Engineering and Utilities.
4. Each prospective bidder shall be required to lab and jar test the polymer on the sludge produced at the Ashland Water Treatment Plant. Each prospective bidder shall furnish a 5-gallon sample to adequately test the product to verify that proposed product performs well and complies with bid specifications. All tests shall be scheduled with the Chief Operator and performed prior to the opening of the bids. Each prospective bidder or sales representative shall be responsible to conduct all testing in the presence of the Chief Operator. Signed copies of the test results shall accompany the bid.
5. Manufacturer's affidavit of compliance with these specifications shall be submitted with bid.
6. Material furnished under this contract shall be manufactured in the continental United States of America and shall so state on each container supplied by the successful bidder.

PERACETIC ACID-SEWAGE TREATMENT

1. Must be a 15% solution.
2. Must be shipped in 3,000 lb. totes.
3. Must provide equipment such as two 330-gallon Tote Containment Units PAK735 with dual tote manifold, or equivalent equipment prior to first delivery.
4. Estimated annual consumption is 20,000 gallons.
5. *Product must be a 15% solution with EPA approval for wastewater disinfection. PeraCide or equal.

***Also, with the Peracetic Acid (PAA) You will need to supply the following:**

6. *Equipment - Qty 1, Handheld PAA analyzer. – Qty 1, Dual (2) Pump equipped skid for PAA feed into the effluent, injection point & repair parts. The skid shall include duty & redundant peristaltic pumps, wiring, piping, valves, fittings & appurtenances. Qty. 2 330 Tote Containment Units with multiple-tote system manifolds.
7. *Services – PAA System Installation, Start-up & maintenance. PAA System Operational Training, maintenance training and dosage optimization training.

INSURANCE REQUIREMENTS

Each prospective bidder shall carry liability Insurance and Workman's Compensation as regulated by the Federal government for the Chemical Industry. As proof of carriage of the insurance shall be included with the Bid. Insurance shall include a provision automatically reinstating the limits after each accident or claim for damages.

ALL CHEMICAL ITEMS LISTED

The successful manufacturer or distributor shall furnish Water and Sewage Treatment Plant Personnel Material Data and Safety Sheets on all materials furnished under this contract. Material Data and Safety Sheets shall be the latest data available on the product to be furnished.

BILLING REQUIREMENTS

All invoices must be billed in the same measurement that the chemical was originally bid. All original invoices must be mailed to the attention of Finance Department, along with a copy immediately emailed to the Department/Division making the purchase. Below are the phone numbers and emails:

Water Plant at phone # 606-385-3200, bstambaugh@ashlandky.gov

Wastewater Plant at phone # 606-385-3204, jmcfarlin@ashlandky.gov

CITY OF ASHLAND, KENTUCKY, INFORMATION – PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, DEPARTMENT OF PUBLIC SERVICES AND UTILITY OPERATIONS.

The Contractor shall file all notices required by, and comply with, all applicable federal, state, or local laws, ordinances, codes, regulations, and guidelines and shall at his own expense secure and pay the fees or charges for all permits required for the performance of the Contract work.

The Contractor shall be responsible for all damages to persons or property that the work and shall be responsible for the proper care and protection of all work performed until full completion and final acceptance by the City of Ashland. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.

During the performance of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. No officer, employee, or member of the governing body of the City of Ashland who exercises any function or responsibility in connection with the carrying out of this project shall have any private interest, direct or indirect, with this contract.

The City of Ashland shall have the right to inspect the work at all times and at the completion thereof.

**CITY OF ASHLAND, KENTUCKY, INFORMATION – PURCHASE OF BULK
CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND
WASTEWATER TREATMENT, DEPARTMENT OF PUBLIC SERVICES AND
UTILITY OPERATIONS.
CONTINUED**

The work which the Contractor is required to perform under this contract, shall be started within ten (10) days after receipt of written notice. The contractor shall be responsible to the City for all signs, barricades, etc. that belong to the City.

The City of Ashland may terminate this agreement at any time, without liability except for payment of amounts to which it reasonably believes the Contractor is properly entitled. If the City believes, the Contractor has not fully satisfied any of the terms and conditions, no payment shall be made. In the event of such termination, the Contractor shall immediately cease work and shall evacuate the premises without order of any court.

The foregoing specifications shall be made a part of the contract as fully as if written in words or figures therein and shall be made a part of this contract.

Each prospective bidder shall return the entire bid package which includes their bid. All forms within the bid packet must be fully completed. Failure to provide all of the information can result in the bid being considered as non-responsive. In addition, failure to provide a performance bond within 10 calendar days after notice of the award will result in forfeiture of the bid bond or certified check.

All work performed under these specifications shall be approved by the City of Ashland's Director of Utility Operations before payment is made. No partial payments shall be made. Upon completion of the Contract, an invoice shall be submitted. Upon approval from the Board of Commissioners, payment shall be made within a timely manner.

Any questions as to these specifications shall be addressed to Mark Hall,
Director of Utility Operations (606) 385-3332

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 1)

1. ~~All bids shall be accompanied by a BID BOND or CERTIFIED CHECK in the amount of ten (10%) of the bid, in favor of the City of Ashland. Bonds shall be issued by a responsible surety company licensed to do business in the Commonwealth of Kentucky. Certified checks shall be made payable to the CITY OF ASHLAND. Failure to comply with this requirement SHALL result in the rejection of the bid.~~

~~The checks and bonds of the unsuccessful bidders shall be returned as soon as practical after the award of the contracts.~~

~~Successful bidders will be required to furnish contract surety in the form of a PERFORMANCE BOND and PAYMENT BOND in an amount equal to one hundred (100%) percent of the total amount of the contract. If the bid is accepted, a contract shall be entered into, and the performance bond and payment bond secured within ten (10) days after written notice of acceptance is sent.~~

2. Bids shall be made out and signed in the corporate or other name of the bidder and shall be fully executed by an authorized person.

3. Bids shall be submitted on the Bid Forms contained within the bid packet. Bid forms shall not be altered in any way. Alternate bids will not be accepted unless called for in the bid. Should the bidder desire to submit two or more bids for the same project, each bid shall be submitted separately and thus completely independent of each other. If a bidder is unable to bid on a particular item, write "No Bid" on that line.

4. Bids received later than the time and date specified will not be considered. Also, amendments to or withdrawals of bids received later than the time and date set for the bid opening will not be considered. Bids received after the bid opening shall not be considered and will be returned unopened to the bidder.

5. The entire bid packet, including the completed bid form, shall be submitted in an enclosed SEALED envelope with the bidder's name and address in the upper left-hand corner.

All bids shall be marked "SEALED BID" with the date and hour of the bid opening and the specific material or service bid is to be placed on the outside of the envelope in the lower left-hand corner. All bids shall be addressed to the CITY CLERK, City of Ashland, Room 403, 1700 Greenup Avenue, P. O. Box 1839, Ashland, Kentucky 41105-1839.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 2)

6. Bidders or their representatives may be present at the bid opening.
7. The Director of Utility Operations reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.
8. The Director of Utility Operations reserves the right to correct any award erroneously made as a result of a clerical error on the part of the City of Ashland.
9. Bids received sealed with any kind of **TAPE** shall not be accepted. To be considered, all bids shall be **SEALED**.
10. The City of Ashland reserves the right to hold all bids for a period of forty-five (45) days from the date of the bid opening.
11. All prices for material, equipment, supplies, apparatus, etc., shall be F.O.B., Ashland, Kentucky at the designated places of delivery.
12. Prospective bidders shall comply with the President's Executive Order No's. 11246 and 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin, Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, Contract Work Hours Standards Act, 40CFR 35.936 F, and all other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods, or services called for in these documents.
13. All bidders shall certify that they do not and will not maintain or provide for their employee's facilities which are segregated or biased based on race, color, creed, or national origin, and that they will make positive effort to use small and minority owned businesses in the performance of the contract.
14. All bidders shall receive, upon request, a tabulation of the bids once a decision has been reached and approved to award bid to the successful bidder. The tabulation is not available on the date of the bid opening.
15. All bids shall include adequate information, brochures, latest printed detailed specifications, and advertising literature describing the commodity or service offered to permit ready comparison with City specifications on an item-by-item basis.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 3)

16. The City of Ashland, through its City Manager, reserves the right to accept or to reject any or all bids. The City also reserves the right to award bids whole or in part when it is deemed to be in the best interest of the City of Ashland.

17. Specifications and full information for bidders may be seen and obtained at the Office of Engineering and Utilities, 1700 Greenup Avenue, Room 408, Ashland, KY. Questions concerning all or any part of the Bid Package shall be addressed to the Director of Utility Operations, P. O. Box 1839, 1700 Greenup Avenue, Ashland, Kentucky 41105-1839, or phone (606) 385-3275.

18. It is recommended that bidders keep a copy of the Bid Package submitted.

19. Preference will be given by the City of Ashland to the lowest responsible bidder furnishing products made and assembled in the continental United States of America. Where the price of an acceptable American-made product is within five percent (5%) of a non-American-made product, the bid award will be made to the domestic manufacturer.

20. Any bidder submitting an alternate bid or proposal when alternate bids or proposals have not been requested shall have his or her bid rejected as non-responsive.

21. Any bidder submitting a bid incorporating two (2) or more prices for an item or group of items – unless such method of pricing is requested on the Bid Form – or which imposes conditions for acceptance other than those established in the specifications shall have the bid rejected.

22. Manufacturer's catalog numbers, trade names, etc., if shown herein are for descriptive purposes only and are to guide the prospective bidder in determining the standard or quality, design, and performance desired and shall not be construed to exclude other types of commodities and / or service. Any exceptions taken to specifications shall be listed and described on a separate sheet with the various increase or decrease in price clearly stated.

23. All bids shall be signed by the bidder or an authorized representative. Unsigned bids shall not be considered. Facsimile copies shall not be submitted and will not be considered.

INSTRUCTIONS FOR BIDDERS – FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN REJECTION OF THE BID. (Page 4)

24. All equipment furnished shall be in full compliance with Office of Safety and Health Administration regulations in effect at the time of shipment. In addition, equipment and all chemicals must include all paperwork including any Material Safety Data Sheets and be labeled accordingly.
25. The City of Ashland is exempt from all Commonwealth of Kentucky Sales Taxes and Federal Excise Taxes.
26. The signature of the bidder or his authorized representative shall be considered as in acceptance and compliance with all terms and conditions contained and set out in this bid package.
27. Each bidder shall return the original bid package – intact – with all forms, materials, etc. attached. All signatures shall be original.
28. Any literature, forms or items requested in the bid package shall be original material and shall be unaltered.
29. Licensed bidders shall submit a copy of their business license with the bid. Unlicensed bidders shall complete the business license application in the bid packet and return the application with the appropriate fee as part of the bid packet. The forms are included in this bid packet. The City may consider any unlicensed bidder failing to meet this condition as an unresponsive bidder.
30. The City of Ashland passed an Occupational License Fee – Ordinance 28, 1999. Each bidder shall be required to follow the guidelines as stated therein. The Occupational License Fee is effective as of July 1, 1999. The forms are included in this bid packet.
31. The bidders acknowledge that Boyd Circuit Court shall have jurisdiction over disputes that might arise relating to the bidder with which the City enters into an agreement for these services.
32. The City of Ashland reserves the right to hold the successful bidder's Bid Bond / Certified Check for single purchase items. The Bid Bond / Certified Check will be returned after successful fulfillment of bid has verified.

BIDDING QUALIFICATIONS

Pursuant to City of Ashland Ordinance No. 49, Series of 2023, as amended, I, Tony D. Grubb, City Manager of the City of Ashland, Kentucky do hereby designate that the form attached hereto as Exhibit 1 to be utilized by all bidders/vendors seeking qualification or prequalification to bid on contracts to be awarded by the City of Ashland. The information shall be utilized to determine the bidder's/vendor's qualification to bid based upon the bidder's/vendor's ability and capacity to perform contracts on a timely basis; the bidder's/vendor's character, reputation, integrity and expertise; the bidder's/vendor's satisfactory performance on previous contracts with the City of Ashland; and the bidder's/vendor's satisfactory performance on previous contracts with other governmental entities.

Evaluated bids may give preference in the award of contracts to bidders/vendors whose bid is not more than fifteen percent (15%) in excess of the lowest bid received and that have met at least seventy percent (70%) of the evaluated bid criteria as shown on Exhibit 2 attached hereto and incorporated by reference herein.

This 29th day of January, 2025.



Tony Grubb
City Manager
City of Ashland
P. O. Box 1839
Ashland, KY 41105-1839

EXHIBIT 2
EVALUATED BID CRITERIA

1. Bidder/Vendor has a written safety and health program that includes training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures.

✓
2. Bidder/Vendor has a substance abuse program that includes testing and treatment.

✓
3. Bidder/Vendor has its principal place of business within the city limits of Ashland.
4. Bidder/Vendor has its principal place of business within the territorial limits of Boyd County, Kentucky.
5. Bidder/Vendor has successfully completed at least two (2) projects of comparable size, complexity, and cost within the past five (5) years.

✓
6. Bidder/Vendor has previously satisfactorily completed at least two (2) contracts for the City of Ashland.

✓
7. Bidder/Vendor has a workers' compensation E-Mod factor of 1.0 or less.

Do not have Worker's Compensation in Kentucky
8. Bidder/Vendor has a bank credit reference sufficient for a project of this size.

✓
9. All sub-contractors identified by vendor as doing work on the project are qualified to bid on City of Ashland projects.

✓ No subcontractors
10. Bidder/Vendor has written procedures to ensure compliance with current federal and state wage and hour laws, including employee eligibility to work and has a policy which provides equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veterans, or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

✓

EXHIBIT 1

BIDDER/VENDOR PRE-QUALIFICATION DISCLOSURE STATEMENT

1. Bidder/Vendor Information

Name: USALCO, LLC

Type of Entity: Limited Liability Company (LLC)

Contact Person: Terry Waldo, Chief Commerical Officer

Principal Office Address: 2601 Cannery Ave. Baltimore, MD 21226

Phone Number: 800-453-2583

E-mail Address for Contact Person: bids@usalco.com

Federal Tax ID#: 27-1125234

If Corporation or Limited Liability Company, State of Incorporation Maryland

2. Provide a description of your experience with significant projects of your company within the past five (5) years and provide contact information for the owner's representative for all such projects.

Please see the attached Statement of Bidder's Qualifications.

3. Provide documentation from projects during the past five years detailing timeliness of performance, quality of work, extension requests, findings, fines and penalties imposed and payment thereof, including liquidated damages, liens, history of claims for extra work, and contract defaults with explanations of same.

Please see the attached Statement of Bidder's Qualifications.

4. Have you ever failed to complete any job awarded to you? If so, indicate where and why.

No

5. Have you ever defaulted on a contract? If so, indicate where and why.

No

ATTACHEMENT TO STATEMENT OF BIDDER'S QUALIFICATIONS

Number 2 and Number 3:

STATEMENT OF QUALIFICATIONS

USALCO, LLC
2601 Cannery Avenue
Baltimore, MD 21226

USALCO, LLC has been manufacturing water and wastewater treatment chemicals of over thirty years. With the acquisition of Delta Chemical Corporation in November 2011, we have a combined experience of over eighty-five years.

USALCO, LLC has twenty-six manufacturing facilities all located in the United States of America. Our largest manufacturing facility is in Baltimore, Maryland.

Visits to our plant are welcome upon request.

Delivery will be made by Solutions Transport, LLC, a subsidiary of USALCO, LLC.

REFERENCES

1. City of Ashland – 1700 Greenup Avenue, KY 41105
2. City of Baltimore – Bureau of Purchases, 231 East Baltimore Street, Baltimore, MD 21202
3. Washington Suburban Sanitary Commission – 14501 Switzer Lane, Laurel, MD 20707
4. North Jersey District Water Supply Commission – One F.A. Orechio Drive, Wanaque, NJ 07465
5. City of Cincinnati – 4747 Spring Grove Avenue, Ashland, KY 41105

HISTORICAL PERFORMANCE

USALCO prides itself in meeting contractual requirements and our exceptional customer service. The City of Ashland, KY utilized us for this contract since 2012. If further information is required, please feel free to let us know.

CONTACT INFORMATION

Emergency contact line:	800-882-3883	
Chad Frazier, Regional Sales Manager	423-213-0772	
Chris Tesone, Director of Sales	330-418-4422	
Jessica Piccirilli, Bid & Contract Specialist	501-263-2143	bids@usalco.com

6. Has your company had any suspension or revocation of any professional licenses of any director, officer, owner or managerial employee to the extent that any such licensure is necessary to perform the work contemplated by the contract?

No ☒ Yes _____ If yes, explain _____

7. List all directors, officers, project managers and superintendents of your company with names and addresses.

Ken Gayer, CEO - Baltimore, MD
Terry Waldo, CCO - Baltimore, MD
Hassan Mela, CFO - Baltimore, MD
Jason James, COO - Baltimore, MD

8. Has your company been involved in litigation in which it has been named as a defendant or third-party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years? If so, please include copies of all pleadings.

No ☒ Yes _____ If yes, explain _____

9. Has your company been involved in litigation in which it was a Defendant or Third-Party Defendant in an action involving a breach of contract for failure to perform as contracted or within like manner.

No ☒ Yes _____ If yes, explain _____

10. Has your company, any of its high-level management personnel, or any of its owners been convicted of a federal or state criminal offense, including embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property?

No ☒ Yes _____ If yes, explain _____

11. Has your company, any of its high-level management personnel, or any of its owners been convicted of a criminal offense in connection with obtaining, attempting to obtain, and/or performing any public or private contract?

No ☒ Yes _____ If yes, explain _____

12. Has your company, its officers, directors, owners and/or managerial employees been convicted or indicted for any crime within the past five years? This includes previous companies in which current principals of your company or subcontractors were affiliated.

No ☒ Yes _____ If yes, explain _____

13. Has your company had a performance bond canceled or had a claim made on a performance bond over the previous five years?

No ☒ Yes _____ If yes, explain _____

14. Does your company have a written substance abuse program that includes testing and treatment?

No _____ Yes ☒ If yes, please provide a description of the same or a copy of the Table of Contents for that program.

15. Does your company have a written safety and health program that includes, but is not limited to training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures?

No _____ Yes ☒ If yes, please provide a description or copies of the Table of Contents for written job site safety programs and current workers' compensation E-Mod factor.

16. Please list all job site citations received within the past five years from OSHA, KYOSH, DOT and/or EPA.

None

17. Please state whether the bidder or any officer, director, or management employees has been debarred or suspended by any federal, state or local government agency within the last five years.

None have been.

18. Please list your bank credit reference:

Citizens Commercial Banking
1 Citizens Drive, Riverside, RI 02915

19. Will you, upon request, supply a detailed financial statement and furnish any other financial information that may be required by the City of Ashland?

No _____ Yes _____ Depending on the applicability.

20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the City of Ashland in verification of the statements made comprising this State of Bidder's Qualifications.

Dated on this 13th day of March, 2025.

USALCO, LLC

NAME OF BIDDER

TW
BY

Terry Waldo, Chief Commerical Officer

TITLE

State of ARKANSAS

County of SALINE

Terry Waldo, being duly sworn, deposes and
says that he/she is Chief Commerical Officer of USALCO, LLC
answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed, sworn to and acknowledged before me this 13th day of March
2025.



Jessica Piccirilli
NOTARY OF PUBLIC of the State of ARKANSAS

Jessica Piccirilli

My commissioner expires: 2/3/2032

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ARKANSAS COUNTY OF SALINE

Terry Waldo, being first duly sworn, deposes
and says that:

(1) He or She is Chief Commerical Officer

(OWNER, PARTNER, REPRESENTATIVE OR AGENT)
of USALCO, LLC, the bidder
that has submitted the attached bid;

(2) He or She is fully informed respecting the preparation and contents of
the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents
or representatives, employees or parties in interest, including the affinity has in
any way colluded, conspired, connived or agree, directly or indirectly with any
other Bidder, firm, or person to submit a collusive or sham Bid in connection with
such Contract, or has in any manner, directly or indirectly, sought by agreement
or collusion or communication or conference with any other Bidder, firm, or
person to fix the price or prices in the attached Bid or of any other Bidder, or to fix
any overhead, profit or cost element of the Bid price or the Bid price of any other
Bidder, or to secure through any collusion, conspiracy, connivance or unlawful
agreement any advantage against the City of Ashland or any person interested in
the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and
are not tainted by any collusion, conspiracy, connivance, or unlawful agreement
on the part of the Bidder or any of its agents, representatives, owners,
employees, or parties, including this affiant.

SIGNED TW

TITLE Terry Waldo, Chief Commerical Officer

Subscribed and sworn to before me this 13th day of March, of
this year 2025.

Jessica Piccirilli Bid & Contract Specialist
(NAME) (TITLE)

Jessica Piccirilli, Notary Public of the State of Arkansas

MY COMMISSION EXPIRES: February 3, 2032



**STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION
REGULATIONS**

The undersigned, as bidder, certifies that he/she and his/her company will not discriminate against any person regarding age, sex, race, religion, national origin, or creed, in accordance with the President's Executive Order Numbers 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland Rules, Regulations and Ordinances in effect at the time of bidding the particular goods or services called for in these Bid Documents.

The bidder also certifies that they do not and will not maintain or provide for their employees any facilities that are segregated and that they will make positive effort to use small and minority owned businesses in the performance of this contract.

COMPANY NAME USALCO, LLC

SIGNED TW

TITLE Terry Waldo, Chief Commerical Officer

DATE 3/13/2025

RESPONSIBILITY FOR DAMAGE, CLAIMS, ETC.

The Contractor shall indemnify and save harmless the City, the Engineer and sub consultants and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on construction or by or on account of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for the City's protection.

In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

USALCO, LLC

COMPANY NAME



SIGNED

Terry Waldo, Chief Commerical Officer

TITLE

3/13/2025

DATE

CITY OF ASHLAND

Department of Finance

Occupational License / Net Profit Division

P.O. Box 1839, Ashland, KY 41105-1839

Phone No. (606)385-3358, 3359, 3360 Fax No. (606)385-3365

****SEE ATTACHED BUSINESS LICENSE****

www.ashlandky.gov

APPLICATION FOR BUSINESS PRIVILEGE AND OCCUPATIONAL LICENSE FEEPlease answer **ALL** questions fully.

1. Business or Individual Name: _____

2. Will you have a Physical Location Within Ashland City Limits? Yes _____ No _____

3. Business Location (Within City Limits): _____

4. Business Location (Physical Address): _____

5. Business Mailing Address: _____

6. Telephone Numbers (include area code): Business: _____ Fax: _____

7. E-mail address: _____

8. Ownership: _____ Sole Proprietor _____ Partnership _____ Limited Liability

_____ Corporation _____ S. Corporation _____ Other

9. Name and home address of owner(s), partners, or if a corporation, list Officers and Titles (attach additional pages if necessary):

10. Federal Tax I.D. #: _____ and / or Social Security Number: _____

11. Nature or description of business: _____

12. Do you have subcontractors or any other contract labor? _____ If yes, please attach a detailed listing.

13. Date business started in Ashland: _____ Number of employees working in Ashland: _____

14. Accounting period per Federal Return: _____ Calendar Year _____ Fiscal Year (Month and Date)

15. Contact Information:**Business License & Net Profit Contact**

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Payroll Tax Contact (If Applicable)

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

CONTINUE ON REVERSE SIDE

New License fees shall be prorated as follows for the first year of business only:

Application Month	Fee
January, February, March	\$100.00
April, May, June	\$75.00
July, August, September	\$50.00
October, November, December	\$25.00
Other Fees	
Late Filing Fee	\$50.00
Additional Location Fee	\$10.00

All information contained on this application is necessary for our records and will be held in strict confidence.

Issuance of this City of Ashland Business Privilege License provides a license to conduct business within the City Limits of Ashland only and does not constitute an approval of any location selected for your business. A copy of this application will be provided to the City's Code Enforcement Office, Zoning Office and Fire Inspectors. A Fire Inspector will be in contact with the applicant; however, it shall be the responsibility of the Applicant, upon selection of a physical location for this business, to contact the Fire Inspectors for a premise inspection to ensure the location meets the established codes for public buildings. Any necessary changes or updates needed to meet applicable code shall be completed in a timely manner as determined by the Fire Inspector. Failure to comply with required inspections and obtain necessary permits may result in additional fines and possible closure until such zoning and safety issues are resolved.

I hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief and I agree to the terms set forth above for a physical location in the City of Ashland.

Authorized Signature: _____ Title: _____ Date: _____

Amount of payment enclosed: \$ _____ Check #: _____

IF PAYING BY CREDIT CARD, COMPLETE BELOW.					
☐	☐	☐	☐	CREDIT CARD NUMBER	AMOUNT
				EXP DATE	SEC CODE
				PRINTED NAME	
SIGNATURE				ZIP CODE	

FOR INTERNAL USE ONLY

Account Number: _____ Assigned By: _____ Date: _____

Zoning / Code Enforcement Approval: _____ Date: _____

Police Chief Approval: _____ Date: _____

Fire Approval: _____ Date: _____

Rev. 1/14/2022



March 17, 2025

City of Ashland
City Clerk
1700 Greenup Avenue
Room 403
Ashland, KY 41101

Re: SEALED BID for Purchase of Bulk Chemicals (Aluminum Sulfate & Polyaluminum Chloride) for the Division of Water Production and Wastewater Treatment, Department of Utility Operations

Dear Director,

USALCO, LLC is pleased to submit the attached third bid for Polyaluminum Chloride & Aluminum Sulfate Liquid to the city of Ashland, KY. The information below is meant to provide background on USALCO as well as detail the company's various certifications.

USALCO is a leading manufacturer and distributor of aluminum-based water treatment chemical products to the industrial and municipal markets. The company was founded in 1980 and is headquartered in Baltimore, MD with twenty-six manufacturing locations.

All of USALCO's products are certified by NSF International to comply with ANSI/NSF/CAN Standard 60 for use in drinking water applications. Copies of these certifications are enclosed.

Thank you for the opportunity to participate in your bidding process and for your interest in USALCO's products and services. Please visit our website at www.usalco.com for additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Jessica Piccirilli'.

Jessica Piccirilli
Bid & Contract Specialist
2601 Cannery Avenue
Baltimore, MD 21226
501-263-2143 Office
bids@usalco.com

Encl
TW/jp



AUTHORITY TO SIGN

To Whom It May Concern:

Terry Waldo is authorized to act as an agent and sign municipal bids and contracts on behalf of USALCO LLC, a Maryland limited liability company, and its subsidiaries.

I am an officer of USALCO, LLC and its subsidiaries.

Subsidiary companies include G2O Technologies LLC.

Respectfully,

Hassan Mela
Chief Financial Officer

I certify that this is a true copy of the original signed document. Today is the 13th day of March, 2025.

Jessica Piccirilli

Notary Public of the State of ARKANSAS
My commission expires: 2/3/2032



USALCO®
www.usalco.com

2601 Cannery Avenue
Baltimore, MD 21226





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/13/2025

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	CONTACT NAME: Paula Routzahn PHONE (A/C, No, Ext): (443)377-7896 E-MAIL ADDRESS: paula@ironriskstrategies.com	FAX (A/C, No): (443)564-4757
IronRisk Strategies, LLC 1122 Kenilworth Dr, Suite 316 Baltimore, MD 21204	INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A:	NAIC #
	AIG Specialty Insurance Co	26883
	INSURER B:	19445
	National Union Fire Insurance Co of Pittsburgh	
	INSURER C:	26883
	AIG Specialty Insurance Company	
USALCO, LLC G2O Technologies, LLC 2601 Cannery Ave Baltimore, MD 21226-1510	INSURER D:	11039
Chesapeake Employers Insurance		
INSURER E:	17370	
Nautilus Insurance Company		
INSURER F:	16535	
Zurich American Insurance Company		

COVERAGES

CERTIFICATE NUMBER: 00000152-0

REVISION NUMBER: 1288

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			EG 9343612	09/15/2024	09/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			934-36-14	09/15/2024	09/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Pollution \$ Included
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTIONS 0			EGU9343613	09/15/2024	09/15/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A		4599527 (MD)	03/15/2025	03/15/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability			FFX2038481-12	09/15/2024	09/15/2025	\$15MM/\$15MM
F	Workers Compensation			673284515	03/15/2025	03/15/2026	Other than MD \$1MM/\$1MM/\$1MM

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

Pollution Coverage - Claims Made

Carrier: Beazley/Lloyd's Syndicates 623/2623

Policy No. W2ACF1200101

03/31/2020 - 03/31/2030

\$10,000,000 Each Pollution Condition

\$20,000,000 Aggregate

(continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER

City of Ashland
1700 Greenup Avenue, Room 403
PO Box 1839
Ashland, KY 41105-1839

CANCELLATION

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

(PAR)

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of _____

AGENCY IronRisk Strategies, LLC		NAMED INSURED USALCO, LLC G2O Technologies, LLC	
POLICY NUMBER N/A			
CARRIER Multiple Carriers	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
\$250,000 Deductible



CITY OF ASHLAND BUSINESS LICENSE

NUMBER
009788

FEE PAID
\$100.00

EFFECTIVE
01/01/2025

EXPIRES
12/31/2025

BUSINESS LICENSE ID

BL-2025-12

LICENSEE:

G2O Technologies, LLC
1 Riverside Way
Phillipsburg, NJ 08865

AUTHORIZED SIGNATURE



SRS

8441 Belair Road, Suite 204, Nottingham, MD 21235 • 410-658-8110 • 410-650-8403 fax

CONFIDENTIALITY AGREEMENT

SAP Referrals Services, LLC a Maryland corporation hereinafter referred to as SRS, agrees to act as the "Service Agent" and provide access to DOT and/or Non-DOT qualified Substance Abuse Professional (SAP) referral services on behalf of USALCO, LLC referred to as the CLIENT.

During the term of this agreement, SRS may have access to and become familiar with various trade secrets and confidential information belonging to CLIENT. Confidential information, as used in this Agreement, may comprise of any list of employees, any internal policies or other information that is not common knowledge among competitors or other companies who may like to possess such confidential information or may find it useful.

SRS acknowledges that such confidential information is owned by and shall solely continue to be owned by CLIENT. During the term of this agreement and forever thereafter, SRS agrees not to use or share such information for any purpose whatsoever, other than directed or authorized by CLIENT.

During the term of this agreement, the CLIENT may have access to and become familiar with various trade secrets and confidential information belonging to SRS. Confidential information, as used in this Agreement, comprises of SAP affiliate lists, any technical, economical, marketing, internal business forms, or other information that is not common knowledge among competitors or other companies who may like to possess such confidential information or may find it useful.

The CLIENT acknowledges that such confidential information is owned by and shall solely continue to be owned by SRS. During the term of this agreement and forever thereafter, the CLIENT agrees not to use or share such information for any purpose whatsoever, other than directed or authorized by SRS.

The laws of the State of Maryland shall govern any dispute arising out of this agreement.

<u>Adrienne Kuper</u>	<u>6/13/18</u>
CLIENT SIGNATURE	DATE
<u>Adrienne Kuper</u>	<u>HR Generalist</u>
PRINTED NAME	TITLE
<u>Dawn Desjardis</u>	<u>6/13/18</u>
SRS REPRESENTATIVE	DATE

USALCO, LLC Employee Handbook

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Technical Data Sheet

Aluminum Sulfate Solution Iron Free

USALCO® Aluminum Sulfate Iron Free is an aqueous solution manufactured by dissolving alumina tri-hydrate (ATH) into water and sulfuric acid. The use of only stringently selected raw materials and state-of-the-art manufacturing practices ensures that USALCO Aluminum Sulfate is of the highest quality. USALCO Alum meets the specifications of the American Water Works Association Standard B403-16 and complies with the requirements of NSF/ANSI/CAN 60: Drinking Water Treatment Chemicals -Health Effects at a maximum dosage of 150 mg/L.

PROPERTIES

Appearance:	Clear to amber or light green liquid.
Specific Gravity at 60 °F:	1.31 – 1.34
Product weight:	10.2 – 11.0 Lbs/Gal
pH (Neat):	1.5 – 2.8
Freezing point:	3° - 25°F

SPECIFICATIONS

% Al ₂ O ₃ :	> 8.0
% Water-Insoluble matter:	< 0.2
Iron (Fe):	50 ppm max.

PRINCIPAL USES

Drinking water / wastewater treatment – removal of suspended matter and phosphorus.
Wastewater treatment – coagulant / flocculent for the removal of suspended matter and phosphorus.
Pulp and paper manufacturing – retention and drainage aid, charge neutralization, pH control, improved sizing efficiency. Catalyst manufacturing
Food industry – firming agent in pickle processing.

SAFETY / HANDLING

Observe caution when handling. Please consult the safety data sheet (SDS) for safety and handling precautions.

DELIVERY

Tank trucks and Railcar

PRODUCTION

USALCO has production facilities in:

- Baltimore, Maryland
- Chattanooga, Tennessee
- Counce, Tennessee
- DeRidder, Louisiana
- Gahanna, Ohio
- Michigan City, Indiana
- Plymouth, N. Carolina
- Savannah, Georgia
- Bastrop, Louisiana
- Coosa Pines, Alabama
- Demopolis, Alabama
- Fairfield, Ohio
- Georgetown, S. Carolina
- Monticello, Mississippi
- Port Allen, Louisiana

CUSTOMER SERVICE

If you have any questions concerning this material, please contact our Inside Sales Department at:

800-453-2586 or **info@usalco.com**

5/3/2023



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, June 19, 2024** at 12:15 a.m. Eastern Time.
Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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

[http://info.nsf.org/Certified/PwsChemicals/Listings.asp?
CompanyName=usalco&TradeName=ALUMINUM+SULFATE&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=usalco&TradeName=ALUMINUM+SULFATE&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

USALCO, LLC

2601 Cannery Avenue
Baltimore, MD 21226
United States
219-873-0914

Facility : Baltimore, MD

Aluminum Sulfate[AL]

Trade Designation

Aluminum Sulfate Activated
Aluminum Sulfate Solution
Aluminum Sulfate Technical Grade
Aluminum Sulfate, Commercial Grade
Aluminum Sulfate, Dry
Aluminum Sulfate, Iron-Free
Aluminum Sulfate, Liquid
Aluminum Sulfate, Low-Iron

Product Function

Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation

Max Use

150 mg/L
150mg/L
150 mg/L
150mg/L
150 mg/L
150 mg/L
150 mg/L
150 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : USALCO Fairfield Plant, LLC

Aluminum Sulfate[AL]

Trade Designation	Product Function	Max Use
Aluminum Sulfate Solution, 7% Acid	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Solution	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : USALCO Gahanna Plant, LLC

Aluminum Sulfate[AL]

Trade Designation	Product Function	Max Use
Aluminum Sulfate Solution	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : USALCO Michigan City Plant, LLC

Aluminum Sulfate[AL]

Trade Designation	Product Function	Max Use
Aluminum Sulfate, Solution	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

USALCO, LLC

2601 Cannery Avenue

Baltimore, MD 21226

United States

219-873-0914

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

Facility : Childersburg, AL

Aluminum Sulfate[1] [AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Sulfate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution, Iron-Free	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Commercial Grade Powder	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate, Iron-Free	Coagulation & Flocculation	150mg/L

[1] Maximum use based on dry basis.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Demopolis, AL

Aluminum Sulfate[1] [AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Sulfate	Coagulation & Flocculation	150 mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150 mg/L
Aluminum Sulfate Solution, Iron-Free	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Commercial Grade Powder	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate, Iron-Free	Coagulation & Flocculation	150mg/L

[1] Maximum use based on dry basis.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Savannah, GA

Aluminum Sulfate[1] [AL]

Trade Designation	Product Function	Max Use
Aluminum Sulfate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution, Iron-Free	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Commercial Grade Powder	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate, Iron-Free	Coagulation & Flocculation	150mg/L

[1] Maximum use based on dry basis.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Bastrop, LA

Aluminum Sulfate[1] [AL]

Trade Designation	Product Function	Max Use
Aluminum Sulfate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution, Iron-Free	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Commercial Grade Powder	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate, Iron-Free	Coagulation & Flocculation	150mg/L

[1] Maximum use based on dry basis.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Deridder, LA

Aluminum Sulfate[1] [AL]

Trade Designation	Product Function	Max Use
Aluminum Sulfate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution, Iron-Free	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Commercial Grade Powder	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate, Iron-Free	Coagulation & Flocculation	150mg/L

[1] Maximum use based on dry basis.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Monticello, MS

Aluminum Sulfate[1] [AL]

Trade Designation	Product Function	Max Use
Aluminum Sulfate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution, Iron-Free	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Commercial Grade Powder	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate, Iron-Free	Coagulation & Flocculation	150mg/L

[1] Maximum use based on dry basis.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Plymouth, NC

Aluminum Sulfate[1] [AL]

Trade Designation	Product Function	Max Use
Aluminum Sulfate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution, Iron-Free	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Commercial Grade Powder	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate	Coagulation & Flocculation	150mg/L

Aluminum Sulfate, Hydrate, Iron-Free	Coagulation & Flocculation	150mg/L
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[1] Maximum use based on dry basis.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Georgetown, SC

Aluminum Sulfate[2] [AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Sulfate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution, Iron-Free	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Commercial Grade Powder	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate, Iron-Free	Coagulation & Flocculation	150mg/L

[2] Maximum use based on dry basis.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Chattanooga, TN

Aluminum Sulfate[1] [AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Sulfate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution, Iron-Free	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Commercial Grade Powder	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate, Iron-Free	Coagulation & Flocculation	150mg/L

[1] Maximum use based on dry basis.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Counce, TN

Aluminum Sulfate[1] [AL]

Trade Designation	Product Function	Max Use
Aluminum Sulfate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution, Iron-Free	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Commercial Grade Powder	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Hydrate, Iron-Free	Coagulation & Flocculation	150mg/L

[1] Maximum use based on dry basis.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Dorado, Puerto Rico

Aluminum Sulfate[AL]

Trade Designation	Product Function	Max Use
Aluminum Sulfate	Coagulation & Flocculation	150mg/L
Liquid Aluminum Sulfate	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Number of matching Manufacturers is 2

Number of matching Products is 74

Processing time was 1 seconds

SAFETY DATA SHEET



Certified to
NSF/ANSI/CAN 60

MUL = 150 mg/L (dry basis)

Revision date 12-Jun-2023

Revision Number 5

1. Identification

Product identifier

Product Name Aluminum Sulfate Solution, Iron Free

Other means of Identification

Product Code(s) 3207Z

UN number or ID number UN3264

Synonyms Water and Wastewater Treatment Coagulant/Flocculant

Recommended use of the chemical and restrictions on use

Recommended use No information available

Restrictions on use No information available None known

Details of the supplier of the safety data sheet

Supplier Address

G2O Technologies LLC
1 Riverside Way,
Phillipsburg, NJ 08865
+1-800-453-2586 Hours: Monday-Friday
9:00-5:00 CST (Central Standard Time)

Manufacturer Address

USALCO, LLC
2601 Cannery Ave.
Baltimore, MD 21226

Contact Point sds@usalco.com

Emergency Telephone CHEMTREC: (800) 424-9300
Outside USA - +1 (703) 527-3887 collect calls accepted

2. Hazard(s) identification

Classification

Skin corrosion/irritation	Category 1
Serious eye damage/eye irritation	Category 1
Corrosive to metals	Category 1

Hazards not otherwise classified (HNOC)

Not applicable

Label elements**DANGER****Hazard statements**

Causes severe skin burns and eye damage
May be corrosive to metals

**Appearance** Clear**Physical state** Liquid**Odor** No appreciable odor**Precautionary Statements - Prevention**

Do not breathe dust/fume/gas/mist/vapors/spray
Wash face, hands and any exposed skin thoroughly after handling
Wear protective gloves/protective clothing/eye protection/face protection
Keep only in original container

Precautionary Statements - Response

Get medical attention if irritation or other symptoms occur
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
If eye irritation persists: Get medical advice/attention
IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower
Wash contaminated clothing before reuse
IF INHALED: Remove person to fresh air and keep comfortable for breathing
If experiencing respiratory symptoms: Call a POISON CENTER or doctor/physician
IF SWALLOWED: Rinse mouth. Do NOT induce vomiting

Precautionary Statements - Storage

Store locked up

Precautionary Statements - Disposal

Dispose of contents/container to an approved waste disposal plant

Other Information

No information available.

3. Composition/information on ingredients**Substance**

Not applicable.

Mixture**Synonyms**

Water and Wastewater Treatment Coagulant/Flocculant.

Chemical name	CAS No	Weight-%	Trade secret
Water	7732-18-5	>70%	*
Aluminum sulfate	10043-01-3	<30%	*

*The exact percentage (concentration) of composition has been withheld as a trade secret. While some components are claimed as trade secret in accordance with the provision of OSHA 29 CFR 1910.1200(i), all known hazards are clearly communicated within this document.

4. First-aid measures**Description of first aid measures**

General advice	Get medical attention immediately if symptoms occur. Show this safety data sheet to the doctor in attendance.
Inhalation	Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, (trained personnel should) give oxygen. Call physician immediately. If not breathing, give artificial respiration. If breathing is difficult, (trained personnel should) give oxygen. Call a physician immediately.
Eye contact	Remove contact lenses, if worn. Immediately flush eyes for 5 to 10 minutes with plenty of water and keep eyelids open as much as possible. Washing within one minute is essential to achieve maximum effectiveness. Seek medical advice immediately.
Skin contact	Immediately flush skin with plenty of soap and water for at least 15 minutes. Remove contaminated clothing and shoes. Wash contaminated clothing before reuse. If skin irritation occurs: Get medical advice/attention.
Ingestion	Do not induce vomiting. Give large amounts of water followed by milk if available. If vomiting should occur spontaneously, keep airway clear. Get medical attention. Never give anything by mouth to an unconscious person.
Self-protection of the first aider	Ensure that medical personnel are aware of the material(s) involved, take precautions to protect themselves and prevent spread of contamination. Avoid direct contact with skin. Use barrier to give mouth-to-mouth resuscitation. Avoid contact with skin, eyes or clothing. Wear personal protective clothing (see section 8).

Most important symptoms and effects, both acute and delayed

Symptoms	Skin, eye and respiratory tract irritation. May cause redness and tearing of the eyes. Burning sensation. Itching. Rashes. Redness. Dermatitis. Difficulty in breathing. Coughing and/ or wheezing. Stomach pains.
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Indication of any immediate medical attention and special treatment needed

Note to physicians	Aluminum soluble salts may cause gastroenteritis if ingested. Treatment includes the use of demulcents. Note: Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.
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5. Fire-fighting measures

Suitable Extinguishing Media	Not combustible. Use appropriate extinguishing media for material that is supplying fuel. Use water spray to cool the surrounding area and maintain fire temperature below decomposition temperature.
Large Fire	CAUTION: Use of water spray when fighting fire may be inefficient.
Unsuitable extinguishing media	Do not scatter spilled material with high pressure water streams.
Specific hazards arising from the chemical	At temperatures above 650 °C (1202 °F) the product will decompose to give off sulfur trioxide, an oxidizing agent that will support combustion. Sulfur trioxide will react with water to yield sulfuric acid.
Explosion data	
Sensitivity to mechanical impact	None.
Sensitivity to static discharge	None.
Special protective equipment for fire-fighters	Use self-contained breathing apparatus in confined areas; avoid breathing mist or spray. Full protective clothing and approved self-contained breathing apparatus required for firefighting personnel. Cool containers with flooding quantities of water until well after fire is out.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Personal precautions	Wear suitable protective clothing and gloves.
Other information	Refer to protective measures listed in Sections 7 and 8.

Methods and material for containment and cleaning up

Methods for containment	Prevent further leakage or spillage if safe to do so.
Methods for cleaning up	Stop leaks. Use absorbent material to clean up spills. Place in labeled waste container for disposal. Provide adequate ventilation to spill area.

7. Handling and storage

Precautions for safe handling

Advice on safe handling	Keep container closed when not in use. Avoid contact with skin, eyes or clothing. Wear chemical splash goggles, gloves, and protective clothing when handling. Wash thoroughly after handling. Avoid breathing vapors or mists. Use with adequate ventilation and employ respiratory protection where mist or spray may be generated. Do not take internally. FOR INDUSTRIAL USE ONLY.
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Conditions for safe storage, including any incompatibilities

Storage Conditions	Avoid storing at temperatures near or below freezing point. Keep material from coming into contact with common metals due to the corrosive nature of this product. Do not store below 40 °F (4 °C), product may congeal or stratify if cold. Store in a cool, dry place away from direct heat.
Packaging materials	Store in corrosion resistant container with a resistant inner liner.

8. Exposure controls/personal protection

Control parameters

Exposure Limits

Chemical name	ACGIH TLV	OSHA PEL	NIOSH
Aluminum sulfate 10043-01-3	-	(vacated) TWA: 2 mg/m ³ Al Aluminum	TWA: 2 mg/m ³ Al

Biological occupational exposure limits

This product, as supplied, does not contain any hazardous materials with biological limits established by the region specific regulatory bodies.

Appropriate engineering controls

Engineering controls	Local exhaust ventilation as necessary to maintain exposures to within applicable limits. Please refer to the ACGIH document, 'Industrial Ventilation, A Manual of Recommended Practices', most recent edition, for details. If there are no applicable or established exposure limit requirements or guidelines, general ventilation should be sufficient.
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Individual protection measures, such as personal protective equipment

Eye/face protection	Wear chemical splash goggles and face shield (when eye and face contact is possible due to splashing or spraying of material).
Hand protection	Appropriate chemical resistant gloves should be worn.
Skin and body protection	Standard work clothing and work shoes.
Respiratory protection	If exposures exceed the PEL or TLV, use NIOSH/MSHA approved respirator in accordance with OSHA Respiratory Protection Requirements under 29 CFR 1910.134. If there are no applicable or established exposure limit requirements or guidelines, general ventilation should be sufficient.
Environmental exposure controls	Do not allow liquid to enter streams or waterways.
General hygiene considerations	Handle in accordance with good industrial hygiene and safety practice. Ensure that eyewash stations and safety showers are close to the workstation location.

9. Physical and chemical properties

Information on basic physical and chemical properties

Physical state	Liquid
Appearance	Clear
Color	Colorless to yellow-brown or blue-green
Odor	No appreciable odor
Odor threshold	No information available

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	1.5 - 2.8	As is
Melting point / freezing point	-10 - -1 °C (5 - 30 °F)	None known
Boiling point / boiling range	~ 101 (214 °F)	No information available
Flash point	Not applicable No data available	No information available
Evaporation rate	No information available No data available	No information available
Flammability (solid, gas)	Not applicable No data available	No information available
Flammability Limit in Air		None known
Upper flammability or explosive limits	No data available	
Lower flammability or explosive limits	No data available	
Vapor pressure	No data available	No information available
Relative vapor density	No data available	No information available
Relative density	1.293 - 1.333	
Water solubility	Soluble below pH 4	
Solubility(ies)	No information available	None known
Partition coefficient	No data available	None known
Autoignition temperature	Not applicable No data available	None known
Decomposition temperature	No information available -	None known
Kinematic viscosity	No data available	No information available
Dynamic viscosity	30 - 50 cps	Brookfield @ 25 °C

Other information

Explosive properties	No information available
Oxidizing properties	No information available
Softening point	No information available
Molecular weight	No information available
VOC Content (%)	No information available
Liquid Density	10.78 - 11.11 lbs./gal.
Bulk density	No information available

10. Stability and reactivity

Reactivity	No information available.
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Chemical stability	Stable under normal conditions.
Possibility of hazardous reactions	None under normal processing.
Hazardous polymerization	Not anticipated under normal or recommended handling and storage conditions.
Conditions to avoid	High temperatures greater than 650° C (1202° F) as material may decompose to form aluminum oxide and sulfur trioxide (an oxidizing agent that supports combustion).
Incompatible materials	This product reacts with strong alkali to form aluminum hydroxide. This product may be weakly corrosive to carbon and stainless steel and incompatible with strong oxidizing agents, iron, copper or copper alloys.
Hazardous decomposition products	Thermal decomposition products include oxides of aluminum and sulfur.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Inhalation of mist or spray may irritate respiratory tract and may cause burns and difficulty breathing.
Eye contact	Based on pH, this product is expected to cause severe eye irritation, possibly resulting in burns and eye damage. Prolonged exposure to Aluminum salts may cause conjunctivitis. Prolonged exposure to Aluminum salts may cause conjunctivitis.
Skin contact	Prolonged and/or repeated contact will cause severe skin irritation and burns.
Ingestion	May cause irritation of the mouth, throat and stomach. Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms	Skin contact: Adverse symptoms may include the following: irritation and redness. Eye contact: Adverse symptoms may include the following: watering, redness, and irritation. Inhalation: Adverse symptoms may include the following: respiratory tract irritation, coughing. Ingestion: Adverse symptoms may include the following: stomach pains, gastrointestinal irritation, nausea, vomiting and diarrhea.
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Acute toxicity

Numerical measures of toxicity

The following values are calculated based on chapter 3.1 of the GHS document

ATEmix (oral)	7148 mg/kg
Oral LD50	6207 (Mouse) British Journal of Medicine. (British Medical Journal, 1172 Commonwealth Ave., Boston, MA 02134) V.1 - 1960
Component Information	Unreported route - Mouse LD50: 520 mg/kg Unreported route - Mouse LD50: 520 mg/kg Unreported route - Rat LD50: 410 mg/kg Gigiena Sanitariya. (V/O Mezhdunarodnaya Kniga, 113095 Moscow, USSR) V. 1 -1936 - (For English translation see Hygiene and Sanitation (USSR). (Springfield, VA) 1964-71. Discontinued) (NIOSH Registry of Toxic Effects of Chemical Substances RTECS#:BD1700000).

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
Water 7732-18-5	> 90 mL/kg (Rat)	-	-
Aluminum sulfate 10043-01-3	= 1930 mg/kg (Rat)	-	-

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Skin corrosion/irritation	Irritating to skin.
Serious eye damage/eye irritation	Severe eye irritation- rabbit- 10 mg/24 hour National Technical Information Services. (Springfield, VA 22161) (Formerly US Clearinghouse for Scientific & Technical Information) (NIOSH Registry of Toxic Effects of Chemical Substances RTECS#: BD1700000).
Respiratory or skin sensitization	No information available.
Germ cell mutagenicity	No information available.
Carcinogenicity	No information available.
Reproductive toxicity	No information available.
Developmental toxicity	No information available.
STOT - single exposure	No information available.
STOT - repeated exposure	No information available.
Target organ effects	Respiratory system, Skin.
Aspiration hazard	No information available.
Other adverse effects	No information available.
Interactive effects	No information available.

12. Ecological information

Ecotoxicity	Fish - See ECOTOX: Ecotoxicological Database at http://www.epa.ecotox Crustacea - See ECOTOX: Ecotoxicological Database at http://www.epa/ecotox Algae/aquatic plants - No information available
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Chemical name	Algae/aquatic plants	Fish	Toxicity to microorganisms	Crustacea
Aluminum sulfate 10043-01-3	--	LC50 (96 h) = 100 mg/L (Carassius auratus) LC50 (96 h static) = 37 mg/L (Gambusia affinis)	-	-

Persistence and degradability	Not determined. No information available.
Bioaccumulation	No information available.
Mobility	Not determined. No information available.

Other adverse effects

/No information available.

13. Disposal considerationsWaste treatment methods**Waste from residues/unused products**

Dispose of product in an approved chemical waste landfill or incinerate in accordance with applicable Federal, state and local regulations.

Contaminated packaging

Since empty containers retain product residue, follow label warnings even after container is emptied.

US EPA Waste Number

D002 (Corrosivity).

14. Transport informationDOT

UN number or ID number	UN3264
Proper shipping name	Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate Solution)
Transport hazard class(es)	8
Packing group	III
DOT Reportable Quantity lbs. (calculated)	18,000 lbs
Emergency Response Guide Number	154

TDG

UN number or ID number	Regulated UN3264
UN proper shipping name	Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate Solution)
Transport hazard class(es)	8
Packing group	III

**Technical Name
Description**

Contains Aluminum Sulfate Solution

ICAO (air)IATA

UN number or ID number	Regulated UN3264
UN proper shipping name	Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate Solution)
Transport hazard class(es)	8
Packing group	III
ERG Code	8L

IMDG

UN number or ID number	Regulated UN3264
UN proper shipping name	Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate Solution)
Transport hazard class(es)	8
Packing group	III
EmS-No	F-A; S-B

15. Regulatory informationInternational Inventories**TSCA**

All ingredients are on the inventory or exempt from listing.

Chemical name	CAS No	US TSCA Inventory listing	US TSCA inactive/active designation
Water	7732-18-5	Present	Active
Aluminum sulfate	10043-01-3	Present	Active

DSL/NDSL	All ingredients are on the DSL inventory or exempt from listing. None of the ingredients are on the NDSL inventory.
EINECS/ELINCS	All ingredients are on the EINECS inventory or are exempt from listing. None of the ingredients are on the ELINCS inventory.
ENCS	All ingredients are on the inventory or exempt from listing.
IECSC	All ingredients are on the inventory or exempt from listing.
KECL	All ingredients are on the inventory or exempt from listing.
PICCS	All ingredients are on the inventory or exempt from listing.
AICS	All ingredients are on the inventory or exempt from listing.

Legend:**TSCA** - United States Toxic Substances Control Act Section 8(b) Inventory**DSL/NDSL** - Canadian Domestic Substances List/Non-Domestic Substances List**EINECS/ELINCS** - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances**ENCS** - Japan Existing and New Chemical Substances**IECSC** - China Inventory of Existing Chemical Substances**KECL** - Korean Existing and Evaluated Chemical Substances**PICCS** - Philippines Inventory of Chemicals and Chemical Substances**AICS** - Australian Inventory of Chemical Substances**US Federal Regulations****SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Should this product meet EPCRA 311/312 Tier reporting criteria at 40 CFR 370, refer to Section 2 of this SDS for appropriate classifications.

CWA (Clean Water Act)

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

Chemical name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Aluminum sulfate 10043-01-3	5000 lb	-	-	X

CERCLA

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302).

Chemical name	Hazardous Substances RQs	Extremely Hazardous Substances RQs	Reportable Quantity (RQ)
Aluminum sulfate 10043-01-3	5000 lbs. final RQ 2267 kg final RQ	-	RQ 17,500 lbs. as solution RQ 7,937 kg as solution

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

Chemical name	New Jersey	Massachusetts	Pennsylvania
Aluminum sulfate 10043-01-3	0068	Present	Present

U.S. EPA Label Information

EPA Pesticide Registration Number Not applicable

16. Other information

NFPA	Health hazards 2	Flammability 0	Instability 0	Special hazards
HMIS	Health hazards 2	Flammability 0	Physical hazards 0	Personal protection B

Key or legend to abbreviations and acronyms used in the safety data sheet**Legend Section 8: Exposure controls/personal protection**

TWA	TWA (time-weighted average)	STEL	STEL (Short Term Exposure Limit)
Ceiling	Maximum limit value	*	Skin designation

Key literature references and sources for data used to compile the SDS

Agency for Toxic Substances and Disease Registry (ATSDR)
 U.S. Environmental Protection Agency ChemView Database
 European Food Safety Authority (EFSA)
 EPA (Environmental Protection Agency)
 Acute Exposure Guideline Level(s) (AEGL(s))
 U.S. Environmental Protection Agency Federal Insecticide, Fungicide, and Rodenticide Act
 U.S. Environmental Protection Agency High Production Volume Chemicals
 Food Research Journal
 Hazardous Substance Database
 International Uniform Chemical Information Database (IUCLID)
 Japan GHS Classification
 Australia National Industrial Chemicals Notification and Assessment Scheme (NICNAS)
 NIOSH (National Institute for Occupational Safety and Health)
 National Library of Medicine's ChemID Plus (NLM CIP)
 National Library of Medicine's PubMed database (NLM PUBMED)
 National Toxicology Program (NTP)
 New Zealand's Chemical Classification and Information Database (CCID)
 Organization for Economic Co-operation and Development Environment, Health, and Safety Publications
 Organization for Economic Co-operation and Development High Production Volume Chemicals Program
 Organization for Economic Co-operation and Development Screening Information Data Set
 World Health Organization

Revision date 12-Jun-2023

Revision Note No information available.

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



Technical Data Sheet

DelPAC® 2020 Aluminum Chloride Hydroxide Sulfate

The DelPAC series includes DelPAC 2020, which has become widely accepted as the polyaluminum chloride of choice for cost effective improvement of finished water quality. When used as a coagulant DelPAC can provide longer filter runs, reduce or eliminate the need for alkali pH adjustment, and reduce sludge residuals. DelPAC 2020 meets the specifications of the American Water Works Association Standard B408-18 and complies with the requirements of NSF/ANSI/CAN 60: Drinking Water Treatment Chemicals – Health Effects at a maximum dosage of 250 mg/L.

PROPERTIES

Appearance:	Color may vary
Specific Gravity @60°F:	1.23 ± 0.03
Product Weight:	~10.26 Lbs. /US Gallon
pH (neat):	2.5 ± 0.3
Freezing Point	-26°F

SPECIFICATIONS

% Al ₂ O ₃	10.5 ± 0.5
% Al	5.6 ± 0.3
% Basicity	> 70
% Chloride	> 9.0

PRINCIPAL USES

Drinking water / wastewater treatment – removal of suspended matter and phosphorus

SAFETY / HANDLING

Observe caution when handling corrosive materials. Please consult the material safety data sheet (MSDS) for safety and handling precautions.

DELIVERY

275 gallon IBCs (totes), tank trucks and railcars

PRODUCTION

USALCO has production facilities in:

- Baltimore, Maryland
- Fairfield, Ohio
- Ashtabula, Ohio

5/6/2020

2601 Cannery Ave • Baltimore, MD 21226 • 410-918 2230 • FAX: 410-918 2240 • www.usalco.com



The Public Health and Safety Organization

NSF Product and Service Listings

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[http://info.nsf.org/Certified/PwsChemicals/Listings.asp?
CompanyName=usalco&TradeName=delpac+2020&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=usalco&TradeName=delpac+2020&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

USALCO, LLC

2601 Cannery Avenue

Baltimore, MD 21226

United States

219-873-0914

Facility : # 4 USA

Aluminum Chlorohydrate[AL]

Trade Designation

DelPAC 2020

Product Function

Coagulation & Flocculation

Max Use

250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

Trade Designation

DelPAC 2020

Product Function

Coagulation & Flocculation

Max Use

250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : #5 USA

Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Modesto, CA

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Baltimore, MD

Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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DelPAC 2020	Coagulation & Flocculation	250mg/L
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[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Ashtabula, OH

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : USALCO Fairfield Plant, LLC

Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

USALCO, LLC

2601 Cannery Avenue

Baltimore, MD 21226

United States

219-873-0914

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

Facility : Bastrop, LA

Aluminum Chlorohydrate[AL]

Trade Designation

DelPAC 2020

Product Function

Coagulation & Flocculation

Max Use

250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

Trade Designation

DelPAC 2020

Product Function

Coagulation & Flocculation

Max Use

250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Centreville, MS

Aluminum Chlorohydrate[AL]

Trade Designation

DelPAC 2020

Product Function

Coagulation & Flocculation

Max Use

250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Phillipsburg, NJ

Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[1] [AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[1] UF is an abbreviation for UltraFloc.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Orangeburg, SC

Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Chattanooga, TN

Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : La Porte, TX

Aluminum Chlorohydrate [2] [AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water

should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[2] UF is an abbreviation for UltraFloc.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[2] [AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[2] UF is an abbreviation for UltraFloc.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Dorado, Puerto Rico

Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Number of matching Manufacturers is 2

Number of matching Products is 24

Processing time was 0 seconds

SAFETY DATA SHEET



Certified to
NSF/ANSI/CAN 60

MUL = 250 mg/L

Revision date 11-Oct-2023

Revision Number 1

1. Identification

Product identifier

Product Name DelPAC® 2020

Other means of identification

Product Code(s) 3252H

UN number or ID number UN1760

Synonyms Water and Wastewater Treatment Coagulant/Flocculant

Recommended use of the chemical and restrictions on use

Recommended use Coagulating and Flocculating agent

Restrictions on use No information available None known

Details of the supplier of the safety data sheet

Supplier Address

G2O Technologies LLC
1 Riverside Way,
Phillipsburg, NJ 08865
+1-800-453-2586 Hours: Monday-Friday
9:00-5:00 CST (Central Standard Time)

Manufacturer Address

USALCO, LLC
2601 Cannery Ave.
Baltimore, MD 21226

Contact Point sds@usalco.com

Emergency Telephone CHEMTREC: (800) 424-9300
Outside USA - +1 (703) 527-3887 collect calls accepted

2. Hazard(s) identification

Classification

Skin corrosion/irritation	Category 2
Serious eye damage/eye irritation	Category 2
Corrosive to metals	Category 1

Hazards not otherwise classified (HNOC)

Not applicable

Label elements**WARNING****Hazard statements**

Causes skin irritation

Causes serious eye irritation

May be corrosive to metals

**Appearance** Clear to slightly hazy**Physical state** Liquid**Odor** No appreciable odor**Precautionary Statements - Prevention**

Keep only in original packaging.

Wash hands, face and any exposed skin thoroughly after handling. Do not touch eyes.

Wear protective gloves/protective clothing/eye protection/face protection.

IF IN EYES: Immediately rinse with water for several minutes. Remove contact lenses, if present and easy to do so. Continue rinsing.

If eye irritation occurs: Get medical help.

IF ON SKIN (or hair): Take off immediately all contaminated clothing. Immediately rinse with water for several minutes.

If skin irritation occurs: Get medical help.

Wash contaminated clothing before reuse.

Absorb spillage to prevent material damage.

Precautionary Statements - Storage

Store in corrosive resistant container with a resistant inner liner.

Other information

May be harmful if swallowed.

3. Composition/information on ingredients**Substance****Synonyms**

Water and Wastewater Treatment Coagulant/Flocculant.

Chemical name	CAS No	Weight-%	Trade secret
Water	7732-18-5	55 - 85%	*
Aluminum Chloride Hydroxide Sulfate	39290-78-3	15 - 45%	*

*The exact percentage (concentration) of composition has been withheld as a trade secret. While some components are claimed as trade secret in accordance with the provision of OSHA 29 CFR 1910.1200(i), all known hazards are clearly communicated within this document.

4. First-aid measures**Description of first aid measures****General advice**

Get medical attention immediately if symptoms occur. Show this safety data sheet to the doctor in attendance.

Inhalation	Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, (trained personnel should) give oxygen. Call physician immediately.
Eye contact	Immediately flush with plenty of water for at least 20 minutes, holding eyelids apart to ensure flushing of the entire surface. Washing within one minute is essential to achieve maximum effectiveness. Seek immediate medical attention.
Skin contact	Immediately wash thoroughly with soap and water, remove contaminated clothing and footwear. Wash clothing before reuse. Get medical attention if irritation should develop.
Ingestion	Seek medical attention immediately. Give large amounts of water to drink. If vomiting should occur spontaneously, keep airway clear. Never give anything by mouth to an unconscious person.

Most important symptoms and effects, both acute and delayed

Symptoms	Skin, eye and respiratory tract irritation. May cause redness and tearing of the eyes. Itching. Burning sensation. Rashes. Redness. Dermatitis. Coughing and/ or wheezing. Difficulty in breathing. Stomach pains.
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Indication of any immediate medical attention and special treatment needed

Note to physicians	Aluminum soluble salts may cause gastroenteritis if ingested. Treatment includes the use of demulcents. Note: Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.
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5. Fire-fighting measures

Suitable Extinguishing Media	Not combustible. Use appropriate extinguishing media for material that is supplying fuel. Use water spray to cool the surrounding area and maintain fire temperature below decomposition temperature. Water Spray, Carbon Dioxide, Foam, Dry Chemical.
Large Fire	CAUTION: Use of water spray when fighting fire may be inefficient.
Unsuitable extinguishing media	No information available.
Specific hazards arising from the chemical	May produce hazardous fumes or hazardous decomposition products.
Hazardous combustion products	Thermal decomposition (as may be experienced in a fire) may produce toxic and/or hazardous gases such as HCl and Cl ₂ as well as oxides of sulfur and carbon.
Explosion data	
Sensitivity to mechanical impact	None.
Sensitivity to static discharge	None.
Special protective equipment for fire-fighters	Full protective clothing and approved self-contained breathing apparatus required for firefighting personnel.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Personal precautions	Wear suitable protective clothing and gloves.
Other information	Refer to protective measures listed in Sections 7 and 8.
For emergency responders	Use personal protection recommended in Section 8.

Methods and material for containment and cleaning up

Methods for containment	Prevent further leakage or spillage if safe to do so. Soak up small spills with inert absorbent
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	material and place in a labeled waste container for disposal. Build dikes as necessary to contain flow of large spills. Do not allow liquid to enter streams or waterways.
Methods for cleaning up	Stop leaks. Clean up spill immediately. Build dikes as necessary to contain flow of large spills. Do not allow liquid to enter stream or waterways. For small spills, use soda ash to neutralize, an inert material to absorb. Place contaminated materials into containers and store in a safe place to await proper disposal. Wear adequate personal protective clothing and equipment. Caution: The use of soda ash may generate carbon dioxide gas. Provide adequate ventilation to spill area. Approved breathing apparatus may be necessary. Clean up large spills with vacuum truck.
Prevention of secondary hazards	Do not permit run-off to get into sewers or surface waterways.

7. Handling and storage

Precautions for safe handling

Advice on safe handling	Keep container closed when not in use. Keep away from heat and open flame. Avoid contact with eyes, skin and clothing. Wash thoroughly after handling. Wear chemical splash goggles, gloves, and protective clothing when handling. Avoid breathing vapors or mists. Use with adequate ventilation and employ respiratory protection where mist or vapors may be generated. FOR INDUSTRIAL USE ONLY.
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Conditions for safe storage, including any incompatibilities

Storage Conditions	Store in corrosive resistant stainless steel container with a resistant inner liner. Product may slowly corrode iron, brass, copper, aluminum, mild steel, and stainless steel. Store in a cool, dry place away from direct heat. Keep in tightly closed container. Store locked up.
Packaging materials	Store in corrosion resistant container with a resistant inner liner.

8. Exposure controls/personal protection

Control parameters

Exposure Limits

Biological occupational exposure limits

This product, as supplied, does not contain any hazardous materials with biological limits established by the region specific regulatory bodies.

Appropriate engineering controls

Engineering controls	Local exhaust ventilation as necessary to maintain exposures to within applicable limits. Please refer to the ACGIH document, 'Industrial Ventilation, A Manual of Recommended Practices', most recent edition, for details. If there are no applicable or established exposure limit requirements or guidelines, general ventilation should be sufficient. Ensure that eyewash stations and safety showers are close to the workstation location.
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Individual protection measures, such as personal protective equipment

Eye/face protection	Wear chemical splash goggles and face shield (when eye and face contact is possible due to splashing or spraying of material).
Hand protection	Appropriate chemical resistant gloves should be worn.
Skin and body protection	Standard work clothing and work shoes.
Respiratory protection	If exposures exceed the PEL or TLV, use NIOSH/MSHA approved respirator in accordance

with OSHA Respiratory Protection Requirements under 29 CFR 1910.134.

Environmental exposure controls Do not allow liquid to enter streams or waterways.

General hygiene considerations Handle in accordance with good industrial hygiene and safety practice. Ensure that eyewash stations and safety showers are close to the workstation location. Do not eat, drink or smoke when using this product.

9. Physical and chemical properties

Information on basic physical and chemical properties

Physical state	Liquid
Appearance	Clear to slightly hazy
Color	Colorless to yellow
Odor	No appreciable odor
Odor threshold	No information available

Property	Values	Remarks • Method
pH	2.2 - 2.8	As is
Melting point / freezing point	< -17.8 °C (0 °F)	None known
Boiling point / boiling range	~ 110 °C (230 °F)	No information available
Flash point	Not applicable No data available	No information available
Evaporation rate	No information available No data available	No information available
Flammability (solid, gas)	Not applicable No data available	No information available
Flammability Limit in Air		None known
Upper flammability or explosive limits	No data available	
Lower flammability or explosive limits	No data available	
Vapor pressure	No data available	No information available
Relative vapor density	No data available	No information available
Relative density	1.20 - 1.26	None known
Water solubility	Soluble below pH 4	No information available
Solubility(ies)	No information available	None known
Partition coefficient	No data available	None known
Autoignition temperature	Not applicable No data available	None known
Decomposition temperature	No information available -	None known
Kinematic viscosity	No data available	No information available
Dynamic viscosity	5 - 50 cps	Brookfield @ 25 °C

Other information

Explosive properties	No information available
Oxidizing properties	No information available
Softening point	No information available
Molecular weight	No information available
VOC Content (%)	No information available
Liquid Density	10.00 - 10.50 lbs./gal.
Bulk density	No information available

10. Stability and reactivity

Reactivity	No data available.
Chemical stability	Stable.
Possibility of hazardous reactions	None under normal processing.
Hazardous polymerization	No.
Conditions to avoid	Avoid contact with metals such as iron, brass, copper, aluminum and mild steel.
Incompatible materials	Alkalies.

Hazardous decomposition products Thermal decomposition (as may be experienced in a fire) may produce toxic and/or hazardous gases such as HCl and Cl₂ as well as oxides of sulfur and carbon.

11. Toxicological information

Information on likely routes of exposure

Product Information	Specific test data for the substance or mixture is not available.
Inhalation	Inhalation of mist or vapor may cause respiratory tract irritation.
Eye contact	May cause moderate eye irritation that can become severe with prolonged contact. Prolonged exposure to Aluminum salts may cause conjunctivitis.
Skin contact	Prolonged and/or repeated contact may cause skin irritation.
Ingestion	May cause irritation of the mouth, throat and stomach. Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms	Inhalation: Adverse symptoms may include the following: respiratory tract irritation, coughing. Eye contact: Adverse symptoms may include the following: watering, redness, and irritation. Skin contact: Adverse symptoms may include the following: irritation and redness. Ingestion: Adverse symptoms may include the following: stomach pains, gastrointestinal irritation, nausea, vomiting and diarrhea.
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Acute toxicity

Numerical measures of toxicity

No information available

ATEmix (oral)	18374 mg/kg
ATEmix (dermal)	4004 mg/kg

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
Water 7732-18-5	> 90 mL/kg (Rat)	-	-
Aluminum Chloride Hydroxide Sulfate 39290-78-3	> 5000 mg/kg (Rat)	> 2000 mg/kg (Rat)	> 5 mg/L (Rat) 4 h

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Skin corrosion/irritation	Irritating to skin.
Serious eye damage/eye irritation	Causes serious eye irritation.
Respiratory or skin sensitization	No information available.
Germ cell mutagenicity	No information available.
Carcinogenicity	This product does not contain any components in concentrations greater than or equal to 0.1% that are listed as known or suspected carcinogens by NTP, IARC, ACGIH, or OSHA.
Reproductive toxicity	No information available.
Developmental toxicity	No information available.
STOT - single exposure	No information available.

STOT - repeated exposure	No information available.
Aspiration hazard	No information available.
Other adverse effects	No information available.
Interactive effects	No information available.

12. Ecological information

Ecotoxicity	The environmental impact of this product has not been fully investigated.
Persistence and degradability	Not determined. No information available.
Bioaccumulation	No information available.

Chemical name	Partition coefficient
Aluminum Chloride Hydroxide Sulfate 39290-78-3	<3

Mobility	Not determined. No information available.
Other adverse effects	No information available.

13. Disposal considerations

Waste treatment methods

Waste from residues/unused products	Dispose of product in an approved chemical waste landfill or incinerate in accordance with applicable Federal, state and local regulations.
Contaminated packaging	Since empty containers retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT	Regulated
UN number or ID number	UN1760
Proper shipping name	Corrosive liquid, acidic, inorganic, N. O. S. (Aluminum chloride hydroxide sulfate)
Transport hazard class(es)	8
Packing group	III
Emergency Response Guide Number	154

TDG	Regulated
UN number or ID number	UN1760
UN proper shipping name	Corrosive liquid, acidic, inorganic, N. O. S. (Aluminum chloride hydroxide sulfate)
Transport hazard class(es)	8
Packing group	III

Technical Name	
Description	Aluminum chloride hydroxide sulfate

IATA	Regulated
UN number or ID number	UN1760

UN proper shipping name	Corrosive liquid, acidic, inorganic, N. O. S. (Aluminum chloride hydroxide sulfate)
Transport hazard class(es)	8
Packing group	III
ERG Code	8L

IMDG	Regulated
UN number or ID number	UN1760
UN proper shipping name	Corrosive liquid, acidic, inorganic, N. O. S. (Aluminum chloride hydroxide sulfate)
Transport hazard class(es)	8
Packing group	III
EmS-No	F-A, S-B

15. Regulatory information

International Inventories

TSCA All ingredients are on the inventory or exempt from listing.

Chemical name	CAS No	US TSCA Inventory listing	US TSCA inactive/active designation
Water	7732-18-5	Present	Active
Aluminum Chloride Hydroxide Sulfate	39290-78-3	Present	Active

DSL/NDSL All ingredients are on the DSL inventory or exempt from listing. None of the ingredients are on the NDSL inventory.

EINECS/ELINCS All ingredients are on the EINECS inventory or are exempt from listing. None of the ingredients are on the ELINCS inventory.

ENCS All ingredients are on the inventory or exempt from listing.

IECSC All ingredients are on the inventory or exempt from listing.

KECL All ingredients are on the inventory or exempt from listing.

PICCS All ingredients are on the inventory or exempt from listing.

AICS All ingredients are on the inventory or exempt from listing.

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

ENCS - Japan Existing and New Chemical Substances

IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

AICS - Australian Inventory of Chemical Substances

US Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Should this product meet EPCRA 311/312 Tier reporting criteria at 40 CFR 370, refer to Section 2 of this SDS for appropriate classifications.

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material.

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

This product does not contain any substances regulated under applicable state right-to-know regulations

U.S. EPA Label Information

EPA Pesticide Registration Number Not applicable

16. Other information

<u>NFPA</u>	Health hazards 2	Flammability 0	Instability 0	Special hazards CORR
<u>HMIS</u>	Health hazards 2	Flammability 0	Physical hazards 0	Personal protection B

Key or legend to abbreviations and acronyms used in the safety data sheet**Legend Section 8: Exposure controls/personal protection**

TWA	TWA (time-weighted average)	STEL	STEL (Short Term Exposure Limit)
Ceiling	Maximum limit value	*	Skin designation

Key literature references and sources for data used to compile the SDS

Agency for Toxic Substances and Disease Registry (ATSDR)
 U.S. Environmental Protection Agency ChemView Database
 European Food Safety Authority (EFSA)
 EPA (Environmental Protection Agency)
 Acute Exposure Guideline Level(s) (AELG(s))
 U.S. Environmental Protection Agency Federal Insecticide, Fungicide, and Rodenticide Act
 U.S. Environmental Protection Agency High Production Volume Chemicals
 Food Research Journal
 Hazardous Substance Database
 International Uniform Chemical Information Database (IUCLID)
 Japan GHS Classification
 Australia National Industrial Chemicals Notification and Assessment Scheme (NICNAS)
 NIOSH (National Institute for Occupational Safety and Health)
 National Library of Medicine's ChemID Plus (NLM CIP)
 National Library of Medicine's PubMed database (NLM PUBMED)
 National Toxicology Program (NTP)
 New Zealand's Chemical Classification and Information Database (CCID)
 Organization for Economic Co-operation and Development Environment, Health, and Safety Publications
 Organization for Economic Co-operation and Development High Production Volume Chemicals Program
 Organization for Economic Co-operation and Development Screening Information Data Set
 World Health Organization

Revision date 11-Oct-2023

Revision Note No information available.

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

NOTICE TO BIDDERS

Sealed bids will be received by the City of Ashland, Kentucky on the following item(s):

PURCHASE OF BULK CHEMICALS FOR THE DIVISIONS OF WATER PRODUCTION AND WASTEWATER TREATMENT, DEPARTMENT OF UTILITY OPERATIONS.

Specifications and bid instructions may be seen and obtained in the Office of the Director of Engineering/Utilities, City Building, Ashland, Kentucky, during regular office hours or telephone (606) 385-3332.

Bids will be received by the City Clerk until **3:00 P.M., EST., March 20, 2025**. At **3:15 P.M., EST., March 20, 2025**, the bids will be opened and publicly read in the Commissioner's Chambers, Third Floor, City Building, 1700 Greenup Avenue, Ashland, Kentucky.

The City of Ashland through its City Manager, reserves the right to accept all or to reject all or any part of the bid should it be deemed to be in the best interest of the City of Ashland.

MARK HALL
DIRECTOR OF UTILITY OPERATIONS

PUBLISHED: Online at www.ashlandky.gov on March 5, 2025



Dear Prospective Bidder:

The City of Ashland appreciates your assistance in making a careful study of the specifications and contract documents for the purpose of offering suggestions as to contract periods, quantities, terms, detailed specifications, trade customs, etc., which you believe to be for the best interest of the City of Ashland.

In soliciting an interest on your part in reviewing our bidding forms, we believe closer cooperation will be developed between prospective bidders and the City of Ashland.

In the event you are unable to bid, we will appreciate your advising this office, in writing. Failure to do so will result in your name or firm being removed from our mailing list.

Sincerely,
City of Ashland
tlr

ADDENDUM NO. 1 TO THE BID DOCUMENTS FOR THE CHEMICALS

CITY OF ASHLAND, KENTUCKY

March 11, 2025

TO: ALL HOLDERS OF CONTRACT DOCUMENTS Your attention is directed to the following interpretations of, changes in, and additions to the Contract Specifications and Plans for the above-named project at the City of Ashland, Kentucky.

PERACETIC ACID (PAA) –

Along with the Peracetic Acid (PAA) You will also need to supply Equipment, Mobilization & Related Services.

Please see attached New Bid Form & Specifications. The updated Bid Form and Specifications must be included in the bid.

For more information on this you can reach out to **Jeff McFarlin** Superintendent of Wastewater Plant at Phone **606.385.3204** or email jmcfarlin@ashlandky.gov

-END OF ADDENDUM NO. 1-

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 4/16/25	Date Requested: 4/24/25
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other	Kings Daughters and Sons Fence Replacement Project

RECOMMENDATION:

The Department of Community and Economic Development requests approval for an agreement with Kings Daughters and Sons Assisted Living Facility in the amount of \$9,986.00 for fence replacement. Funds are provided by the Community Development Block Grant through the U.S. Department of Housing and Urban Development.

DISCUSSION:

This project replaces a fence enclosure for a dumpster and generator. This activity meets the CDBG national objective to benefit low-and-moderate-income (LMI) persons. Kings Daughters and Sons Assisted Living Facility provides services to elderly persons, who are generally presumed to be principally LMI.

FISCAL IMPACT:

Reviewed by
Finance Director: _____

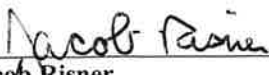
Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Recommended by:

Approved by:



Jacob Risner
Grant Administrator

Chris Pullem
CED Director

Tony Grubb
City Manager

SUBRECIPIENT AGREEMENT
BETWEEN The City of Ashland, Kentucky
AND Kings Daughters and Sons Assisted Living Facility
FOR Fence Replacement

THIS AGREEMENT, entered this day of _____ by and between the City of Ashland, Kentucky (herein called the "Grantee") and Kings Daughters and Sons Assisted Living Facility (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1: Kings Daughters and Sons Assisted Living Facility provides 24-hour supervision, daily meals, recreation, social engagement, and help with personal care, medications, housekeeping, laundry, etc. for elderly persons, who are generally presumed to be principally low-and-moderate income (LMI). The assisted living facility is located at 1100 Bath Avenue, Ashland, KY 41101.

General Administration

No costs for the purpose of the Subrecipient's general administration are included in this activity.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and-moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activities carried out under this Agreement will meet the national objective to benefit low-and-moderate-income (LMI) persons. The Ashland Senior Center exclusively serves elderly persons, which qualifies as a limited clientele category generally presumed to be principally LMI.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

Activity	Total Per Year
Elderly persons assisted	36

D. Staffing

Steve Perry, Executive Director

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within 30 days after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on July 1, 2024 and end on June 30, 2025. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

The City of Ashland will procure all labor, equipment, and materials for the Kings Daughters and Sons Assisted Living Facility Fence Replacement Project in an amount not to exceed \$9,986. This project will replace a fence enclosure for a dumpster and generator.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$9,986. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Subrecipient
City of Ashland Department of Community and Economic Development 1700 Greenup Avenue, PO Box 1839 Ashland, KY 41105-1839 (606) 385-3317	Steve Perry, Executive Director Kings Daughters and Sons Assisted Living Facility 1100 Bath Avenue Ashland, KY 41105 (606) 324-0343

VI. SPECIAL CONDITIONS

All contracts and purchases must comply with the City of Ashland's procurement code, Ordinance No. 87 of 1992, as amended. The subrecipient agrees to comply with the City of Ashland's policies and procedures, Ordinance No. 91 of 2011, as amended.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend, and indemnify the Grantee from any and all claims, actions, suits,

charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and, as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted

under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include, but are not limited to, the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by

minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political

patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these

requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very-low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with

which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with

whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners,

and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

By _____

Chuck Charles, Mayor
City of Ashland, Kentucky

By _____

Steve Perry, Executive Director
Kings Daughters and Sons Assisted Living Facility

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 4/16/25	Date Requested: 4/24/25
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other	Kings Daughters and Sons Fence Replacement Project

RECOMMENDATION:

The Department of Community and Economic Development requests approval for an agreement with Tri-State Construction in the amount of \$9,986.00 for the Kings Daughters and Sons Fence Replacement Project.

DISCUSSION:

This project replaces a fence enclosure for a dumpster and generator. This activity meets the CDBG national objective to benefit low-and-moderate-income (LMI) persons. Kings Daughters and Sons Assisted Living Facility provides services to elderly persons, who are generally presumed to be principally LMI.

FISCAL IMPACT:

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Recommended by:

Approved by:



Jacob Risner
Grant Administrator



Chris Pullem
CED Director

Tony Grubb
City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A CONTRACT BETWEEN THE CITY OF ASHLAND, KENTUCKY, AND TRI-STATE CONSTRUCTION FOR THE KINGS DAUGHTERS AND SONS FENCE REPLACEMENT PROJECT IN THE AMOUNT OF \$9,986.00 FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO BE PAID FROM COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor, be and he is hereby authorized and directed to execute a contract between the City of Ashland, Kentucky and Tri-State Construction for the Kings Daughters and Sons Fence Replacement Project in the amount of \$9,986.00 for the Department of Community and Economic Development. Funding for the project is provided by the Community Development Block Grant (CDBG) through the U.S. Department of Housing and Urban Development. A copy of said contract is attached hereto and made a part hereof by reference.

SECTION 2. That all ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, re-adoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS: _____
READOPTED BY THE BOARD OF COMMISSIONERS: _____
PUBLISHED: _____

REQUESTED/SPONSORED BY: CHRIS PULLEM, DIRECTOR
COMMUNITY & ECONOMIC DEVELOPMENT

\\ORDINANCE\\Contract.Tri-State Construction.Kings Daughters & Sons Fence Replacement



BID PACKET

**Kings Daughters and Sons Assisted Living Facility
Parking Lot Repaving and Fence Replacement**

Project funded by the
U.S. Department of Housing and Urban Development
Community Development Block Grant

City of Ashland
Department of Community and Economic Development
1700 Greenup Avenue, PO Box 1839
Ashland, Kentucky 41105-1839
www.ashlandky.gov



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Sealed bids will be received by the City of Ashland, Kentucky on the following item(s):

To furnish all labor, equipment, and materials to repave two parking lots and to replace a fence at Kings Daughters and Sons Assisted Living Facility, 1100 Bath Avenue, Ashland, KY 41101.

Contractors and subcontractors must adhere to Davis-Bacon Act wage regulations.

Specifications may be obtained by contacting Jacob Risner, Program and Grant Administrator, at jrisner@ashlandky.gov or (606) 385-3324 during regular business hours at the Ashland City Building, 1700 Greenup Avenue, Room 208, Ashland, KY 41101.

Bids will be received until 3:00 p.m. on Thursday, April 10, 2025 in the City Clerk's Office on the fourth floor of the Ashland City Building, 1700 Greenup Avenue, Room 403, Ashland, KY 41101. Bids will be opened and read publicly at 3:15 p.m. on Thursday, April 10, 2025 in the Commissioners' Chambers on the third floor of the Ashland City Building, 1700 Greenup Avenue, Room 308, Ashland, KY 41101.

This project is sponsored by the City of Ashland's Department of Community and Economic Development and funded by the U.S. Department of Housing and Urban Development's Community Development Block Grant. As a federally assisted project, contractors and subcontractors performing work under this advertisement are bound by the requirements of Executive Order 11246 as amended by Executive Order 11375; Title VI of the Civil Rights Act of 1964; Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 3 of the Housing and Urban Development Act of 1968; the Immigration Reform and Control Act of 1986; and the Contract Work Hours and Safety Standards Act. The Contractor's attention is called to the "Equal Opportunity Clause," which states: During the performance of this contract, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and the goals and timetables for minority and female participation in each trade and to the fact that not less than minimum wages set forth in the contract documents must be paid.

The City of Ashland, through its City Manager and Director of Community and Economic Development, reserves the right to accept or reject all or any part of the bid should it be deemed in the best interest of the City of Ashland.



Bid Form

The City of Ashland is seeking proposals for the purchase of all labor, equipment, and materials to repave two parking lots and replace a fence at Kings Daughters and Sons Assisted Living Facility, 1100 Bath Avenue, Ashland, KY 41101. **Contractors and subcontractors must adhere to Davis-Bacon Act wage regulations.**

- Placement of 2-inch overlay of approximately 12,128.5 square feet of bituminous surface material for two parking lots
- Fencing for dumpster enclosure:
 - 6-foot industrial grade black vinyl coated fencing.
 - F668 Class 2a fabric, 2-inch diamond, 9-gage core with a 6-gage finish knuckle for top and bottom.
 - 10-foot double drive gate made from 1 5/8 DQ40 piping.
 - 3-inch bulldog style hinges with industrial drop rod for latch.
 - Line posts: 2 3/8 DQ40 pipe.
 - Terminal posts: 3-inch DQ40 pipe.
 - Corner bracings: truss rods and tighteners.
 - Bottom will be secured with 9-gage core, 6-gage finish tension wire supported with 9-gage hog rings ever 12 inches.
 - 6-foot bottom lock privacy slats (black).
 - All posts will be anchored to concrete.
 - Line posts will have a 6x6 square plate welded to the base.
 - Corner posts will have an 8x8 square plate welded to the base.
 - All plates will have 4 anchor bolts (one for each corner of the plate).

Having carefully examined the site of the proposed work and being fully informed in regard to the conditions to be met in the work, and having read and examined the Information for Bidders, Form of Proposal, Standard General Conditions of the Contract for Construction, Supplemental General Conditions, Detail Specifications, Contract Forms and Plans pertaining to this work, all of which the Bidder considers a part of this Proposal, and having had all questions or apparent discrepancies fully cleared up, the undersigned proposes to furnish all labor, equipment, and materials required to perform the work described above in accordance with the contract documents within ninety (90) consecutive days from the Notice to Proceed at the lump sum price stated below. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days after the actual date of opening.

Name of Bidder Tri State Construction Telephone 606 836 2534

Address of Bidder 1305 Argillite Rd Flatwoods, KY 41139

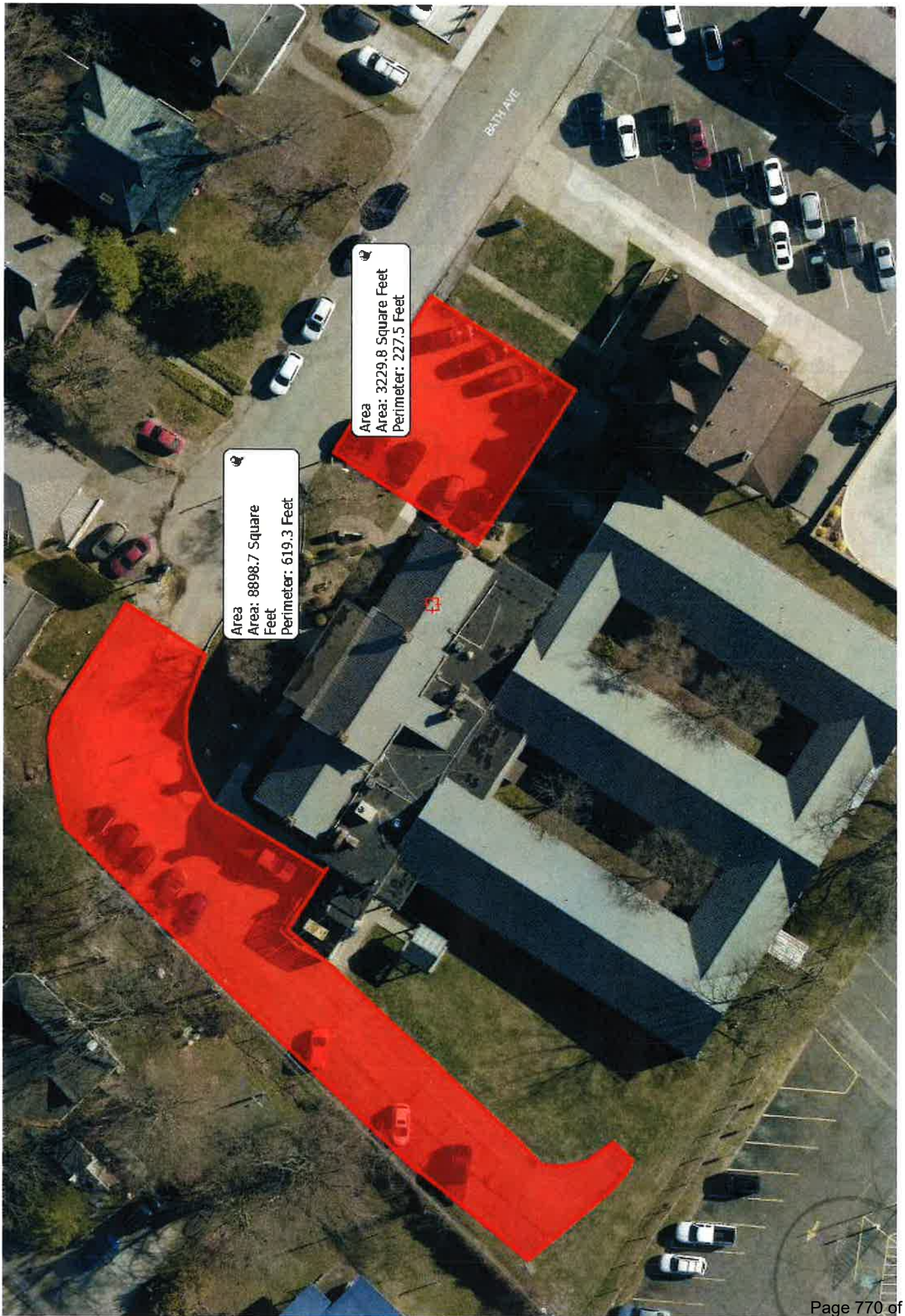
FEIN 27-1040707 DUNS Number 079763473 UEI Number _____

Signature  Title President

Printed Name Michael Wheeler Date 4/10/25

Paving	\$ <u>49,479</u>
Fence	\$ <u>9,986</u>
Total	\$ <u>59,465</u>

Contracts for paving and fencing may be awarded separately.



Area
Area: 8898.7 Square
Feet
Perimeter: 619.3 Feet

Area
Area: 3229.8 Square Feet
Perimeter: 227.5 Feet

**Kings Daughters and Sons Assisted Living Facility
Parking Lot Repaving and Fence Replacement**

REQUIRED ATTACHMENTS

The following items must be filled out completely and attached to this bid form. Failure to attach these required items will be considered non-responsive.

1. Bidder Pre-Qualification Disclosure Statement ✓
2. Copy of City of Ashland Business Privilege License or Application ✓
3. Original Certificate of Insurance as Described in the General Conditions ✓
4. Building Affidavit Pursuant to KRS 198B.060 (010) ✓
5. Non-Collusion Affidavit ✓
6. Subcontractor List ✓
7. Responsibility for Damages, Claims, Etc. ✓
8. Statement of Compliance with Non-Discrimination Regulations ✓
9. Contractor's Certification on Federal Contract Requirements ✓
10. Certification Regarding Debarment and Suspensions ✓
11. False Claims Act ✓
12. Certificate of Bidder Regarding Non-Segregated Facilities ✓
13. Byrd Anti-Lobbying Amendment Certification ✓
14. Certification of Drug-Free Workplace ✓
15. Bid Bond or Certified Check for 10% of Total Bid ✓

JR 4-11-25

Kings Daughters and Sons Assisted Living Facility Parking Lot Repaving and Fence Replacement

Work Specifications

Prior to any construction, the project site will be reviewed by the City's inspector, a representative of the contractor, and if needed, the residents/employees affected. Questions concerning the project will be addressed prior to construction, and a dialogue will be maintained between the City and the contractor to address problems that occur during construction. This will be done on a project-by-project basis.

It is understood by all concerned that the apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any project, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the first quality is to be used. All interpretations of these specifications shall be made on this basis.

Every effort should be made by the contractor that all work be completed by the same field supervisor for the duration of the project to ensure consistent finished product and craftsmanship. The City will also request only one point of contact for job details, planning, field decisions, and project reviews.

The contractor shall take all necessary precautions during the construction operations to prevent damage to any existing underground utilities. Any damage to these structures caused by the contractor's operations or equipment shall be repaired or replaced by the contractor at his/her own expense.

The contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish in and about the area, and all tools, debris, and surplus materials shall be removed from the site. Debris and rubbish from the construction operation shall not be dumped on the City's property but shall be removed and disposed of by the contractor.

Before acceptance and final payment is approved, the right-of-way and all ground occupied by the contractor in connection with the work shall be cleared of all rubbish and excess materials. The contractor shall restore, in an acceptable manner, all property, both public and private, which may have been damaged in the process of completing the project, and all property shall be left in a neat and presentable condition. All equipment shall be removed from the right-of-way.

Materials removed for this contract are to be properly disposed of by the contractor. This is the contractor's property. If this is used as fill on private property, this is an agreement between the contractor and the property owner. The City is not responsible for this material. Disposal of materials will be subject to the guidelines set by the Kentucky Department for Environmental Protection.

Invoices will be taken to the City's Program and Grant Administrator by a representative of the contractor. A copy will be sent to the contractor for preparation of the invoice. The invoice will be checked with the City's copy. Problems noted with the project will need to be corrected prior to the approval of this invoice.

The only payments to be made by the City to the contractor shall be for those items of work performed as specified herein and at the unit prices bid by the contractor.

Failure to comply with any of the above can result in payment delays or cancellation of the contract.

The City holds the right to refuse any portion of any project due to the quality of work.

BIDDER/VENDOR PRE-QUALIFICATION DISCLOSURE STATEMENT

1. Bidder/Vendor Information

Name: TriState Construction
Type of Entity: General Contracting
Contact Person: Michael Wheeler
Principal Office Address: 1305 Argillite Rd. Flatwoods KY 41139
Phone Number: 606 836 2534
E-mail Address for Contact Person: tseprojects@tristateenterprise.com
Federal Tax ID#: 27-1040707
If Corporation or Limited Liability Company, State of Incorporation Kentucky

2. Provide a description of your experience with significant projects of your company within the past five (5) years and provide contact information for the owner's representative for all such projects.

See Attached

3. Provide documentation from projects during the past five years detailing timeliness of performance, quality of work, extension requests, findings, fines and penalties imposed and payment thereof, including liquidated damages, liens, history of claims for extra work, and contract defaults with explanations of same.

See Attached

4. Have you ever failed to complete any job awarded to you? If so, indicate where and why.

No

5. Have you ever defaulted on a contract? If so, indicate where and why.

No

6. Has your company had any suspension or revocation of any professional licenses of any director, officer, owner or managerial employee to the extent that any such licensure is necessary to perform the work contemplated by the contract?

No ☒ Yes ☐ If yes, explain _____

7. List all directors, officers, project managers and superintendents of your company with names and addresses.

Michael Wheeler	Adam Lewis
Flatwoods, KY 41139	Ashland, KY
606 232 0350	606 923 3484

8. Has your company been involved in litigation in which it has been named as a defendant or third-party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years? If so, please include copies of all pleadings.

No ☒ Yes ☐ If yes, explain _____

9. Has your company been involved in litigation in which it was a Defendant or Third-Party Defendant in an action involving a breach of contract for failure to perform as contracted or within like manner.

No ☒ Yes ☐ If yes, explain _____

10. Has your company, any of its high-level management personnel, or any of its owners been convicted of a federal or state criminal offense, including embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property?

No ☒ Yes ☐ If yes, explain _____

11. Has your company, any of its high-level management personnel, or any of its owners been convicted of a criminal offense in connection with obtaining, attempting to obtain, and/or performing any public or private contract?

No ☒ Yes ☐ If yes, explain _____

12. Has your company, its officers, directors, owners and/or managerial employees been convicted or indicted for any crime within the past five years? This includes previous companies in which current principals of your company or subcontractors were affiliated.

No ☒ Yes ☐ If yes, explain _____

13. Has your company had a performance bond canceled or had a claim made on a performance bond over the previous five years?

No ☒ Yes ☐ If yes, explain _____

14. Does your company have a written substance abuse program that includes testing and treatment?

No ☐ Yes ☒ If yes, please provide a description of the same or a copy of the Table of Contents for that program.

15. Does your company have a written safety and health program that includes, but is not limited to training, inspections, safety meetings, accident investigation, job site compliance procedures and complaint procedures?

No ☐ Yes ☒ If yes, please provide a description or copies of the Table of Contents for written job site safety programs and current workers' compensation E-Mod factor.

16. Please list all job site citations received within the past five years from OSHA, KYOSH, DOT and/or EPA. None
17. Please state whether the bidder or any officer, director, or management employees has been debarred or suspended by any federal, state or local government agency within the last five years. None
18. Please list your bank credit reference: Community Trust Bank
19. Will you, upon request, supply a detailed financial statement and furnish any other financial information that may be required by the City of Ashland?
- No Yes ✓
20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information required by the City of Ashland in verification of the statements made comprising this State of Bidder's Qualifications.

Dated on this 10th day of April, 2025.

Tri State Construction
NAME OF BIDDER

Michael Wheeler
BY

President
TITLE

STATE OF Kentucky

COUNTY OF Greenup

Michael Wheeler, being duly sworn, deposes and
says that he/she is President of
Tri State Construction (NAME OF ORGANIZATION) and that the
answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed, sworn to and acknowledged before me this 10 day of April,
2025.

Krista Shay Dailey
NOTARY OF PUBLIC

My Commissioner expires:

5/23/2028



General Conditions and Instructions

Failure to comply with any of the General Conditions and Instructions herein can result in payment delays or in termination of the contract.

Clarification of Contract Documents

Section 2 – If any person, firm, partnership, or corporation who contemplates submitting a Bid for this Project is in doubt as to the true meaning of any part of the Contract Documents, he may submit to the Project Architect, a written request for a clarification thereof, and the person, firm, partnership, or corporation submitting the request shall be responsible for its prompt delivery. Clarification of these Contract Documents will not be made except through written communication duly issued by the Project Architect to the person, firm partnership, or corporation submitting the request, provided that a sufficient period of time is available for the issuance of such a communication prior to the receipt of Bids.

Conflict of Interest

Section 3 - No officer, employee, or member of the governing body of the City who exercises any function or responsibility in connection with the carrying out of this Project shall have any private interest, direct or indirect, with the Contract.

Personal Examination

Section 4 – Contractors are required to satisfy themselves by personal examination of the Contract Documents and investigation at the site of the Project as to the conditions existing and the difficulties likely to be encountered in the construction of the Project.

No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work as the result of failure to make such examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect, all the requirements of the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

Statement of Quantities

Section 5 – The estimate of quantities of work, if included in the Bid, is approximate only, and will not become the basis for calculating the final payment for the work. However, the estimated quantities shall be used by the City in calculating the total amount of the Bid for comparison of Bids.

Amendments and Withdrawals of Bids

Section 6 - Amendments or withdrawals of Bids received later than the time and date of the Bid Opening will not be considered and will be returned unopened to the Contractor. Faxed or emailed bids will not be considered, no exceptions.

Security, Preparation and Submission of Bids

Section 7 – Bids shall be submitted on the Bid Forms enclosed in the Bid Packet. Bid Forms shall not be altered in any way. Altered Bids will not be accepted unless specifically called for in the Bid Packet. Erasures or changes in a Bid must be explained or noted over the signature of the Contractor. Bids containing any conditions, omissions, unexplained erasures, alteration of forms, or irregularities of any kind may be rejected by the City; however, the City reserves the right to accept or to reject any or all Bids and to waive defects or technicalities as may deem in the best interest of the City.

All forms included in the Bid Packet shall be filled out completely and returned with the Bid. The entire Bid Packet must be submitted. It is recommended that Contractor keep a copy of the Bid Packet as submitted.

Bids shall be submitted in the Contractor's complete business name and shall be fully executed and signed by the Contractor or an authorized representative of the Contractor and signature shall be considered that the Contractor has agreed to the acceptance and will comply with all terms and conditions contained and set out in the Bid Packet and Contract Documents. All signatures shall be original. Copies of the Bid or stamped signature(s) on Bid will be considered non-responsive and shall result in the rejection of the Bid.

All Bids shall be accompanied by a BID BOND or CERTIFIED CHECK in the amount of ten (10%) of the Bid, in favor of the City of Ashland. Bid Bonds shall be issued by a responsible Surety licensed to do business in the Commonwealth of Kentucky. Certified checks shall be made payable to the CITY OF ASHLAND. Failure to comply with this requirement SHALL result in the Bid being considered as non-responsive and shall result in the rejection of the Bid.

Bid Bonds and Certified Checks of Unsuccessful Contractors shall be returned as soon as practical after a Contract has been executed between the Successful Contractor and the City at the Pre-Construction Conference.

Each Contractor shall be required to follow the guidelines of the City of Ashland Occupational License Fee – Ordinance 62, 2013 and subsequent amendments. A copy of these ordinances are included in the Bid Packet.

Contractors possessing a CURRENT City of Ashland Business Privilege License shall submit a copy with the Bid. Any Successful Contractor NOT possessing a CURRENT City of Ashland Business Privilege License shall obtain this license before a contract is signed. The City may consider any

Bid received by any Contractor failing to meet this condition as non-responsive and shall result in the rejection of the Bid.

Each Contractor shall submit, with the Bid, all of the numerated items as stated on the Bid Form. Failure to provide all of the requested information shall result in the Bid being considered as non-responsive and shall result in the rejection of the Bid.

Should the Contractor desire to submit two or more Bids for the same Project, each Bid shall be submitted separately and thus completely independent of each.

If a Contractor is unable to Bid on a Bid Item, write "No Bid" on the line where "Unit Price" and "Total Price" is requested.

Whenever the Bid Items are separated into two (2) columns designated "Unit Price" and "Total Price", and where a discrepancy appears between the figure shown in the "Total Price" column as to "Quantity" multiplied by the "Unit Price", the amount in the "Total Price" appearing on the Bid shall control, however the City reserves the right to correct any mathematical errors on the all Bid Forms.

Manufacturer's catalog numbers, trade names, etc., if shown herein, are for descriptive purposes only and are to guide the Contractor in determining the standard of quality, design and performance desired and shall not be construed to exclude other types of commodities and / or services. Any exceptions taken to specifications shall be listed and described on a separate sheet with the various increase or decrease in price clearly stated.

Any literature, forms or items requested in the Bid Packet shall be original material and shall be unaltered. All Bids shall include adequate information, brochures, latest printed detailed specifications and advertising literature describing the commodity or service offered to permit ready comparison with City specifications on an item by item basis if necessary.

Bids shall be enclosed in a Sealed envelope, with the bidder's name and address in the upper left-hand corner and marked "Sealed Bid" with the date and hour of the Bid Opening and the name of the project placed on the lower left corner.

Bids shall be addresses to the City Clerk, City of Ashland, 1700 Greenup Avenue, Room 301, PO Box 1839, Ashland, Kentucky 41105-1839.

Bid Openings are scheduled at 3:15pm, Thursdays in the Commission Chambers on the third floor of the Ashland City Building. Bidders or their representatives may be present.

City reserves the right to amend and/or cancel the Bid Invitation prior to the time and date of the Bid Opening.

Contractors shall receive a Tabulation of the Written Bids after the contract has been executed.

Each Contractor acknowledges that the Boyd Circuit Court shall have jurisdiction over disputes relating to the Contractor award.

Competency of Contractor

Section 8 – The City requires that the Contractor, *if requested*, shall furnish satisfactory evidence that he has the necessary resources to fulfill the conditions of the Contract Documents. The evidence shall be listed in the form, “Statement of Contractor’s Qualifications”. The Contract shall be awarded to the Contractor that offers the lowest and best Bid as determined by the Department Director.

Bid Considerations

Section 9 – The City, through its City Manager, reserves the right to accept or to reject any or all Bids. The City also reserves the right to award Bids whole or in part when it is deemed to be in the best interest of the City.

Award

Section 10 – After the Bid Opening, the Successful Contractor will be sent a written “Notice of Acceptance”.

The City reserves the right to correct any “Notice of Acceptance” erroneously made as a result of a clerical error on the part of the City.

Preference will be given by the City to the lowest responsible Contractor furnishing products made and assembled in the continental United States. Where the price of an acceptable America-Made product is within five percent (5%) of a Non-American-Made product, the Contractor furnishing products made and assembled in the continental United States shall be the Successful Contractor.

A request will be sent to the City Manager for the successful Bid to be placed on the Consent Agenda and for the preparation of an Ordinance naming the Mayor as the authorized representative of the City and authorizing the Mayor to execute a Contract between the City and the Successful Contractor to be presented at the next available Board of Commissioners meeting.

After the second reading and adoption of the ordinance, the Successful Contractor will be sent a written “Notice of Bid Award” stating the date, time and location of the Pre-Construction meeting.

The Successful Contractor will be required to furnish to the City a Contract Surety in the form of a PERFORMANCE BOND and PAYMENT BOND in an amount equal to one hundred (100%) percent

of the total amount of the Bid. Failure to provide a Performance Bond and Payment Bond shall result in the Bid being considered as non-responsive and shall result in the rejection of the Bid.

The Contract shall be considered as executed after four (4) original Contracts have been signed by the authorized representative of the City and signed by the authorized representative of the Successful Contractor; the Performance Bond and Payment and the proof of insurance coverage, as required, is received. The mayor is the authorized representative of the City.

Forfeiture of Contract

Section 11 – The Successful Contractor to whom the “Notice of Bid Award” has been mailed, stating the date, time and location of the Pre-Construction meeting, fails to execute the Contract during the specified date of Pre-Construction meeting, shall be considered in default thereof, the Bid Bond or Certified Check accompanying the Bid may thereupon be forfeited to and retained by the City as liquidated damages for any expense or delay which may be incurred in re-advertisement and preparation of new Bid Packets for the Project and to indemnify said City for any loss which may be sustained. The Project may then be re-advertised or let to the next Contractor, as the City may determine.

Subcontracting

Section 12 – The Contractor may utilize the services of specialty Subcontractors provided:

- a. The Contractor shall not award work to any Subcontractor without prior written approval of the City.
- b. The Contractor shall be fully responsible to the City for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them. The Contractor shall be fully responsible to the city for acts and omissions for persons directly or indirectly employed by him.
- c. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the Contract or by the terms of the Contract Documents insofar as applicable to the work of Subcontractors, and a to give the Contractor the same power regarding terminating any Subcontractor that the City may exercise over the Contractor under any provision of the Contract Documents.
- d. Nothing contained in these Contract Documents shall create any contractual relation between the City and the Subcontractor.

Commencement and Completion of Work

Section 13 – The calendar days established for completion of the work in the Bid shall commence on the date of the “Notice to Proceed”. All work under this Contract shall be completed within these calendar days by the Contractor, subject to the liquidated damages herein provided. However, the Contractor or any Subcontractor shall not commence work on this Project under this Contract until the “Notice to Proceed” has been issued.

Contractor’s and Subcontractor’s Insurance

Section 14 – The Contractor and/or Subcontractor on this work will be required to take out and maintain during the life of the Contract, the insurance listed below, and approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder. The Contractor shall purchase the insurance listed below to protect the City from claims incurred by the action of the Contractor or Subcontractor in the construction of this Project.

Certified copies of the insurance coverage shall be submitted to the City for approval at the Pre-Construction meeting.

- I. **Compensation and Employee’s General Liability Insurance:** The Contractor shall procure and shall maintain during the life of this Contract, Workmen’s Compensation Coverage for all of his employees to be engaged in work under the Contract; and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen’s Compensation Coverage for all of the latter’s employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor’s Workmen’s Compensation Coverage.
- II. **Public Liability and Owner’s or Contractor’s Protective Insurance:** The Contractor shall take out and maintain this type insurance and shall require any of this Subcontractors performing work covered by the Contract to do the same in order to protect themselves from claims for damage to property which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.
- A. **(Comprehensive) Automobile Liability covering:**
 1. Bodily Injury including wrongful death in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident, and
 2. Property Damage in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for each accident.

B. (Comprehensive) General Liability covering:

1. Bodily Injury including wrongful death in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident, and an aggregate liability of One Million Dollars (\$1,000,000.00), and
2. Property Damage including Blasting and Underground Excavation in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each accident and an aggregate liability of One Million Dollars (\$1,000,000.00). The Contractor shall require all Subcontractors to carry Public Liability Insurance in like amounts.

III. Scope of Insurance and Special Hazards: The insurance required under paragraph II, hereof, shall provide adequate protection for the City, Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of the Contract. Each of the aforesaid policies shall include the City as a named insured and will provide that such policy will not be canceled until after the Owner shall have given twenty (20) days written notice of the proposed cancellation.

Laws, Ordinances, and Regulations

Section 15 – The Contractor shall keep himself fully informed of and shall carefully observe and comply with all Federal, State, County, City and local laws, ordinances, rules, permits, licenses and required inspections for all work, the employment of and payment for all labor; the legal rights of all workers employed under this Contract; and any other items which in any manner affect the conduct of the work; and all such orders or decrees that exist at present, or those which may be enacted later, or bodies or tribunals having any jurisdiction or authority over the work, and he will be required to indemnify and save harmless the City and all its officers, officials and agents against any claim or liability arising from or based upon any violation of any such law, ordinance, regulation, order or decree whether by himself or his employees or Subcontractor. Should the Contractor at any time find that any requirement of this Contract is at variance with applicable laws, ordinances, or building code requirements, he shall promptly notify the City, and any necessary adjustment of the Contract will be made as specified under the section entitled “Change Orders and Payments”.

The Contractor will be required to give all notices, and pay all fees for any and/or all permits, licenses, or inspections necessary for the prosecution of the Contract at his own expense.

Patents

Section 16 – The Contractor will be required to indemnify, keep and save harmless the City and his officers, officials and agents from all liabilities, judgments, costs, damage or claims for damages which may arise from the infringement of any letter patented, patent rights, or royalty due on the same by reason of the use of any patented materials, machinery, devices, and equipment furnished or used in the performance of the work under this Contract, or by reason of the use of patented designs furnished and incorporated into the work by the Contractor and accepted by the City, excepting equipment furnished by the City.

In the event that any claim, suit or action at law or equity of any kind whatsoever is made or brought against the City involving any such patents, then the City shall have the right to retain from the money due and/or to become due to the Contractor, a sufficient amount of money as shall be considered necessary by the Legal Advisor of the City, to protect him against loss until such claim, suit, or action shall have been settled and evidence to the effect shall have been furnished to the satisfaction of the said Legal Advisor.

Taxes

Section 17 – The Contractor will be required to pay, without additional expense to the City, all Federal, State, Local sales, and any other taxes which may be applicable to the work under this Contract, excepting any taxes and assessments on the real property comprising the site of the Project.

Assignments

Section 18 – The Contractor may not assign the whole or any part of this Contract or any moneys due and/or become due hereunder without written consent of the City and/or of all Sureties executing any bonds on behalf of the Contractor. In case the Contractor should assign all or any part of moneys due and/or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of assignee in and to any moneys due and/or become due to the Contractor shall be subject to prior liens of all persons, firms, partnerships and corporations for services rendered or materials supplied for the performance of the work called for in these Contract Documents.

Construction Schedule, Commencement and Completion Date

Section 19 – A Pre-Construction meeting will be scheduled by the City and at said meeting, and after execution and delivery of the Contract, the Contractor will provide a construction progress schedule satisfactory to the Project Manager, showing the proposed dates of commencements and completion of each of the various subdivisions of work, including restoration required under the Contract.

The work, which the Contractor is required to perform under this Contract, shall be started within ten (10) days after receipt of written "Notice to Proceed."

The product, delivery, and installation which the Contractor is required to perform under this Contract, shall be complete on or before 250 days from the executed contract.

Prior to any commencement of construction, the project site shall be reviewed by the Project Manager, the Contractor, or his representative, and if needed the Agency affected by the Project.

Questions concerning the Project shall be addressed prior to construction.

Mutual Responsibility of Contractors

Section 20 – If, through acts of neglect on the part of the Contractor, any other Contractor, or any Subcontractor suffers loss of damage of the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. However, if such other Contractor or Subcontractor should assert any claim against the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor in writing, and the Contractor hereby indemnifies and saves harmless the City against any such claims.

Supervision of Work by Contractor

Section 21 – The Contractor shall personally supervise the work or furnish at all times a duly authorized representative, who shall receive and execute all orders given by the Project Engineer. Such orders so given to and received by said representative shall be deemed to have been given to and received by the Contractor.

Section 22 – Supervisory personnel must be available locally, twenty-four (24) hours a day, seven (7) days a week until all items of work have been completed under this Contract.

Change Orders and Payments

Section 23 – The Project Manager may find it necessary and desirable to make changes and/or alterations in the lines, grades, plans, form dimension, equipment, or materials from time to time, either before or after construction has begun.

All work performed shall be inspected and approved by the City of Ashland Inspector prior to any payment, partial or full, is made.

When applicable, all backfill and landscaping including relocating fences, mailboxes, small bushes, and the seeding with straw of work areas shall be completed by the Contractor and assumed in the cost of the Project.

The City of Ashland Project manager shall notify the Contractor about all changes in the work, at any time, and it shall be completed according to all said changes without any alteration in the Contract Price except in those cases where the changes materially affect the amount of work to be done and the costs thereof. The decision of the City of Ashland Inspector regarding changes in work shall be final in all cases where no alteration in price is involved.

If other work is needed to complete the job, other than what is normally expected, the Project shall continue, and a cost shall be discussed and agreed upon between the Project Architect, City of Ashland Staff, and the Contractor, as situations arise. This shall include extra fill material beyond the normal scope of the Contract and the grading of said material. This cost will be reported to the City Engineer/Property Maintenance Manager in writing prior to construction and included on a separate itemized invoice for the preparation of a Change Order. All Change Orders shall reflect all additions and subtractions to the Contract.

Changes in work which involve an alteration in the amount to be paid to the Contractor shall not be commenced until the recommendations of the City Engineer/Property Maintenance Manager have been approved by the City through appropriate action, and not then until the Change Order for an alteration in price has been approved.

Adjustment in the amount to be paid to the Contractor by reason of any changes in, additions to, or deductions from the amount of work to be done shall be determined by one (1) of more of the following methods of selection by the City.

- a. By using the unit price contained in the Contractor's original Bid, or other mutually agreed unit prices.
- b. By using an acceptable Lump Sum Bid from the Contractor, which shall be added to or deducted from the Contract Price. The agreed price will include the Contractor's "Overhead and Profit", if the change involves an addition to the Contract Price; but if it involves a credit to the Owner, an allowance for "Overhead and Profit" also will be figured.

Itemized invoices shall be taken to the Project Manager and a representative of the Contractor. The itemized invoice will be verified. Problems noted regarding the measurements shall be discussed and corrected. A corrected itemized invoice shall be re-submitted.

Request for payment, partial or full, shall be submitted in the form of an itemized invoice and shall be payable within ten (10) business days from the day of commission approval.

All materials and work covered by partial payments shall thereupon become the sole property of the City. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work. The making of Partial Payments does not waive the right of the City to require the fulfillment of all the terms of the Contract Documents.

City's Right to Withhold Certain Amounts and Make Applicable Thereof

Section 24 – The City holds the right to refuse any portion of any work on the Project due to quality. The Contractor may be required by the City to furnish from time to time, satisfactory evidence that all persons who have done work or furnished materials under this Contract, or may have suffered and claimed damage on account of the Contractor's operations, have been fully paid or secured, and in case such evidence is not furnished as aforesaid, the Owner may in addition to the portion of any estimate retained under the proceeding provisions of these Contract Documents, also withhold sufficient amount of any payment otherwise due to the Contractor to cover:

- a. Payments that may be past due or payable for just claims for labor or materials furnished in and about the performance of the work or for damages sustained under this Contract.
- b. For defective work not remedied as hereinbefore provided; and
- c. For failure of the Contractor to make proper payments to his Subcontractors.

The City shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to his paragraph to the party of parties who are entitled to payment there from; and the City will render to the Contractor a proper accounting of all such finds disbursed in behalf of the Contractor, but it shall be understood and agreed that the City thereby assumes no obligations toward any claimant under this provision.

It is mutually agreed by and between the parties hereto that time is an essential part of this Contract; and if the Contractor shall fail to carry on the work with such force and in such manner and order, and as such points, that within the time set out in his Bid, the whole work shall not be performed including testing and restoration in accordance with the terms of these Contract Documents, the City may retain from the moneys that are, or which may become due said Contractor, the City's estimated daily cost of the completed work for each and every calendar day the completion of the work be delayed beyond the time specified herein for such completion; or such extensions thereto, as may be approved in writing by the City upon written request from the Contractor. The Contractor shall not be entitled to a bonus for early completion.

It is agreed by and between the parties hereto that inasmuch as expenses will be sustained by the City, in the event that said Contractor fails to perform the work herein specified within the time herein set forth; e.g., engineering expenses, interest charges, wages of personnel in the engineering and other department; salaries of inspectors, delay caused to other work by failure to perform this Contract, the sum per day for each working days delay shall be considered as liquidated damages and not as a penalty and shall become due said City as full payment for all such expenses sustained to it by the failure of said Contractor to complete the work as herein specified.

The Right of the City to Terminate Contract

Section 25 – In the event that any of the provisions of these Contract Documents are violated by the Contractor or any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety, of his intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for corrections by made, the Contract shall, upon the expiration of said ten (10) days cease and terminate. In the event of any termination, the City shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of Notice of Termination, the City may take over the work and prosecute same to completion by Contract for the amount and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the City thereby, and in such event the city may take possession of and utilize the completing the work, such materials, appliances, and shop drawings as may be on the site of the work and necessary therefore.

In the event of termination, the Contractor shall immediately cease work and shall evacuate the Project without order of any court.

Other Contracts

Section 26 – The City reserves the right to allow other work or to enter into other Contracts for work or materials to be constructed or placed in or about the work therein described, and to order the starting and progress of such other Contracts at any time prior to the completion of this Contract. The Contractor for the work herein described agrees to allow the construction of or progress of the work under such other Contract, under such arrangements for the joint occupation of the site of the work as the Project Engineer may approve. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with his work; but if, in the judgment of the Project Engineer, the joint occupation of the site of the work by two (2) or more Contractors working on different Contracts at the same time actually impedes progress of the work herein described, then, with the approval of the City, the time of completion of the work may be proportionately extended.

Suspension of Work

Section 27 – The City reserves the right to suspend the whole or any part of the work to be done hereunder, if it shall be deemed for the best interest of the City to do so, without compensation to the Contractor for such suspension other than extending the time for completing the work as much as it may have been delayed by such suspension.

No Waiver of Contract

Section 28 – Neither an extension of time for any reason beyond the date fixed herein for the completion of the Contract, nor the delivery and acceptance of the whole or any part of the work by the Project Engineer, nor any possession taken by the City or employees, shall be deemed to be a waiver by the City of the right to abrogate this Contract for abandonment or delay in the manner therein provided.

Extension of Time

Section 29 – In case of the work being delayed due to acts of omission or commission on the part of the City or the interference or delay caused by other Contractors, the time for the completion of the Contract will be extended by the City, after request is made in writing by the Contractor; such an extension of time shall be no instance exceed the time actually lost to the Contractor by reason of such interference or delay.

Delays

Section 30 – The right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault of negligence of the Contractor, including, but not restricted to acts of God, or of the public enemy, acts of the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather or delays of Subcontractors due to such causes, if the Contractor shall, within ten (10) days from the beginning of such delay (unless the City shall grant a further period of delay, who shall ascertain the facts and the extend of the delay and extend the time for completing the work when, in its judgment, the findings, of fact justify such an extension, and its findings of fact thereon shall be final and conclusive on the parties thereto.

No Estoppels

Section 31 – Neither the City nor his appointee shall be precluded or estopped by and return or certificate made or given by the City or his appointee under any provisions of this Contract, at any time (before the final completion certificate), showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this Contract, or that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not, in fact, conform to the

Contract Documents, and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor any damages which may be sustained by reason of his failure to comply with the Contract Documents.

The final inspection of the work covered by the Contract Documents shall not be binding or conclusive upon the City, if it subsequently appears that the Contractor has willfully or fraudulently or through collusion with the representative of the City in charge of the work, supplies inferior materials or workmanship, or has departed from the terms of the Contract Documents notwithstanding the acceptance of said work and the payment of the City of all estimates.

Guarantee of Work

Section 32 – The Contractor shall guarantee all the work for a period of one (1) year from the date of Final Payment, as written on said check, against defects resulting from the use of inferior materials, equipment or workmanship. This guarantee period shall be covered by the Performance Bond and Payment Bond as agreed upon between the City and the Contractor prior to the Final Payment of the work.

The Contractor will be required during the life of this guarantee to make all repairs or changes in the one (1) year guarantee period shall commence on the date Final Payment, as written on said check.

Retainer

Section 33 – The City shall retain ten percent (10%) of the total partial payments until the value of the work performed is one hundred percent (100%) complete.

Release of Claims

Section 34 – The Contractor shall deliver to the City, either prior to or concurrently with the Final Payment Request, the Contractor's affidavit listing all suppliers or material and all persons performing labor under and by virtue of this Contract. The Contractor shall also supply, at this time, release of liens from all material suppliers and all persons performing labor as listed in the Contractor's affidavit.

The Contractor will be responsible for obtaining from his Subcontractors, the affidavits and release of liens for the Subcontractor's portion of the work. The Subcontractor's affidavits and release of liens shall be made out jointly to the Contractor and City.

Final Inspection

Section 35 – The City Inspector shall make a final inspection upon completion of the work; and if all the work required to be done under the Contract is found acceptable as required by the Contract Documents, the Contractor shall proceed with the Final Payment Request.

Final Payment Request

Section 36 – The City will pay to the Contractor the total earned compensation as stated in the Final Payment Request, less all prior payments and advances, whatsoever, to or for the account of the Contractor and all amounts to be kept and retained under the provisions of these Contract Documents. All prior estimates and payments, including those relating to “Change Orders” shall be subject to correction by this Final Payment Request for payment of work included under these Contract Documents. The one (1) year guarantee period shall commence on the date of Final Payment, as written on said check.

Contract Release

Section 37 – The Contractor’s acceptance of the Final Payment shall operate as, and shall be a release to the City, officials and agents thereof, from any and all claims and any liability to the Contractor for anything done or furnished for, or relating to or affecting the work under these Contract Documents, or for any act and neglect of the City or of any person relating to or arising out of the work. No payments, final or otherwise, shall operate to release the Contractor of his Sureties from any obligations under these Contract Documents.

Notice and Service Thereof

Section 38 – Where, in any of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given; as to the City, when written notice shall be delivered to the City, or shall have been placed in the United States Mails addressed to the City at the place where the Bids or Bids for the Contract were opened; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the Project, or by mailing such written notice in the United States Mails addressed to the Contractor at the place stated in the papers prepared by him to accompany his Bid at the address of his permanent place of business, as to the Surety on the Performance Bond and Payment Bond, when a written notice is placed in the United States Mails addressed to the Surety at the home office of such Surety or to its agents who executed such Performance Bond and Payment Bonds in behalf of such Surety.

Legal Requirements

Section 39 – The intent of these Contract Documents is to include each and every provision of law and clause required by law to be inserted herein, and it shall be read and enforced as though they were included herein.

U.S. Department of Housing and Urban Development Requirements

Section 40 – The AGENCY and CONTRACTOR for which the contribution is made will provide any and all information requested by the CITY or HUD to determine compliance with any applicable HUD requirements and shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies in connection with the Project.

LABOR REQUIREMENTS: Compliance with certain regulations on wage and labor standards. In the case of Davis Bacon and Contract Work Hours and Safety Standards Acts, every contract for construction (in the case of residential construction, projects with eight or more units) triggers the requirements.

Davis-Bacon and Related Acts (40 USC 276(A)-7): Ensures that mechanics and laborers employed in construction work under Federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act also provides for the withholding of funds to ensure compliance and excludes from the wage requirements apprentices enrolled in bona fide apprenticeship programs.

Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333): Provides that mechanics and laborers employed on Federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week, and provides for the payment of liquidated damages where violations occur. This act also addresses safe and healthy working conditions.

Copeland (Anti-Kickback) Act (40 USC 276c): Governs the deductions from paychecks that are allowable. Makes it criminal offense to induce anyone employed on a Federally assisted project to relinquish any compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance.

Fair Labor Standards Act of 1938, As Amended (29 USC 201, et. Seq.): Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and on-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work, and establishes child labor standards.

CONFLICT-OF-INTEREST: CDBG regulations require compliance with conflict-of-interest provisions 24CFR Parts 84 and 85 and/or CDBG regulations at 570.611.

DEBARRED CONTRACTORS: In accordance with 24 CFR Part 5, CDBG funds may not be used to directly or indirectly employ, award contracts/agreements to or otherwise engage the services of any contractor or sub-recipient during any period of debarment, suspension or placement of ineligibility status. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).

By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, the Participant provides the certification set out below. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

Further, the Participant shall provide immediate written notice to the person in whom this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the Participant will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

It is further agreed that by submitting this proposal, the Participant will include this Certification, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

EQUAL OPPORTUNITY: Compliance with the following regulations that ensure equal opportunity for employment and contracting.

Equal Employment Opportunity, Executive Order 11246, as amended

Section 3 of the Housing and Urban Development Act of 1968

Minority/Women's Business Enterprise under Executive Orders 11625, 12432 and 12138

Fair Housing Act: The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
- National Origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Handicap (Disability)

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

What is *Prohibited*?

In the Sale or Rental of Housing: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap (disability):

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- For profit, persuade owners to sell or rent (blockbusting) or
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing

PROCUREMENT STANDARDS: 24 CFR 85.36 and/or 24 CFR Part 84

NON-DISCRIMINATION AND EQUAL ACCESS: No person in the shall on the grounds of race, color, national origin, religion, or sex be excluded, denied benefits or subjected to discrimination under any program funded in whole or in part by CDBG funds. Measures must be taken to ensure non-discriminatory treatment, outreach an access to program resources. This applies to employment and contracting, as well as to marketing and selection of program participants.

Fair Housing and Equal Opportunity: Activities must comply with the following Federal laws, executive orders and regulations pertaining to fair housing and equal opportunity.

Title VI of the Civil Rights Act of 1964, As Amended (42 USC 2000d et seq)

The Fair Housing Act (42 USC 3601-3602)

NON-COLLUSION AFFIDAVIT OF CONTRACTOR: This proposal is genuine and is not a collusive or sham proposal. Neither the said contractor nor any of its officers, partners, owners, agents or representatives, employees, or parties in interest, including the affinity has in any way colluded, conspired, connived or agree, directly or indirectly with any other contactor, firm, or person to submit a collusive or sham bid in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other contractor, firm, or person to fix the price or prices in the attached proposal or of any other

contractor, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Ashland or any person interested in the proposed agreement; and the price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the contractor or any of its agents, representatives, owners, employees or parties, including this affiant.

STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REGULATIONS: The undersigned contractor certifies that he and his company will not discriminate against any person regarding age, sex, race, religion, national origin or creed, in accordance with President's Executive Orders 11246 and 11375 and other appropriate Federal, Commonwealth of Kentucky and City of Ashland rules, regulations and ordinances in effect at this time. The undersigned also certifies that he does not and will not maintain or provide for their employees facilities that are segregated and that they will make a positive effort to use small businesses, minority and female owned businesses in the performance of this contract.

RELEASE OF MECHANICS LIEN: The undersigned contractor certifies that he and his company having furnished materials and/or labor at the above project do hereby release all liens or rights to file liens against said property for material and/or services of labor provided for this project.

CERTIFICATION CONCERNING LABOR STANDARDS AND CONTRACTOR ELIGIBILITY: The contractor acknowledges that:

- The Labor Standards provisions are included in this agreement.
- Correction of any infractions of the aforesaid provisions, including infractions by any of his subcontractors and any lower tier subcontractors is his responsibility.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 3 ACT

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that economic opportunities generated by certain HUD financial assistance for housing (including Public and Indian Housing) and community development programs shall, to the greatest extent feasible, be given to low and very low-income person, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

Who are Section 3 residents?

- Public housing residents including persons with disabilities.
- Low and very low-income persons who live in the area where a HUD assisted project is located.

What is a Section 3 business?

- That is owned by Section 3 residents, employs Section 3 residents or; Subcontracts with businesses that provide opportunities to low and very low-income persons.
- The City of Ashland, Department of Planning and Community Development encourage the Contractors bidding on any Community Development Block Grant Homeowner Rehabilitation Project to notify this department that they are a Section 3 Business at the time of bidding or that they will hire Section 3 employees and or Subcontractors if they are the awarding bid.

**Kings Daughters and Sons Assisted Living Facility
Parking Lot Repaving and Fence Replacement**

THIS CONTRACT, made and entered on this day, _____, by and between the **CITY OF ASHLAND, KENTUCKY**, a Municipal Corporation, hereinafter known as the **CITY**, acting by and through its Mayor, Chuck Charles, duly authorized thereunto, and (Insert Contractor Name), party of the second part, hereinafter known as the **COMPANY**.

WITNESSETH: That for and in consideration of the unit prices as listed on the bid form attached hereto to be paid by the **CITY** to the **COMPANY** as hereinafter contained and set forth, and in further consideration of the mutual covenants and agreements hereinafter contained and set forth, the **COMPANY** has agreed and does by these presents, hereby covenant, agree and bind itself to furnish and perform to and for the **CITY** all necessary supervision, labor, material, tools, equipment, services, and all facilities required for the completion of this Contract for the City of Ashland, Department of Community and Economic Development, all in accordance with the Bid of the **COMPANY** dated (Insert Bid Date). Said specifications and Bid Form are attached hereto and made part of this Contract to all intents and purposes as though set out at length in words and figures herein.

**Kings Daughters and Sons Assisted Living Facility
Parking Lot Repaving and Fence Replacement**

IN TESTIMONY OF ALL WHICH, the said **CITY** has caused its Corporate Name to be affixed by Chuck Charles, attested by Susan Maddix, City Clerk, and its Corporate Seal to be hereunto affixed, and the **COMPANY** has caused its Corporate Name to be hereunto subscribed by its _____, in duplicate original copies, each party taking a copy, this the day _____ (TITLE) and date first written. This contract will be in effect for up to one year from the signing date.

CITY OF ASHLAND, KENTUCKY

BY _____

Chuck Charles, MAYOR

ATTEST _____

SUSAN MADDIX, CITY CLERK

(Insert Contractor Name)

BY _____

TITLE _____

Date _____

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The [Davis-Bacon Act](#) applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of [public buildings or public works](#). Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon “Related Acts.” The “Related Acts” include provisions that apply Davis-Bacon labor standards to most federally assisted construction. Examples of “Related Acts” include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay [laborers and mechanics](#) employed directly upon the [site of the work](#) at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. [Davis-Bacon labor standards clauses](#) must be included in covered contracts.

The Davis-Bacon “prevailing wage” is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor’s obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the [Davis-Bacon poster \(WH-1321\)](#) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the [System for Award Management \(SAM\)](#) website at <https://sam.gov/content/wage-determinations> for contracting agencies to incorporate them into covered contracts. The “prevailing wages” are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda Nos. [130](#), [131](#), and [236](#).

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The Copeland "Anti-Kickback" Act prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the Fair Labor Standards Act may apply.

Under Reorganization Plan No. 14 of 1950, (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
Contact Us

Federal Labor Standards Provisions

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the

U.S. Department of Housing and Urban Development

Office of Labor Relations

30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part Previous editions are obsolete Page 2 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1 of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his

or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 04/11/2025	Date Requested: 04/24/2025
Type of Action Requested	Subject
☐ Resolution ☒ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☐ Other	ORDINANCE TO AUTHORIZE THE MAYOR TO SIGN THE MEMORANDUM OF AGREEMENT.

RECOMMENDATION:

Mark Hall, Director of Utility Operations, requests permission for an Ordinance from the City of Ashland, Kentucky, authorizing Chuck D. Charles, Mayor, to enter into an agreement with Memorandum of Agreement.

DISCUSSION:

The Parties as stated in the MOA has agreed to utilize Strand Associates, Inc. ("Strand") for engineering services for the purpose of assisting in the development of responses to KEEC, policy request and interpretations, regulatory procedures, and water quality standards revisions as needed, as well as other related services and the Law Firm of English, Lucas, Priest and Owsley ("ELPO") to provide the Kentucky CSO Coalition legal services related to the above issues: and Whereas, the Parties have agreed that RWRA has authority to sign contracts with Strand and ELPO on behalf of the Kentucky CSO Coalition for said services, with all costs and expenses paid to Strand and ELPO to be shared by the Parties and reimbursed to RWRA as more specifically set forth in this MOA.

FISCAL IMPACT:

Not-to-exceed the amount of \$16,250.00.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

None.

Prepared by:

Recommended by:

Approved by:

Teena Rucker

Teena Rucker

Mark Hall

Mark Hall

City Manager

ORDINANCE NO. _____, 2025

AN ORDINANCE OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE KENTUCKY COMBINED SEWER OVERFLOW COALITION, OF WHICH THE CITY OF ASHLAND IS A MEMBER, AND STRAND ASSOCIATES, INC. AND THE LAW FIRM OF ENGLISH, LUCAS, PRIEST AND OWSLEY REGARDING REGULATORY APPROACHES TO TERMINATING LONG-TERM CONTROL PLANS WITH THE KENTUCKY ENERGY AND ENVIRONMENT CABINET IN AN AMOUNT NOT TO EXCEED \$16,250.00.

* * * * *

WHEREAS, the City of Ashland is a member of the Kentucky Combined Sewer Overflow (CSO) Coalition, and

WHEREAS, the Coalition has scheduled meetings with the Kentucky Energy and Environment Cabinet (KEEC) to discuss regulatory approaches to terminating Long-Term Control Plans and other similar issues;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor of the City of Ashland, Kentucky be and is hereby authorized and directed to execute a Memorandum of Agreement (MOA) agreeing that the City of Ashland, as a member of the Kentucky Combined Sewer Overflow (CSO) Coalition, hereby agrees to the stipulations set forth in the attached MOA. Said MOA is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances of the City of Ashland and any parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

MAYOR

ATTEST:

CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS:

READOPTED BY THE BOARD OF COMMISSIONERS:

PUBLISHED:

REQUESTED/SPONSORED BY: MARK HALL, DIRECTOR OF UTILITIES

\\ORDINANCE\Memorandum of Agreement.KY Combined Sewer Overflow Coalition

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") dated ____ day of _____, 2025, is by and between Regional Water Resource Agency ("RWRA"), Sanitation District No. 1 ("SD1"), Louisville Metropolitan Sewer District ("MSD"), Paducah McCracken County Joint Sewer Agency ("JSA"), City of Ashland, City of Frankfort, City of Maysville, and Henderson Water Utility ("HWU"), being all of the members of the Kentucky Combined Sewer Overflow (CSO) Coalition (collectively hereinafter "the Parties").

WHEREAS, the Parties have scheduled meetings with the Kentucky Energy and Environment Cabinet (KEEC) to discuss regulatory approaches to terminating Long Term Control Plans and other similar issues;

WHEREAS, the Parties have agreed to utilize Strand Associates, Inc. ("Strand") for engineering services for the purposes of assisting in the development of responses to KEEC, policy requests and interpretations, regulatory procedures, and water quality standards revisions as needed, as well as other related services;

WHEREAS, the Parties have agreed to utilize the law firm of English, Lucas, Priest and Owsley ("ELPO") to provide the Kentucky CSO Coalition legal services related to the above issues; and

WHEREAS, the Parties have agreed that RWRA has authority to sign contracts with Strand and ELPO on behalf of the Kentucky CSO Coalition for said services, with all costs and expenses paid to Strand and ELPO to be shared by the Parties and reimbursed to RWRA as more specifically set forth in this MOA.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants set forth herein, the Parties do hereby agree as follows:

1. RWRA, on behalf of the Kentucky CSO Coalition, shall sign a contract with Strand for the services outlined hereinabove, which services shall be invoiced to RWRA monthly on an hourly rate basis plus expenses and in no event will the total compensation exceed \$90,000.00 without a written amendment to said contract, and further amendment to this MOA. A copy of the proposed contract to be entered into between RWRA and Strand is attached hereto as Exhibit "A" and incorporated herein by reference. A monthly billed statement shall be provided by Strand to RWRA.

2. RWRA, on behalf of the Kentucky CSO Coalition, shall sign a contract with ELPO for payment of legal services rendered to the Kentucky CSO Coalition, with the understanding that the Kentucky CSO Coalition is the client of ELPO. ELPO shall provide legal services on a time and expense basis, at the rates shown on the proposed engagement letter attached hereto as Exhibit "B" and incorporated herein by reference. Said fees and expenses paid to ELPO will not exceed a total of \$40,000.00 without written authorization to ELPO from RWRA on behalf of the Kentucky CSO Coalition, and further amendment to this MOA. A monthly billing statement shall be provided by ELPO to the Kentucky CSO Coalition care of RWRA.

3. RWRA will ensure that all invoices are paid in full to Strand and ELPO in accordance with their payment terms ("the Invoice(s)").

4. The Parties agree that the financial responsibility for all Invoices from Strand and ELPO shall be shared among the Parties in the following proportions:

- a. RWRA shall be responsible for 12.5% of all Invoices;
- b. SD1 shall be responsible for 12.5% of all Invoices;
- c. MSD shall be responsible for 12.5% of all Invoices;

- d. JSA shall be responsible for 12.5% of all Invoices;
- e. City of Ashland shall be responsible for 12.5% of all Invoices;
- f. City of Frankfort shall be responsible for 12.5% of all Invoices;
- g. City of Maysville shall be responsible for 12.5% of all Invoices;
- h. HWU shall be responsible for 12.5% of all Invoices.

5. On no less than a quarterly basis, RWRA shall forward all Invoices received to the Parties. Within thirty (30) business days of receipt of said Invoice, the Parties shall reimburse RWRA for their responsible share as set forth in numerical paragraph 4. above.

6. This MOA shall remain in effect at all times in which either Strand and/or ELPO are providing the services outlined hereinabove.

7. RWRA will provide electronic copies of any written materials developed or provided by Strand and ELPO for the Kentucky CSO Coalition to all other Parties. All Parties will be provided with notice of any Kentucky CSO Coalition meetings scheduled with Strand or ELPO, as well as actions or positions proposed by Strand and/or ELPO for the Kentucky CSO Coalition.

8. The Parties expressly waive any conflict of interest that might now exist or arise in the future due to the representation by Strand and ELPO of the Kentucky CSO Coalition. In the event any Party hereto determines that a conflict exists to the extent that they must withdraw from the Kentucky CSO Coalition or take a position adverse to the remaining Parties, said Party expressly waives any conflict of interest and agrees that the Kentucky CSO Coalition shall be allowed to continue utilizing the services of Strand and ELPO. The Parties expressly recognize that any Party may engage separately with Strand or ELPO on matters that affect them, at their own expense.

9. The Parties acknowledge that RWRA is signing the contracts referenced above with Strand and ELPO on behalf of the Kentucky CSO Coalition and in reliance on the agreements herein among the Parties. Should any Party hereto fail to comply with their agreement to pay the Invoices set forth hereinabove, RWRA shall have no obligation to provide any information received from Strand or ELPO. Further, the defaulting Party shall no longer be entitled to receive the benefit of any services provided to the remaining Parties by Strand or ELPO. The remaining Parties agree to divide any unpaid Invoice of a defaulting Party based on the remaining Parties' proportionate shares.

10. The Parties acknowledge this MOA contains the entire agreement among them as to the matters set forth herein.

MUNICIPAL ORDER NO. _____, 2025

A MUNICIPAL ORDER OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D CHARLES, MAYOR, TO EXECUTE AN APPLICATION FOR THE KENTUCKY FIRE COMMISSION FY2026 TRAINING FACILITY GRANT IN THE AMOUNT OF \$30,000.00 AND ACCEPTANCE UPON AWARD OF THE GRANT FOR THE ASHLAND FIRE DEPARTMENT.

* * * * *

WHEREAS, the City of Ashland, Kentucky desires to authorize Chuck D. Charles, Mayor, to execute an application for The Kentucky Fire Commission FY2026 Training Facility Grant for the Ashland Fire Department, and

WHEREAS, the Kentucky Fire Commission FY2026 Training Facility Grant was developed to assist fire departments across the Commonwealth with a search and rescue training prop to ensure firefighters are equipped to assist their communities and citizens in their times of need;

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor of the City of Ashland, Kentucky, is hereby authorized and directed to execute a Kentucky Fire Commission FY2026 Training Facility Grant for submission and is hereby authorized and directed to accept upon award the grant funds.

INTRODUCED, PUBLICLY READ, AND FINALLY APPROVED ON ONE READING, this the 24th day of April, 2025.

MAYOR

ATTEST:

CITY CLERK

REQUESTED/SPONSORED BY: STEVE ALLEY, FIRE CHIEF
/Municipal Order/Grant.AFD.Kentucky Fire Commission.Training facility grant

AGENDA ITEM: _____

DATE: _____

**CITY OF ASHLAND
REQUEST FOR COMMISSION ACTION (RCA)**

Date Submitted: 04/15/2025	Date Requested: 04/24/2025
Type of Action Requested	Subject
☐ Resolution ☐ Ordinance ☐ Formal Action/Motion ☐ Public Hearing ☒ Other Municipal	Request to approve the submittal of and acceptance upon award of Kentucky Fire Commission Training Facility Grant

RECOMMENDATION:

The Fire Department requests approval of the submittal and acceptance upon award of the Kentucky Fire Commission Training Facility Grant in the amount of \$30,000 for a Search and Rescue training prop for the training tower facility.

DISCUSSION:

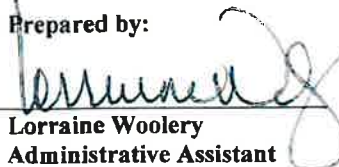
FISCAL IMPACT:

There is no match for the grant.

Reviewed by
Finance Director: _____

Reviewed by
Legal: _____

ALTERNATIVES:

Prepared by:

Lorraine Woolery
Administrative Assistant

Recommended by:

Steven Alley
Fire Chief

Approved by:

Tony D. Grubb
City Manager

skip to main content [#main-content]

 Kentucky Community and Technical College System Logo

FY2026 Training Facility Grant Application Period - Now Open

Training Facility Grant applications for Fiscal Year 2026 will be accepted between April 1st through April 30th, 2025.

The Training Facility Grant webform application can be found on KyFIRES through the following steps:

1. Log into KyFIRES (<https://kyfires.acadisonline.com/acadisviewer/login.aspx>)
[<https://kyfires.acadisonline.com/acadisviewer/login.aspx>])
2. Hover of Webforms and Resources on the left menu bar
3. Select Webforms
4. Click on FY2026 Training Facility Grant Application

DEADLINE FOR SUBMISSION – April 30th, 2025. No applications will be accepted after this deadline.

Information about eligibility to apply and receive grant funding is located under KRS 95A.262. The Fire Commission and the Grant Committee will use the KRS 95A.262 guidelines to determine which applications will move forward for consideration and final award approval.

If we can be of assistance to you or if you have any questions regarding this process, please contact Bonita Oldham at 859-256-3616 or firegrants@kctcs.edu [<mailto:firegrants@kctcs.edu?subject=>] .

Kentucky Fire Commission 110 Cleveland Drive Paris, KY 40361 (800) 782-6823

Email kyfirecommission@kctcs.edu [<mailto:kyfirecommission@kctcs.edu>]

KCTCS is an equal educational and employment opportunity institution

[http://kyfirecommission.kctcs.edu/About/Privacy_and_Terms] .

MUNICIPAL ORDER NO. _____, 2025

A MUNICIPAL ORDER OF THE CITY OF ASHLAND, KENTUCKY, AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE COMMONWEALTH OF KENTUCKY ENERGY AND ENVIRONMENT CABINET, DIVISION OF ABANDONED MINE LANDS, 2025 ECONOMIC REVITALIZATION (AMLER) PROGRAM TO GOVERN THE CONSTRUCTION OF THE ASHLAND CONVENTION CENTER ABANDONED MINE LAND ECONOMIC REVITALIZATION (AMLER) PROJECT; AND AUTHORIZING AND DIRECTING CHUCK D. CHARLES, MAYOR, TO EXECUTE ON BEHALF OF THE CITY OF ASHLAND ANY AND ALL DOCUMENTS ASSOCIATED WITH THE GRANT.

* * * * *

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Chuck D. Charles, Mayor of the City of Ashland, Kentucky, is hereby authorized and directed to execute and submit a grant application to the Commonwealth of Kentucky Energy and Environment Cabinet, Division of Abandoned Mine Lands, Economic Revitalization (AMLER) Program regarding the construction of the Ashland Convention Center Abandoned Mine Land Economic Revitalization (AMLER) Project. A true copy of said application is attached hereto and made a part hereof by reference.

SECTION 2. That Chuck D. Charles, Mayor, is hereby authorized and directed to execute any and all other documents relating to said grant.

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED
ON ONE READING, this the 24th day of April, 2025.

MAYOR

ATTEST:

CITY CLERK

REQUESTED/SPONSORED BY: TONY GRUBB, CITY MANAGER
/Municipalorder.grant.conventioncenterconstruction.amler

Kentucky Division of Abandoned Mine Lands
Economic Revitalization (AMLER) Program
2025 Application

Application Instructions

- Be sure to READ all notes and instructions on this application form.
- Complete all areas of the form. Incomplete applications will NOT be accepted. Enter "N/A" for any sections that are not applicable.
- "See attached," or a similar response, is not acceptable and will be considered incomplete.
- The deadline for submissions is **Close of Business May 12, 2025.**
- Sections allowing supporting documents include Project Description, Project Benefits, Property Purchase/Usage Details, and AML Nexus. Guidance on supporting documents can be found in Section 23: Submission Instructions.
- Any questions about the application process, or requests for assistance in completion of the form, should be referred to Ian Rison (ian.Rison@ky.gov) or Hannah Radosevich (Hannah.Radosevich@ky.gov).
- This application, and all material related to the project, are subject to applicable Open Record Laws.

Grant Notes

- For information regarding AMLER, FAQs, Program Terms, previously awarded grants, and links to Area Development Districts, Model Procurement, Real Property Purchase Guidelines visit eec.ky.gov/aml
- A "Nexus," or connection to historic mining (mining having concluded prior to May 18, 1982), is required for grant eligibility. Known eligible abandoned mine lands are identified on eAMLIS (<https://amlis.osmre.gov/>).
- Matching funds are not required, but are considered.
- The Division is particularly seeking to select submissions that will be sustainable after AMLER funds are expended and include immediate benefits to economic growth.
- AMLER grant-funded projects are now subject to the [Build America, Buy America \(BABA\) Act](#) that was enacted as part of the Bipartisan Infrastructure Law in 2021.
- The AMLER program is funded annually from appropriations in the federal budget. KY-AML is accepting AMLER applications for the 2025 calendar year in anticipation of additional grant funds being awarded to the state of Kentucky.

Kentucky Division of Abandoned Mine Lands

Economic Revitalization (AMLER) Program

2025 Application

Section 1: General Information

Project Title	
Total Funding Requested (\$10,000 Increments)	\$ 0 (Total from Section 10 Budget Summary will auto populate)
Location - County	

It is important to provide an accurate physical address and GPS coordinates. Use decimal degrees for the GPS format. Please double check the GPS and physical address listed below by entering them into Google Maps to confirm the location.

Location - Address			
GPS Coordinates – Please use decimal degree format. https://www.fcc.gov/media/radio/dms-decimal	Latitude:	Longitude:	

Section 2: Applicant Information

This is the person or entity seeking AMLER funds and may be different from the project manager. **This will be the person or entity AML will contact for clarifications, additional information requests, potential meetings, and determination notification. Please ensure email is accurate, monitored, and responsive.**

Name			
Agency (If not applicable enter N/A)			
Agency Type	Choose an item.	Agency type if “other”:	
Telephone			
Email Address			
Mailing Address			
Anticipated partnering entities			

Section 3: Project Manager/Grant Administrator

If funded, Project Managers and Grant Administrators are responsible for the reporting requirements and the management of projects and funds. *If same as above applicant, enter “Applicant”.*

Agency	
Contact Person	
Telephone	
Email Address	
Mailing Address	

Section 4: Project Goal

What is the main overall mission or intended achievement? (check only one)

- ☐ Industrial
- ☐ Infrastructure
- ☐ Community wellness (i.e. Emergency Services, Medical Centers)

2025 Application

Section 10: Budget Summary

Provide a general breakdown of your anticipated expenses. Itemize as much as possible. As an example, one Category might be "Engineering Services" with Projected Items including "Design, Inspection Services, Code Certification, etc." and a Projected Item Cost of "\$50,000.00". Please round item costs so that the total requested is in increments of \$10,000.00.

AMLR Grant Request			
#	Category	Projected Items	Projected Item Cost
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Total AMLER Funding Requested ->			\$0

- Will the project be equipment purchases only? **Choose an item.**

Will professional services be included as part of this project? If so, be sure they are reflected in the above budget summary. If you are unsure, include them.

- ☐ Administrative Services
- ☐ Architectural
- ☐ Engineering
- ☐ Inspection

Section 11: Property Purchase/Usage Details

If the applicant does not own the property (land or buildings/structures) necessary to implement the proposed project, explain current ownership of the required property and how ownership/usage rights will be obtained to allow the project

2025 Application

Section 15: AML Reclamation

If your project intends to reclaim any abandoned mine land features (landslides, highwalls, open mine portals, etc.), provide details about that effort.

Section 16: AML Nexus

To be eligible, the project site must have a nexus with historic mining. You may consult <https://amlis.osmre.gov/> as a resource. *Additional documents may be attached in support of this section.*

Mining History Is the project location on an historic abandoned mine site? (If known) **Choose an item.**

Historic Mining Community Does it impact an historic mining community? Describe these connections.

Section 17: Permitted Mining Consideration

AMLER funding is NOT allowed on any currently-permitted, for coal mining, lands.

Does any area of your project proposal fall within a current permit? **Choose an item.**

Section 18: Vetting Information

All selected applications will later be vetted for conceptual approval of the project. Complete the following sections to facilitate that process, answering all questions. If the question does not apply to this application, complete with "N/A".

Do NOT leave any section blank.

Applicant's Federal System of Awards Management Cage Code (SAM) Number	
Applicant's Unique Entity ID (UEI) Number	
Applicant's Federal Tax ID Number	

Section 19: Related Federally Funded Projects

If there are, other federally funded projects, directly or indirectly related to this proposal, provide details about those projects/efforts below. If none, enter N/A.

Section 20: Other Funds

Complete this section to identify all secured or anticipated funding sources for the projects. In the Status of Funding column, note if the funds are Approved, Pending or Under Negotiation.

Entity/Other funding

2025 Application

Section 23: Submission Instructions:

Send the following by email to Ian.Rison@ky.gov and Hannah.Radosevich@ky.gov:

1. **Completed Application.** **Please submit in PDF format** and include the project name in the file title. Handwritten copies will NOT be accepted.
2. **Location Verification/Maps.** Please submit at least one geographic map of the site location. This map must be in an image file format (JPG, GIF, TIF, or PNG). The map must include:
 - Clearly marked site location
 - GPS Coordinates in decimal degree format. (Conversion: <https://www.fcc.gov/media/radio/dms-decimal>)
 - Outline of the project boundary
 - Any other necessary descriptive information
3. **Supporting Documents.** Label and title any supporting documents with the name of the application and section to which they relate. For example: *Coal Site Development Grant Proposal – Section 11: Property Purchase Assessment*.
 - Attachments may be in any format but may NOT exceed the 8MB file size limit.
 - Examples of supporting documents may include:
 - Letters of Intent
 - Letters of Support
 - Project Plans/Details
 - Brochures/Pamphlets
 - Media coverage articles
 - Equipment specifications
 - Visual examples of similar projects
 - Professional project proposals
 - Property agreements
 - Any documentation establishing a nexus to historic mining.

Thanks for your interest and time.

Be sure to review the application, ensuring you have completed all sections, leaving nothing blank.

Within 24 hours of submission of your application, you should receive a confirmation email.

If you do not, please contact Ian.Rison@ky.gov or Hannah.Radosevich@ky.gov.