

City of Alvin, Texas

Gabe Adame, Mayor

Keko Moore, Mayor Pro-tem, At-Lg P1
Joel Castro, At-Lg P2
Martin Vela, District A
Chris Vaughn, District B



Richard Garivey, District C
Glenn Starkey, District D
Meagan DeKeyzer, District E

Alvin City Council Agenda

Thursday, March 6, 2025

7:00 PM

(Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on Thursday, **MARCH 6, 2025**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATION

A. Proclamation Youth Art Month.

4. PUBLIC COMMENT

5. CONSENT AGENDA

A. Consider approval of the February 20, 2025, City Council meeting minutes.

B. Consider Resolution 25-R-06 of the City Council of the City of Alvin, authorizing members of the governing body to volunteer for organizations that protect the health, safety, or welfare of the municipality in accordance with Texas Local Government Code Section 21.003; and setting forth other provisions related thereto.

C. Consider a bid award (B-25-01) to Univar Solutions as the vendor for providing Sodium Bisulfite for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$20,000 per year; and authorize the City Manager to sign the agreement upon legal review.

D. Consider a bid award (B-25-02) to Brenntag Southwest, Inc., as the vendor for providing Sodium Hypochlorite for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$110,000 per year; and authorize the City Manager to sign the agreement upon legal review.

E. Consider a bid award (B-25-03) to Hawkins Inc., as the vendor for providing Polyphosphate for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$30,000 per year; and authorize the City Manager to sign the agreement upon legal review.

- F. Consider an award of bid (B-25-05) to TAP Industrial Services Inc., for the 2025-2026 Concrete Repair Program, in an amount not to exceed the FY-25 budgeted amount of \$350,000 for a term of one (1) year with an option to renew for one (1) year with the same terms and conditions; and authorize the City Manager to sign the contract upon legal review.
- G. Consider Ordinance 25-E, amending Chapter 12 - Health and Sanitation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of adding Section 12-11, Removal of Dead or Diseased Trees; and amending Chapter 15 - Offenses and Miscellaneous Provisions, Article IX. - Tree Preservation, for the purpose of amending Section 15-115, Tree Fund; providing for publication; providing for severability; and setting forth other provisions related thereto.

6. OTHER BUSINESS

- A. Discuss and consider a request from Brazoria County to waive impact fees in the amount of \$59,483.00 for the construction of the new Brazoria County Annex Building on Victory Lane.
- B. Discuss and consider a request from Brazoria County to waive the requirements outlined in Section IV – Street Paving Design of the City of Alvin Design Criteria Manual, specifically Section H – Requirements for Curbs and Sidewalks, which mandates that sidewalks be installed along all street frontages within the City of Alvin, in relation to the construction of the new Brazoria County Annex building on Victory Lane.
- C. Consider Ordinance 25-F of the City Council of the City of Alvin, Texas, amending Ordinance 24-Z, passed and approved September 5, 2024, same being an ordinance approving and adopting the City of Alvin's Budget for Fiscal Year 2024-25, by approving a budget amendment to the original 2024-25 budget; providing for supplemental appropriation and/or transfer of funds for the purpose of amending the budget of the General Fund by \$55,000 to fund the hiring of an Assistant City Attorney for the legal department; providing for severability; and providing for other matters related thereto.
- D. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

7. REPORTS FROM THE CITY MANAGER

- A. Items of Community Interest and/or review preliminary list of items for next Council meeting.

8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

9. EXECUTIVE SESSION

- A. Section 551.87 (1) of the Local Government Code provides as follows: Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations.

10. RECONVENE TO OPEN SESSION

- A. Consider a Chapter 380 Agreement with Schneider Investment Group, Inc. for the commercial property located at 1741 Highway 35, Alvin, Texas.

11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY March 3, 2025, at 5:00 p.m.**



/s/ Dixie Roberts
Dixie Roberts, City Secretary

Removal Date: _____

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**



Office of the Mayor, City of Alvin, Texas

Proclamation

- WHEREAS,** YOUTH ART MONTH encourages support for quality school art programs and recognizing the valuable contributions of art educators and students, and this year is themed “Healing Through Color”; and
- WHEREAS,** Art education develops students’ creative problem-solving and critical thinking abilities and teaches sensitivity to beauty, order, and other expressive qualities; and
- WHEREAS,** The visual arts experience reinforces and brings to life what students learn in other subjects and interrelates that content into art production, art history, art criticism and aesthetics; and
- WHEREAS,** The City of Alvin recognizes the importance of art education in schools and the role it plays in nurturing creativity, academic achievement, and personal development among young people.

NOW, THEREFORE, I, Mayor Gabe Adame, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby proclaim March 2025, as

Youth Art Month

in the City of Alvin encourage all residents to recognize and support the artistic endeavors of our youth, as well as the educators and organizations dedicated to fostering creative expression in our community.

WITNESS my hand and seal this
6th day of March 2025.

Gabe Adame, Mayor

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, FEBRUARY 20, 2025
7:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Keko Moore; Council members: Martin Vela, Chris Vaughn, Glenn Starkey, Richard Garivey and Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Dixie Roberts, Assistant City manager/City Secretary gave the invocation. Council member Garivey led the Pledge of Allegiance to the American Flag and to the Texas Flag.

PRESENTATION

Proclamation honoring the Alvin High School Jacketeers' Nationals Victory.

Mayor Adame proclaimed February 20th, 2025, as Alvin High School Jacketeer Day and formally issued the proclamation to members of the AHS Drill Team and coaches in attendance.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider approval of the February 6, 2025, City Council meeting minutes.

Acknowledge receipt of the 2024 Racial Profiling Report submitted annually to the Texas Commission on Law Enforcement (TCOLE) and the Alvin City Council as required by Article 2.134 of the Texas Code of Criminal Procedure.

Article 2.134 of the Texas Code of Criminal Procedure requires that no later than March 1st of each year, law enforcement agencies submit a report containing the previous year's incident-based data to the Texas Commission on Law Enforcement (TCOLE) and to the governing body of that agency's city or county. The 2024 report includes data on: gender, race or ethnicity, if race was known prior to the stop, reason for the stop, street address or approximate location of the stop, if a search was conducted, the reason for the search, if contraband was discovered, description of contraband, result of the stop (verbal warning, written warning, citation, arrest and if use of force resulting in bodily injury occurred), if an arrest occurred whether it was a penal law, traffic law, city ordinance or warrant. A comparison of demographic data collected with the latest demographic data estimate of the City of Alvin (census.gov), <https://www.census.gov/quickfacts/alvincitytexas>, was completed and submitted to TCOLE as well as the required data on traffic stops for the year. The actual demographic makeup of the city is considered to be outside this data set as no data set indicates that work, shopping or travel demographics within the city were included. The 2024 racial profiling report is believed to be representative of our population in general and does not indicate racial profiling bias. There were no complaints involving racial profiling made to the Alvin Police Department in 2024.

Acknowledge receipt of the Parks and Recreation Board's five-year list of recommended park improvement projects.

The City Charter requires the Parks and Recreation Board to make recommendations to the City Council for improvement and betterment of public parks and recreational facilities by March 1st of each year. At the regular Park Board meeting on February 4,

2025, the Board recommended and unanimously approved a five-year forecasted list of park improvements. The park improvement projects will remain part of the City's comprehensive Capital Improvement Project list, reviewed by the Planning Commission and presented again to City Council. The five-year park improvement projects list is a planning document. City staff recognizes that funding may not be available to fund all projects listed.

Acknowledge receipt of the updated Branch Meeting Area Policy, as adopted by the Brazoria County Commissioners Court and the Alvin Library Board.

On January 14, 2025, the Brazoria County Commissioners Court unanimously approved the updated Meeting Room Policy for all Brazoria County libraries. The Alvin Branch librarian has requested that this revised policy be presented to the Alvin City Council for consideration. As a partner with the Brazoria County Library System, the Alvin Branch is seeking the Council's approval of the updated policy. The policy was reviewed and approved by the Alvin Library Board on Thursday, February 6, 2025.

This updated policy:

- Establishes guidelines for the use of meeting areas within branch libraries.
- Prioritizes library-related functions while allowing public access for educational, civic, and cultural programs.
- Defines reservation procedures, including advance booking requirements and priority usage.
- Specifies prohibited activities to ensure appropriate use of library spaces.
- Clarifies user responsibilities, including setup, cleanup, and adherence to library policies.

Approval of this policy will help maintain a structured and equitable system for meeting area reservations while preserving the library's mission and resources.

Council member Moore moved to approve the consent agenda as presented. Seconded by Council member Garivey; motion carried with all members present voting Aye.

OTHER BUSINESS

Consider a proposal from Elite Demolition and Abatement, LLC., in an amount of \$101,185, for the demolition of the dangerous building located at 416 N. Shirley Street.

In January 2025, Engineering Department Staff requested quotes for the demolition of the dangerous building located at 416 N. Shirley Street. The following three quotes were received from experienced demolition contractors:

1. Elite Demolition and Abatement, LLC. - \$101,185
2. Grant Mackay Abatement Co. - \$118,750
3. J.T.B. Services, Inc. - \$205,935

The condition of the building at 416 N. Shirley Street was brought before the Building Board of Adjustments and Appeals (BBOAA) on September 30, 2024, November 11, 2024, and December 9, 2024. The minutes of those meetings are attached for reference. At the meeting on December 9, 2024, the BBOAA gave the property owner 45 days to secure a demolition contractor and obtain a Demolition Permit from the City, and an additional 30 days to complete the demolition of the building. The Board stated that if the Property Owner did not comply with the timeframes, then City Staff should proceed with the demolition of the structure.

The proposal from Elite Demolition and Abatement, LLC. includes complete demolition, asbestos abatement, removal, and disposal of the building including the foundation. The demolition will be funded from General Fund Balance reserves, with a lien to be placed on the property to recover costs. Staff recommends approval of the proposal.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

Council member Starkey moved to approve a proposal from Elite Demolition and Abatement, LLC., in an amount of \$101,185, for the demolition of the dangerous building located at 416 N. Shirley Street. Seconded by Council member Vela; motion carried with all members present voting Aye.

Consider Resolution 25-R-05, ratifying the City Manager's appointment of Glen Dingley to the City of Alvin Civil Service Commission Place Two (2), for a three (3) year term, to expire December 31, 2028; and setting forth other provisions related thereto.

Civil Service for Police Officers was voted in by the citizens of Alvin on November 3, 2020. Chapter 143 of the Texas Local Government Code establishes the legislation and requirements for Civil Service under which our police department operates. Section 143.006 establishes the requirement for a Civil Service Commission, consisting of three (3) members appointed by the municipality's chief executive officer, and confirmed by the governing body of the municipality. The Commission's duties are also established by

Chapter 143. Unlike other City boards and commissions, the Civil Service Commission is not an advisory body and makes no policy recommendations to the City Council. The Commission has the responsibility to adopt, publish, and enforce Chapter 143 rules pertaining to:

- 1. Examinations for entry level and promotional eligibility;*
- 2. Procedures for appointment and certification;*
- 3. Proper conduct of appeals of testing and examination scoring;*
- 4. Prescribed cause(s) for the removal or suspension of a civil service employee;*
- 5. Procedures for hearing appeals concerning indefinite suspensions, suspensions, promotional bypasses or recommended involuntary demotions; and*
- 6. Other such matters reasonably related to the selection, promotion, and discipline of civil service employees, which includes only sworn police personnel.*

Per Section 143.006, the Commission members serve staggered three-year terms with the term of one member expiring each year.

Persons appointed to the Commission must be:

- of good moral character;*
- be a United States Citizen;*
- be a resident of the municipality and have resided in the municipality for more than three (3) years;*
- be over the age of 25 years; and*
- not have held public office within the preceding three (3) years.*

On February 6, 2025, City Council accepted the resignation of Michelle Vela, Place 2, resulting in a vacancy on the Commission. The City received two applications from interested candidates: Glen Dingley and Timothy Frisbee. After conferring with Police Chief Robert Lee, it is my recommendation to appoint Glen Dingley to serve a three (3) year term on the Civil Service Commission. Mr. Dingley has been a resident of Alvin for 34 years; and has served as an Alvin Citizen Patrol volunteer for 6 years and chaplain for the Alvin Police Department for 2 years. Staff recommends the approval of Resolution 25-R-05.

Junru Roland, City Manager, presented this item before City Council with explanation. Mr. Dingley was present in the audience.

Council member Garivey moved to approve Resolution 25-R-05 ratifying the City Manager's appointment of Glen Dingley to the City of Alvin Civil Service Commission Place Two (2), for a three (3) year term, to expire December 31, 2028; and setting forth other provisions related thereto. Seconded by Council member Vela; motion carried with all members present voting Aye.

Consider appointment to the Planning Commission to fill the unexpired term of Santos Garza through December 31, 2025.

With Mr. Garza's resignation, the Planning Commission now has six (6) members. According to the Alvin Code of Ordinances, the Planning Commission is required to have (7) members. Current members on the Planning Commission are: Abrin Brooks, Ashley Davis, Jason Jones, Scott Loy, Clennon Mitchell, and Samuel Washington. Staff reviewed the notes from the Board and Commission interviews held in December 2024. Despite listing the Planning Commission as their first choice of service, some of the individuals below were appointed to their subsequent choices due to the lack of vacancies on the Planning Commission at that time, and some were not appointed to any board or commission.

- **Quenton Bernhardt***
- **Larry Davidson** (newly appointed to TIRZ 1)*
- **Jeffrey Foley** (newly appointed to Civil Service Commission)*
- **Monica Logsdon***
- **Adam Arendell***

All listed applicants were contacted, and each has confirmed their desire to be considered for appointment on the Planning Commission.

Dixie Roberts, Assistant City Manager/City Secretary, presented this item before City Council with explanation.

Council member Garivey moved to appoint Adam Arendell to the Planning Commission to fill the unexpired

term of Santos Garza through December 31, 2025. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

No items were requested by any Council members to be placed on the upcoming agenda.

REPORTS FROM THE CITY MANAGER

Items of Community Interest and/or review preliminary list of items for next Council meeting.

Mr. Junru Roland announced items of community interest.

ITEMS OF COMMUNITY INTEREST

Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

Council Members Vaughn and Starkey expressed their condolences on the recent passing of Mrs. Dewitt.

Mayor Adame announced the Alvin Noon Lions Club Casino Night Fundraiser on Friday, February 21, 2025, at Alvin Community College.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:18 p.m.

PASSED and APPROVED the 6th of March 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 3/6/2025

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider Resolution 25-R-06 of the City Council of the City of Alvin, authorizing members of the governing body to volunteer for organizations that protect the health, safety, or welfare of the municipality in accordance with Texas Local Government Code Section 21.003; and setting forth other provisions related thereto.

Type of Item: Resolution

Summary: The proposed resolution authorizes members of the Alvin City Council to serve as volunteers for organizations that protect the health, safety, or welfare of the municipality, in accordance with Texas Local Government Code Section 21.003. While this Resolution permits council members to engage in such volunteer service, they may be required to recuse themselves from discussions or votes on matters related to the organization with which they volunteer, in accordance with applicable ethical and legal considerations.

Section 21.003 of the Texas Local Government Code provides:

"MEMBERS OF MUNICIPAL GOVERNING BODIES MAY VOLUNTEER. A member of the governing body of a municipality may serve as a volunteer for an organization that protects the health, safety, or welfare of the municipality, regardless of whether the organization is funded or supported in whole or part by the municipality if the governing body adopts a resolution allowing members of the governing body to perform service of that nature."

Staff recommends approval of Resolution 25-R-06.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 2/26/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Res 25-R-06; Volunteering City Council members
-

Recommendation: Move to approve Resolution 25-R-06, authorizing members of the governing body to volunteer for organizations that protect the health, safety, or welfare of the municipality in accordance with Texas Local Government Code Section 21.003 and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: ☐
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐
Reviewed by City Manager, if applicable: ☒

RESOLUTION 25-R-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING MEMBERS OF THE GOVERNING BODY TO VOLUNTEER FOR ORGANIZATIONS THAT PROTECT THE HEALTH, SAFETY, OR WELFARE OF THE MUNICIPALITY IN ACCORDANCE WITH SECTION 21.003 OF THE TEXAS LOCAL GOVERNMENT CODE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin, Texas, recognizes the dedication and commitment of its elected officials to the well-being of the community; and

WHEREAS, Section 21.003 of the Texas Local Government Code provides that a member of the governing body of a municipality may serve as a volunteer for an organization that protects the health, safety, or welfare of the municipality, regardless of whether the organization is funded or supported in whole or part by the municipality, if the governing body adopts a resolution allowing such service; and

WHEREAS, the City Council of Alvin acknowledges the value and importance of civic engagement and voluntary service by its members to support public health, safety, and welfare initiatives within the community; and

WHEREAS, the City Council finds it in the best interest of the City of Alvin to formally authorize its members to volunteer for such organizations while ensuring transparency and adherence to all applicable ethical and legal standards;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. Findings.

(a) That members of the City Council of Alvin, Texas, are hereby authorized to serve as volunteers for organizations that protect the health, safety, or welfare of the municipality, regardless of whether the organization is funded or supported in whole or part by the City of Alvin.

(b) That such volunteer service shall be conducted in accordance with all applicable laws, regulations, and ethical guidelines, ensuring no conflict of interest with official duties.

Section 2. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given,

all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on the 6th day of March 2025.

CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 3/6/2025

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider a bid award (B-25-01) to Univar Solutions as the vendor for providing Sodium Bisulfite for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$20,000 per year; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Action Item

Summary: Sodium Bisulfite is used at the Wastewater Treatment Plant following chlorine disinfection prior to discharging the effluent to the receiving water to process and treat the wastewater.

On February 18, 2025, bids were opened, and Univar Solutions was the lowest qualified bidder for Sodium Bisulfite at \$2.69 per gallon. Staff recommends approval of this bid.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 211-6003-00-2425 **Amount:** \$20,000

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 2/27/2025 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 3/3/25

Supporting documents attached:

1. B-25-01; Sodium Bisulfite Bid Tab
 2. B-25-01; Sodium Bisulfite; Univar Solutions Bid
-

Recommendation: Move to award bid (B-25-01) to Univar Solutions as the vendor for providing Sodium Bisulfite for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$20,000 per year; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

**CITY OF ALVIN BID TABULATION
SODIUM BISULFITE
B-25-01**

<i>2/18/2025</i>	<i>BIDDER'S NAME</i>	<i>Purify</i>	<i>Hawkins</i>	<i>Pencco</i>	<i>Univar</i>
<i>BID PRICE</i>		<i>\$2.78/gallon</i>	<i>\$2.75/gallon</i>	<i>NO BID</i>	<i>\$2.69/gallon</i>
<i>DELIVERY TIME</i>		<i>48 hrs</i>	<i>48 hrs</i>	<i>--</i>	<i>3-5 Business days</i>

Univar Solutions USA LLC
8201 S. 212th
Kent, WA 98032-1994
USA

T 206-653-5075
www.univarsolutions.com



February 11, 2025

City of Alvin
Attn: Dixie Roberts, City Secretary
216 West Sealy Street
Alvin TX 77511

ORIGINAL

RE: Sodium Bisulfite B-25-01

Dear Miss Dixie Roberts,

Univar is pleased to offer a price quote on your Bid due Tuesday, February 18, 2025 at 2:00 P.M., and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request – we have included a self-addressed, stamped envelope for the bid tabulations.

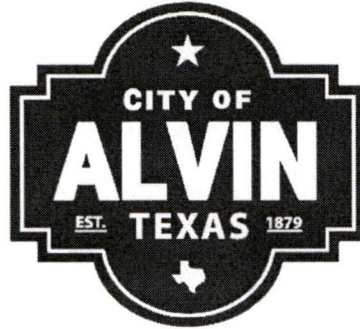
Thank you,

Raise Holiday

Sr. Municipal Bid Specialist
Central Region
Univar Solutions USA LLC
Muniteam-east@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. If Univar's 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.



Request for Bid

Bid # B-25-01

Sodium Bisulfite

City of Alvin, Texas

216 West Sealy Street
Alvin, Texas 77511
citysecretary@cityofalvin.com



**City of Alvin
REQUEST FOR BID (B-25-01)
SODIUM BISULFITE**

The City of Alvin is accepting sealed competitive bids for an annual agreement for Wastewater Treatment Chemical for Liquid Sodium Bisulfite.

Sealed proposals clearly labeled "Sodium Bisulfite" will be received until Tuesday, February 18, 2025, at 2:00 p.m. at the Alvin City Hall, Attn: Dixie Roberts, City Secretary, 216 West Sealy, Alvin, Texas. The Bid document may be downloaded on the City of Alvin website at www.alvin-tx.gov – City Government – Bidding Opportunities. Questions should be directed to citysecretary@cityofalvin.com.

Responses must be received by the City Secretary of the City of Alvin no later than 2:00 p.m. on Tuesday, February 18, 2025. Proposals received after the deadline will not be opened and will be considered void and unacceptable.

(s) Dixie Roberts, City Secretary

Advertisements:

- February 2, 2025
- February 9, 2025

INSTRUCTION TO BIDDERS

1. BIDS, PREPARATION AND SUBMITTAL

Bids will be submitted upon the standard bid form without modification or provisions except those required, and each proposal submitted must be completely filled out AND marked: **Bid # B-25-01 SODIUM BISULFITE** to be opened publicly and read aloud at the City Council Chambers, Alvin City Hall, 2nd floor, 216 West Sealy, Alvin, Texas 77511.

Bids must be completed and submitted in TRIPLICATE. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm agreement.

All figures must be written in ink or typewriter. Figures written in pencil or erasures are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal. Bids cannot be altered or amended after submission deadline.

The Advertisement to Bidders, Instructions to Bidders, Specification and Compliance, Addenda (if any), and Bid Form contained herein are considered as part of bid and take precedent over the Standard Form Agreement.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to call conditions and matters which can in any way affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should be in doubt as to their meaning and intent he should notify the City of Alvin at once and obtain clarification prior to submitting bid.

The submission of a bid by Bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to character, quality and quantity of work to be performed and materials to be furnished.

3. DELIVERY OF BIDS

Bids received prior to the time of opening will be kept securely unopened. Bids received after 2:00pm of the opening date, are considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed or identified. Oral, faxed, or emailed bids will not be considered.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or emailed requests dispatched by the bidder in a time for delivery in the normal course of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid has been opened.

5. IRREGULAR BIDS

Bids will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. The City of Alvin reserves the right to waive any irregularities and make the award in its best interest.

6. DISQUALIFIED BIDS

Bidders may be disqualified, and their proposal not considered for any of the following specific reasons:

- a. Reason for believing collusion exists between the bidders.
- b. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- c. The bidder being interested in any litigation against the City.
- d. The bidder being in arrears or default on any existing contract or having defaulted on a previous contract.
- e. Lack of competency as revealed by the financial state, experience and equipment, questionnaires, etc.
- f. Incomplete work which, in the judgement of the City, will prevent or hinder the prompt completion of additional work if awarded.
- g. Failure to acknowledge on the Bid Form receipt of an Addendum.

7. TAXES

The City is exempt from the State Limited Sales and Use Tax. The price must net exclusive of the above mentioned tax, and will be so construed.

8. BASIS OF AWARD

It is the intent of the City to award the agreement to the bidder submitting the lowest, responsible total bid, meeting all specifications and represents the most advantageous proposal to the City. The City reserves the right to extend any agreement when most advantageous to the City.

In determining the lowest responsible bid, the following elements shall be considered:

- a. The purchase price;
- b. The reputation of the bidder and the bidder's goods or services;
- c. The quality of the bidders goods and services;
- d. The extent to which the goods or services meet the City's needs;
- e. The bidder's past relationship with the City;
- f. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. The total long-term cost to the City to acquire the bidder's goods or services; and
- h. Any other criteria specifically listed in this request for bids.

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SCOPE OF WORK & SPECIFICATIONS

SODIUM BISULFITE (B-25-01)

1.00 DESCRIPTION

Appearance:	Clear pale yellow liquid
Odor:	Sulfur
PH:	3.5-5.0
Specific Gravity:	1.31-1.38
Solubility in Water:	Complete

1.01 SCOPE: Furnish the CITY OF ALVIN with a quality product that meets or exceeds field standards in sodium bisulfite production. Chemicals shall be a virgin product that is NSF approved. **NOT A BI-PRODUCT.**

1.02 REQUIREMENTS: 38-42% NaHSO₃ by weight to be delivered to the City's Wastewater Treatment Plant. The quantity ordered will be a minimum of 1,000 gallons per shipment to be distributed to the Wastewater Treatment Facility. The bid price shall be good for one year from the award date. The estimated amount of NaHSO₃ to be consumed for twelve-month period will be between forty thousand (40,000) and sixty thousand (60,000) gallons. The purchased chemical shall be delivered within forty-eight hours from the time the order is placed. The chemical shall be bid at a per gallon cost.

1.03 INSURANCE: Supplier shall furnish to the City, upon award of contract, a copy of their:

1. Comprehensive Vehicle Liability.
2. Workers Compensation and Employers Liability.

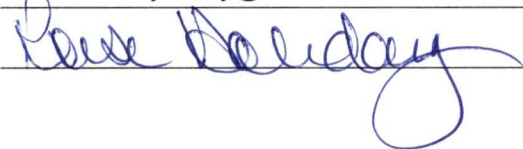
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BID SUMMARY
B-25-01 Sodium Bisulfite

PER GALLON BID PRICE:	\$2.69/gl
DELIVERY TIME:	3 - 5 business days

No additional charges of any kind will be allowed to be charged during the term of the contract if not noted in bid proposal. Any variations from detailed specifications must be noted. The City of Alvin reserves the right to increase and decrease the estimated quantities.

Special Note: Altered bids will not be accepted.

NAME: Roise Holiday
TITLE: Municipal Bid Specialist
COMPANY: Univar Solutions USA LLC
ADDRESS: 12720 E US Hwy 92 C427
Dover FI 33527
TELEPHONE: 206-653-5075
EMAIL: roise.holidayhenry@univarsolutions.com
SIGNATURE: 

Mail / Deliver bid to: City of Alvin
Attn: City Clerk
Labeled: (B-25-01 Sodium Bisulfite)
216 West Sealy
Alvin, Texas 77511



Proposal Cover Sheet
Due Date: Tuesday, February 18, 2025, by 2:00 p.m.

Univar Solutions USA LLC

Name of Firm/Company

Roise Holiday, Municipal Bid Specialist

Agent's Name (Please Print) Agent 's Title

12720 E US Hwy 92 C427, Dover FL 33527

Mailing Address City State Zip

206-653-5075

Telephone Number

roise.holidayhenry@univarsolutions.com

Email Address

Roise Holiday

Authorized Signature

2/11/2025

Date

Proposal Submission Checklist	
X	Proposal Cover Sheet
X	3 hardcopies of Request
X	Completed Public Information Act Form

Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of Alvin are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information should be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

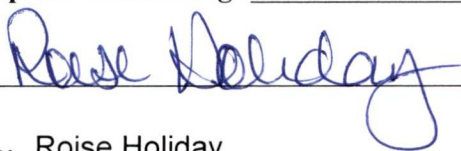
In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state: (Please check one):

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted contains confidential information, which is labeled, and which may be found on the following pages: n/a and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Univar Solutions USA LLC

Signature:  **Date:** 2/11/2025

Print Name: Roise Holiday **Print Title:** Municipal Bid Specialist

Standard Terms and Conditions

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Alvin Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <https://www.alvin-tx.gov/Bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. The City of Alvin is not responsible for lateness or non- delivery of mail, carrier, etc. The date/time stamp at the City Secretary's Office at City Hall, 216 West Sealy Street, Alvin, Texas, 77511 shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after the submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution).

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code).

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Brazoria County, Texas.

CONFLICT OF INTEREST: No public official shall have an interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Alvin. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents. Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Alvin, including affiliations and business and financial relationships such persons may have with City of Alvin officers. By doing business or seeking to do business with the City of Alvin, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

PURCHASE ORDER: City of Alvin may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City of Alvin will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of Alvin designated location) are to be included in the proposal price.

INVOICES: Invoices must be itemized, and purchase order number must be referenced on the original invoice. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the proposer for correction. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondents shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect City of Alvin from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Alvin reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Alvin may have in law or equity. Respondent, in submitting this proposal, agrees that City of Alvin shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this Bid Proposal or required by law to be given to the successful respondent by City of Alvin shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Alvin, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Alvin.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Alvin.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a Certificate of Interested Parties (Form 1295) at the time the signed contract is submitted to the City. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at: <https://www.ethics.state.tx.us/filinginfo/1295/>

Prohibition on Contracts with Companies Boycotting Israel: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel, and requiring contract terms that state that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Alvin from entering into a contract with the contractor. Below is a link to the list. <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Certain Entities: Beginning September 1, 2017, a municipality may not enter into a contract with a company that does business with Iran, Sudan, or known terrorist organizations, and contracts must contain language to that effect. The Texas Comptroller maintains a list of companies known to do business with Iran, Sudan or known terrorist organizations. Inclusion on this list will prevent the City of Alvin from entering into a contract with that vendor. Below is a link to the list. <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Companies Boycotting Oil Companies: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies who boycott oil companies and requiring contract terms that state that the vendor does not boycott oil companies and will not boycott oil companies during the term of the contract.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies that discriminate against firearms and ammunition industries and requiring contract terms that state that the vendor does not discriminate against firearms and ammunition industries and will not discriminate against ammunition industries during the term of the contract.

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CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO Interested Party. ☐			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year) _____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity. Univar Solutions USA LLC		
2 ☒ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. City of Alvin Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. n/a		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7  Signature of vendor doing business with the governmental entity		2/11/2025 Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



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 WITENESS WHEREOF, I have executed this Certificate of Secretary of the Company this 4th day of January 2024.

DocuSigned by:

Jumoke Onibokun

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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.

DocuSigned by:

Sanema Gorodetsky

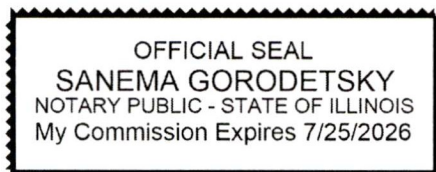
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Sanema Gorodetsky

Notary Public

My commission expires July 25, 2026

Seal



**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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 Lundin</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

MEMORANDUM OF INSURANCE					DATE OF ISSUE: 6/6/2024				
PRODUCER: Aon Risk Services Central, Inc. Two Logan Square 100 North 18 th Street Floor 16 Philadelphia, PA 19103 USA CONTACT: Mike Paulosky PHONE: (215) 255-1744			COMPANIES AFFORDING COVERAGE						
INSURED: UNIVAR SOLUTIONS USA LLC And All Subsidiaries and Affiliates 3075 Highland Parkway Suite 200 Downers Grove, IL			COMPANY LETTER	A	ACE American Insurance Company				
			COMPANY LETTER	B	Indemnity Insurance Company of North America				
			COMPANY LETTER	C	ACE Fire Underwriters Insurance Company				
			COMPANY LETTER	D	Illinois Union Insurance Company				
COVERAGES									
This memorandum verifies that the following coverages are in force: Commercial General Liability, Automobile Liability, Excess Liability, Workers' Compensation/Employers' Liability and Pollution Liability. This memorandum is furnished to you as a matter of information for your convenience. It is not intended to reflect all the terms and conditions or exclusions of such policies. This memorandum is not an insurance policy and does not amend, alter, or extend the coverage afforded by the listed policies. The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policies.									
CO LTR	TYPE OF INSURANCE ☒	POLICY NUMBER	EFF. DATE	EXP. DATE	LIMITS				
A	COMMERCIAL GENERAL LIABILITY	General Liability XSL G47311172	6/7/24	6/1/25	GENERAL AGGREGATE	\$ 3,000,000			
	☒ COM GEN LIABILITY				PRODUCTS-COMP/OP AGG	\$ 3,000,000			
	☐ CLAIMS MADE				PERSONAL & ADV INJURY	\$ 3,000,000			
	☒ OCCUR				EACH OCCURRENCE	\$ 3,000,000			
	☐ OWN & CONT PROT				DAMAGE TO RENTED PREMISES (Any One Premise)	\$ 300,000			
	☐				MED EXPENSE (Any one person)	\$ Excluded			
	☐								
A	AUTOMOBILE LIABILITY	Commercial Auto – PPTs: ISA H10704741	6/7/24	6/1/25					
	☒ ANY AUTO				COMBINED SINGLE LIMIT	\$ 5,000,000			
	☐ ALL OWNED AUTOS								
	☐ SCHEDULED AUTOS				Truckers Liability: MMT H10704856	6/7/24	6/1/25	BODILY INJURY (Per Person)	\$
	☐ HIRED AUTOS							BODILY INJURY (Per Accident)	\$
	☐ NON-OWNED AUTOS							PROPERTY DAMAGE	\$
	☐ GARAGE LIABILITY								
☐ SELF-INSURED									
☐ PHYSICAL DAMAGE									
D	EXCESS LIABILITY	Umbrella Liability XCE G27380566 011	6/7/24	6/1/25					
	☒ OCCUR				EACH OCCURRENCE	\$ 10,000,000			
	☐ CLAIMS MADE				AGGREGATE	\$ 10,000,000			
B A C	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	WLR C70303772 (AOS) WCU 70303735 (CA, WA, OH, OR) SCF C70303693 (WI)	6/7/24	6/1/25	WC - STATUTORY LIMITS	\$			
	E.L. EACH ACCIDENT				\$ 1,000,000				
	E.L. DISEASE-POLICY LIMIT				\$ 1,000,000				
	E.L. DISEASE-EACH EMPLOYEE				\$ 1,000,000				
D	Env Site Liability	PPL G71507944 002	6/1/22	6/1/25	EACH OCCURRENCE	\$ 10,000,000			
					AGGREGATE	\$ 16,000,000			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS									
Evidence of Coverage – Note that a \$2,000,000 SIR applies to the General Liability coverage evidenced above. Note that a \$1,000,000 SIR applies to the Env Site Liability (Pollution Liability).									

Univar Solutions USA Inc.
777 Brisbane St.
Houston, TX 77061

T 713-644-1601
F 713-644-9565



www.univarusolutions.com

GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 7:30 am – 4:30 pm (CST)

In case of an emergency during non-business hours:

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: 1-800-392-1757 Customer Service
Office Fax: (713) 644-9565

Customer Service -

custsolscentral@univarsolutions.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Roise Holiday
12720 US Hwy 92
Trl: 427
Dover, FL 33527
Muniteam-east@univarsolutions.com

Contacts:

Roise Holiday
Municipal Specialist
Phone: 206-653-5075
Roise.holidayhenry@univarsolutions.com

Shawnasey McCarthy
Municipal Commercial Manager
Phone: (253) 872-5052
Fax: (253) 872-5041
shawnasey.mccarthy@univarsolutions.com

Remittance Address:

Univar Solutions USA Inc.
62190 Collections Center Drive
Chicago, IL 60693-0621
Please include remit information – Invoice Number

Standard Payment Terms:

Net 30 days

Safety Data Sheet

SODIUM BISULFITE 38-42%

Version 1.10

Revision Date: 11/13/2023

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : SODIUM BISULFITE 38-42%

Recommended use of the chemical and restrictions on use

Recommended use : Industrial Chemical

Manufacturer or supplier's details

Company : Univar Solutions USA
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
 Skin corrosion : Category 1C
 Serious eye damage : Category 1
 Specific target organ toxicity - single exposure : Category 3 (Respiratory system)

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : H290 May be corrosive to metals.
 H302 Harmful if swallowed.
 H314 Causes severe skin burns and eye damage.
 H335 May cause respiratory irritation.

Precautionary statements : **Prevention:**
 P234 Keep only in original container.
 P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.
 P264 Wash skin thoroughly after handling.
 P270 Do not eat, drink or smoke when using this product.
 P271 Use only outdoors or in a well-ventilated area.

Safety Data Sheet

SODIUM BISULFITE 38-42%

Version 1.10

Revision Date: 11/13/2023

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 + P533 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.

P363 Wash contaminated clothing before reuse.

P390 Absorb spillage to prevent material damage.

Storage:

P403 + P233 Store in a well-ventilated place. Keep container tightly closed.

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
7631-90-5	Sodium bisulfite	30 - 50

Actual concentration is withheld as a trade secret

Any Concentration shown as a range is due to batch variation.

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 difficul-

Safety Data Sheet

SODIUM BISULFITE 38-42%

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	ty. 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.
If swallowed	: Take victim immediately to hospital. 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	: 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	: Carbon oxides Nitrogen oxides (NOx) sulfur oxides
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 containment and cleaning up	: Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).

Safety Data Sheet

SODIUM BISULFITE 38-42%

Version 1.10

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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 : Avoid formation of aerosol.
Do not breathe vapours/dust.
Avoid exposure - obtain special instructions before use.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
Provide sufficient air exchange and/or exhaust in work rooms.
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
7631-90-5	Sodium bisulfite	TWA	5 mg/m ³	ACGIH
		TWA	5 mg/m ³	NIOSH REL
		PEL	5 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.

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

Safety Data Sheet

SODIUM BISULFITE 38-42%

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Skin and body protection	:	Tightly fitting safety goggles
		Wear face-shield and protective suit for abnormal processing problems.
Hygiene measures	:	Impervious clothing
		Choose body protection according to the amount and concentration of the dangerous substance at the work place.
		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	:	clear, yellow
Odour	:	Sulfur dioxide odor
Odour Threshold	:	No data available
pH	:	3.0 - 5.0
Freezing Point (Melting point/freezing point)	:	5 - 7 °C (41 - 45 °F)
Boiling Point (Boiling point/boiling range)	:	104 °C (219 °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	:	1.31 - 1.38 @ 20 - 25 °C (68 - 77 °F) Reference substance: (water = 1)
Density	:	No data available
Solubility(ies)	:	
Water solubility	:	soluble
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	:	excessive heat
Incompatible materials	:	Barium

Safety Data Sheet**SODIUM BISULFITE 38-42%**

Version 1.10

Revision Date: 11/13/2023

	Lead
	magnesium
	mercury or mercury alloys
	Potassium
	Silver
	Strong acids
	Strong oxidizing agents
	Aluminium
Hazardous decomposition products	: Sulphur oxides
	Carbon oxides

SECTION 11. TOXICOLOGICAL INFORMATION**Acute toxicity****Components:****7631-90-5:**

Acute oral toxicity : LD50 (Rat): 1,700 mg/kg
Assessment: The component/mixture is moderately toxic after single ingestion.

Acute inhalation toxicity : Remarks: No data available

Acute dermal toxicity : LD50 (Rabbit): > 2,000 mg/kg

Skin corrosion/irritation**Components:****7631-90-5:**

Species: Rabbit
Result: No skin irritation

Serious eye damage/eye irritation**Components:****7631-90-5:**

Species: Rabbit
Result: No eye irritation

Germ cell mutagenicity**Components:****7631-90-5:**

Genotoxicity in vitro : Test Type: Ames test
Species: Salmonella typhimurium
Result: negative

Genotoxicity in vivo : Test Type: In vivo micronucleus test
Species: Mouse

Safety Data Sheet

SODIUM BISULFITE 38-42%

Version 1.10

Revision Date: 11/13/2023

Result: negative

Germ cell mutagenicity -
Assessment

: Tests on bacterial or mammalian cell cultures did not show mutagenic effects.

Carcinogenicity

Components:

7631-90-5:

Carcinogenicity - Assessment

: Carcinogenicity classification not possible from current data.

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.

Reproductive toxicity

Components:

7631-90-5:

Teratogenicity - Assessment

: No evidence of adverse effects on sexual function and fertility, or on development, based on animal experiments.

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

Components:

7631-90-5:

Toxicity to fish

: LC50 (Leuciscus idus (Golden orfe)): > 100 mg/l
Exposure time: 96 h

Toxicity to daphnia and other
aquatic invertebrates

: EC50 (Daphnia magna (Water flea)): 89 mg/l
Exposure time: 48 h

Toxicity to algae

: EC50 (Desmodesmus subspicatus (green algae)): 43.8 mg/l
Exposure time: 72 h

Acute aquatic toxicity- Assessment

: Harmful to aquatic life.

Chronic aquatic toxicity- Assessment

: Harmful to aquatic life with long lasting effects.

Safety Data Sheet**SODIUM BISULFITE 38-42%**

Version 1.10

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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 information : An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.
Harmful to aquatic life with long lasting effects.

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

Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION**DOT (Department of Transportation):**

UN2693, Bisulfites, aqueous solutions, n.o.s., 8, III

IATA (International Air Transport Association):

UN2693, BISULPHITES, AQUEOUS SOLUTION, N.O.S., (SODIUM BISULFITE) , 8, III

IMDG (International Maritime Dangerous Goods):

UN2693, BISULPHITES, AQUEOUS SOLUTION, N.O.S., (SODIUM BISULFITE), 8, III

Safety Data Sheet

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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 bisulfite	7631-90-5	5000	11363

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
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 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:

7631-90-5 Sodium bisulfite

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

7631-90-5 Sodium bisulfite

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

7631-90-5 Sodium bisulfite
7757-82-6 Sodium sulphate

Pennsylvania Right To Know

7732-18-5 Water
7631-90-5 Sodium bisulfite
7757-82-6 Sodium sulphate

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.

Safety Data Sheet

SODIUM BISULFITE 38-42%

Version 1.10

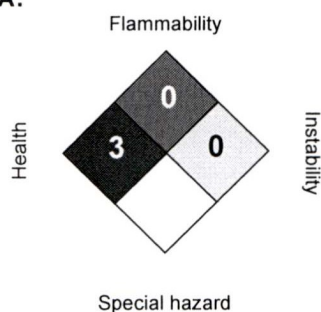
Revision Date: 11/13/2023

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	: Not 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	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 : 11/13/2023

Legacy SDS: : 100000039158

Material number:

16212075, 16212073, 16212074, 16209740, 16209665, 16188835, 16182885, 16169588, 16169431, 16169874, 16174725, 16168692, 16169503, 16168771, 16178394, 16177763,

Safety Data Sheet

SODIUM BISULFITE 38-42%

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Revision Date: 11/13/2023

16176488, 16180412, 16173527, 16171247, 16152616, 16161345, 16158625, 16160028, 16153923, 16150080, 16155598, 16153889, 16141391, 16142787, 16153532, 16142748, 16135286, 16138245, 16138094, 16160213, 16158189, 16144938, 16142598, 16141906, 16141752, 16141724, 16141663, 16141298, 16140179, 16136870, 16135289, 506934, 71274, 16179260, 16173000, 16156115, 16153683, 16153705, 16153659, 16158373, 16154308, 16154408, 16153858, 16153751, 16156803, 16156802, 16156929, 16161388, 16154559, 16156451, 16154337, 16163644, 16140307, 16143734, 16153373, 16157287, 16153082, 16152814, 16154338, 16140952

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
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%		

C of A Scanning Cover Sheet

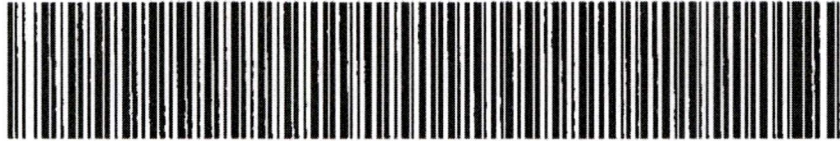
Created On Date: 11/16/2020

Plant: 0894 ST LOUIS SEEGER IND. DR PLANT

Material: 16141663 SOD BISULFITE 38% MNBULK

Batch: 0002326099

Vendor: 9999999999 GENERIC



0000000000161416630002326099

HYDRITE CHEMICAL CO.
CERTIFICATE OF ANALYSIS

PRODUCT: SODIUM BISULFITE SOLUTION 40%

RESOURCE NO: SO003300

LOT NO: 0619191TH

CUSTOMER: UNIVAR USA, INC
8979 SEEGER INDUSTRIAL DR.
BERKELEY, MO 63134

BILL OF LADING NO: MWC5383

CUSTOMER P.O. NO.: SS-618385

SODIUM BISULFITE, % 40.0

PH, NEAT @ 25C 4.07

IRON (AS FE), LESS THAN 20 PPM PASS

CLEAR, YELLOW SOLUTION PASS

AUTHORIZED BY: LAURA RIDGE
HYDRITE QUALITY CONTROL

2400 S. ERIE CANAL ROAD
TERRE HAUTE IN 47802-3106
(812) 232-5411

DATE: JUN. 19, 2019

This Certificate of Analysis has been produced electronically
and is valid without a signature.



AGENDA COMMENTARY

Meeting Date: 3/6/2025

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider a bid award (B-25-02) to Brenntag Southwest, Inc., as the vendor for providing Sodium Hypochlorite for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$110,000 per year; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Action Item

Summary: Sodium Hypochlorite (liquid bleach) is a chemical used to disinfect the effluent (treated wastewater) from the city's wastewater treatment plant.

On February 18, 2025, bids were opened and Brenntag Southwest, Inc. was the lowest qualified bidder for Sodium Hypochlorite at \$1.69 per gallon. Staff recommends approval of this bid award.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 211-6003-00-2425 **Amount:** \$110,000

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 2/27/2025 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 3/3/25

Supporting documents attached:

1. B-25-02; Sodium Hypochlorite Bid Tab
 2. B-25-02; Sodium Hypochlorite; Brenntag Southwest Inc. Bid
-

Recommendation: Move to award bid (B-25-02) to Brenntag Southwest Inc. as the vendor for providing Sodium Hypochlorite for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$110,000 per year; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

**CITY OF ALVIN BID TABULATION
SODIUM HYPOCHLORITE
B-25-02**

2/18/2025	BIDDER'S NAME	<i>PVS Minibulk</i>	<i>Hawkins</i>	<i>Brenntag</i>	<i>Univar</i>	<i>PVS DX Inc</i>
<i>BID PRICE</i>		<i>\$2.03/gallon</i>	<i>\$2.00/gallon</i>	<i>\$1.69/gallon</i>	<i>NO BID</i>	<i>\$1.89/gallon</i>
<i>DELIVERY TIME</i>		<i>72 hrs</i>	<i>3-5 days</i>	<i>3-4 days</i>	<i>--</i>	<i>5-7 days</i>



Request for Bid

Bid # B-25-02

Sodium Hypochlorite

City of Alvin, Texas

216 West Sealy Street
Alvin, Texas 77511
citysecretary@cityofalvin.com



**City of Alvin
REQUEST FOR BID (B-25-02)
SODIUM HYPOCHLORITE**

The City of Alvin is accepting sealed competitive bids for an annual agreement for Wastewater Treatment Chemical for Liquid Sodium Hypochlorite.

Sealed proposals clearly labeled “Sodium Hypochlorite” will be received until Tuesday, February 18, 2025, at 2:00 p.m. at the Alvin City Hall, Attn: Dixie Roberts, City Secretary, 216 West Sealy, Alvin, Texas. The Bid document may be downloaded on the City of Alvin website at www.alvin-tx.gov – City Government – Bidding Opportunities. Questions should be directed to citysecretary@cityofalvin.com.

Responses must be received by the City Secretary of the City of Alvin no later than 2:00 p.m. on Tuesday, February 18, 2025. Proposals received after the deadline will not be opened and will be considered void and unacceptable.

(s) Dixie Roberts, City Secretary

Advertisements:

- February 2, 2025
- February 9, 2025

INSTRUCTION TO BIDDERS

1. BIDS, PREPARATION AND SUBMITTAL

Bids will be submitted upon the standard bid form without modification or provisions except those required, and each proposal submitted must be completely filled out.

AND marked: **Bid # B-25-02 SODIUM HYPOCHLORITE**

To be opened publicly and read aloud at the City Council Chambers, Alvin City Hall, 2nd floor, 216 West Sealy, Alvin, Texas 77511.

Bids must be completed and submitted in TRIPLICATE. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm agreement.

All figures must be written in ink or typewriter. Figures written in pencil or erasures are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal. Bids cannot be altered or amended after submission deadline.

The Advertisement to Bidders, Instructions to Bidders, Specification and Compliance, Addenda (if any), and Bid Form contained herein are considered as part of bid and take precedent over the Standard Form Agreement.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to call conditions and matters which can in any way affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should be in doubt as to their meaning and intent he should notify the City of Alvin at once and obtain clarification prior to submitting bid.

The submission of a bid by Bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to character, quality and quantity of work to be performed and materials to be furnished.

3. DELIVERY OF BIDS

Bids received prior to the time of opening will be kept securely unopened. Bids received after 2:00pm of the opening date, are considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed or identified. Oral, faxed, or emailed bids will not be considered.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or emailed requests dispatched by the bidder in a time for delivery in the normal cause of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid has been opened.

5. IRREGULAR BIDS

Bids will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. The City of Alvin reserves the right to waive any irregularities and make the award in his best interest.

6. DISQUALIFIED BIDS

Bidders may be disqualified, and their proposal not considered for any of the following specific reasons:

- a. Reason for believing collusion exists between the bidders.
- b. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- c. The bidder being interested in any litigation against the City.
- d. The bidder being in arrears or default on any existing contract or having defaulted on a previous contract.
- e. Lack of competency as revealed by the financial state, experience and equipment, questionnaires, etc.
- f. Incomplete work which, in the judgement of the City, will prevent or hinder the prompt completion of additional work if awarded.
- g. Failure to acknowledge on the Bid Form receipt of an Addendum.

7. TAXES

The City is exempt from the State Limited Sales and Use Tax. The price bid must net exclusive of the above mentioned tax, and will be so construed.

8. BASIS OF AWARD

It is the intent of the City to award the agreement to the bidder submitting the lowest, responsible total bid, meeting all specifications and represents the most advantageous proposal to the City. The City reserves the right to extend any agreement when most advantageous to the City.

In determining the lowest responsible bid, the following elements shall be considered:

- a. The purchase price;
- b. The reputation of the bidder and the bidder's goods or services;
- c. The quality of the bidders goods and services;
- d. The extent to which the goods or services meet the City's needs;
- e. The bidder's past relationship with the City;
- f. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. The total long-term cost to the City to acquire the bidder's goods or services; and
- h. Any other criteria specifically listed in this request for bids.

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SCOPE OF WORK & SPECIFICATIONS

SODIUM HYPOCHLORITE (B-25-02)

PART 1: GENERAL

1.00 DESCRIPTION

Appearance:	Clear pale-yellow liquid
Odor:	Chlorine
PH:	12.5-13.5
Specific Gravity:	1.16-1.26
Solubility in Water:	Complete

1.01 SCOPE: Furnish the CITY OF ALVIN with a quality product that meets or exceeds field standards in sodium hypochlorite production. Chemicals shall be produced with RO water for cleanliness.

1.02 REQUIREMENTS: 12.5% NAOCL by weight to be delivered to the wastewater treatment plant. Quantity ordered will be between 3,000 and 4,500 gallons per shipment to be distributed at the WWTP located at 7100 County Road 160. The bid price shall be good for one year from the award date. The estimated amount of NAOCL to be consumed for the twelve-month period will be between sixty thousand (60,000) and ninety thousand (90,000) gallons. The chemical shall be bid at a per gallon cost. Upon consent by the vendor and the city, the contract may be extended for up to 12 months.

1.03 INSURANCE: Supplier shall furnish to the City, upon award of contract, a copy of their:

1. Comprehensive Vehicle Liability.
2. Workers Compensation & Employers Liability.

PART 2:

1.0 DESCRIPTION

1. 12% Sodium Hypochlorite

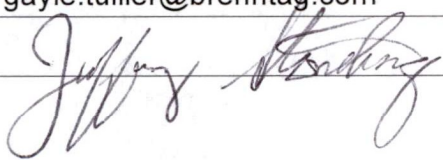
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BID SUMMARY
B-25-02 Sodium Hypochlorite

PER GALLON BID PRICE	\$1.69/Gal
DELIVERY TIME	3-4 Days ARO

No additional charges of any kind will be allowed charged during the term of the contract if not noted in bid proposal. Any variations from detailed specifications must be noted. The City of Alvin reserves the rights to increase and decrease the estimated quantities.

Special Note: Altered bids will not be accepted.

NAME: Jeffrey Stoneking
TITLE: Vice President Materials Management
COMPANY: Brenntag Southwest, Inc.
ADDRESS: 704 E. Wintergreen Rd.
Lancaster, Texas 75134
TELEPHONE: (972) 218-3500
EMAIL: gayle.tullier@brenntag.com
SIGNATURE: 

Mail / deliver bid to: City of Alvin
Attn: City Clerk (B-25-02 Sodium Hypochlorite)
216 West Sealy
Alvin, Texas 77511



Proposal Cover Sheet
Due Date: Tuesday, February 18, 2025, by 2:00 p.m.

Brenntag Southwest, Inc.

Name of Firm/Company

Jeff Stoneking, Vice President Materials Management

Agent's Name (Please Print) Agent's Title

704 E. Wintergreen Rd., Lancaster, Texas 75134

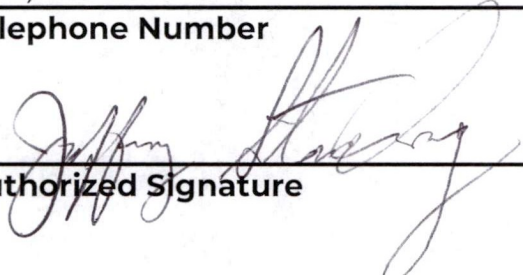
Mailing Address City State Zip

(972) 218-3500

Telephone Number

gayle.tullier@brenntag.com

Email Address


Authorized Signature

February 13, 2025

Date

Proposal Submission Checklist

☐	Proposal Cover Sheet
☐	3 hardcopies of Request
☐	Completed Public Information Act Form

Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of Alvin are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information should be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state: (Please check one):

- ☒ The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.
- ☐ The proposal/bid submitted contains confidential information, which is labeled, and which may be found on the following pages: _____ and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Brenntag Southwest, Inc.

Signature: _____

Date: February 13, 2025

Print Name: Jeffrey Stoneking

Print Title: Vice President Materials Management

Standard Terms and Conditions

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Alvin Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <https://www.alvin-tx.gov/Bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. The City of Alvin is not responsible for lateness or non- delivery of mail, carrier, etc. The date/time stamp at the City Secretary's Office at City Hall, 216 West Sealy Street, Alvin, Texas, 77511 shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after the submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution).

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code).

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Brazoria County, Texas.

CONFLICT OF INTEREST: No public official shall have an interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Alvin. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents. Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Alvin, including affiliations and business and financial relationships such persons may have with City of Alvin officers. By doing business or seeking to do business with the City of Alvin, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

PURCHASE ORDER: City of Alvin may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City of Alvin will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of Alvin designated location) are to be included in the proposal price.

INVOICES: Invoices must be itemized, and purchase order number must be referenced on the original invoice. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the proposer for correction. Invoices submitted for payment shall be e-mailed to: City of Alvin, Accounts Payable at, accountspayable@cityofalvin.com Invoices can be mailed to Attn: Accounts Payable, to the address: 216 W. Sealy St., Alvin, TX 77511. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondents shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect City of Alvin from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Alvin reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Alvin may have in law or equity. Respondent, in submitting this proposal, agrees that City of Alvin shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this Bid Proposal or required by law to be given to the successful respondent by City of Alvin shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Alvin, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Alvin.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Alvin.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a Certificate of Interested Parties (Form 1295) at the time the signed contract is submitted to the City. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at: <https://www.ethics.state.tx.us/filinginfo/1295/>

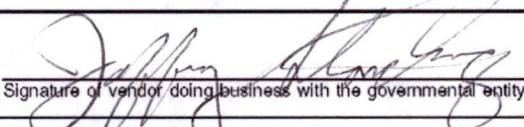
Prohibition on Contracts with Companies Boycotting Israel: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel, and requiring contract terms that state that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Alvin from entering into a contract with the contractor. Below is a link to the list. <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Certain Entities: Beginning September 1, 2017, a municipality may not enter into a contract with a company that does business with Iran, Sudan, or known terrorist organizations, and contracts must contain language to that effect. The Texas Comptroller maintains a list of companies known to do business with Iran, Sudan or known terrorist organizations. Inclusion on this list will prevent the City of Alvin from entering into a contract with that vendor. Below is a link to the list. <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Companies Boycotting Oil Companies: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies who boycott oil companies and requiring contract terms that state that the vendor does not boycott oil companies and will not boycott oil companies during the term of the contract.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies that discriminate against firearms and ammunition industries and requiring contract terms that state that the vendor does not discriminate against firearms and ammunition industries and will not discriminate against ammunition industries during the term of the contract.

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CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity. Brenntag Southwest, Inc.		Date Received
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. None Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7  Signature of vendor doing business with the governmental entity		February 13, 2025 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Reservation of Rights

Our submission of a quotation in response to this bid should not be construed as an acknowledgement of our acceptance of all of the contractual terms set forth in any *subsequent* purchase order, contract, agreement, etc. to be presented at a later date to the successful bidder. Accordingly, Brenntag Southwest, Inc. reserves the right to request reasonable amendments to the contractual terms should it be the successful bidder.



AGENDA COMMENTARY

Meeting Date: 3/6/2025

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider a bid award (B-25-03) to Hawkins Inc., as the vendor for providing Polyphosphate for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$30,000 per year; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Action Item

Summary: Phosphates have many uses in the treatment of drinking water. They are used to prevent "red" (from iron) and "black" (from manganese) water; to prevent and/or retard scale formation (from mineral depositing) and corrosion (from low pH and/or dissimilar metals) in the water distribution system; and to reduce soluble lead and copper in potable water delivered to the consumer's tap

On February 18, 2025, bids were opened, and Hawkins Inc. was the lowest qualified bidder for Polyphosphate at \$7.70 per gallon.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 211-6001-00-2425 **Amount:** \$30,000

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 2/27/2025 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 3/3/25

Supporting documents attached:

1. B-25-03; Polyphosphate Bid Tab
 2. B-25-03; Polyphosphate; Hawkins Inc Bid
-

Recommendation: Move to award bid (B-25-03) to Hawkins Inc. as the vendor for providing Polyphosphate for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$30,000 per year; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable: ☐
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒
Reviewed by City Manager, if applicable: ☒

BID TAB
B-25-03 Polyphosphate

VENDOR	PRICE PER GALLON	TOTAL	DELIVERY TIME
Shannon Chemical	\$14.77	\$295,400	1-3 days
Hawkins	\$7.70	\$154,000	24 hrs
Purify	\$10.75	\$215,000	2 Business days
Univar	NO BID	--	--



Proposal Cover Sheet

Due Date: Tuesday, February 18, 2025, by 2:00 p.m.

Hawkins Inc

Name of Firm/Company

Douglas Lange, Vice President, Water Treatment Group

Agent's Name (Please Print) Agent 's Title

2381 Rosegate, Roseville, MN 55113

Mailing Address City State Zip

612-331-6910

Telephone Number

bids@hawkinsinc.com

Email Address

[Handwritten Signature]

Authorized Signature

February 13, 2025

Date

Proposal Submission Checklist

✓	Proposal Cover Sheet
✓	3 hardcopies of Request
✓	Completed Public Information Act Form



Request for Bid
Bid # B-25-03

Polyphosphate / Orthophosphate Blend

City of Alvin, Texas

216 West Sealy Street
Alvin, Texas 77511
citysecretary@cityofalvin.com



**City of Alvin
REQUEST FOR BID (B-25-03)
POLYPHOSPHATE**

The City of Alvin is accepting sealed competitive bids for an annual agreement for Water Treatment Chemicals for Liquid Polyphosphate and Orthophosphate.

Sealed proposals clearly labeled “Polyphosphate / Orthophosphate Blend” will be received until Tuesday, February 18, 2025, at 2:00 p.m. at the Alvin City Hall, Attn: Dixie Roberts, City Secretary, 216 West Sealy, Alvin, Texas. The Bid document may be downloaded on the City of Alvin website at www.alvin-tx.gov – City Government – Bidding Opportunities. Questions should be directed to citysecretary@cityofalvin.com.

Responses must be received by the City Secretary of the City of Alvin no later than 2:00 p.m. on Tuesday, February 18, 2025. Proposals received after the deadline will not be opened and will be considered void and unacceptable.

(s) Dixie Roberts, City Secretary

Advertisements:

- February 2, 2025
- February 9, 2025

INSTRUCTION TO BIDDERS

1. BIDS, PREPARATION AND SUBMITTAL

Bids will be submitted upon the standard bid form without modification or provisions except those required, and each proposal submitted must be filled out AND marked: **Bid # B-25-03 POLYPHOSPHATE / ORTHOPHOSPHATE** to be opened publicly and read aloud at the City Council Chambers, Alvin City Hall, 2nd floor, 216 West Sealy, Alvin, Texas 77511.

Bids must be completed and submitted in TRIPLICATE. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm agreement.

All figures must be written in ink or typewriter. Figures written in pencil or erasures are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal. Bids cannot be altered or amended after submission deadline.

The Advertisement to Bidders, Instructions to Bidders, Specification and Compliance, Addenda (if any), and Bid Form contained herein are considered as part of bid and take precedent over the Standard Form Agreement.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to call conditions and matters which can in any way affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should be in doubt as to their meaning and intent he should notify the City of Alvin at once and obtain clarification prior to submitting bid.

The submission of a bid by Bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to character, quality and quantity of work to be performed and materials to be furnished.

3. DELIVERY OF BIDS

Bids received prior to the time of opening will be kept securely unopened. Bids received after 2:00pm of the opening date, are considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed or identified. Oral, faxed, or emailed bids will not be considered.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or emailed requests dispatched by the bidder in a time for delivery in the normal course of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid has been opened.

5. IRREGULAR BIDS

Bids will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. The City of Alvin reserves the right to waive any irregularities and make the award in his best interest.

6. DISQUALIFIED BIDS

Bidders may be disqualified and their proposal not considered for any of the following specific reasons:

- a. Reason for believing collusion exists between the bidders.
- b. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- c. The bidder being interested in any litigation against the City.
- d. The bidder being in arrears or default on any existing contract or having defaulted on a previous contract.
- e. Lack of competency as revealed by the financial state, experience and equipment, questionnaires, etc.
- f. Incomplete work which, in the judgment of the City, will prevent or hinder the prompt completion of additional work if awarded.
- g. Failure to acknowledge on the Bid Form receipt of an Addendum.

7. TAXES

The City is exempt from the State Limited Sales and Use Tax. The price bid must net exclusive of the above-mentioned tax and will be so construed.

8. BASIS OF AWARD

It is the intent of the City to award the agreement to the bidder submitting the lowest, responsible total bid, meeting all specifications and represents the most advantageous proposal to the City. The City reserves the right to extend any agreement when most advantageous to the City.

In determining the lowest responsible bid, the following elements shall be considered:

- a. The purchase price;
- b. The reputation of the bidder and the bidder's goods or services;
- c. The quality of the bidders goods and services;
- d. The extent to which the goods or services meet the City's needs;
- e. The bidder's past relationship with the City;
- f. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. The total long-term cost to the City to acquire the bidder's goods or services; and
- h. Any other criteria specifically listed in this request for bids.

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SCOPE OF WORK & SPECIFICATIONS

POLYPHOPHATE (B-25-03)

PART 1: GENERAL

1.00 DESCRIPTION

Appearance:	Liquid
Color:	Clear to straw colored cleat liquid
Odor:	Odorless
Boiling Point:	>100c
Freezing Point:	-10-15c
Solubility in Water:	Complete
Max Use Level:	80 mg/L

1.01 SCOPE: Furnish the CITY OF ALVIN with a quality product that meets or exceeds field standards in polyphosphate production. NO SODIUM BASED PRODUCTS.

1.02 REQUIREMENTS: Polyphosphate mix ratio between 20-25% to be delivered to five (5) of the City's Water Well Distribution System sites. The quantity ordered will be a minimum of 250-300 gallons per shipment, per site, to be distributed to the Water Treatment Facilities. Automation monitoring sensors for refilling purposes. Ground storage tank levels for polyphosphate (MG/L) request testing each time a delivery is made. The bid price shall be good for one (1) year from the award date. The estimated amount of polyphosphate to be consumed for a twelve (12) month period will be between fifteen thousand (15,000) and twenty-five thousand (25,000) gallons. The purchased chemicals shall be delivered within twenty-four (24) hours from the time the order is placed. The chemical shall be bid at a per gallon cost.

1.03 INSURANCE: Supplier shall furnish to the City, upon award of contract, a copy of their:

1. Comprehensive Vehicle Liability.
2. Workers Compensation & Employers Liability.

PART 2:

1. Solutions of neutralized inorganic phosphates are not hazardous materials under Hazardous Materials ACT.
2. Must be blended corrosion inhibitor.
3. The function is corrosion and scale control.

BID SUMMARY
B-25-03 Polyphosphate

QUANTITY	PRICE PER GALLON	TOTAL	DELIVERY TIME
20,000	\$7.70	\$154,000	24 HRS

No additional charges of any kind will be allowed charged during the term of the contract of not noted in bid proposal. Any variations from detailed specifications must be noted. The City of Alvin reserves the rights to increase and decrease the estimated quantities.

Special Note: Altered bids will not be accepted.

NAME: Douglas Lange

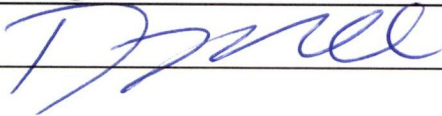
TITLE: Vice President, Water Treatment Group

COMPANY: Hawkins Inc

ADDRESS: 2381 Rosegate
Roseville, MN 55113

TELEPHONE: 612-331-6910

EMAIL: bids@hawkinsinc.com

SIGNATURE: 

Mail / deliver bid to: City of Alvin
Attn: City Secretary (B-25-03 Polyphosphate)
216 West Sealy
Alvin, Texas 77511



Proposal Cover Sheet
Due Date: Tuesday, February 18, 2025, by 2:00 p.m.

Hawkins Inc
Name of Firm/Company

Douglas Lange, Vice President, Water Treatment Group
Agent's Name (Please Print) Agent 's Title

2381 Rosegate, Roseville, MN 55113
Mailing Address City State Zip

612-331-6910 bids@hawkinsinc.com
Telephone Number Email Address

 February 13, 2025
Authorized Signature Date

Proposal Submission Checklist	
✓	Proposal Cover Sheet
✓	3 hardcopies of Request
✓	Completed Public Information Act Form

Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of Alvin are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information should be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

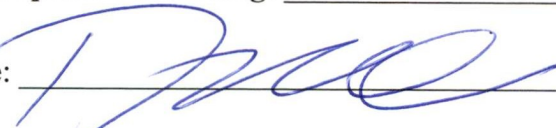
In signing this form, I acknowledge that I have read the above and further state: (Please check one):

✓ The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted contains confidential information, which is labeled, and which may be found on the following pages: _____ and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Hawkins Inc

Signature:



Date: February 13, 2025

Print Name: Douglas Lange

Print Title: Vice President, Water Treatment Group

Standard Terms and Conditions

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Alvin Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <https://www.alvin-tx.gov/Bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. The City of Alvin is not responsible for lateness or non- delivery of mail, carrier, etc. The date/time stamp at the City Secretary's Office at City Hall, 216 West Sealy Street, Alvin, Texas, 77511 shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after the submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution).

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code).

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Brazoria County, Texas.

CONFLICT OF INTEREST: No public official shall have an interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Alvin. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents. Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Alvin, including affiliations and business and financial relationships such persons may have with City of Alvin officers. By doing business or seeking to do business with the City of Alvin, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

PURCHASE ORDER: City of Alvin may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City of Alvin will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of Alvin designated location) are to be included in the proposal price.

INVOICES: Invoices must be itemized, and purchase order number must be referenced on the original invoice. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the proposer for correction. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondents shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect City of Alvin from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Alvin reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Alvin may have in law or equity. Respondent, in submitting this proposal, agrees that City of Alvin shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this Bid Proposal or required by law to be given to the successful respondent by City of Alvin shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Alvin, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Alvin.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Alvin.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a Certificate of Interested Parties (Form 1295) at the time the signed contract is submitted to the City. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at: <https://www.ethics.state.tx.us/filinginfo/1295/>

Prohibition on Contracts with Companies Boycotting Israel: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel, and requiring contract terms that state that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Alvin from entering into a contract with the contractor. Below is a link to the list. <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Certain Entities: Beginning September 1, 2017, a municipality may not enter into a contract with a company that does business with Iran, Sudan, or known terrorist organizations, and contracts must contain language to that effect. The Texas Comptroller maintains a list of companies known to do business with Iran, Sudan or known terrorist organizations. Inclusion on this list will prevent the City of Alvin from entering into a contract with that vendor. Below is a link to the list. <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Companies Boycotting Oil Companies: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies who boycott oil companies and requiring contract terms that state that the vendor does not boycott oil companies and will not boycott oil companies during the term of the contract.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies that discriminate against firearms and ammunition industries and requiring contract terms that state that the vendor does not discriminate against firearms and ammunition industries and will not discriminate against ammunition industries during the term of the contract.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HAWKINS INC
ROSEVILLE, MN United States

Certificate Number:
2025-1269281

Date Filed:
02/13/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF ALVIN

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B-25-03
Water Treatment Chemicals for Liquid Polyphosphate and Orthophosphate

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Douglas Lange, and my date of birth is 10/07/1969.

My address is 2381 Rosegate, Roseville, MN, 55113, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Ramsey County, State of Minnesota, on the 13th day of February, 2025.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



Corporate Office
2381 Rosegate
Roseville, Minnesota 55113
Phone: (612) 331-6910
Fax: (612) 331-5304

PRODUCT DATA SHEET

NAPCO 214D

PDS - 2647; REVISION 01
EFFECTIVE DATE: 02SEP22

General Characteristics:

Appearance: Clear, colorless solution
Shelf Life: 730 days
Storage Recommendation: 55 – 95 °F

Standard Specifications:

COMPONENT	SPECIFICATION
Specific Gravity	1.15 – 1.25

Additional Information:

Bioterrorism Act of 2002: All appropriate Hawkins, Inc. facilities are registered with the FDA per the Public Health Security and Bioterrorism Preparedness and Response Act of 2002.

Country of Origin: Product is manufactured in the United States

NSF Certification: Certified to NSF ANSI/Std. 60 with a maximum use level of 80 mg/L.

Notice for Product Numbers: 61124, 61125, 61159, 61180, 61795

Hawkins, Inc. ("Hawkins") presents the information in this Product Data Sheet ("Information") in good faith and believes the Information to be accurate as of the Effective Date. Hawkins warrants only that when Hawkins ships the Product, it will meet published specifications. Other than this warranty, **HAWKINS MAKES NO OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, FOR COMPLETENESS, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER NATURE WITH RESPECT TO THE INFORMATION, OR TO THE PRODUCT TO WHICH THIS INFORMATION REFERS.** Hawkins will not be responsible for damages of any nature whatsoever resulting from the use of, or reliance upon, the Information or the Product to which the Information refers.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, February 12, 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?>

[CompanyName=Hawkins+Inc&TradeName=SODIUM+HYPOCHLORITE&PlantState=Texas+TX&PlantCountry=UNITED+STATES&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Hawkins+Inc&TradeName=SODIUM+HYPOCHLORITE&PlantState=Texas+TX&PlantCountry=UNITED+STATES&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Hawkins, Inc.

2381 Rosegate

Roseville, MN 55113

United States

800-328-5460

612-331-6910

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

Facility : Lufkin, TX

Sodium Hypochlorite[HY]**Trade Designation**

Sodium Hypochlorite 10%

Sodium Hypochlorite 12.5%

Sodium Hypochlorite 15%

Product Function

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Max Use

48mg/L

40mg/L

40mg/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.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Luling, TX**Sodium Hypochlorite[HY]****Trade Designation**

Sodium Hypochlorite 10%

Sodium Hypochlorite 12.5%

Sodium Hypochlorite 15%

Product Function

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Max Use

48mg/L

40mg/L

40mg/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.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Spring, TX

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hypochlorite 10%	Disinfection & Oxidation	48mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	40mg/L
Sodium Hypochlorite 15%	Disinfection & Oxidation	40mg/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.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 9

Processing time was 0 seconds



SAFETY DATA SHEET

Issue Date: 29-Sep-2022

Revision Date: 29-Sep-2022

Version 1

1. Identification

Product identifier

Product Name: NAPCO 214D

Other means of identification

Product Code: 61125

Recommended use of the chemical and restrictions on use

Recommended Use: Industrial, Manufacturing or Laboratory use.

Restrictions on Use: None known

Details of the supplier of the safety data sheet

Manufacturer: Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
(612) 331-6910

Emergency telephone number

Emergency Telephone: CHEMTREC: 1-800-424-9300 (US) / +1 703-741-5970 (International)

2. Hazard(s) identification

Classification

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Serious eye damage/eye irritation

Category 2

Hazards not otherwise classified (HNOC)

Not applicable

Label elements

Signal word: Warning

Hazard statements:

Causes serious eye irritation



Precautionary Statements - Prevention:

Wash face, hands and any exposed skin thoroughly after handling
Wear eye protection/ face protection

Precautionary Statements - Response:

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

Unknown Acute toxicity: Not applicable

Other Information

Not applicable

3. Composition/information on ingredients

Chemical name	CAS No	Weight-%
Monopotassium phosphate	7778-77-0	1-5
Phosphoric acid	7664-38-2	<1
Potassium pyrophosphate	7320-34-5	15-20
Water	7732-18-5	Balance

Any concentration shown as a range is due to batch variation or the exact percentage has been withheld as a trade secret.

4. First-aid measures

Description of first aid measures

General advice

Show this safety data sheet to the doctor in attendance.

Inhalation

Remove to fresh air.

Eye contact

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Keep eye wide open while rinsing. Do not rub affected area. Get medical attention if irritation develops and persists.

Skin contact

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. If skin irritation persists, call a physician.

Ingestion

Clean mouth with water and drink afterwards plenty of water. Never give anything by mouth to an unconscious person. Do NOT induce vomiting. Call a physician.

Self-protection of the first aider

Avoid contact with skin, eyes or clothing. Wear personal protective clothing (see section 8).

Most important symptoms and effects, both acute and delayed

Symptoms

May cause redness and tearing of the eyes.

Indication of any immediate medical attention and special treatment needed

Note to physicians

Treat symptomatically.

5. Fire-fighting measures

Suitable Extinguishing Media

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

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

Thermal decomposition can lead to release of irritating gases and vapors.

Hazardous combustion products

Phosphorus oxides. Potassium Oxides.

Explosion Data

Sensitivity to mechanical impact None.

Sensitivity to static discharge None.

Special protective equipment for fire-fighters

Firefighters should wear self-contained breathing apparatus and full firefighting turnout gear. Use personal protection equipment.

6. Accidental release measures**Personal precautions, protective equipment and emergency procedures**

Personal precautions Avoid contact with skin, eyes or clothing. Use personal protective equipment as required.

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 Dike far ahead of liquid spill for later disposal. Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Pick up and transfer to properly labeled containers. Clean contaminated surface thoroughly. After cleaning, flush away traces with water.

7. Handling and storage**Precautions for safe handling**

Advice on safe handling Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes or clothing. Do not eat, drink or smoke when using this product.

Conditions for safe storage, including any incompatibilities

Storage Conditions Keep containers tightly closed in a dry, cool and well-ventilated place.

Incompatible Materials Strong oxidizing agents, strong acids, and strong bases.

8. Exposure controls/personal protection**Control parameters**

Exposure Limits The following ingredients are the only ingredients of the product above the cut-off level (or level that contributes to the hazard classification of the mixture) which have an exposure limit applicable in the region for which this safety data sheet is intended or other recommended limit. At this time, the other relevant constituents have no known exposure limits from the sources listed here.

Chemical name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Phosphoric acid 7664-38-2	STEL: 3 mg/m ³ TWA: 1 mg/m ³	TWA: 1 mg/m ³ (vacated) TWA: 1 mg/m ³ (vacated) STEL: 3 mg/m ³	IDLH: 1000 mg/m ³ TWA: 1 mg/m ³ STEL: 3 mg/m ³

Exposure Guidelines Vacated limits revoked by the Court of Appeals decision in AFL-CIO v. OSHA, 965 F.2d 962 (11th Cir., 1992).

Appropriate engineering controls

Engineering controls Showers
Eyewash stations
Ventilation systems.

Individual protection measures, such as personal protective equipment

Eye/face protection Tight sealing safety goggles.

Hand protection Wear suitable gloves.

Skin and body protection Wear suitable protective clothing.

Respiratory protection No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced and ventilation is insufficient, a suitable respirator or

evacuation may be required.

General hygiene considerations

Avoid contact with skin, eyes or clothing. Wear suitable gloves and eye/face protection. 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
Color:	Colorless
Odor:	No information available
Odor Threshold:	No information available
pH:	No information available
Salt Out Point:	No information available
Melting Point/Freezing Point:	No information available
Boiling Point/Boiling Range:	No information available
Flash Point:	No information available
Evaporation Rate (BuAc=1):	No information available
Flammability (solid, gas):	No information available
Flammability Limits in Air:	No information available
Vapor Pressure (mm Hg):	No information available
Vapor density (Air =1):	No information available
Specific Gravity (H ₂ O=1):	1.20
Water Solubility:	No information available
Solubility(ies):	No information available
Partition Coefficient (n-octanol/water):	No information available
Autoignition Temperature:	No information available
Decomposition Temperature:	No information available
Kinematic Viscosity:	No information available
Dynamic Viscosity:	No information available

Other information

Explosive properties	No information available
Oxidizing properties	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.
Conditions to avoid	Exposure to air or moisture over prolonged periods.
Incompatible Materials	Strong oxidizing agents, strong acids, and strong bases.
Hazardous decomposition products	Phosphorus oxides. Potassium oxide.

11. Toxicological information

Information on likely routes of exposure

Product Information

Inhalation

Specific test data for the substance or mixture is not available. May cause irritation of respiratory tract.

Eye contact

Specific test data for the substance or mixture is not available. Causes serious eye irritation. (based on components). May cause redness, itching, and pain.

Skin contact Specific test data for the substance or mixture is not available. Prolonged contact may cause redness and irritation.

Ingestion Specific test data for the substance or mixture is not available. Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms May cause redness and tearing of the eyes.

Numerical measures of toxicity

Acute Toxicity:

The following values are calculated based on chapter 3.1 of the GHS document

ATEmix (oral) 70,102.9178 mg/kg
 ATEmix (dermal) 11,499.10 mg/kg
 ATEmix (inhalation-dust/mist) 18.20 mg/l

Component Information

Chemical name	Oral LD ₅₀ :	Dermal LD ₅₀ :	LC ₅₀ (Lethal Concentration):
Monopotassium phosphate 7778-77-0	= 3200 mg/kg (Rat)	-	> 0.83 mg/L (Rat) 4 h
Phosphoric acid 7664-38-2	= 1530 mg/kg (Rat)	= 2740 mg/kg (Rabbit)	> 850 mg/m ³ (Rat) 1 h
Potassium pyrophosphate 7320-34-5	-	> 2000 mg/kg (Rabbit)	> 1.1 mg/L (Rat) 4 h
Water 7732-18-5	> 90 mL/kg (Rat)	-	-

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Skin corrosion/irritation No information available.

Serious eye damage/eye irritation Classification based on data available for ingredients. Irritating to eyes.

Respiratory or skin sensitization No information available.

Germ cell mutagenicity No information available.

Carcinogenicity This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.

Reproductive 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.

12. Ecological information

Ecotoxicity The environmental impact of this product has not been fully investigated.

Chemical name	Toxicity to algae	Toxicity to fish	Toxicity to microorganisms	Toxicity to daphnia and other aquatic invertebrates
Potassium	-	100 mg/L (LC50 96 h -	-	100 mg/L (EC50 48 h -

pyrophosphate 7320-34-5		Oncorhynchus mykiss)		water flea)
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Persistence and Degradability: No information available.

Bioaccumulation: There is no data for this product.

Component Information

Chemical name	Partition Coefficient:
Phosphoric acid 7664-38-2	-0.9

Mobility: No information available.

Other Adverse Effects: No information available.

13. Disposal considerations

Waste treatment methods

Waste from residues/unused products

Dispose of in accordance with local, state, and national regulations. Dispose of waste in accordance with environmental legislation.

Contaminated packaging

Do not reuse empty containers.

14. Transport information

DOT

Description

Not DOT Regulated

15. Regulatory information

International Inventories

Chemical name	TSCA	AICS	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS
Monopotassium phosphate 7778-77-0	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Phosphoric acid 7664-38-2	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Potassium pyrophosphate 7320-34-5	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Water 7732-18-5	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

AICS - Australian Inventory of Chemical Substances

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

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

Under the amended regulations at 40 CFR 370, EPCRA 311/312 Tier II reporting for the 2017 and later calendar years will need to be consistent with updated hazard classifications.

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	SARA Extremely Hazardous Substances TPQ
Phosphoric acid 7664-38-2	5000 lb	-	

Clean Water Act (CWA)

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
Phosphoric acid 7664-38-2	5000 lb	-	-	X

OSHA - Process Safety Management - Highly Hazardous Chemicals

This product does not contain any substances regulated under Process Safety Management (29 CFR 1910.119).

Department of Homeland Security - Chemical Facility Anti-Terrorism Standards (CFATS)

This product does not contain any substances regulated under the Chemical Facility Anti-Terrorism Standards (6 CFR 27).

16. Other information**NSF/ANSI 60 Certification**

Maximum Use (mg/L unless otherwise indicated): 80

Prepared By: HSE Department
 Issue Date: 29-Sep-2022
 Revision Date: 29-Sep-2022
 Revision Note: New Product.

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



AGENDA COMMENTARY

Meeting Date: 3/6/2025

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider an award of bid (B-25-05) to TAP Industrial Services Inc., for the 2025-2026 Concrete Repair Program, in an amount not to exceed the FY-25 budgeted amount of \$350,000 for a term of one (1) year with an option to renew for one (1) year with the same terms and conditions; and authorize the City Manager to sign the contract upon legal review.

Type of Item: Action Item

Summary: On February 18, 2025, bids were opened for the 2025-2026 Concrete Repair Program, and TAP Industrial Services Inc. was the lowest qualified bidder. This contractor has performed services for the City and their provided references were checked.

Total budgeted amount for Concrete Maintenance: \$350,000.

The 2025-2026 Concrete Repair Program utilizes the Contractor to perform point repairs on concrete streets, sidewalks, curbs, storm inlets, and ADA ramps at locations throughout the City as directed by the City's Public Services Department. The City has bid Concrete Repair Program projects similar to this one for the last thirteen years.

Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 312-5501-00-3410 **Amount:** \$350,000

1295 Form Required? Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒

Date Completed: 2/27/2025 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 3/3/25

Supporting documents attached:

1. B-25-05; Concrete Repair Program Bid Tab
 2. B-25-05; TAP Industrial Services Bid
-

Recommendation: Move to award bid (B-25-05) to TAP Industrial Services Inc., for the 2025-2026 Concrete Repair Program, in an amount not to exceed the FY-25 budgeted amount of \$350,000 for a term of one (1) year with an option to renew for one (1) year with the same terms and conditions; and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

B-25-05 25-26 Concrete Repair Program

In-House Bid Tab

Vendor	Base	Alt	Total
TAP Industrial Services	\$218,150	\$27,500	\$245,650
Cold River Concrete	\$331,250	\$16,625	\$347,875

PROPOSAL

TO: The Honorable Mayor and City Council
The City of Alvin, Texas

FROM: **Contractor / Bidder:**

TAP Industrial Services, INC
526 Mockingbird Ln Clute, TX 77531 _____

2025-2026 Concrete Repair Program
Bid Number: B-25-05
Account Number: 312-5501-00-3410

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of Contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the location, conditions and classes or materials of the proposed work, and agrees that he will provide all the necessary labor, material, superintendence, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials necessary to accomplish the work called for in the Plans and Specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

In submitting this bid, the undersigned Bidder does hereby certify that the bid is not made in the interest of other firms, corporations or on behalf of any undisclosed person or interest other than sole bidder submitting this bid by signatures. The Bidder also certifies that he is not solicited or being induced by any other firms to submit a false or sham bid for obtaining advantage over any other bidder that is submitting a bid on this project.

The five percent (5%) bid security accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal the successful Bidder shall fail to execute a Contract and file a Performance Bond and a Payment Bond within fifteen (15) days after its acceptance in which case the bid security will become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner. The Bidder will also furnish the Owner with a satisfactory Maintenance Bond indemnifying the City against defective workmanship and material for a period of one year.

The undersigned certifies that the bid prices quoted on the Proposal have been carefully checked and are submitted as correct and final.

The undersigned proposal is to complete the work quoted above on or before **365 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$250.00 Per Calendar Day.**

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done.

No renegotiation of bid prices will be made for over runs or under runs of quantities.

PROPOSAL

2025-2026 Concrete Repair Program

Contractor:

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
1	Remove and Replace 7" Concrete Pavement - Complete in Place - 02751	SY	500	\$65	\$32500	Thirty-two thousand five hundred dollars
2	Traffic Control - Complete in Place	LS	1	\$2000	\$2000	Two thousand dollars
3	Remove and Replace 6" Concrete Driveway - Complete in Place - 02751	SY	200	\$65	\$13000	Thirteen Thousand Dollars
4	Remove and Replace 6" Concrete Curb - Complete in Place - 02770	LF	500	\$30	\$15000	Fifteen Thousand Dollars
5	Remove and Replace 4"x12" "Laydown" Concrete Curb - Complete in Place - 02770	LF	1,500	\$35	\$52500	Fifty-Two Thousand and Five hundred dollars
6	Remove and Replace 6" x 24" Concrete Curb and Gutter - Complete in Place - 02770	LF	350	\$40	\$14000	Fourteen Thousand Dollars
7	Remove and Replace 4" Concrete Sidewalk - Complete in Place - 02751	SY	200	\$30	\$6000	Six Thousand Dollars
8	Remove and Replace Concrete Barrier Free Ramp (Single) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	EA	5	\$1900	\$9500	Nine Thousand Five hundred Dollars
9	Remove and Replace Concrete Barrier Free Ramp (Double) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	EA	5	\$2400	\$12000	Twelve Thousand Dollars
10	Concrete Saw Cut - Full Depth - Complete in Place - 02751	LF	1,000	\$8.50	\$8500	Eight Thousand Five Hundred Dollars
11	Stabilized Sand - 1.5 Sack per Ton - Includes Excavation of 6" Soil Under Pavement - Complete In Place - 02252	TON	100	\$427.50	\$42750	Forty Two Thousand Seven Hundred fifty dollars

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
12	Mobilization For All Construction Sites - Complete In Place - 01505	LS	1	\$2000	\$2000	Two Thousand Dollars
13	Install 4" Concrete Sidewalk - Complete In Place - 02751	SY	200	\$27	\$5400	Five Thousand Four Hundred Dollars
14	Install Concrete Barrier Free Ramp (Single) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	LF	5	\$240	\$1200	One thousand two hundred dollars
15	Install Concrete Barrier Free Ramp (Double) Including Truncate Dome Detectable Warning System - Complete in Place - 02751	LF	5	\$360	\$1800	One thousand eight hundred dollars
TOTAL BASE BID					\$218150	
2025-2026 Concrete Repair Program - Alternate Bid Items						
Item	Description	Unit	Quantity	Unit Price	Total	Written Total
16	Remove Existing Inlet - Install Cast-in-Place Type "C-C" Inlet Complete In Place - 02632	EA	1	\$5500	\$5500	Five thousand five hundred dollars
17	Remove Existing Inlet - Install Cast-in-Place Type "B-B" Inlet Complete In Place - 02632	EA	1	\$5500	\$5500	Five thousand five hundred dollars
18	Remove Existing Inlet - Install Cast-in-Place Type "B" Inlet - Complete In Place - 02632	EA	1	\$5500	\$5500	Five thousand five hundred dollars
19	Remove Existing Inlet - Install Cast-in-Place Type "C" Inlet - Complete In Place - 02632	EA	1	\$5500	\$5500	Five thousand five hundred dollars
20	Remove Existing Inlet - Install Cast-in-Place Type "A" Inlet - Complete In Place - 02632	EA	1	\$5500	\$5500	Five thousand five hundred dollars
TOTAL ALTERNATE BID					\$27500	Twenty-seven thousand five hundred dollars
TOTAL BASE & ALTERNATE BID					\$245650	Two hundred forty-five thousand six hundred fifty dollars

Receipt is hereby acknowledged of the following addendum to the Contract Documents:

Addendum No. 1 Dated _____ Received _____

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

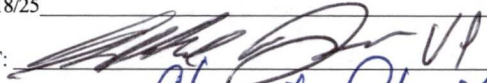
Accompanying this proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of five (5%) of the greatest amount bid and payable to the Owner.

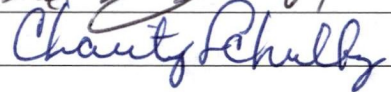
Bidder: TAP Industrial Services, INC _____

Address: 526 Mockingbird Ln Clute, TX 77531 _____

Telephone: 979-266-9085 _____

Date: 2/18/25 _____

ATTEST:  _____

Secretary of Corporation  _____

(Seal of Bidder Corporation)

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ _____

ALL OTHER CHARGES: \$ _____

*TOTAL: \$245650.00 _____

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the contractor agrees that the charges for any materials incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such materials to the contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS TO BE FILLED OUT.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he or she desires.

Name of Bidder: TAP Industrial Services, LLC____ Date Organized: 9/11/1994____

Address: 526 Mockingbird Ln Clute TX 77531____ Date Incorporated: 1/11/2002____

Number of Years in Contracting Business under Present Name: 23____

Contracts on Hand:

<u>Contract</u>	<u>Amount</u>	<u>Anticipated Completion Date</u>
Pure Salt-Baytown	\$62k	3/20/25
DSM Nutrition-Contract	\$600k	12/31/25
Braskem-Contract	\$3,500,000	12/31/25
Freeport LNG-Contract	\$2,500,000	12/31/25

Type of work performed by your company: Concrete, Epoxy Grout. Insulation, Paint, Blasting, Scaffolding____

Have you ever failed to complete any work awarded to you? No____

Have you ever defaulted on a contract? No____

List the more important projects recently completed by your firm (be sure to include projects of similar importance):

<u>Project</u>	<u>Amount</u>	<u>Month/Year</u>	<u>Completed</u>
Port of Houston-POHA	\$100k	4/20	
Williams Pipeline	\$200k	12/31/24	
OQ Chemical-2024 Shutdown	\$125k	4/24	
Lyondell Floor Coating	\$65k	8/24	

Major Equipment Available for this Contract:

Air compressor, pneumatic hammers, concrete finisher, vibrator, pressure wash rig, dump trailer, gooseneck trailer, trucks, tool trailer, sandblast rig, light plant, generator, dewatering pump

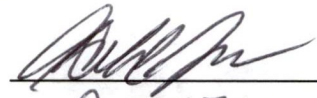
Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit Available: \$2,000,000 _____

Bank Reference: Moody Bank _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any Information requested by the City of Alvin in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 2nd day of FEBRUARY, 2015


By: GABE FRISDENBERG
Title: VP



***TAP Industrial
SERVICES, INC.***

TAP Industrial Services, INC

Work Resume Summary

Owner:

Gary Friedenber

35 years Industrial Construction

Scaffolding, Painting, Blasting, Insulation

Project Manager

Gilbert Arispe

14 years Municipal/Industrial

Concrete, Grout, Epoxy Coatings, Scaffolding, Painting, Blasting, Insulation

Job Superintendent

Mike Kieffer

22 years Civil Construction

Concrete, Grout, Epoxy Coatings

Job Foreman

Zeke Esquivel

9 years Civil Construction

Concrete, Grout, Epoxy Coatings

REFERENCES

The following are the names, address, and phone numbers for three public agencies for which the Bidder has performed similar work within the past two years:

City of Point Comfort

Name

102 Jones St

Address

Point Comfort, TX 77979

City, State, Zip

361-987-2661 Ext 3

(Area) Phone

City of Friendswood

Name

15355 Blackhawk Blvd

Address

Friendswood, TX 77546

City, State, Zip

832-744-6833

(Area) Phone

City of Webster

Name

855 Magnolia Ave

Address

Webster, TX 77598

City, State, Zip

281-316-3708



AGENDA COMMENTARY

Meeting Date: 3/6/2025

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider Ordinance 25-E, amending Chapter 12 - Health and Sanitation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of adding Section 12-11, Removal of Dead or Diseased Trees; and amending Chapter 15 - Offenses and Miscellaneous Provisions, Article IX. - Tree Preservation, for the purpose of amending Section 15-115, Tree Fund; providing for publication; providing for severability; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: On January 16, 2025, the Alvin City Council held a workshop discussion regarding concerns about dead or diseased trees posing a hazard to public electrical infrastructure. The Council reviewed the challenges associated with trees that are structurally unsound, leaning, or at risk of falling onto power lines, and the need for a clear process to address these threats. Based on this discussion, the proposed ordinance establishes a formal mechanism for addressing such hazardous trees on private property.

The ordinance grants the City the authority to require the removal of dead or diseased trees when a third-party certified arborist determines they pose a potential threat to electrical infrastructure. Property owners will be notified in writing and given 60 days to remove the tree(s) at their expense. If the owner fails to comply, the City may remove the tree(s) and assess the costs to the property owner.

Additionally, if a tree presents an immediate and imminent danger to public electrical infrastructure, the City may take emergency action to remove it without prior notice. In such cases, the property owner will be notified as soon as practicable, and costs may be recovered through a lien process as outlined in the ordinance. This ordinance does not apply to disputes between private property owners regarding trees that do not impact public electrical infrastructure.

An additional ordinance will be considered at this meeting to address the penalty provisions related to this ordinance, ensuring proper enforcement and compliance.

Staff recommends approval of Ordinance 25-E as presented.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 3/3/2025 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Ord 25-E; Amend Chap 12 and 15; Removal of Dead or Diseased Trees and Tree Fund - REDLINED
 2. Ord 25-E; Amend Chap 12 and 15; Removal of Dead or Diseased Trees and Tree Fund - CLEAN COPY
-

Recommendation: Move to approve Ordinance 25-E, amending Chapter 12 - Health and Sanitation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of adding Section 12-11, Removal of Dead or Diseased Trees; and amending Chapter 15 - Offenses and Miscellaneous Provisions, Article IX. - Tree Preservation, for the purpose of amending Section 15-115, Tree Fund; providing for publication; providing for severability; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

ORDINANCE NO. 25-E

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 12 - HEALTH AND SANITATION, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF ADDING SECTION 12-11, REMOVAL OF DEAD OR DISEASED TREES; AND AMENDING CHAPTER 15 - OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE IX. - TREE PRESERVATION, FOR THE PURPOSE OF AMENDING SECTION 15-115, TREE FUND; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin is continually reviewing the provisions of the City Code of Ordinances to ensure that it meets the current needs of the City and reflects current practice;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That Chapter 12, Health and Sanitation, and Chapter 15, Tree Preservation, of the Code of Ordinances, City of Alvin, Texas, are hereby amended to read as follows:

Chapter 12 – HEALTH AND SANITATION ARTICLE I. – IN GENERAL

...

Sec. 12.11 – Removal of Dead or Diseased Trees.

- (a) The City shall have the right to cause the removal of any dead or diseased trees located on private property within the City when such trees are determined by a third-party certified arborist to constitute a potential threat to the public electric infrastructure. A tree may be considered a potential threat if it is leaning, structurally unsound, or otherwise likely to fall onto the public power lines.
- (b) The City shall notify the property owner in writing of such trees, and the owner shall remove the dead or diseased tree(s) at their own expense within 60 days after the date of service of the notice.
- (c) If the owner does not remove the dead or diseased tree(s) within sixty (60) days of the date of receipt of the notice, the City shall have the authority to remove such dead or damaged tree(s) and charge the expenses to the owner of the property. The City may assess the costs of the work or improvements against the real estate upon which the work or improvement is performed. The City shall be entitled to collect a charge in the amount set forth in chapter 28 of this Code for

administrative expenses in carrying out the terms of this chapter in addition to the actual fees paid by the city for the removal of the dead or diseased tree(s).

(d) In the event a tree poses an immediate and imminent danger to the public electrical infrastructure, the City may take emergency action to remove the tree without prior notice to the owner. In such cases, the City shall notify the owner as soon as practicable and may assess the cost of removal as outlined in subsection (c) above.

(e) If dead or diseased tree(s) are removed by the City under the provisions of section (c) above, the City shall be entitled to file a lien against the real estate upon which the work or improvement is performed, pursuant to section 12-7 above.

(f) Neither the failure of the owner to remove the dead or diseased tree(s), nor the assessment of expenses against the owner for such removal, shall render the owner criminally liable or subject to prosecution pursuant to Chapter 12-9 of this chapter.

(g) This section shall not apply to disputes between private property owners concerning trees that do not threaten the public electrical infrastructure. Civil disputes between property owners regarding tree maintenance, damage, or encroachment shall remain a private legal matter.

Chapter 15 - OFFENSES AND MISCELLANEOUS PROVISIONS

ARTICLE IX. – TREE PRESERVATION

...

Sec. 15-115. – Tree fund.

There is hereby established a tree fund, which shall be administered by the city manager or designee. All revenues and penalties received pursuant to this section, or for the enforcement thereof, and any donations or grant monies received to achieve tree preservation, replacement, or other landscaping initiatives, shall be deposited into the tree fund. Monies in the tree fund may be used toward the removal of dead or diseased trees, beautification activities in the form of landscaping, tree plantings and the like and for the maintenance thereof to improve public property but may not be used in any manner that will profit the grantee. Tree replacement fees shall be calculated at the rate of two hundred fifty dollars (\$250.00) per tree. The amount paid to the tree fund shall be applied at a maximum of two thousand five hundred dollars (\$2,500.00) per acre (or fraction thereof) with a maximum total payment of one hundred thousand dollars (\$100,000.00) per development

...

Section 2. That except as amended herein, all other provisions of Chapter 12 and Chapter 15 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. That all rights and remedies which have accrued in favor of the City under Chapter 12 and Chapter 15 and any amendments thereto shall be and are preserved for the benefit of the City.

Section 4. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Incorporation into Code of Ordinances. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as additions or amendments thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 7. Publication. The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the City of Alvin Charter.

Section 8. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED AND APPROVED on this 6th day of March 2025.

CITY OF ALVIN, TEXAS:

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

ORDINANCE NO. 25-E

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 12 - HEALTH AND SANITATION, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF ADDING SECTION 12-11, REMOVAL OF DEAD OR DISEASED TREES; AND AMENDING CHAPTER 15 - OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE IX. - TREE PRESERVATION, FOR THE PURPOSE OF AMENDING SECTION 15-115, TREE FUND; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin is continually reviewing the provisions of the City Code of Ordinances to ensure that it meets the current needs of the City and reflects current practice;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That Chapter 12, Health and Sanitation, and Chapter 15, Tree Preservation, of the Code of Ordinances, City of Alvin, Texas, are hereby amended to read as follows:

Chapter 12 – HEALTH AND SANITATION ARTICLE I. – IN GENERAL

...

Sec. 12.11 – Removal of Dead or Diseased Trees.

- (a) The City shall have the right to cause the removal of any dead or diseased trees located on private property within the City when such trees are determined by a third-party certified arborist to constitute a potential threat to the public electric infrastructure. A tree may be considered a potential threat if it is leaning, structurally unsound, or otherwise likely to fall onto the public power lines.
- (b) The City shall notify the property owner in writing of such trees, and the owner shall remove the dead or diseased tree(s) at their own expense within 60 days after the date of service of the notice.
- (c) If the owner does not remove the dead or diseased tree(s) within sixty (60) days of the date of receipt of the notice, the City shall have the authority to remove such dead or damaged tree(s) and charge the expenses to the owner of the property. The City may assess the costs of the work or improvements against the real estate upon which the work or improvement

is performed. The City shall be entitled to collect a charge in the amount set forth in [chapter 28](#) of this Code for administrative expenses in carrying out the terms of this chapter in addition to the actual fees paid by the city for the removal of the dead or diseased tree(s).

- (d) In the event a tree poses an immediate and imminent danger to the public electrical infrastructure, the City may take emergency action to remove the tree without prior notice to the owner. In such cases, the City shall notify the owner as soon as practicable and may assess the cost of removal as outlined in subsection (c) above.
- (e) If dead or diseased tree(s) are removed by the City under the provisions of section (c) above, the City shall be entitled to file a lien against the real estate upon which the work or improvement is performed, pursuant to section 12-7 above.
- (f) Neither the failure of the owner to remove the dead or diseased tree(s), nor the assessment of expenses against the owner for such removal, shall render the owner criminally liable or subject to prosecution pursuant to Chapter 12-9 of this chapter.
- (g) This section shall not apply to disputes between private property owners concerning trees that do not threaten the public electrical infrastructure. Civil disputes between property owners regarding tree maintenance, damage, or encroachment shall remain a private legal matter.

Chapter 15 - OFFENSES AND MISCELLANEOUS PROVISIONS

ARTICLE IX. – TREE PRESERVATION

...

Sec. 15-115. – Tree fund.

There is hereby established a tree fund, which shall be administered by the city manager or designee. All revenues and penalties received pursuant to this section, or for the enforcement thereof, and any donations or grant monies received to achieve tree preservation, replacement, or other landscaping initiatives, shall be deposited into the tree fund. Monies in the tree fund may be used toward the removal of dead or diseased trees, beautification activities in the form of landscaping, tree plantings and the like and for the maintenance thereof to improve public property but may not be used in any manner that will profit the grantee. Tree replacement fees shall be calculated at the rate of two hundred fifty dollars (\$250.00) per tree. The amount paid to the tree fund shall be applied at a maximum of two thousand five hundred dollars (\$2,500.00) per acre (or fraction thereof) with a maximum total payment of one hundred thousand dollars (\$100,000.00) per development

...

Section 2. That except as amended herein, all other provisions of Chapter 12 and Chapter 15 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. That all rights and remedies which have accrued in favor of the City under Chapter 12 and Chapter 15 and any amendments thereto shall be and are preserved for the benefit of the City.

Section 4. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Incorporation into Code of Ordinances. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as additions or amendments thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

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Section 8. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED AND APPROVED on this 6th day of March 2025.

CITY OF ALVIN, TEXAS:

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 3/6/2025

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Discuss and consider a request from Brazoria County to waive impact fees in the amount of \$59,483.00 for the construction of the new Brazoria County Annex Building on Victory Lane.

Type of Item: Action Item

Summary: Brazoria County is constructing a new County Annex Building at 248 Victory Lane. The facility will be approximately 26,651 square feet and will house various County services, including Justice of the Peace offices, administrative areas, healthcare facilities, and restrooms.

An impact fee is a one-time charge imposed by a local government on new development projects to help fund the expansion of public infrastructure needed to support that development.

As part of the project, the site will require two 2-inch meters — one for water and sewer services and another for irrigation. Based on the City's impact fee structure, the total impact fee assessment for these meters is \$59,483.00. Local Government Code, Section 395.022 does not mandate or require that political subdivisions and other governmental entities pay impact fees.

Commissioner Adams, on behalf of Brazoria County, has requested the waiver of said fees.

As a result of many years of Brazoria County-coverage in the City's 100' strip, staff recommends waiving the impact fees.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 2/27/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Brazoria County Letter of Request

Recommendation: Move to approve the request from Brazoria County to waive impact fees in the amount of \$59,483.00 for the construction of the new Brazoria County Annex Building on Victory Lane.

Reviewed by Department Head, if applicable: ☐
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐
Reviewed by City Manager, if applicable: ☒

STACY L. ADAMS
County Commissioner
Precinct #3
281-331-4392



NORTH SERVICE CENTER
P.O. Box 548
Alvin, Texas 77512
281-331-3197
Fax 281-331-6586

February 26, 2025

City of Alvin
Attn: Junru Roland
216 West Sealy Street
Alvin, Texas 77511

RE: Victory Lane Project

Dear Mr. Roland,

Confirming our prior conversations regarding the new Brazoria County building on Victory Lane, please accept this letter for City Council consideration of addressing a couple of issues.

The County requests the waiving of Impact Fees for the project. Traditionally, as the County and Cities work together to bring services to the citizens the waiving of impact fees on County projects has been requested and approved in the past.

Additionally, the County requests a variance on sidewalk requirements on Gordon and Bypass 35. These sidewalks would not offer any connectivity and the costs associated with them would not be in the taxpayer's best interest. The required sidewalk on Victory Lane would be constructed as required.

We value our working relationship with the City of Alvin and hope the Council will be agreeable to these minor requests.

Should you have any questions or concerns please reach out to me.

Sincerely,

Stacy L. Adams
Commissioner – Pct. 3



AGENDA COMMENTARY

Meeting Date: 3/6/2025

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Discuss and consider a request from Brazoria County to waive the requirements outlined in Section IV – Street Paving Design of the City of Alvin Design Criteria Manual, specifically Section H – Requirements for Curbs and Sidewalks, which mandates that sidewalks be installed along all street frontages within the City of Alvin, in relation to the construction of the new Brazoria County Annex building on Victory Lane.

Type of Item: Action Item

Summary: Brazoria County is constructing a new County annex building on Victory Lane and has requested a waiver from the City of Alvin's sidewalk installation requirements as outlined in Section IV – Street Paving Design of the City of Alvin Design Criteria Manual, specifically Section H – Requirements for Curbs and Sidewalks. The current requirement mandates that sidewalks be installed along all street frontages within the city.

As part of their development, Brazoria County has committed to installing sidewalks along Victory Lane. However, they are requesting a waiver for the installation of sidewalks along North Gordon Street and Bypass 35, citing that these sidewalks would not provide meaningful connectivity to the existing pedestrian network. Given the current infrastructure and surrounding area, the sidewalks along North Gordon and Bypass 35 would not effectively link to other walkable pathways or destinations.

Design Criteria Manual:

H. Requirements for Curbs and Sidewalks

1. Standard height is 6-inches or 4 inch by 12 inch wide for curb located along outside edges of residential streets. Curb height for streets other than residential shall be 6 inches. The curb height for all esplanades shall be 6-inches.
2. Sidewalk wheelchair ramps shall be required at all intersections and driveways. Ramps shall not direct pedestrians toward the center of an intersection.
3. Sidewalks shall be provided for all developments. Concrete sidewalks (4 feet wide 4 inches thick with steel reinforcement) shall be required along all street frontage.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 3/3/2025 SLH

Finance Review Required: N/A ☒ Required ☐ Date Completed: _____

Supporting documents attached:

1. Brazoria County Letter of Request
 2. Site plan - Pages from CONSTRUCTION SET 011025
-

Recommendation: Move to approve/deny Brazoria County's request to waive the requirements **to install sidewalks along North Gordon Street and Bypass 35** as outlined in Section IV – Street Paving Design of the City of Alvin Design Criteria Manual, specifically Section H – Requirements for Curbs and Sidewalks, which mandates that sidewalks be installed along all street frontages within the City of Alvin, in relation to the construction of the new Brazoria County Annex building on Victory Lane.

Reviewed by Department Head, if applicable: ☐
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐
Reviewed by City Manager, if applicable: ☒

STACY L. ADAMS
County Commissioner
Precinct #3
281-331-4392



NORTH SERVICE CENTER
P.O. Box 548
Alvin, Texas 77512
281-331-3197
Fax 281-331-6586

February 26, 2025

City of Alvin
Attn: Junru Roland
216 West Sealy Street
Alvin, Texas 77511

RE: Victory Lane Project

Dear Mr. Roland,

Confirming our prior conversations regarding the new Brazoria County building on Victory Lane, please accept this letter for City Council consideration of addressing a couple of issues.

The County requests the waiving of Impact Fees for the project. Traditionally, as the County and Cities work together to bring services to the citizens the waiving of impact fees on County projects has been requested and approved in the past.

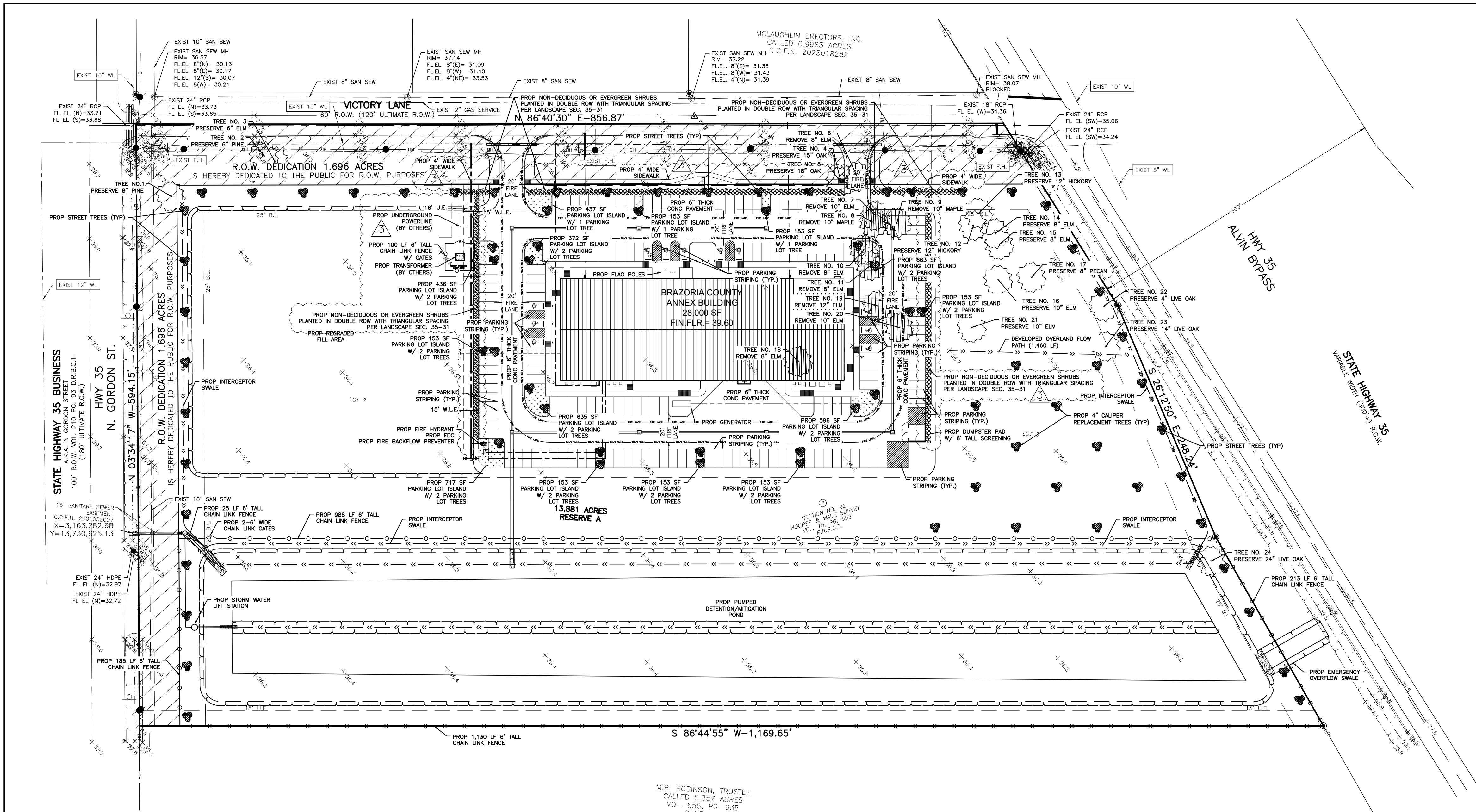
Additionally, the County requests a variance on sidewalk requirements on Gordon and Bypass 35. These sidewalks would not offer any connectivity and the costs associated with them would not be in the taxpayer's best interest. The required sidewalk on Victory Lane would be constructed as required.

We value our working relationship with the City of Alvin and hope the Council will be agreeable to these minor requests.

Should you have any questions or concerns please reach out to me.

Sincerely,

Stacy L. Adams
Commissioner – Pct. 3



NCRS DEVELOPED TC CALCULATIONS	
$T_c = T_{sh} + T_{tc} + T_{db}$	
SHEET FLOW TIME CALCULATIONS	
$T_{sh} = 0.0077 (L_{sh}^2 / S_{sh})^{0.8} (P_2 / 0.5 S_{sh})^{0.4}$	
$L_{sh} =$	82 FT (TOTAL FEET - 100 FT SHEET FLOW)
$P_2 =$	16.13 UNPAVED SURFACE
$S_{sh} =$	0.0016 FT/FT
Tsh=	0.36 HOURS
SHALLOW CONCENTRATION FLOW	
$T_{tc} = L_{tc} / (3600 * K * S_{tc}^{0.5})$	
$L_{tc} =$	82 FT (TOTAL FEET - 100 FT SHEET FLOW)
$K =$	16.13 UNPAVED SURFACE
$S_{tc} =$	0.0016 FT/FT
Ttc=	0.035 HOURS
CHANNEL FLOW (DITCH/POND)	
$T_{db} = L_{db} / (3600 * 1.49 / n * R^{2/3} * S_{db}^{1/2})$	
$L_{db} =$	1170 FT
$n =$	0.025 EARTH CHANNEL; GRASS SOME WEEDS
$R =$	5.61 FT (CHANNEL AREA/PERIMETER)
$S_{db} =$	0.0015 FT/FT
Tdb=	0.04 HOURS
CHANNEL FLOW (STORM SEWER)	
$T_{db} = L_{db} / (3600 * 1.49 / n * R^{2/3} * S_{db}^{1/2})$	
$L_{db} =$	105 FT
$n =$	0.013 HDPE
$R =$	6.28 FT (CHANNEL AREA/PERIMETER)
$S_{db} =$	0.0018 FT/FT
Tdb=	0.002 HOURS
TOTAL TIME OF CONCENTRATION	
Tc=	0.440 HOURS
	26.43 MINUTES

TREE LEGEND	
	TREE TO BE REMOVED
	TREE TO REMAIN
	PROP TREE FROM LIST
	PROP 3' TALL SHRUB
TREE LIST	
COMMON NAME	
BUR OAK	
LIVE OAK	
SHUMARD OAK	
SOUTHERN RED OAK	
TEXAS OAK	
WATER OAK	
WHITE OAK	
AMERICAN ELM	
CEDAR ELM	
CHINESE ELM	
CHINESE PISTACHE	
AMERICAN SYCAMORE	
BALD CYPRESS	
LOBLOLLY PINE	
RED MAPLE	
RIVER BIRCH	
SOUTHERN MAGNOLIA	
SAVANNAH HOLLY	

15631 BRAZORIA COUNTY ALVIN ANNEX BUILDING			
TREE TABLE			
TREE No.	TREE TYPE	DIAMETER (in)	DISPOSITION STATUS
1	PINE	8	PRESERVE
2	PINE	6	PRESERVE
3	ELM	6	PRESERVE
4	OAK	15	PRESERVE
5	OAK	18	PRESERVE
6	ELM	8	REMOVE
7	ELM	10	REMOVE
8	MAPLE	10	REMOVE
9	MAPLE	10	REMOVE
10	ELM	8	REMOVE
11	ELM	8	REMOVE
12	HICKORY	12	PRESERVE
13	HICKORY	12	PRESERVE
14	ELM	8	PRESERVE
15	ELM	8	PRESERVE
16	ELM	10	PRESERVE
17	PECAN	8	PRESERVE
18	ELM	8	REMOVE
19	ELM	12	REMOVE
20	ELM	10	REMOVE
21	ELM	10	PRESERVE
22	OAK	4	PRESERVE
23	OAK	14	PRESERVE
24	OAK	24	PRESERVE
TOTAL TREE CALIPER INCHES REQUIRED		46	
TOTAL 4" CALIPER TREES PROVIDED		12	

STREET TREES
STREET LENGTH (SH 35 BYPASS) = 604.8 FT.
STREET TREES REQUIRED = (604.8 FT / 50) = 12.1 TREES (USE 12 TREES)
STREET LENGTH (VICTORY LANE) = 854.1 FT.
STREET TREES REQUIRED = (854.1 FT / 50) = 17.1 TREES (USE 17 TREES)
STREET LENGTH (N GORDON ST) = 534.2 FT.
STREET TREES REQUIRED = (534.2 FT / 50) = 10.7 TREES (USE 11 TREES)
TOTAL NUMBER OF STREET TREES REQUIRED = 40 TREES
TOTAL NUMBER OF STREET TREES PROVIDED = 40 TREES

PARKING LOT ISLANDS
TOTAL NUMBER OF PARKING SPACES = 166 SPACES
PARKING LOT ISLANDS REQUIRED = (166 SPACES / 15) = 11.1 ISLANDS (USE 12)
PARKING LOT ISLANDS PROVIDED = 14 ISLANDS
PARKING LOT ISLAND AREA REQUIRED = (12 ISLANDS X 162 SF) = 1,944 SF
PARKING LOT ISLAND AREA PROVIDED = 4,927 SF
PARKING LOT TREES REQUIRED = (12 ISLANDS X 2 TREES) = 24 TREES
PARKING LOT TREES PROVIDED = 24 TREES

* STREET AND PARKING LOT TREES SHALL BE 3" CALIPER, 7 TALL (MIN) WITH A MATURE CROWN SPREAD OF 15' AND SELECTED FROM THE CITY OF ALVIN APPROVED TREE LIST

** SHRUBS SHALL BE A NON-DECIDUOUS OR EVERGREEN SHRUB WITH A MIN. OF 24" IN HEIGHT AT PLANTING

TREE PRESERVATION
NUMBER OF TREES TO BE REMOVED = 5 TREES
TOTAL CALIPER INCHES OF TREES REMOVED = 46 INCHES
NUMBER OF 4" CALIPER TREES TO BE PROVIDED = 12 TREES
TOTAL CALIPER INCHES OF TREES TO BE PROVIDED = 48 INCHES

FLOOD ZONE STATEMENT
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP No. 48039C0155K, REVISED DATE OF DECEMBER 30, 2020, THE SURVEYED PROPERTY LIES WITHIN ZONE "AO", BASE FLOOD DEPTH OF 1.0'

ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM 1983 (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.

REFERENCE BENCHMARK:
GPS CONTROL MONUMENT NUMBER: 0108
3-1/2" BRASS DISC SET ON 8" IRON ROD BELOW GRADE,
EAST SIDE OF STATE HIGHWAY 35 AT THE BRAZORIA COUNTY NORTH SERVICE CENTER (PRECINCT 3 OFFICE) (2508 N GORDON).
GRID NORTHING: 13,728,531.130
GRID EASTING: 3,163,415.902
STATE PLANE COORDINATE, TEXAS SOUTH CENTRAL ZONE (4204), NAD83 (NAZ011), 2010 EPOCH

LEGEND
C.C.F.N. = COUNTY CLERK'S FILE NUMBER
O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS
B.R.B.C.T. = BRAZORIA COUNTY, TEXAS
D.R.B.C.T. = DEED RECORDS BRAZORIA COUNTY TEXAS.
C.I.R. = CAPPED IRON ROD
I.R. = IRON ROD
I.P. = IRON PIPE
FND. = FOUND
R.O.W. = RIGHT-OF-WAY
VOL. = VOLUME
PG. = PAGE



Brazoria County
Alvin Annex
Building
248 Victory Lane
Alvin, Tx 77511
Contact: Gerald Hendricks



Integrated Architecture & Design, LLC
107 West Way, Suite 16
Lake Jackson, Texas 77566
979.297.1411 p. 979.297.1418 f.
www.iadarchitects.com

PROJECT CONSULTANTS

Civil
Baker & Lawson, Inc.
4005 Technology Dr., #1530
Angleton, Tx. 77515
979.849.6681 p.
Structural
CJG Engineers
3200 Wilcrest Dr., Suite 305
Houston, TX 77042
713.780.3345 p.
Mechanical, Electrical, & Plumbing
DVO an Urban-Gro Company
825 Town and Country Lane, Suite 1150
Houston, TX 77042
281.293.7500 p.



iAD PROJECT # 23019
ISSUE DATE: 04/01/24

04/01/24 FOR BIDDING & PERMITTING
10/10/2025 ISSUE FOR CONSTRUCTION

REVISION LOG
01/10/2025 CITY COMMENTS

SITE & LANDSCAPING PLAN

C3.00

SCALE: AS NOTED
COPYRIGHT iAD ARCHITECTS, LLC



AGENDA COMMENTARY

Meeting Date: 3/6/2025

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider Ordinance 25-F of the City Council of the City of Alvin, Texas, amending Ordinance 24-Z, passed and approved September 5, 2024, same being an ordinance approving and adopting the City of Alvin's Budget for Fiscal Year 2024-25, by approving a budget amendment to the original 2024-25 budget; providing for supplemental appropriation and/or transfer of funds for the purpose of amending the budget of the General Fund by \$55,000 to fund the hiring of an Assistant City Attorney for the legal department; providing for severability; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: A budget amendment is proposed for the current fiscal year to allocate funding for a part-time Assistant City Attorney. This position has been previously discussed during budget deliberations and in evaluations with the City Attorney. Due to the increasing workload within the Legal Department, this amendment is recommended to ensure the continued delivery of timely and efficient legal services.

The Assistant City Attorney will report to the City Attorney and support the Legal Department by providing legal counsel, assisting with contract reviews, ordinance development, prosecution, litigation support, and other essential legal matters.

The proposed amendment will appropriate funds from the General Projects Fund to the Legal Department's salary budget to cover this position for the remainder of FY25.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☐ No ☒ N/A ☐

Funding Account: 111-400100 to 111-1003-00-1001 **Amount:** \$55,000 **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 3/3/2025 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** _____

Supporting documents attached:

1. Ord 25-F; Budget Amendment Assistant City Attorney
2. EXHIBIT A - Asst City Atty
3. Job Description - Assistant City Attorney 2025

Recommendation: Move to approve Ordinance 25-F of the City Council of the City of Alvin, Texas, amending Ordinance 24-Z, passed and approved September 5, 2024, same being an ordinance approving and adopting the City of Alvin's Budget for Fiscal

Year 2024-25, by approving a budget amendment to the original 2024-25 budget; providing for supplemental appropriation and/or transfer of funds for the purpose of amending the budget of the General Fund by \$55,000 to fund the hiring of an Assistant City Attorney for the legal department; providing for severability; and providing for other matters related thereto.

Reviewed by Department Head, if applicable: ____

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: ____

Reviewed by City Manager, if applicable: X

ORDINANCE 25-F

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AMENDING ORDINANCE NO. 23-Z, PASSED AND APPROVED SEPTEMBER 5, 2023, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET FOR FISCAL YEAR 2024-25, BY APPROVING A BUDGET AMENDMENT TO THE ORIGINAL 2024-25 BUDGET; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF FUNDS FOR THE PURPOSE OF AMENDING THE BUDGET OF THE GENERAL PROJECTS FUND BY \$55,000 TO FUND THE HIRING OF AN ASSISTANT CITY ATTORNEY FOR THE LEGAL DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That the City of Alvin 2024-25 Fiscal Year Budget is hereby amended by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. All portions of the existing Alvin 2024-25 Fiscal Year Budget, except as amended herein, shall remain in full force and effect, and are not otherwise affected by the adoption of this amendatory ordinance.

Section 3. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

PASSED and APPROVED on the 6th day of March 2025.

CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary

EXHIBIT "A"

Account Number	Account Description	Amount	Reason
111-400100	Sales Tax Revenue	\$ 3,455,945.00	Budgeted amount FY25
		\$ 55,000.00	Additional revenue collected
		\$ 3,510,945.00	Amended FY25 amount
111-1003-00-1001	Salaries	\$ 256,000.00	Beginning amount FY25
		\$ 55,000.00	Salary for Asst City Attorney
		\$ 311,000.00	Amended FY25 amount



Job Title: Assistant City Attorney
Reports to: City Attorney
Position Type: Part-Time

FLSA Status: Exempt
Pay Grade: 32
Revision Date: 2/2025

GENERAL STATEMENT OF JOB

This is a professional, part-time, on-site position in the City Attorney's Office. An individual in this position will provide legal services to the City Alvin as directed by and under the supervision of the City Attorney.

ESSENTIAL JOB FUNCTIONS AND RESPONSIBILITIES

The list of essential functions and responsibilities, as outlined herein, is intended to be representative of the tasks performed within this position. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Serve as legal advisor for the Police Department, Code Compliance Department, and other City departments as required. Research, review, and analyze applicable statutes and case law and advise police officers, code compliance officers, and other city employees regarding legal issues pertaining to detection, investigation, and prosecution of criminal cases and enforcement actions; advise police and code compliance officers and others regarding changes in law and/or procedures.
- Prosecute misdemeanor criminal and civil (including Code violations) in Municipal Court, including both bench and jury trials; draft and review complaints and motions; review investigatory reports; interview complainants and witnesses; and confer with police, detectives, Code Enforcement and Animal Control officers, the District Attorney, and others, as necessary.
- Provide legal guidance and assistance with employee disciplinary investigations; represent the City in defense of police officer disciplinary actions at various hearings including Civil Service Commission hearings and third-party arbitrations.
- Review and respond to Texas Public Information Act requests received by the Police Department and responsive records to timely respond to or request Attorney General Opinions regarding exceptions to release.

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- Draft, analyze, and review a broad range of transactional instruments, including ordinances, resolutions, policies, inter-local agreements, memorandum of understanding, economic development agreements, and other various contracts.
- Assist with claims from City residents arising out of personal injuries or property damage, and auto occurrences; maintaining records; corresponding with insurance provider involving the status and resolution of claims.
- Attend various City Council, board, commission, and departmental meetings to provide legal assistance as instructed by the City Attorney.
- Adhere to regular and timely attendance at work, with ability to be flexible regarding part-time schedule.

Knowledge of:

- Rules and regulations pertaining to legal confidentiality;
- Municipal codes, ordinances, City Charter, and state/federal laws governing city administration;
- Municipal organization and City Manager form of government;
- Planning and zoning laws, eminent domain, contract law, civil and criminal procedures, and all other laws directly or indirectly affecting city government;
- Open meetings and open records laws; and
- Civil law, judicial procedure and rules of evidence, processing, recording and preparing legal documents, records, and principles and methods of legal research.

Skills:

- Establishing and maintaining effective working relationships;
- Communicating effectively, both orally and in writing, with court officials, citizens, City Council, City staff, and state officials;
- Interpreting legislation, legal concepts and policies, to draft pleadings, memos, and other legal documents;
- Reading, writing and interpreting various legal documents;
- Writing reports and memoranda and preparing legal documents accordingly;

ASSISTANT CITY ATTORNEY

- Analyzing legal documents; reviewing and evaluating pertinent decisions, policies, regulations and other legal matters; and
- Exhibiting confidence when handling sensitive or potentially sensitive information and always applying sound judgment and discretion during discussions involving such information.

REQUIREMENTS

- Bachelor's degree and Juris Doctorate from an ABA accredited law school is required.
- Licensed to practice law in the State of Texas with membership in good standing in the State Bar of Texas.
- At least three (3) to five (5) years of experience in the practice of law. Previous criminal law (preferably as a prosecutor), and/or municipal law experience is preferred.
- Valid Class "C" Texas Driver's License is required.

ADA/EEO Compliance

The City of Alvin is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

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.

This job description does not constitute an employment agreement between the City of Alvin and the employee and is subject to change by the City of Alvin as the needs of the City and requirements of the job change.