

**CONTRACT BETWEEN CITY OF PENSACOLA AND
VORTEX LINING SYSTEMS, LLC
BASED UPON QUOTE REQUEST**

THIS CONTRACT ("Contract") is made this 25th day of March, 2021, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and VORTEX LINING SYSTEMS, LLC, ("Contractor"), a limited liability company authorized to do business in Florida, located at 18150 IMPERIAL VALLEY DRIVE, HOUSTON TEXAS 77060, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City requested a quote on September 22, 2020, as described in a project manual, scope of work, statement of work, or other document, and any applicable addenda, all such documents collectively referred to as the "Quote Documents" and attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, in response to the City's request, the Contractor submitted to the City a proposal dated December 28, 2020, ("Proposal") attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has accepted the Proposal; and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Quote Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.

The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.

The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship

will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.

Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.

The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of TWO HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED EIGHTY-FOUR DOLLARS AND TWENTY-FIVE CENTS (\$231,284.25) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? ☒ Yes ☐ No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.

No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.

This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.

Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.

Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.

The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR

VORTEX LINING SYSTEMS, LLC
(Contractor's Name)

By [Signature]
Member

BJ Kerstiens
(Printed Member's Name)

By: [Signature]
Member

Wesley Kingery
(Printed Member's Name)

CITY OF PENSACOLA, FLORIDA

[Signature]

Kerrith Fiddler
OU=Office of the Mayor, O=City of
Pensacola, CN=Kerrith Fiddler,
E=kfiddler@cityofpensacola.com
your signing location here
2021-03-25 14:05:31

for

Mayor, Grover C. Robinson, IV

Attest:

Ericka L. Burnett

City Clerk, Ericka L. Burnett



Approved as to Substance:

[Signature]

Director of Public Works and
Facilities/City Engineer

Legal in form and execution:

[Signature]

Heather F Lindsay
Assistant City Attorney
2021-03-24 17:22:11

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBRICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT A

QUOTE DOCUMENTS ON FILE IN

Public Works, Engineering and Construction Services

EXHIBIT B
PROPOSAL



LINING SYSTEMS

To:	THE CITY OF PENSACOLA	Contact:	Roger Williams
Address:	2757 North Palafox Street Pensacola, FL	Phone:	(850) 436-5530
		Email:	RWilliams@cityofpensacola.com>
Project Name:	FL - Pensacola - Spring Street Culvert Rehab (R6) Structure+60'	Bid Number:	HGAC: R6 -TP07-18; 201444
Project Location:	N Springs, Pensacola	Bid Date:	9/22/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1-Base Bid					
001 - P35	Travel And Mobilization - Florida	1.00	EACH	\$15,000.00	\$15,000.00
002 - A36	36" Clean And TV Storm Sewer	60.00	LF	\$41.40	\$2,484.00
003 - B1	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	60.00	LF	\$405.00	\$24,300.00
004 - A53	21" - 36" Post TV Inspection After Rehabilitation (*Providing Video Using GoPro)	60.00	LF	\$9.00	\$540.00
005 - G26	Manhole - Structure Rehabilitation - 1-inch Geopolymer Liner (S-7 Conflict MH; 6' Dia. MH - 9.5' Deep) (*Does Not Include Vacuum Testing)	179.00	SF	\$100.00	\$17,900.00
006 - B35	INFILTRATION CONTROL- CHEMICAL GROUT - *will Bill As Needed To Stop Heavy Infiltration	0.00	GAL	\$437.93	\$0.00
Total Price for above 1-Base Bid Items:					\$60,224.00
2-Alternate					
007 - O11	Barricades, Signs, And Traffic Diversion (per Setup, For The Duration Of The Project)	1.00	EACH	\$6,500.00	\$6,500.00
008 - O12	Traffic Control Plan (per Setup) *will Bill As Needed	0.00	EACH	\$450.00	\$0.00
009 - O13	Flagmen (2 Men For 10 Hrs/DY) *will Bill As Needed, Incase If Needed To Maintain Traffic Going In And Out Of Site Surrounding Businesses/Parking Lots	0.00	EADY	\$1,100.00	\$0.00
Total Price for above 2-Alternate Items:					\$6,500.00

Notes:

- Entire length and condition of host pipes is unknown. We were not provided with full length inspection video. Therefore, our liner thickness is based on preliminary analysis and assumptions. We reserve the right to revise our thickness and unit price depending on actual field conditions and or ovality. For bidding purposes, ovality was assumed at 0%.
NOTE: Prevailing wage rates have not been provided to QLS and therefore not included in this bid proposal.

Scope of work performed by QLS:

- Provide pre-work submittal
- Manufacturer Calculation for Fully Deteriorated Pipe Conditions
- Field Material testing (compressive only)
- Mobilize equipment and personnel necessary to complete rehabilitation
- Surface Preparation of pipe to receive geopolymer lining
- Spray application of specified structural GeoKrete liner
- Proposal does NOT include following:
 - Cold weather provisions - required when operating in temperatures 40 degrees F or below (no estimated field execution date provided). If site temperatures drop below 40 degrees we will require tents, heaters etc. If required they will be billed at \$5,000 per week for each week onsite.
 - Prevailing Wage Rates
 - Furnishing bid, performance, or payment bonds
 - Invert Repair
 - Bypass Pumping / damming / Flow Control
- Base bid does not include Traffic control (QLS requires a 20' x 50' (or 10' x 100') working area at primary manhole and a 10' x 10' working area at the secondary manhole during all Pre-Cleaning & lining operations.)
- **NOTE:** For this project our Primary set up will be in the intersection of Spring St and Chase. Our secondary setup will require diversion of traffic around the Storm manhole located in the intersection of Spring & Gregory. Maintenance of traffic at these locations will include the required Traffic barrels and signage as well as flaggers for the duration of the project. This proposal assumes equipment can be left on location overnight. QLS estimates that the duration of this traffic control setup will be approximately 2 days for Pre-Cleaning and 25 days for lining operations
- Please refer Alternate-1 for Traffic control unit pricing. Please note, Item 007 - O11 does not include any allowance related to maintenance of any active traffic to and from site surrounding businesses/parking lots. If needed to be charged based on unit pricing established at Item 009 - O13
- Heavy infiltration control (see note below) or invert repair
- Point repairs or pipe jacking
- Dust/Erosion Control
- Pressure grouting
- Well point/dewatering to lower water table
- Material disposal or obstruction removal
- Site clearing or excavation
- Site Restoration
- Permits, Fees (local, state or Federal)
- **General Notes & Conditions:**
 - Non-weather related delays (may include, but NOT limited to: Owner requested changes; Road closures due to community, city or private events; Utility conflicts or relocations not within our scope, any work stoppages outside the control of QLS) will result in additional fees of \$10,000/day.
 - Stop work due to insufficient bypass/water control will result in additional fees of \$10,000/day
 - Customer/Contractor to provide access for equipment within 50ft of pipe. Site access to be determined by physical inspection
 - Customer/Contractor to provide potable water supply (i.e. hydrant & meter in place) at no cost to QLS project team.
 - Pricing based on one (1) shift (10-12 hours/day; 6 days/week) and does not include working holidays and/or Sundays. If site hours are restricted to less than 10 hours a day, we reserve the right to adjust our unit rates accordingly.
 - Quantities and Infrastructure specific details relative to design inputs and installed material thickness are subject to change following field verification.
 - Heavy infiltration means infiltration that meets the definition of a runner or gusher, as defined by NASSCO's Pipeline Assessment Certification Program. Runner - water running into the sewer through a faulty joint or pipe wall. A continuous flow will be visible. Gusher - water entering the pipe under pressure through a defect or faulty joint.
 - QLS advises a minimum 30 day cure time of liner prior to any overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - QLS is not responsible for any damage to the Quadex liner from overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - When installing Geokrete on top of newly poured concrete, we recommend allowing at least 28 days of curing time before installing our Geokrete product to ensure the substrate has cured sufficiently.
 - Bid Proposal is good for 60 Days
 - QLS advises a minimum 30 day cure time of liner prior to any overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - Based on the video's provided by the owner/engineer our proposal includes cost associated with dewatering of water flow up to 1.5. Any efforts to manage/handle/bypass beyond these limits will be charged separately on as needed basis.
 - Based on the video's provided by the owner/engineer our proposal includes cost associated with cleaning storm pipe segments with silt not more than 1.5. Any efforts to clean/remove silt beyond these limits will be charged at \$235.00/Hr. Downtime for CCTV Crew associated with this heavy cleaning will be charged at \$215.00/Hr.

Payment Terms:

- Invoices must be paid 30 days from receipt. Unpaid invoices may be charged with a 6% interest fee.
- If this project is tax exempt, please include certificate with notification of award.

- Our Bid Proposal is valid for 60 days from the bid date.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, QLS reserves the right to adjust our unit price accordingly.
- Our proposal includes mobilization fee. If the Owner choose to allocate/release this project work along with "FL - Pensacola - Joe Pattis Parking Lot Culvert Rehab) IPRIME+; Estimate NO: 203953", then QLS will charge just 1-mobilization fee (Higher of the two) for both the projects

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: QLS Authorized Signature: _____ Estimator: Bhaumi Chaurasia (740) 707-1991 bchaurasia@vortexcompanies.com
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LINING SYSTEMS

To:	THE CITY OF PENSACOLA	Contact:	Brad Hinote
Address:	2757 North Palafox Street Pensacola, FL	Phone:	(850) 436-5530
		Email:	bradhinote@cityofpensacola.com
Project Name:	FL - Pensacola - Rehab - QLS (Wright To Gregory) - P7	Bid Number:	HGAC: R6 -TP07-18; 205451 - P7
Project Location:	Cypress Street, Pensacola	Bid Date:	12/28/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
002- A36	36" Clean And TV Storm Sewer	405.00	LF	\$28.00	\$11,340.00
003 - B1	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	405.00	LF	\$310.00	\$125,550.00
004 - A53	21" - 36" Post TV Inspection After Rehabilitation (*Providing Video Using GoPro)	405.00	LF	\$0.00	\$0.00
005 - G26	Manhole - Structure Rehabilitation - 1-inch Geopolymer Liner (US MH - 45" X 32" X 6' 3" Deep & DS MH 73" X 48" X 10)	322.27	SF	\$55.00	\$17,724.85
006 - G27	Manhole - Structure Rehabilitation - 1/2-inch Geopolymer Liner	322.27	SF	\$20.00	\$6,445.40
007 - B35	INFILTRATION CONTROL- CHEMICAL GROUT - *will Bill As Needed To Stop Heavy Infiltration	0.00	GAL	\$100.00	\$0.00
008 - O11	Barricades, Signs, And Traffic Diversion (per Setup, For The Duration Of The Project)	1.00	EACH	\$3,500.00	\$3,500.00
009 - O12	Traffic Control Plan (per Setup) *will Bill As Needed	0.00	EACH	\$2,500.00	\$0.00
010 - O13	Flagmen (per Flagger, Per Hour) *will Bill As Needed	0.00	HR	\$40.00	\$0.00

Total Bid Price: \$164,560.25

Notes:

- Entire condition of host structure is unknown. We were not provided with inspection video/reports. Therefore, our liner thickness is based on preliminary analysis and assumptions. We reserve the right to revise our thickness and unit price depending on actual field conditions. For bidding purposes, ovality was assumed at 0% for pipe structures.
NOTE: Prevailing wage rates have not been provided to QLS and therefore not included in this bid proposal.

Scope of work performed by QLS:

- Provide pre-work submittal
- Field Material testing (compressive only)
- Mobilize equipment and personnel necessary to complete rehabilitation
- Surface Preparation of pipe to receive geopolymer lining
- Pressure grouting (To Be Billed as Needed)

Proposal does NOT include by QLS:

- Cold weather provisions - required when operating in temperatures 40 degrees F or below (no estimated field execution date provided). If site temperatures drop below 40 degrees, we will require tents, heaters etc. If required, they will be billed at \$5,000 per week for each week onsite.
- Prevailing Wage Rates
- Furnishing bid, performance, or payment bonds
- Invert Repair
- Bypass Pumping / damming / Flow Control
- QLS requires a 20' x 50' (or 10' x 100') working area at primary manhole and a 10' x 10' working area at the secondary manhole during all Pre-Cleaning & lining operations.)
- Please refer Traffic control unit pricing. Please note, Item 008 does not include any allowance related to maintenance of any active traffic to and from site surrounding businesses/parking lots. If needed to be charged based on unit pricing established at Item 008 - 010
- Design
- Heavy infiltration control (see note below) or invert repair
- Point repairs or pipe jacking
- Dust/Erosion Control
- Well point/dewatering to lower water table
- Material disposal or obstruction removal
- Site clearing or excavation
- Site Restoration
- Permits, Fees (local, state or Federal)
- **General Notes & Conditions:**
 - Non-weather related delays (may include, but NOT limited to: Owner requested changes; Road closures due to community, city or private events; Utility conflicts or relocations not within our scope, any work stoppages outside the control of QLS) will result in additional fees of \$10,000/day.
 - Stop work due to insufficient bypass/water control will result in additional fees of \$10,000/day
 - Customer/Contractor to provide access for equipment within 50ft of pipe. Site access to be determined by physical inspection
 - Customer/Contractor to provide potable water supply (i.e. hydrant & meter in place) at no cost to QLS project team.
 - Pricing based on one (1) shift (10-12 hours/day; 6 days/week) and does not include working holidays and/or Sundays. If site hours are restricted to less than 10 hours a day, we reserve the right to adjust our unit rates accordingly.
 - Quantities and Infrastructure specific details relative to design inputs and installed material thickness are subject to change following field verification.
 - Heavy infiltration means infiltration that meets the definition of a runner or gusher, as defined by NASSCO's Pipeline Assessment Certification Program. Runner - water running into the sewer through a faulty joint or pipe wall. A continuous flow will be visible. Gusher - water entering the pipe under pressure through a defect or faulty joint.
 - QLS advises a minimum 30 day cure time of liner prior to any overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - QLS is not responsible for any damage to the Quadex liner from overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - When installing Geokrete on top of newly poured concrete, we recommend allowing at least 28 days of curing time before installing our Geokrete product to ensure the substrate has cured sufficiently.
 - Bid Proposal is good for 60 Days
 - QLS advises a minimum 30 day cure time of liner prior to any overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - Our proposal includes standard dewatering for 2" of flow or less. Any additional dewatering / bypass / or flow control beyond these efforts or greater than 200 GPM will be charged separately on as needed basis.

Payment Terms:

- Invoices must be paid 30 days from receipt. Unpaid invoices may be charged with a 6% interest fee.
- If this project is tax exempt, please include certificate with notification of award.
- Our Bid Proposal is valid for 60 days from the bid date.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, QLS reserves the right to adjust our unit price accordingly.
- Our mobilization unit price includes timing this project up with another local project in order to create a full weeks schedule. If the Owner / Contractor is not flexible in with the install schedule and needs us to mobilize sooner, Vortex reserves the right to add our mobilization unit rate accordingly.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:**QLS**

Authorized Signature: _____

Estimator: Bhaumi Chaurasia
(740) 707-1991 bchaurasia@vortexcompanies.com



Legislation Details (With Text)

File #: 21-00047 **Version:** 1 **Name:**
Type: Legislative Action Item **Status:** Passed
File created: 12/16/2020 **In control:** City Council
On agenda: 1/21/2021 **Final action:** 1/21/2021
Enactment date: **Enactment #:**
Title: SPRING STREET PIPE REHABILITATION
Sponsors: Grover C. Robinson, IV
Indexes:
Code sections:

Attachments: 1. Proposal - Spring Street Culvert Rehabilitation, 2. Brochure - Vortex HGAC Buy

Date	Ver.	Action By	Action	Result
1/21/2021	1	City Council	Approved	Pass
1/19/2021	1	Agenda Conference	Placed on Consent Agenda	Pass

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SPRING STREET PIPE REHABILITATION

RECOMMENDATION:

That City Council award a contract to Vortex Companies of Houston for stormwater system rehabilitation utilizing Houston Galveston Area Co-Operative (HGAC) Contract#TPO7-18 in the amount of \$231,284.25 plus a 10% contingency of \$23,128.43 for a total amount of \$254,412.68. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This project consists of rehabilitating an existing 36" stormwater pipe and associated underground structures (manholes) located on Spring Street between Wright and Chase Streets. The existing stormwater pipe and manholes are several decades old and in significant disrepair in numerous locations. As a result, the roadway above the pipe and structures has fallen in several times and has become a maintenance and safety issue to traffic. To minimize disruption to the roadway and to expedite the needed repairs, an in-place pipe lining system will be utilized to avoid excavating the roadway to remove and to replace the existing infrastructure in question. This process will ensure the

pipe and structure's longevity for several more decades and will significantly reduce potential public safety issues with the roadway and access to the Downtown Library. The City of Pensacola purchases products and equipment through the Houston Galveston Area Co-Operative (HGAC). It is a co-operative which procures competitive pricing from multiple vendors for a large variety of industry services. Vortex Companies offers a Quadex Lining System (QLS), which is a propriety system consisting of a geopolymer infused pipe lining product. Leon County and other Florida municipalities have used the same company under the HGAC contract for similar projects with good results.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 296,000.00

Actual:	\$ 231,284.25	Construction Contract
	23,128.43	10% Contingency
	3,469.12	Engineering Design (Completed)
	30,000.00	Engineering Management/Inspection (Estimate)
	<u>5,000.00</u>	Construction Testing/Misc. (Estimate)
	\$ <u>292,881.80</u>	TOTAL

FINANCIAL IMPACT:

This project's total approved budget is \$296,000.00 and is funded within the Stormwater Capital Projects Fund. To date, \$3,469.12 has been expended for completed items related to Engineering design and coordination. The remaining budget balance of \$292,530.88 is sufficient to cover the remaining items that have yet to be completed/expended.

CITY ATTORNEY REVIEW: Choose an item.

1/7/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
L. Derrik Owens, Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Proposal - Spring Street Culvert Rehabilitation
- 2) Brochure - Vortex HGAC Buy

PRESENTATION: No



CERTIFICATE OF LIABILITY INSURANCE

12/11/2021

DATE (MM/DD/YYYY)
3/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 3657 BRIARPARK DRIVE, SUITE 700 Houston TX 77042 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	Vortex Lining Systems 1406282 (See Attached Named Insured Schedule) 18150 Imperial Valley Dr. Houston TX 77060	E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	
		INSURER B: American Guarantee and Liab. Ins. Co.	
		INSURER C: Crum & Forster Specialty Insurance Co	
		INSURER D:	
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 17411208

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO 5597236-02	12/11/2020	12/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 5597237-02	12/11/2020	12/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	SXS 4233584 00	12/11/2020	12/11/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC 5616707-02	12/11/2020	12/11/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution (Claims Made)	Y	Y	PKC-110534	12/11/2020	12/11/2021	\$5,000,000 Each Occurrence \$5,000,000 Aggregate

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

Contractors Pollution Deductible: \$25,000 each pollution condition. Re: Project Name: FL - Pensacola - Rehab (Colfax Street - MH#1 Side Line) - P1;
Project Location: Colfax Street, Pensacola.

CERTIFICATE HOLDER

CANCELLATION See Attachments

17411208

The City of Pensacola
222 W Main Street
Pensacola FL 32502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording.

VORTEX NAMED INSUREDS

Vortex Infrastructure Holdco, LLC
Vortex Companies, LLC
Vortex Services, LLC
Vortex Infrastructure Services, LLC
Vortex Infrastructure Products, LLC
Vortex Infrastructure Holdings, LLC
Vortex Technology Group, LLC
Vaught Services, LLC
Vortex Turnkey Solutions, LLC
Quadex Lining Systems, LLC
Vortex West, LLC
Vortex Industrial Solutions, LLC
Ricor Services, LLC
VacVision Environmental, LLC
Quadex Acquisition, LLC
Quadex, LLC
Schwalm USA, LLC
Shoptrenchless.com LLC
Vortex Companies International, LLC
Quadex International, LLC
Vaught Holdings, LLC
Stag Acquisition, LLC
AquaPura, LLC
Midas South Central
Pipe Robotec
Midas Flow Controls – South Central, LLC
Ted Berry Company, LLC
Clear Drain of Main LLC
Ted Berry Trenchless Technology Team LLC
Vortex Services, LLC F/K/A VacVision Environmental, LLC
Vortex Geotechnical, LLC
Excavating Services, LLC
North American Pipeline Services, LLC

SAM Search Results
List of records matching your search for :

Search Term : Vortex Lining System, LLC*
Record Status: Active

No Search Results

CERTIFICATION

(Vortex Lining Systems, LLC)

Date: January 1, 2021

TO WHOM IT MAY CONCERN:

I, the undersigned Secretary and General Counsel of Vortex Companies, LLC, a Delaware limited liability company, hereby certify as follows:

- That Vortex Lining Systems, LLC was previously named Quadex Lining Systems, LLC, with such name change effective January 1, 2021;
- That Vortex Lining Systems, LLC is a wholly-owned subsidiary of Vortex Infrastructure Services, LLC, which is a wholly-owned subsidiary of Vortex Companies, LLC;
- That the following individuals are officers of Vortex Companies, LLC and Vortex Lining Systems, LLC, and are authorized signatories for Vortex Lining Systems, LLC, a Delaware limited liability company:

Michael Vellano	Chief Executive Officer
Wesley Kingery	President – Services
B.J. Kersteins	Regional Vice President, VLS
Matthew Samford	Chief Financial Officer
Louis Gastin	Assistant Secretary

- That each of the foregoing officers is authorized to execute bid packages, contracts, subcontracts, purchase orders, change orders and all other contract documents on behalf of the Company and fully bind the Company.

This Certification may be relied upon by third parties to confirm the authority of officers to act on behalf of the Company.

VORTEX LINING SYSTEMS, LLC

By: Vortex Infrastructure Services, LLC, its sole member

By: Vortex Companies, LLC, its sole member

By: 
Quin Breland, Secretary and General Counsel



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
VORTEX LINING SYSYTEMS, LLC

Filing Information

Document Number	M16000005626
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Event Date Filed	01/05/2021
Event Effective Date	NONE

Principal Address

18150 Imperial Valley Drive
HOUSTON, TX 77060

Changed: 04/20/2018

Mailing Address

18150 Imperial Valley Drive
HOUSTON, TX 77060

Changed: 04/20/2018

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 NORTH CALHOUN STREET
SUITE 4
TALLAHASSEE, FL 32301

Name Changed: 08/08/2016

Address Changed: 08/08/2016

Authorized Person(s) Detail

Name & Address

Title CEO

Vellano, Michael
18150 Imperial Valley Drive

HOUSTON, TX 77060

Title President

Wisener, Neil
18150 Imperial Valley Drive
HOUSTON, TX 77060

Title COO

Banchetti, Nick
18150 Imperial Valley Drive
HOUSTON, TX 77060

Title CFO

Samford, Matthew
18150 Imperial Valley Drive
HOUSTON, TX 77060

Title Member

Vortex Infrastructure Services, LLC
18150 Imperial Valley Drive
HOUSTON, TX 77060

Annual Reports

Report Year	Filed Date
2018	04/20/2018
2019	04/25/2019
2020	04/07/2020

Document Images

01/05/2021 -- LC Name Change	View image in PDF format
04/07/2020 -- ANNUAL REPORT	View image in PDF format
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