



SUBJECT: Sanitary Sewer Pipe Lining – Hampton Ln. and 6th Ave. S.

ACTION REQUESTED: Approval of sanitary sewer pipe lining contract with Vortex Companies, LLC, in the amount of \$47,855 with a 5% contingency of \$2,393 for a total of \$50,248.

REQUESTED BY: Renee Cooper, Public Works Director

SUPPORTING DOCUMENTS: Yes

SUMMARY

The City completed an I & I (Inflow and Infiltration) study in 2022. The study prioritized locations within the City's sanitary sewer system that were candidates for rehabilitation to prevent groundwater and stormwater from entering the City's sanitary sewer system. This is an on-going program. Staff continue to identify and address additional areas requiring rehabilitation. Lining for this contract includes locations on Hampton Ln. and 6th Ave. S. Rehabilitation through lining is less invasive than removal and replacement through open cut excavation.

The Interlocal Purchase System (TIPS) has successfully conducted their nationwide competitive bid process. The TIPS contract offers competitively solicited purchasing contracts for products and services to member agencies. Manhole lining can be found under TIPS Contract reference #231102.

Vortex Companies, LLC, was awarded a TIPS contract in May 2023. RFP No: 231102 was competitively bid on December 8, 2023. Vortex Companies, LLC, was awarded the TIPS contract on May 31, 2023. The terms of the TIPS contract are three (3) years with an option for one (1) additional renewal year. Staff has reviewed the TIPS contract, terms, and bid items and has applied these to the required rehabilitation work.

Vortex Companies, LLC, has submitted a quote in the amount of \$47,855 with a contingency of \$2,393 for a total of \$50,248 for this work. Public Works, Wastewater Division, has \$336,103 budgeted funds available in the Water & Sewer Renewal and Replacement Fund within the Enterprise Fund in FY25/26, account 048-4036-500-6300 Project UTS001 for this contract. Excess funds will be returned to the reserve fund.

Staff recommends approval of the sanitary sewer pipe lining contract with Vortex Companies, LLC, in the amount of \$47,855 with a contingency of \$2,393 for a total of \$50,248.

PIGGYBACKING AGREEMENT FOR SANITARY SEWER PIPE LINING

THIS PIGGYBACKING AGREEMENT FOR SANITARY SEWER PIPE LINING (“Agreement”) is entered into on this 6th day of April, 2026 (the “Effective Date”), by and between the **City of Safety Harbor, Florida**, a Florida municipal corporation (the “City”), and **Vortex Services, LLC**, a Delaware Limited Liability Company, with its principal place of business located at 18150 Imperial Valley Drive, Houston, Texas, 77060, a wholly-owned subsidiary of **Vortex Companies, LLC**, a Delaware Limited Liability Company having the same principal place of business (“Contractor”)(collectively, the “Parties”).

WHEREAS, when in its best interest, the City may contract with vendors who were successful competitive bidders and subsequently entered into an agreement with certain other entities pursuant to a “piggyback” procedure; and

WHEREAS, Contractor was a successful competitive bidder to The Interlocal Purchase System Invitation (TIPS) to Bid #231102 for Pipe Bursting, a true and accurate copy of which is attached as **Exhibit A** (the “Solicitation”), and true and accurate copies of Contractor’s response, bid tabulation, and award are attached hereto as **Composite Exhibit B**; and

WHEREAS, as a successful competitive bidder to the Solicitation, Contractor entered into a contract with TIPS, which is attached hereto as **Exhibit C** (“Original Contract”); and

WHEREAS, the Original Contract commenced on or about May 31, 2023, and expires on or about May 31, 2026 with the option for contract renewal; and

WHEREAS, the City desires to cooperatively purchase (i.e. piggyback) off of the Original Contract for services for the City to complete various pipe lining projects, as depicted on the scope of work attached as **Exhibit D** (the “City Project”); and

WHEREAS, Contractor represents and warrants that Contractor has acted at all times in accordance with the provisions of Florida law with respect to the Solicitation, its bid, and award; and

WHEREAS, Contractor is willing to perform the City Project pursuant to the terms of the Original Contract with only the modifications set forth herein so as to limitedly address the logistics of contracting with the City; and

WHEREAS, the City and Contractor desire to enter into this Agreement for Contractor to accomplish the City Project on the same terms, conditions, and specifications as the Original Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. The above recitals and all exhibits hereto are true and correct and incorporated herein by reference. Contractor’s representations and warranties set forth in the recitals as incorporated into this Agreement by this reference are a material component to the City’s ability to enter into this Agreement. Contractor shall fully indemnify, defend and hold harmless the City and its representatives, employees, officers, and commissioners, from any and all damages, causes of action, or claims of any kind related to Contractor’s representations and warranties set forth herein, the veracity of such representations and warranties, and all matters related thereto.

2. The terms and conditions of the Original Contract are hereby incorporated into this Agreement by reference. Contractor shall complete the City Project on the same terms, conditions, and scope as set forth in the Original Contract, except as specifically modified herein solely to account for the City as the purchaser. Such modifications shall not include any modification to the prices bid in response to the Solicitation or the scope of the work that will be provided. Contractor's work on the City Project shall at all times be at the same unit prices as set forth in the Original Contract.

3. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Original Contract, including any appendices, exhibits and/or addenda, this Agreement takes precedence over the Original Contract and its appendices, exhibits and/or addenda and any inconsistency between the Original Contract and its appendices, exhibits and/or addenda shall be resolved by giving precedence to the Original Contract.

4. All invoices shall be submitted in accordance with the Florida Prompt Payment Act, section 218.70, et seq, Fla. Statutes. All payments shall be due on the date established by the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Florida Prompt Payment Act is received by the City. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The City does not pay sales tax and will provide sales tax exemption information at the written request of Contractor, where necessary.

5. Prior to this Agreement taking effect, Contractor shall have in place the insurance coverages required by the Original Contract and shall provide certificates of insurance reflecting that the City of Safety Harbor, Florida its agents, employees and public officials are named as additional insureds.

6. The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance nonperformance of the duties of the Contractor under this Agreement, the enforcement of this Agreement, or resulting from the activities of the Contractor in any way connected to this Agreement. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring Contractor to indemnify the City, is intended to nor shall it be construed as an additional waiver of sovereign immunity by the City beyond the City's expressed written contractual obligations contained within this Agreement, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement or the Original Contract.

Subject to the limitations set forth in this section, Contractor shall assume control of the defense of any claim asserted by a third party against the City for which Contractor is obligated to indemnify, defend, and hold harmless the City under this section above and, in connection of such defense, shall appoint lead counsel in each case at Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this section, Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (a) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (b) the third party claim seeks an injunction or equitable relief against the City; or (c) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7. The Parties recognize that the City is a governmental entity which is subject to the public records and open meetings laws of the State of Florida and nothing contained herein shall be construed as authorizing or agreeing to any action which would violate such laws. Regardless of whether such information is marked or identified as such and notwithstanding any provision contained in this Agreement, no information claimed to be confidential shall include any information that must be disclosed pursuant to court order or under operation of law, including but not limited to the public records or public meetings laws of the State of Florida because such information is not otherwise exempt from the public records and open meetings laws of the state of Florida pursuant to a specific statutory exemption.

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs 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 term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all

applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. If Contractor does not comply with a Public Records request or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the City.

IF THE 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 CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: 727-724-1555

E-mail address: rtelesca@cityofsafetyharbor.com

Mailing address: 750 Main Street, Safety Harbor, Florida 34695

8. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified return receipt requested mail, addressed to the following:

To the City:
City of Safety Harbor, Florida
Attention: Josh Stefancic,
City Manager
750 Main Street
Safety Harbor, FL 33695

To Contractor:
Vortex Companies, LLC
5910 Hartford St.
Tampa, FL 33619

With required copy to:

Sarah Johnston
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33602

Either party may change its above noticed address by giving written notice to the other party in accordance with the notice requirements above.

9. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.
10. If any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired

thereby and this Agreement shall be treated as though the invalidated portion(s) had never been a part hereof.

11. The Parties represent and warrant that the persons executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

12. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work under this Agreement.

13. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

14. In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

Approved as to form:

CITY OF SAFETY HARBOR

Sarah Johnston, City Attorney

Mayor, Joe Ayoub

Attest:

Rachael Telesca, City Clerk

VORTEX INFRASTRUCTURE
SERVICES, LLC, a wholly-owned
subsidiary of VORTEX COMPANIES,
LLC.:

Signature

Name:

Title:

[Attest/Notary]