



**SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR THE
Halifax and Ridgemont Stormwater Pipe Lining**

Contract No. – K-2526-144

Maintenance Bond No. – MB-2526-41

Performance Bond – B-2526-55

Statutory Bond – B-2526-56

Project Agent Resolution – R-2526-102

**CITY OF NORMAN
225 N. WEBSTER
NORMAN, OKLAHOMA 73069
(405) 366-5452**

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AND
CONTRACT DOCUMENTS**

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C O N T R A C T

THIS CONTRACT made and entered into this ___ day of February, 2026, by and between Vortex Services, LLC as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has complied with the Oklahoma Competitive Bidding Act, by soliciting and receiving proposals for the furnishing of all labor and materials for the following projects:

K-2526-144 Halifax and Ridgemont Stormwater Pipe Lining

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR has submitted to the CITY in the manner and at the time specified, a proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) One Hundred Seventy Tow Thousand Six Hundred Thirty (DOLLARS):

(NUMERALS) (\$172,630.00)

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: all documents, drawings specifications, provisions and materials relating to Contractor's Bid or Proposal, the Construction, and Bonds thereto, including the Contractor's Proposal dated February 2, 2026, all of which documents are on file with the Purchasing Agent, and are made a part of this CONTRACT as fully as if the same were set out at length. Where a conflict exists between this Agreement and those other contract documents, the terms of this agreement shall control.

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

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Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

Halifax and Ridgemont Stormwater Pipe Lining

a. 60 Calendar Days

i. 60 Calendar Days does not include weather days

1. Weather days to be determined by the engineer or the streets program manager

Calendar Days does not include weather days

Weather days to be determined by the engineer or streets program manager

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

a. Payment for unit price items shall be at the unit price bid for actual construction quantities.

b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%, or as otherwise provided by applicable law.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

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8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

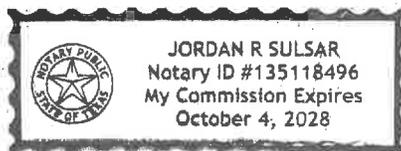
STATE OF Texas)
) ss:
COUNTY OF Harris)

Isaiah Bean, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.


Contractor

Subscribed and sworn to before me this 2nd day of February, 2026.


Notary Public



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IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the _____ day of _____ 20 __, and the _____ day of _____, 20__.

(Corporate Seal) (where applicable)

Principal

ATTEST:
Authorized Representative

Signed: [Signature]

[Signature]

Title: RVP

Witness (where applicable)

Address 521 Federal Road Livermore, ME 04253

Telephone: 713-750-9081

CITY OF NORMAN:

Approved as to form and legality this 6 day of February 2024.

[Signature]
City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 20__.

ATTEST:

City Clerk

Mayor

CONTRACT AFFIDAVIT

STATE OF Texas)
) ss:
COUNTY OF Harris)

Isaiah Bean, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Vortex Services, LLC to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Isaiah Bean
Contractor

Subscribed and sworn to before me this 2nd day of February, 2026.

Jordan R Sulsar
Notary Public

My Commission Expires:
10/04/2028





To: City Of Norman OK	Contact: Jason Murphy
Address: Norman, OK	Phone:
	Email: jason.murphy@normanok.gov
Project Name: OK - Norman - Storm Drain Rehab FY26	Bid Number: 2616192
Project Location: Halifax, Ridgemont, Norman, OK	Bid Date: 2/2/2026

Buy Board Contract #731-24

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
FY2026				
Mobilization - Oklahoma (reduced From \$45,000)	1.00	EACH	\$25,000.00	\$25,000.00
Halifax - UV CIPP Liners 180' X 30" - First 5.6mm (6.4mm Total)	180.00	LF	\$375.00	\$67,500.00
Halifax - UV CIPP Liners 180' X 30" - Additional 0.7mm (6.4mm Total) (reduced From \$27 Per Ft)	180.00	LF	\$15.00	\$2,700.00
Ridgemont - UV CIPP Liners 192' X 30" - First 5.4mm (6.4mm Total)	192.00	LF	\$375.00	\$72,000.00
Ridgemont - UV CIPP Liners 192' X 30" - Additional 0.7mm (6.4mm Total) (reduced From \$27 Per Ft)	192.00	LF	\$15.00	\$2,880.00
Payment & Performance Bond (1.5% Of Project Value)	1.00	LS	\$2,550.00	\$2,550.00
	Total Price for above FY2026 Items:			\$172,630.00

Total Bid Price: \$172,630.00

Notes:

- This Proposal was developed using rates established in Buy Board Contract #731-24
- Pre and post inspections are included.
- Proposal includes light cleaning (up to 2 passes) – additional cleaning will be charged at \$650/hr.
- Owner is responsible for removing weir wall prior to start of lining.
- All maintenance of traffic (MOT) and / or traffic control will be provided by Others.
- Proposal includes standard signs and cones. Any additional maintenance of traffic (MOT) needed will be provided by Others.
- Owner will provide a portable hydrant meter and access to onsite water for our use free of charge.
- Owner will provide a portable hydrant meter for our use. If there is not a hydrant nearby, or if we cannot lay 2" fire hose across the street to install our CIPP liner, the Owner may have to provide a water tanker trucks (including operators).
- Owner will provide a local area and pay disposal fees to dispose the debris that is pulled from the cleaning process after it is decanted. Disposal site must be less than 10 miles away from job site.
- Owner will be responsible for providing an onsite disposal area for any debris removed from the storm pipes. It will then be the Owner's responsibility to properly haul off and dispose this material.
- Owner will provide access to each and every manhole and or structure. This may include but not limited locating, exposing, and raising buried MH's prior to our crew mobilizing.
- If necessary, Owner will provide Permits & Fees. Vortex will provide our standard insurance coverage. OCP or railroad insurance & or longshoreman insurance is not included.
- Our Bid Proposal is valid for 30 days from the bid date.
- Site Restoration will be performed by Others.
- CIPP Samples can be provided at no additional cost. If 3rd party CIPP testing is required, it can be provided at \$450 per each test. There was no CIPP specification mentioning samples and testing for this bid.
- Standard wages are included. Therefore, Prevailing wages and or Union Wage Rates are not included in this bid proposal. Client / GC must notify Vortex if the project is Certified payroll prior to contract execution or additional fees may apply.
- Any delays besides weather that is outside of our control will be addressed by an applicable change order.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days
- Our bid proposal as submitted reflects the current material pricing established on or before the bid date listed within our proposal. In the event of unforeseen price increases of our raw materials, Vortex may request a change order for the City's consideration.

- Vortex's bid proposal shall be incorporated into the subcontract agreements. Vortex will initiate this project upon an agreement or receipt of a subcontract or purchase order. Copies of payment and performance bonds must be provided to Vortex.
- **Condition of Property:** The parties acknowledge that the nature of the Work to be performed hereunder at the Property is such that the drain line and other characteristics and conditions of the site and Property cannot be fully assessed by Contractor until the Services identified in the proposal have commenced. As such, the parties acknowledge that the discovery of unforeseen site conditions of the Property including the drain line may necessitate modifying the proposal and executing negotiated Change Orders incorporating applicable Purchase Orders. In such a case, neither party, at this time, can satisfy itself as to coordination of such schedules and as to the existing condition of all parts of the Property and its location, including, without limitation, access to the Site, availability, location, and condition of the drain line, all necessary utilities, climatic conditions, surface and subsurface conditions, potential exposure to hazardous or toxic wastes and substances, gases and other hazardous conditions and the condition of all improvements in or on the Property, thus project timing may also be the subject of an applicable Change Order. Upon discovery of any unforeseen site condition and execution of necessary applicable Change Orders, if any, the Contractor shall be solely responsible for completing the Work

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Vortex Services LLC</p> <p>Authorized Signature: _____</p> <p>Estimator: Patrick Holland (207) 530-0937 patrick.holland@vortexcompanies.com</p>
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February 18, 2025

Sent via email to: rgraham@vortexcompanies.com

Ryan Graham
Vortex Services, LLC
18150 Imperial Valley Dr.
Houston TX 77060

Re: Cured in Place (CIPP) for Pipeline Rehabilitation (Ultraviolet-Light-Cured-Products)
BuyBoard Contract 731-24

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Cured in Place (CIPP) for Pipeline Rehabilitation (Ultraviolet-Light-Cured-Products), Contract 731-24 effective 4/1/2024 through March 31, 2025, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through March 31, 2026.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020



January 24, 2024

Sent Via Email: rgraham@vortexcompanies.com

Ryan Graham
Vortex Services, LLC
18150 Imperial Valley Dr
Houston, TX 77060

Welcome to BuyBoard!

Re: Notice of National Purchasing Cooperative Award; Proposal Invitation No. 731-24, Cured in Place Pipe (CIPP) for Pipeline Rehabilitation (Ultraviolet-Light Cured Products)

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2024 through March 31, 2025, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 731-24 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com





CERTIFICATION

(Vortex Services, LLC)

Date: January 5, 2025

TO WHOM IT MAY CONCERN:

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

- That Vortex Services, LLC (formerly known as VacVision Environmental, LLC) is a wholly-owned subsidiary of Vortex Infrastructure Services, LLC, which is a wholly-owned subsidiary of Vortex Companies, LLC;
- That Vortex Services, LLC is the successor to each of these entities: Ted Berry Company, LLC; Ricor Services, LLC; Vaught Services, LLC; Vortex Turnkey Solutions, LLC; Vortex West, LLC; North American Pipeline Services, LLC; Excavating Services, LLC; Infrastructure Restoration, Inc.; Planned Engineering and Construction, Inc.; Sancon Technologies, Inc.; and Prism Contractors & Engineers, Inc.
- That the following individuals are officers and authorized signatories of **Vortex Services, LLC**:

Michael Vellano	Chief Executive Officer and President
Matthew Samford	Chief Financial Officer and Treasurer
Ryan Graham	Chief Operating Officer and Vice President
Lou Gastin	Chief Accounting Officer and Assistant Treasurer
B.J. Kerstiens	Senior Vice President – Services
Quin Breland	Chief Administrative Officer and Secretary
Steve Rohr	General Counsel
Sam Trawick	Regional Vice President – Southeast
Jed Brewer	Regional Vice President – Southwest
Shawn Ready	Regional Vice President – Florida
Ross Cooke	Regional Vice President – Vortex Lining Systems
Dave Beauchamp	Regional Vice President – Mid-Atlantic
Isaiah Bean	Regional Vice President – Northeast
Chris Peccia	Regional Vice President – Rocky Mountains
Christy Austin	Divisional Controller and Assistant



Chuck Parsons	Treasurer
Ryan Helmuth	Regional Vice President – Sancon Technologies
Gary Drew	Vice President and General Manager – Sancon Technologies
Jonathan Thomas	Operations Manager – Sancon Technologies
Aaron Tenney	Regional Vice President – Coastal Sr Regional Vice President – Coastal

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 SERVICES, LLC

By: Vortex Infrastructure Services, LLC, its sole member

By: Vortex Companies, LLC, its sole member

By: 

Quin Breland, its CAO and Secretary