



Engineering Department

Memorandum

To: Mayor Blad and City Council.

Cc: Jeff Mansfield - PE Public Works Director/City Engineer, Isaac Gonzalez - WPC Collections Supervisor, Levi Adams – WPC Superintendent

From: Austin Suing, PE Senior Engineer, *AS*

Date: April, 8 2025

Re: Bid Acceptance and Execution of the Agreement for 2025 North Main Extension sanitary sewer project.

Recommendation

Staff recommends that City Council accept the lowest responsive bid, award the project, and authorize execution of the Contract Agreement between Vortex Services, LLC and the City of Pocatello for the 2025 North Main Extension sewer project in the amount of \$428,995.00, subject to Legal Department review. Funding is available in WPC Department - Capital Outlay – Other Infrastructure 032-3011-500.80-99.

Background

This sanitary sewer project involves repairing degraded sewer main lines using a cured-in-place pipe (CIPP) lining system. This trenchless sewer repair technology minimizes surface repairs resulting from open-trenching methods, reduces maintenance caused by tree root intrusion, and can extend the life of the existing sewer main up to 50 years.

This project includes work designed by Consor Engineers to rehabilitate 500-feet of 24-inch diameter sanitary sewer that crosses the UPRR tracks, North Main St, and North Arthur Ave near the Portneuf River. The project also includes the annual CIPP rehabilitation project, which includes lining 15 sewer main lines at various locations in Pocatello, totaling approximately 4,081 feet. The annual CIPP project was incorporated to reduce construction costs.

The work will start in August 2025 and be completed by end of September 2025. Funding is available in the WPC capital account.

Bids were received for the project on April 1st 2025, with the following results:

Vortex Services, Helena, MT	\$428,995
Insituform Technologies, Chesterfield, MO	\$462,649
Iron Horse, Fairview, OR	\$658,504

Vortex Services was the lowest responsive bid at \$428,995.



To: City Council and Mayor
From: Matt Kerbs, Deputy City Attorney MK
Date: April 9, 2025
Re: Bid Award for 2025 North Main Extension Sanitary Sewer Project

I have reviewed the above referenced documents and have no legal concerns with Council awarding the bid for the project to Vortex Services, LLC, and authorizing the Mayor to sign any documents effectuating the award. The bid process complied with the requirements of Idaho Code §67-2805.

SECTION 00 51 00 – NOTICE OF AWARD

Date of Issuance:

Owner: City of Pocatello

Owner's Contract No.: WPC-012

Engineer: Consor

Engineer's Project No.: W220199ID

Project: Pocatello North Main Extension

Contract Name: Pocatello North Main Extension

Bidder: Vortex Services, LLC

Bidder's Address: 3400 Centennial Dr.
Helena, MT 59601

TO BIDDER:

You are notified that Owner has accepted your Bid dated [April 1st, 2025]
for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The work consisting of the rehabilitation of 500 LF of existing 24" corrugated metal sewer main piping. This rehabilitation will utilize Cured-In-Place piping (CIPP) to create a new liner within the existing pipe. This pipe is located beneath North Main Street in Pocatello, Idaho and runs beneath existing Union Pacific Railroad (UPRR) tracks. The rehabilitation work will include pipe and manhole cleaning, sewer bypass pumping, the installation of a pre-liner, and the CIPP construction. Traffic control and coordination with UPRR will be required.

The Contract Price of the awarded Contract is: \$428,995 *[note if subject to unit prices, or cost-plus]*

☐ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner two counterparts of the Agreement, fully executed by Bidder (As Contractor).
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Pocatello

By: _____

Authorized Signature

Title: _____

Brian C. Blad, Mayor

Copy: Engineer

END OF SECTION

**SECTION 00 52 43 - AGREEMENT
FOR
POCATELLO NORTH MAIN EXTENSION
FOR
CITY OF POCATELLO**

THIS AGREEMENT is by and between City of Pocatello ("OWNER") and
Vortex Services, LLC ("CONTRACTOR").

OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consisting of the rehabilitation of 500 LF of existing 24" corrugated metal sewer main piping and . This rehabilitation will utilize Cured-In-Place piping (CIPP) to create a new liner within the existing pipe. This pipe is located beneath North Main Street in Pocatello, Idaho and runs beneath existing Union Pacific Railroad (UPRR) tracks. The rehabilitation work will include pipe and manhole cleaning, sewer bypass pumping, the installation of a pre-liner, and the CIPP construction. Traffic control and coordination with UPRR will be required.

ARTICLE 2 – ENGINEER

- 2.01 The part of the Project that pertains to the Work has been designed by ENGINEER.
- 2.02 The OWNER has retained Consor ("Engineer") to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

- 3.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.02 *Contract Times: Days*
- A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 in Section 00 72 00, General Conditions and be completed and ready for final payment in accordance with [Paragraph 15.06 in Section 00 72 00, General Conditions within 150 days after the date when the Contract Times commence to run.]
1. Notice of Award no more than 45 days after Bid Opening Date, and
 2. OWNER Signing of Contract and Issuance of Notice to Proceed within thirty (30) days after Notice of Award.

- B. Where the OWNER is prevented from signing of contract and issuing Notice to Proceed due to a delay in receiving signed agreements, bonds and insurance certificates from CONTRACTOR in the form required by the Contract Documents, the Contract Times will not be extended.
- C. Where the CONTRACTOR is prevented from starting to perform the work due to delay in issuance of Notice to Proceed beyond the control of the CONTRACTOR, the Contract Times will be extended in an amount equal to the time lost due to such delay, and such extension of the Contract Times shall be CONTRACTOR'S sole and exclusive remedy for such delay.

3.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 3.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: CONTRACTOR shall pay OWNER \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3.02.A above for Substantial Completion until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER \$250 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

3.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, CONTRACTOR shall reimburse OWNER (1) for any fines or penalties imposed on OWNER as a direct result of the CONTRACTOR'S failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by OWNER for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 3.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After CONTRACTOR achieves Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, CONTRACTOR shall reimburse OWNER for the actual costs reasonably incurred by OWNER for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 3.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 4 – CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the attached Bid Proposal, said sum being
- \$428,995.00
- () (\$). (use words) (use figures) Four Hundred Twenty-Eight Thousand Nine Hundred Ninety-Five dollars and zero cents.
- B.
- A. For all Work, at the prices stated in CONTRACTOR'S Bid, attached hereto as an exhibit.

ARTICLE 5 – PAYMENT PROCEDURES

- 5.01 Submittal and Processing of Payments
- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- 5.02 Progress Payments; Retainage
- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER monthly during performance of the Work as provided in Paragraph 5.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
- 5.03 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as OWNER may withhold, including but not limited to liquidated damages, in accordance with the Contract
- 5.04 95% of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to OWNER and Engineer, then as long as the character and progress of the Work remain satisfactory to OWNER and Engineer, there will be no additional retainage; and
- 5.05 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- 5.06 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts set off by OWNER pursuant to Paragraph 15.01.E of the General Conditions, and less 95% of ENGINEER'S estimate of the value

of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.07 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

ARTICLE 6 – INTEREST

- 6.01 All amounts not paid when due shall bear interest at the rate of 3% per annum.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

- 7.01 In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to CONTRACTORS doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR’S safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. CONTRACTOR'S entry into this Contract constitutes an incontrovertible representation by CONTRACTOR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. The CONTRACTOR is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- L. The CONTRACTOR will submit within 30 days of the date of this agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Section 54-1904A and 63-3624(f), Idaho Code.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents which comprise the entire agreement between Owner and the CONTRACTOR concerning the Work consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (together with power of attorney) (pages 1 to 3, inclusive).
 - 3. Payment bond (together with power of attorney) (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 82, inclusive).
 - 5. Supplementary Conditions (pages 1 to 26, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) Schedule A consisting of 12 sheets with each sheet bearing the following general title: **POCATELLO NORTH MAIN EXTENSION** and Schedule B consisting of 17 sheets with each sheet bearing the following general title: **2025 Sanitary Sewer Rehabilitation (CIPP) Project**.
 - 8. Addenda (numbers NA to NA, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR'S Bid (pages ___ to ___, inclusive).
 - b. Atlas Limited Geotechnical Investigation (pages 1 to 22, inclusive)
 - c. Union Pacific Railroad Maintenance Consent Letter 77657 (pages 1 to 16, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

- d. Field Orders.
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 CONTRACTOR'S Certifications

- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more BIDDERS, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Boycotts*

- C. Pursuant to Idaho Code §67-2346 (2), Contractor hereby certifies that is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control."

9.07 *Other Provisions*

- A. OWNER stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the ENGINEERS Joint Contract Documents Committee®, and if OWNER is the party that has furnished said General Conditions, then OWNER has plainly shown all modifications to the standard wording of such published document to the CONTRACTOR, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

NOTE(S) TO USER:

1. See Article 21 of the Instructions to BIDDERS and correlate procedures for format and signing of the documents.
2. The Effective Date of the Contract stated above and the dates of any construction performance bond (EJCDC® C-610 or other) and construction payment bond (EJCDC® C-615 or other) should be the same, if possible. In no case should the date of any bonds be earlier than the Effective Date of the Contract.

OWNER:

City of Pocatello

By: _____

Title: _____

Brian C. Blad, Mayor

Attest: _____

Title: _____

Address for giving notices:

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

Vortex Services, LLC

By: _____

Title: _____

(If CONTRACTOR is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

SECTION 00 55 00 – NOTICE TO PROCEED

Owner:	City of Pocatello	Owner's Contract No.:	WPC-012
Contractor:	Vortex Services, LLC	Contractor's Project No.:	
Engineer:	Conсор	Engineer's Project No.:	W220199ID
Project:	Pocatello North Main Extension	Contract Name:	Pocatello North Main Extension
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] **or** [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner: City of Pocatello

By: _____

Authorized Signature

Title: _____

Brian C. Blad, Mayor

Date Issued: _____

Copy: Engineer