

**CONSENT TO ASSIGNMENT OF THE AGREEMENT
FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH
AND SANCON TECHNOLOGIES, INC. TO VORTEX SERVICES, LLC DBA SANCON
TECHNOLOGIES**

THIS CONSENT TO ASSIGNMENT (this "Consent") is made by the City of Redondo Beach, a chartered municipal corporation ("City"), Sancon Technologies, Inc., a California corporation ("Assignor"), and Vortex Services, LLC, a Delaware limited liability company dba Sancon Technologies ("Assignee").

WHEREAS, on April 16, 2019, the City and Assignor originally entered into the Agreement for Project Services (the "Agreement");

WHEREAS on January 17, 2023, the City and Assignor entered into a First Amendment to the Agreement ("First Amendment");

WHEREAS on May 7, 2024, the City and Assignor entered into a Second Amendment to the Agreement ("Second Amendment");

WHEREAS, on January 2, 2025, Assignee executed an Asset Purchase Agreement with Assignor, pursuant to which Assignee acquired substantially all of the assets and ongoing operations of Assignor, including all of Assignor's rights, title, interests, and obligations under the Agreement (the "Transaction");

WHEREAS, Assignee filed a fictitious business name statement in California and is conducting business as Sancon Technologies to ensure continuity of services;

WHEREAS, for the purpose of this Consent, Assignor shall have the authority to assign the Agreement to Assignee;

WHEREAS, under Section 18 of the Agreement, Assignor is required to obtain the City's prior written consent to any assignment of its rights and obligations under the Agreement; and

WHEREAS, City wishes to provide its consent to the assignment of the Agreement from Assignor to Assignee, with such consent being retroactively effective as of January 2, 2025, the date the Transaction was executed.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the City hereby issues its approval and consent to said assignment of the Agreement subject to the following conditions:

1. **Consent to Assignment:** City consents to the assignment of the Agreement from Assignor to Assignee; provided, however, that this Consent shall not impose any additional obligations on the City or otherwise affect any of the rights of the City under the Agreement.
2. **Assignment and Delegation:** Under this Consent, Assignor hereby grants, conveys, transfers, assigns, and sets over its entire rights and delegates its

entire obligations under the Agreement, including without limitation, all rights, duties, and obligations arising therefrom or relating thereto.

3. **Assumption by Assignee:** Assignee accepts the assignment of the Agreement and acknowledges and represents to City that it will assume and perform each and every term, obligation, and condition as set forth in the Agreement, whether arising prior to, on, or subsequent to the date of this Consent, which is hereby assigned to Assignee.
4. **Retroactive Effect:** City's consent to the assignment of the Agreement from Assignor to Assignee, as provided herein, shall be retroactively effective as of January 2, 2025, the date on which the Transaction was executed by Assignor and Assignee. This Consent shall validate and ratify the assignment and all actions taken by the Assignee under the Agreement from that date forward, as if this Consent had been executed at the time of the original assignment.
5. **Remittance of Payments and Notice:** City will remit payments relating to Assignor's services and/or products covered under the Agreement to Assignee at the address outlined in the Notices section.
6. **Notices:** Written notices required under the Agreement, including those pertaining to this Consent, shall be delivered by registered or certified mail, postage prepaid, email, or personally or personally served, and addressed to the following parties.

City: City of Redondo Beach
Public Works, Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Lauren Sablan, City Engineer
Email: Lauren.sablan@redondo.org

Assignee: Vortex Services, LLC
5841 Engineer Drive
Huntington Beach, CA 92649
Attention: Ryan Helmuth, Vice President
Email: Ryan@sancon.com

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

7. **Continuing Terms:** Except as otherwise set forth herein, the terms and conditions of the Agreement shall remain in full force and effect between the parties.

8. **Authority to Execute:** The individuals executing this Consent represent that they have full authority to execute this document on behalf of the entity for whom they are acting herein. In the event the parties for Assignor and Assignee are not duly authorized to enter into and execute this Consent, the parties shall be personally liable to City.
9. **Severability:** Should any provision of this Consent be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable to the fullest extent permitted by law.
10. **Amendment:** This Consent may be modified or amended only by a subsequent writing executed by all of the parties.
11. **Governing Law:** This Consent shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.
12. **Venue:** In the event of any dispute arising hereunder, venue for any action shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
13. **Attorney's Fees:** In the event of any dispute arising out of this Consent, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including expert witness fees.

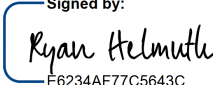
SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Consent in Redondo Beach, California, as of this 15th day of April, 2025.


CITY OF REDONDO BEACH,
a chartered municipal corporation

James A. Light, Mayor

ASSIGNOR
SANCON TECHNOLOGIES, INC.,
a California corporation

Signed by:

E6234AF77C5643C...
By: _____
Name: Ryan Helmuth
Title: Vice President

ASSIGNEE
VORTEX SERVICES, LLC, a Delaware
limited liability company dba Sancon
Technologies

Signed by:

E6234AF77C5643C...
By: _____
Name: Ryan Helmuth
Title: Vice President

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2025

12/27/2024

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, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: FAX (A/C. No):																					
INSURED 1552676 Vortex Services, LLC (See Attached Named Insured Schedule) 18150 Imperial Valley Drive Houston TX 77060	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td colspan="2">INSURER A: The Continental Insurance Company</td><td>35289</td></tr><tr><td colspan="2">INSURER B: Continental Casualty Company</td><td>20443</td></tr><tr><td colspan="2">INSURER C: American Casualty Company of Reading, PA</td><td>20427</td></tr><tr><td colspan="2">INSURER D: Transportation Insurance Company</td><td>20494</td></tr><tr><td colspan="2">INSURER E: Crum & Forster Specialty Insurance Co</td><td>44520</td></tr><tr><td colspan="2">INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: The Continental Insurance Company		35289	INSURER B: Continental Casualty Company		20443	INSURER C: American Casualty Company of Reading, PA		20427	INSURER D: Transportation Insurance Company		20494	INSURER E: Crum & Forster Specialty Insurance Co		44520	INSURER F:		
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INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 21254564**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 OTHER:	Y	Y	8018648635	2/11/2025	12/11/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8018648618 8018648621 (PD)	2/11/2025 2/11/2025	12/11/2025 12/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	7094435231	12/11/2024	12/11/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C D D	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 <input checked="" type="checkbox"/> N	Y N/A	8018648599 (AOS) 8018648585 (CA) 8018648604 (AZ,MA,OR,WI)	2/11/2025 2/11/2025 2/11/2025	12/11/2025 12/11/2025 12/11/2025	<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
E	Contractors Pol./Prof. Liab. (E&O)(Claims Made)	Y	Y	PKC-116341	12/11/2024	12/11/2025	\$5M Each Occ.; \$5M Agg. \$5M Each Wrongful Act

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

Contractors Pollution Deductible: \$50,000 each pollution condition. E&O (Professional) Deductible: \$50,000 each claim. Effective 1/2/2025, new acquisition Sancon Technologies, Inc. rolled into Vortex Services, LLC program. RE: Job #T19064 - Annual As-Needed Contract for the Maintenance and Repair of the Stormdrain and Wastewater Conveyance Systems.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**21254564**City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

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

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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.

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

VORTEX NAMED INSUREDS

Vortex Intermediate, LLC

Vortex Lining Systems, LLC

Vortex Companies, LLC

Vortex Infrastructure Services, LLC

Vortex Industrial Solutions, LLC

Vortex Services, LLC F/K/A VacVision Environmental, LLC dba VacVision, LLC

Vortex Infrastructure Products, LLC

Quadex, LLC

Schwalm USA, LLC

Vortex Companies International, LLC

Vortex International US, Inc. F/K/A Quadex International US, Inc.

Vortex Canada Inc.

Fleer-Tech GmbH

Vortex Technology Group, LLC

CIPP Corp., LLC

Vortex Geotechnical, LLC

Tri-State Utilities LLC

Lining Division Ltd.

Vortex Europe AG

Vortex Europe GmbH

Sancon Technologies, Inc.



CERTIFICATION

(Vortex Services, LLC dba Sancon Technologies)

Date: January 2, 2025

TO WHOM IT MAY CONCERN:

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

- That **Vortex Services, 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 Sancon Technologies, Inc.;
- That **Sancon Technologies** is a trade name of **Vortex Services, LLC**; and
- That the following individuals are officers and authorized signatories of **Vortex Services, LLC dba Sancon Technologies**:

Michael Vellano	Chief Executive Officer and President
Matthew Samford	Chief Financial Officer and Treasurer
Ryan Graham	Chief Operating Officer
Lou Gastin	Chief Accounting Officer and Assistant Secretary
B.J. Kerstiens	Senior Vice President – Services
Quin Breland	Senior Vice President – Shared Services, General Counsel, and Secretary
Chuck Parsons	Regional Vice President – Sancon Technologies
Ryan Helmuth	Vice President and General Manager – Sancon Technologies
Gary Drew	Operations Manager – Sancon Technologies

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 DBA SANCON TECHNOLOGIES

By: Vortex Infrastructure Services, LLC, its sole member

By: Vortex Companies, LLC, its sole member

By: 

Quin Breland, its Senior VP and Secretary