

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, MADE AS OF THIS 20th day of January, 2026, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and American Pipeline Solutions, (hereinafter called the "Consultant"), collectively referred to as the "Parties" herein, is an AGREEMENT for professional services.

NOW, THEREFORE, the City and the Consultant in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 – SERVICES OF THE CONSULTANT

1.1 The Project scope of work is defined in the attached Letter Proposal dated November 21, 2025.

1.2 The City and the Consultant, by mutual agreement, shall determine the final schedule.

1.3 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants in their line of work. The Consultant will use their best professional judgment in the course of the work. Design criteria, guidelines and other standards shall be supplemented by the professional judgment of the Consultant. Deviations from design criteria, guidelines and other standards shall be called to the attention of the City's representative.

SECTION 2 – THE CITY'S RESPONSIBILITIES

The City will:

2.1 Provide full information as to the requirements for the Project in a timely manner in which the Consultant may reasonably rely on with regard to its completeness and accuracy.

2.2 Designate in writing a person to act as the City's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

2.3 Guarantee access to and make all provisions for the Consultant to enter upon the City's facilities as required for the Consultant to perform their work under this Agreement.

2.4 Examine all studies, reports and other documents presented by the Consultant and shall render decisions pertaining thereto within seven (7) calendar days from receipt so as not to delay the work of the Consultant.

2.5 Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

SECTION 3 – PAYMENTS TO THE CONSULTANT

3.1 The City will pay the Consultant for the professional services performed under SECTION 1, in an amount not to exceed \$71,337.00

3.2 Invoices for payment shall be submitted by Consultant to the City, together with reasonable supporting documentation. The City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment to Consultant shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

3.3 Payment to the Consultant for expenses associated with direct costs or reimbursable expenses, as dictated by the Agreement and/or Scope of Services, shall be made upon presentation of receipts for costs or expenses.

SECTION 4 – TIME OF COMPLETION

4.1 The Consultant shall complete the project within 120 days of the date of execution of this Agreement, subject to time extensions to such schedule arising from delays beyond Consultant's control. To the extent Consultant is impacted by such delays, Consultant shall be entitled to an adjustment to its schedule for performance.

4.2 Time is of the essence for this Agreement.

4.3 The Consultant shall commence work within ten (10) calendar days of the date of execution of this Agreement or such other time mutually agreed to by the Parties in writing.

4.4 The Consultant may request an extension to compete the scope of work, and the City may grant such extension in a subsequent contract amendment.

SECTION 5 – RIGHTS TO DELIVERABLES

5.1 Deliverables, as defined in the Scope of Work, shall become the City's permanent property upon payment by the City to the Consultant.

5.2 Consultant shall not use photographs of the Deliverables for project competition, awards of any nature, project testimonials, presentations, advertising, proposals, professional papers, public display, or any other use without obtaining prior written approval from the City's representative. Any photographs taken of City property in the execution of the Consultant's work may not be re-used by the Consultant for project competition, awards of any nature, project testimonials, advertising, proposals, presentations, professional papers, public display, or any other use without obtaining prior written approval from the City's representative.

SECTION 6 – REMOVAL AND REPLACEMENT OF PERSONNEL

6.1 Consultant (for the duration of the term of the Agreement) will not, without obtaining the City's prior written consent not to be unreasonably withheld, replace, or alter the assignment of its lead personnel, to the extent their respective availability is reasonably within the Consultant's control.

6.2 Consultant shall promptly remove any person assigned to perform the Services in the event of notification by the City that he/she is no longer acceptable, irrespective of any prior City consent. Replacement of lead personnel, prior to assignment, will be subject to the City's approval, which shall not be unreasonably withheld.

6.3 A violation by Consultant of paragraph 6.1 and/or 6.2 may be considered a substantial and material breach of Agreement, for which termination and damages otherwise provided by Law or the Agreement may be claimed.

6.4 The City's right to request the removal of Consultant's personnel from the Services as set forth in paragraph 6.2 does not expressly or implicitly create an employer-employee relationship between the City and personnel assigned by Consultant. Such a relationship is expressly denied herein by Consultant and the City.

SECTION 7 – INSURANCE

The Consultant shall maintain for the duration of the Agreement, insurance purchased from a company, or companies lawfully authorized to do business in the State of Illinois and having a rating of at least A-minus as rated by A.M. Best Ratings. Such insurance will protect the Consultant from claims set forth below which may arise out of or result from the Consultant's operations under the agreement and for which the Consultant may be legally liable, whether such operations be by the Consultant or by a SubConsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker's Compensation Insurance covering all liability of the Consultant arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

Employers Liability covering all liability of Consultant as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$1,000,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Consultant's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the successful proposers employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement;

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| General Aggregate Limit | \$ 2,000,000 |
| Each Occurrence Limit | \$ 1,000,000 |

Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

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| Each Occurrence Limit | \$1,000,000 |
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Professional Liability Insurance shall be maintained to respond to claims for damages due to the Consultant's errors and omissions.

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| Errors and Omissions | \$1,000,000 |
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Consultant agrees that with respect to the above required insurance:

1. The CGL policy shall be endorsed for the general aggregate to apply on an annual basis.
2. To provide separate endorsements: to name the City of Joliet and its officers and employees as additional insured as their interest may appear, and to provide 30 days' notice, in writing, of cancellation or material change.
3. The Consultant's insurance shall be primary in the event of a claim.
4. The City of Joliet shall be provided with Certificates of Insurance and endorsements evidencing the above-required insurance, prior to commencement of an agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
5. A Certificate of Insurance that states the City of Joliet and its officers and employees have been endorsed as an "additional insured" by the Consultant's general liability and automobile liability insurance carrier. Specifically, this Certificate must include the following language: "The City of Joliet and its officers and employees are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

Failure to Comply: In the event the Consultant fails to obtain or maintain any insurance coverage required under this Agreement, the City of Joliet may purchase such insurance coverage and charge the expense thereof to the Consultant. Such insurance shall be maintained in full force and effect during the life of the Agreement and shall protect the Consultant, its employees, agents and representatives from claims for damages, for personal injury and death and for damage to property arising in any manner from the negligent or wrongful acts or failures to act by the Consultant, its employees, agents and representatives in the performance of the work covered by the Agreement.

The Consultant shall also indemnify and save harmless the City from any claims against, or liabilities incurred by the Consultant of any type or nature to any person, firm or corporation arising from the Consultant's wrongful or negligent performance of the work covered by the Agreement.

SECTION 8 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the City nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any employee, officer or agent of any public body or the Consultant which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

SECTION 9 – NON-DISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or be subjected to discrimination in receipt of the benefit of any services of activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Agreement by the City.

SECTION 10 – MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the Parties. The Consultant agrees that no representations or warranties shall be binding upon the City unless expressed in writing herein or in a duly executed amendment hereof, or authorized or approved Change Order as herein provided.

SECTION 11 – APPLICABLE LAW AND DISPUTE RESOLUTION

11.1 This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of State of Illinois.

11.2 Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to the American Arbitration Association (the “AAA”) for a voluntary, non-binding mediation in the municipality where the Services are provided and to be conducted by a mutually acceptable single

mediator, in accordance with then applicable Construction Industry Mediation Rules, prior to resorting to litigation to any State or Federal Court located nearest to where the Services are provided. Neither party shall be liable for any indirect, incidental, or consequential damages of any nature or kind resulting from or arising in connection with this Agreement. The Parties shall share the cost of the mediator's services equally.

WITH RESPECT TO ANY SUCH LITIGATION, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND WILLINGLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTION(S) CONTEMPLATED HEREBY AND/OR THE RELATIONSHIP ESTABLISHED AMONG THE PARTIES HEREUNDER.

SECTION 12 – TERMINATION OF THE CONTRACT

12.1 TERMINATION BY THE CONSULTANT

If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, through no fault of the Consultant, or if the City has not made timely Payment thereon as set forth in this Agreement, then the Consultant may upon twenty-one (21) days written notice (from postmark) to the City, terminate the Agreement.

12.2 TERMINATION BY THE CITY

In the event of any breach of this Agreement by the Consultant, the City may, at its option, serve the Consultant with a written seven (7) day notice (from postmark) with the Consultant's option to cure the breach, or the City may engage the services of another Consultant to complete the work and deduct the cost of such completion from any amount due the Consultant hereunder, or the City may either pause or terminate the contract.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

CITY OF JOLIET

AMERICAN PIPELINE SOLUTIONS

By: _____

By: _____

H. Elizabeth Beatty

Name: _____

City Manager

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____

Lauren O'Hara

City Clerk

Date: _____



34 Delaware St
New Milford, PA. 18834
201-525-0088
www.americanpipelinesolutions.com

Ice Pigging Services Agreement

November 21, 2025

Owen Dean
City of Joliet
150 W. Jefferson ST.
Joliet, IL. 60432

Re: Ice Pigging – Sewer Force Main

Our Ref: APS-IP-316

Thank you for the opportunity to provide you with pricing for performing ice pigging to clean a sewer force main line in Joliet, IL.

Pricing is based upon the information that you (Owner) provided to American Pipeline Solutions, Inc. (APS) and is inclusive of a one-day (500-mile) mobilization. Prevailing wage does apply to this project. The following prevailing wage category has been applied for budget cost purposes; **勞工 (Foreman)** Please confirm or state otherwise.

The sewer force main is approximately **5,513 LF of 8-inch PVC pipe, 5,512 LF of 10-inch HDPE pipe.**

The primary goal of this project is to remove the sedimentation that has been deposited within the pipe.

Based on the data provided, APS estimates this project will take **one (1) full loads** (10-ton capacity) of ice to clean each line.

APS's estimate for the above-referenced project is: **\$71,337**

Additional loads = \$15,000 per load

Additional non-scheduled mobilization (over 500 miles/one day) will be charged at \$22,791 per day.

Upon agreement, a mobilization fee is required to secure and schedule the proposed work.

20% Mobilization fee = \$14,268 (To be paid via ACH at time of acceptance) or;
25% Mobilization fee = \$17,835, if not paying via ACH.



Pricing subject (but not limited) to the following conditions:

1. Applicable taxes will be calculated and applied to project invoices.
2. A pre-construction site meeting or conference call to confirm the scope of work and the location of ice insertion ports would be desirable.
3. APS shall produce approximately 2,700 gallons of ice slurry for delivery to the force mains each day of work to clean sediments, loose deposits, and biofilms from the force mains covered under this proposal.
4. Ice pigging procedures are listed in **Addendum A**.
5. This price is based on completing one full pass of the entire pipe.
6. The Owner agrees that producing 2,700 gallons of ice slurry is a considerable expense and cannot be held for more than 12 hours before it becomes unusable. If, on a scheduled workday, the Owner cannot isolate the force main or does not have the needed personnel, APS shall charge the Owner the Full Daily Rate of **\$15,000** per day.
7. APS shall not charge the Owner the above-mentioned Daily Rate if APS cannot perform the complete day's work due to those factors under APS's control, i.e., the ice is not in suitable condition, APS cannot provide the necessary labor, equipment failure, etc.
8. Once delivered to the job site, ownership of the ice slurry is transferred to the Owner. All ice delivered to and removed from the force main, along with the wastes generated from the resulting process, shall be the Owner's sole property. The Owner shall dictate the specific disposal procedures to be employed during the process.



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9. The Owner agrees to provide the following:

- a. All potable water necessary to create the ice slurry.
- b. Secure location to stage the equipment required for ice production.
- c. Network operators are to isolate and re-open valves and hydrants during the project.
- d. MOT (Maintenance of Traffic) procedures should be in accordance with the requirements in the Manual of Uniform Traffic Devices or similar local procedures.
- e. A tanker truck is used to haul the waste where a sanitary sewer is not in close proximity. **Note: The discharge should not be to ground unless specific approval from the Owner is granted.**
- f. Exercise all relevant valves and hydrants and test for operational working order prior to project commencement.
- g. Complete isolation of the main on each day of operation is required.
- h. Fire hydrants **OR** suitable ice insertion fittings of 2" or greater with valve control installed at the locations to be determined following a pre-construction site inspection.

10. APS does not guarantee that the system's pumping performance will improve to the extent of the design capacity.

Please contact me with any concerns, and I'll be happy to discuss the project in more detail with you.

Yours sincerely,

Randy Lewis

Head of Ice Pigging
American Pipeline Solutions
Office: 201.525.0088
Cell: 470.676.2906



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Addendum A –

| Responsibility | | Ice Making Procedure |
|-----------------------|----|--|
| Owner | 1. | The ice delivery unit and ice making unit shall be staged in a suitable level area, preferably a fenced area at a water treatment plant or other facility. The facility needs access to potable water, preferably a hydrant. |
| APS | 2. | The hoses and fittings connecting the ice maker and delivery unit shall be disinfected and connected. This connection makes a closed loop system between the ice maker and delivery unit. |
| APS | 3. | Approximately 2,700 gallons of potable water shall be added to the delivery tank, along with approximately 1100lbs of NSF-60 Certified Sodium Chloride. |
| APS | 5. | The PLC controlling the ice making process shall be started and allowed to run overnight. APS shall monitor the procedure overnight via periodic visits or remote monitoring. |
| APS | 6. | After completion of the ice making process, a small amount of ice shall be tested to determine the ice fraction. If the ice fraction is below the project's requirement, the ice making process shall continue. |
| APS | 7. | Once the ice fraction is in accordance with the project's requirement, then the ice maker shall be shut off and disconnected. The ice contained in the delivery unit shall be delivered to the job site. |



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| Responsibility | | On-Site Delivery Actions |
|-----------------------|----|---|
| Owner | 1. | Owner shall setup and maintain MOT (Maintenance of Traffic) procedures in accordance with the requirements written in The Manual of Uniform Traffic Devices, or similar local procedures. |
| APS | 2. | The ice pigging delivery unit shall be parked near the appropriate insertion point. <ul style="list-style-type: none">• Hoses shall be setup from the delivery unit to the insertion point. The hoses shall be connected to the insertion point by operators provided by the Owner. |
| Owner | 3. | The lift pumps shall be isolated. |
| APS | 4. | The entrance insertion point valve shall be opened and the ice slurry pumped into the water main. |
| APS | 5. | Once the proper amount of ice slurry has been delivered, the insertion point valve shall be closed. |
| Owner | 6. | IMMEDIATELY, the lift pumps shall be operated to supply the needed pressure to push the ice pig through the main. |
| APS | 7. | The force main shall be considered as returned to full service. |