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#### **Ice Pigging Services Agreement**

October 25, 2024

Mr. Jason White, Olympic Water & Sewer Inc. 70 Breaker Lane, Port Ludlow, WA. 98365

Re: Ice Pigging - Port Ludlow Water Distribution System (North)

Our Ref: APS-IP-194

Thank you for the opportunity to provide you with pricing for performing ice pigging to clean the North & South sections of the water distribution system at Port Ludlow, WA.

Pricing is based upon the information that you (Owner) provided to American Pipeline Solutions, Inc. (APS), it is inclusive of a one-day (500 mile) mobilization and assumes the project will take place in 2025. The prevailing wage category that applies to this project is **to be determined and may affect this price.** 

The water network is approximately, **104,000 LF of 6, 8, 10 & 12-inch AC pipe**. The primary goal of this project is to remove the sedimentation that has been deposited within the pipeline.

Based on the data provided, APS estimates this project will take approximately **twenty full loads** (10-ton capacity) of ice to complete the cleaning of this network. (**To be confirmed following closer inspection of the water network data and maps**).

APS's estimate total price for the above referenced project is; \$315,107

#### Additional loads = \$14,000 per load.

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

**20% Mobilization Fee = \$63,021** (To be paid via ACH at time of acceptance) or; **25% Mobilization Fee = \$78,777**, if **not** paying via ACH.

## Additional mobilization (over 500 miles/one day) will be charged at a rate of \$22,791 per day.

APS will invoice biweekly, starting at project commencement, in fixed installments until project is completion.

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

- **1.** APS shall produce approximately 2,700 gallons of ice slurry for delivery to the water mains each day of work to clean sediments, loose deposits, and biofilms from the water mains covered under this proposal.
- 2. Ice pigging procedures are listed in Addendum A.
- **3.** This price is based on completing one full pass of the entire pipe or network according to the proposed run schedule in **Addendum B.**
- 4. APS shall provide a report summarizing the daily cleaning events and a chemical, biological and mechanical analysis of sediments removed each day. Note: Due to high demand, reports may take up to three months to generate.
- **5.** Owner agrees that there is considerable expense to produce 2,700 gallons of ice slurry and that the ice slurry cannot be held for more than 12 hours before it becomes unusable. If on a scheduled workday, the Owner cannot isolate the water main or does not have the needed personnel, APS shall charge the Owner the Full Daily Rate of \$14,000 per day.
- 6. APS shall not charge Owner the above-mentioned Daily Rate, if APS cannot perform the complete day's work due to those factors under APS control, i.e., the ice is not in suitable condition, APS cannot provide the necessary labor, equipment failure, etc.
- 7. Once delivered to the job site, ownership of the ice slurry is transferred to Owner. All ice delivered to and removed from the water main, along with the wastes generated from the resulting process shall be the sole property of the Owner. The Owner shall dictate the specific disposal procedures to be employed during the process.
- 8. 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 to isolate and re-open valves and hydrants during the project,
  - d. MOT (Maintenance of Traffic) procedures in accordance with the requirements written in The Manual of Uniform Traffic Devices, or similar local procedures,

- e. A tanker truck to haul the wastes 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. A complete isolation of the main on each day of operation,
- h. Fire hydrants <u>**OR**</u> suitable ice insertion fittings of 2" or greater with valve control installed at the locations to be determined following a preconstruction site inspection.

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

Yours sincerely,

Paul Treloar

Head of Ice Pigging American Pipeline Solutions

Office: 201.525.0088 Cell: 321-417-1162

**Acceptance of Proposal** -To make a reservation for the ice pigging equipment and secure a scheduled start date, please confirm your acceptance of this proposal by signing below:

I accept and confirm the above terms and conditions as described herein by signing below:

Print name:	Sign:	Date:
Title:	Company:	

Seal:

# GENERAL TERMS AND CONDITIONS FOR American Pipeline Solutions, INC. Contracts

### 1. Price and Payments:

- a) Mobilization fee of 20% of full price to be paid prior to mobilization, or 25% if not paying by ACH.
- b) Price does not include sales or local taxes where applicable.
- c) Tax liability, if applicable, shall be solely the responsibility of the purchaser.
- d) If account is tax exempt, a current and valid tax-exempt certificate is required.
- e) Note: Price is based on fuel costs at time of writing and is subject to change based on prices at time of project.
- f) Final pricing can only come after review of an issued PO or Service contract.
- g) Terms are Net 30 days from receipt of invoice.
- h) Past due amounts over 30 days are subject to a monthly finance charge of a maximum of 1-1.5% or annual pct rate of 18.5%
- i) This quote is provided based on APS's present insurance coverage. If additional insurance is required, then the cost to obtain increased coverage will be added to this quote.
- j) All stated prices and terms will remain in effect 90 days from date of this proposal.
- k) No funds shall be withheld as retainage as American Pipeline Solutions, Inc. is performing a service only project.
- In the event there is a requirement to be a member of any third-party compliance group or consortium other than those APS already is a member, in order to work with and for your company; the cost of said registration and/or any other fees associated with same will be added to this proposal.
- 2. APS will not be responsible for any charges, claims, or demands due to any alleged neglect or default on our part unless written notice thereof shall have been delivered to us within ten (10) days after the alleged occurrence or said neglect or default. We shall not be responsible for any charges for work performed, or materials furnished, unless ordered in writing and receipt thereof acknowledged by our authorized representative.
- 3. If the Owner cancels or postpones the project less than 30 days prior to scheduled start date, the full project price shall be owed to APS
- 4. If the Owner reduces the project scope of work less than 30 days prior to scheduled start date, the full project price shall be owed to APS.

Any and all prequalification, vendor set up, safety, compliance, contract, and/or insurance matters are to be addressed directly to our compliance office to the attention of; Stephanie Blake at <a href="mailto:stephanie@americapipe.com">stephanie@americapipe.com</a> telephone: 201-525-0557.



## 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.

Responsibility		On-Site Delivery Actions
Owner	1.	<b>Owner</b> 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.	<ul> <li>The ice pigging delivery unit shall be parked near the appropriate insertion point.</li> <li>Hoses shall be setup from the delivery unit to the insertion point.</li> <li>The insertion point shall be flushed to clean out the barrel, then shut off.</li> <li>The hoses shall be disinfected and connected to the insertion point.</li> </ul>
APS	3.	<ul> <li>Where possible, the extraction point instrumentation unit shall be setup near the extraction point.</li> <li>Hoses shall be setup from the instrumentation unit to the discharge point.</li> <li>Hoses shall run from the instrumentation unit to the designated disposal receptacle.</li> <li>The instrumentation unit shall be connected to the discharge point, and the valve turned on.</li> <li>Water quality readings shall be taken.</li> <li>The unit shall be allowed to flow water.</li> </ul>
Owner	4.	The final valves shall be closed to isolate the water main.
APS	5.	The isolation of the main shall be verified by the instrumentation unit.  The extraction point valve shall be closed after main isolation is verified and before the pressure goes below 20psi in the main.
APS	6.	<ul> <li>The entrance insertion point valve shall be opened and the ice slurry pumped into the water main.</li> <li>Prior to pumping the percent solids of the ice slurry shall be documented.</li> <li>The extraction valve shall be operated to allow for the displacement of water by the introduction of the ice and maintain the pressure above 20psi in the main.</li> </ul>
APS	7.	Once the appropriate amount of ice slurry has been delivered, the insertion point and extraction point valve shall be closed and the pressure is maintained above 20psi
Owner	8.	IMMEDIATELY, the upstream main line valve shall be opened to supply the needed pressure to push the ice pig through the main.
APS	9.	Once full system pressure, as observed prior to system shutdown, is monitored at the instrumentation unit, the operator shall open the extraction hydrant valve to control the flow of water and monitor the progress of the ice pig.

APS	10.	Once the pig is monitored to arrive, the flow of water shall be diverted from the de-chlorination equipment to flow to the sanitary sewer specified by the Owner.
APS	11.	The water quality shall be monitored and flow shall continue until the water quality returns to the initial water quality readings.
APS	12.	The insertion point shall be flushed to remove any ice that remains between the water main and hydrant.
APS	13.	The entrance and exit locations shall be cleaned up with all materials and equipment removed from the site.
Owner	14.	The downstream main valve shall be opened and returned to full service.

## Addendum B - Run Schedule

TBC