

SERVICES AGREEMENT

J.T. THORPE & SON INC

Heat Recovery Steam Generator Insulation Maintenance (RFP No. 2541)

On this ____ day of _____, 20____ (“Effective Date”), the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and J.T. THORPE & SON, INC., a California corporation (“Contractor”), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Heat Recovery Steam Generator Insulation Maintenance (“Services”). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect from the Effective Date, and shall remain in effect until December 30, 2026, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed amount of One Hundred Two Thousand Six Hundred Dollars (\$102,600.00), unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City’s satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit “B” and incorporated herein by this reference. If the term of the Agreement is extended, Contractor’s compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City,

City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Except as to the sole negligence or willful misconduct of the City, Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, to the extent it is based or asserted upon any wrongful act or omission of Contractor, its officers, employees, subcontractors, agents or representatives, or arises out of or in any way relates to this agreement including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by

anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further

warrants that neither Contractor, nor the individuals listed in Exhibit “C” have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. Contractor is aware of and stipulates that Contractor will also comply with California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR, when applicable. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

Riverside Public Utilities
City of Riverside
Attn: Jessica Spiking
3900 Main Street
Riverside, CA 92522

To Contractor

J. T. Thorpe & Son, Inc.
Attn: Anthony Mendoza
14540 Alondre Blvd
La Mirada, CA 90638

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

25. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

26. **Interpretation.** City and Contractor acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

26.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

26.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

26.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

27. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services

Exhibit “B” - Compensation

Exhibit “C” - Key Personnel

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city
and municipal corporation

J.T. THORPE & SON, INC., a
California corporation

By: _____

Mike Futrell
City Manager

By: Andrew Levien
Andrew Levien (Jun 16, 2026 09:03:11 PDT)

Print Name: Andrew Levien

Title: VP of Western Operations

(Signature of Board Chair, President, or
Vice President)

Attest: _____

Donesia Gause
City Clerk

and

By: Mark Hauber
Mark Hauber (Jun 16, 2026 21:03:23 MDT)

Print Name: Mark Hauber

Title: CFO

(Signature of Secretary, Assistant
Secretary, CFO, Treasurer or Assistant
Treasurer)

CERTIFIED AS TO AVAILABILITY OF
FUNDS:

By: Julie Nimes

Chief Financial Officer

APPROVED AS TO FORM:

By: Ruthann Salera

Ruthann M. Salera
Sr. Deputy City Attorney

CA #314424 RMS/jv 06/10/26

EXHIBIT “A”

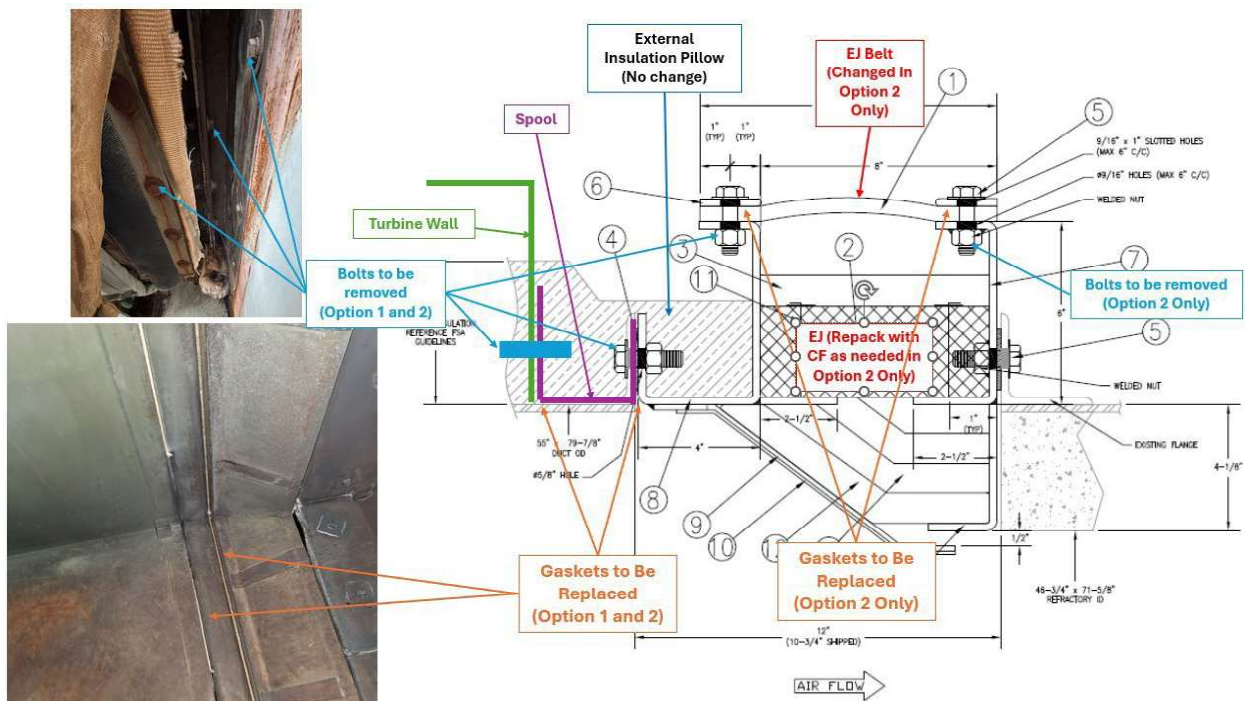
SCOPE OF SERVICES

I. Scope of Work:

- a) **Mobilize:** JT THORPE (referred to as “we” throughout this document) will mobilize our Manpower and Equipment to the Clearwater facility on Riverside, CA. This will include unloading our delivery trucks/setting up the work site. Clearwater will provide an electrician to support the hook-up of all our equipment during this time.
- b) **Base Scope** (We will repair the hot spots identified as V7, V8, V9, V11, V12)
 - i) Others will open manway doors to allow access.
 - ii) Others will provide hole/fire watches as required, to include continuous air monitoring of confined spaces.
 - iii) We will enter the confined space and build scaffold to access the work areas. Based on our job walk, spots V11 and V12 will require scaffold.
 - iv) We will cut and remove the stainless steel plating from the noted areas. The plating will be saved for re-use. No new plating is accounted for in this estimate.
 - v) We will remove the damaged Ceramic Fiber from those areas.
 - vi) We will cut and remove the stainless steel studs.
 - vii) We will weld new 304 SS Collar/Shoulder studs at the spacing annotated in the provided drawings (up to 100 studs are included in this estimate)
 - viii) We will install two 2” thick, off-set, layers of 2300° F Ceramic Fiber blanket over the studs (up to 500 SF included)
 - ix) We will install a 304 SS washer on top of the shoulder/collar stud.
 - x) We will re-install the plating on top of the shoulder/collar stud and weld a 304 SS washer to the top of the stud.
 - xi) We will remove the scaffold upon completion.
- c) **Optional Scope** (we will repair the hot spot identified as V2, V3, V4, V5, V10, V14)
 - i) Repair method will be the same as the base scope and will be complete simultaneously. Materials include up to 125 Studs and 550 SF of blanket.
- d) **Expansion Joint** (we will repair V1, V6, and V13 on the one noted expansion). The hot spots indicated on the Thermals in the original RFP are not part of the EJ, they are part of the spool that ties the EJ to the Turbine Assembly. That spool is insulated only by the external insulation pillow—there is no internal insulation covering that spool. Therefore, changing the 2 gaskets requested (one between the EJ and the Spool and one between the Spool and Turbine) will eliminate any air leak you might have, but it will not eliminate the hot areas showing on the Thermals. We understand that the city has already replaced the insulation pillows. The below options are provided per the city’s request.
 - i) Option 1
 - (1) We will remove the Insulation pillow.
 - (2) We will unbolt the spool flanges and one side of the EJ.
 - (3) We will compress the EJ joint to allow both sides of the spool flanges to open.
 - (4) We will install a new Ceramic Fiber (CF) gasket to cover the spool bolt flanges.
 - (5) We will re-bolt the spool and EJ flanges (re-using original bolts).
 - (6) We will caulk the flanges with high temperature material.
 - (7) We will reinstall the Insulation pillow.
 - (8) NOTE: We will re-use the existing bolts and expansion joint belt. The only new material being installed is the Ceramic Fiber gasket and caulk.

ii) Option 2

- (1) We will remove the insulation pillow.
- (2) We will unbolt the spool flanges and both sides of the EJ.
- (3) We will compress the EJ joint to allow both sides of the spool flanges to open.
- (4) We will install a new CF gasket to cover the two spool bolt flanges and the two EJ flanges (identified on the drawing below). This includes up to 1080 LF of CF gasket.
- (5) We will re-pack the EJ with 2300° F CF blanket (this estimate includes up to 200 SF of CF blanket).
- (6) We will install a new Insultex 50/1406 expansion joint belt.
- (7) We will re-bolt the spool and EJ flanges (re-using original bolts).
- (8) We will caulk the flanges with high temperature material.
- (9) We will re-install the insulation pillow.



- e) **Demobilize and clean up:** When all repair areas are complete, we demobilize and remove all remaining JT THORPE and 3rd Party Rented materials and equipment from the Clearwater site.

II. Schedule & Manpower:

We have estimated that all work can be completed in no more than eight (8) days working one (1) eight (8) hour shift per day with a peak crew between four (4) and eight (8) people depending on the final scope of work. We have NOT included any work on weekends or holidays.

III. Price

The Price to complete the work stated above, including all equipment, labor, supervision, payroll taxes and insurance, profit, and overhead will be:

Base Scope

Labor, PPE, Consumables, JTT Equipment, and all over non-installed material costs.	\$29,200
Permanently Installed Materials	\$4,100
Forklift Rental	\$2,000
Mobilization/Demobilization	\$2,000
Scaffold Support	\$5,000
TOTAL	\$42,300

Optional Scope (completed at same time as Base Scope)

Labor, PPE, Consumables, JTT Equipment, and all over non-installed material costs.	\$30,100
Permanently Installed Materials	\$3,200
TOTAL	\$34,500

Optional EJ Scope (completed at same time as Base Scope)

Option 1 Labor, PPE, Consumables, JTT Equipment, and all over non-installed material costs.	\$7,200
Option 1 Permanently Installed Materials	\$3,200
Option 1 TOTAL	\$10,400
Option 2 Labor, PPE, Consumables, JTT Equipment, and all over non-installed material costs.	\$14,200
Option 2 Permanently Installed Materials (Remove \$2,000 if City has the EJ Belt in stock)	\$9,100
Option 2 TOTAL	\$23,300

Post Repair Thermographic Inspection

TOTAL	\$2,500
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IV. Qualifications/ Clarifications

- The above pricing includes working one (1) eight (8) hour shift per day on a weekday. No weekend, vacation, or night shift work is included.
- Our work is to be a continuous and sequential operation. Any delays beyond our control will be charged on the account of others on our T&M rates.
- Any required permitting is to be provided by others within the first half hour of the start of the shift.

- d. We assume we will be able to deliver materials to a staging area within 100 feet of the area where the work is to be performed.
- e. Access to and around the area of work will remain clear of any obstructions for equipment and material handling.
- f. Debris will be disposed of in designated bin provided by others.
- g. Parking for our crew is to be provided near the work area.
- h. Clearwater Power Plant will provide:
 - 1. All power (110V and 480V electricity, including electrician to hook up our 480V power panel) All will be within fifty feet (50') of the work area.
 - 2. All bins for disposal of debris.
 - 3. All portable restrooms
 - 4. Site Specific Training
- i. JT THORPE will provide:
 - 1. All materials and scaffold needed to complete the project.
 - 2. All required labor to complete the noted scope of work.
 - 3. All PPE and safety supplies for our crews, including drinking water.
 - 4. A 3rd party rental forklift to complete the noted scope of work.
- j. Pricing is valid through December 31, 2026.
- k. Terms of Payment – 100% due NET 30 days from receipt of invoice.
- l. We will not be responsible for consequential or liquidated damages, however, we will meet the quoted schedule unless there are delays beyond our control.

EXHIBIT “B”
COMPENSATION

III. Price

The Price to complete the work stated above, including all equipment, labor, supervision, payroll taxes and insurance, profit, and overhead will be:

Base Scope

Labor, PPE, Consumables, JTT Equipment, and all over non-installed material costs.	\$29,200
Permanently Installed Materials	\$4,100
Forklift Rental	\$2,000
Mobilization/Demobilization	\$2,000
Scaffold Support	\$5,000
TOTAL	\$42,300

Optional Scope (completed at same time as Base Scope)

Labor, PPE, Consumables, JTT Equipment, and all over non-installed material costs.	\$30,100
Permanently Installed Materials	\$3,200
TOTAL	\$34,500

Optional EJ Scope (completed at same time as Base Scope)

Option 1 Labor, PPE, Consumables, JTT Equipment, and all over non-installed material costs.	\$7,200
Option 1 Permanently Installed Materials	\$3,200
Option 1 TOTAL	\$10,400
Option 2 Labor, PPE, Consumables, JTT Equipment, and all over non-installed material costs.	\$14,200
Option 2 Permanently Installed Materials (Remove \$2,000 if City has the EJ Belt in stock)	\$9,100
Option 2 TOTAL	\$23,300

Post Repair Thermographic Inspection

TOTAL	\$2,500
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IV. Qualifications/ Clarifications

- The above pricing includes working one (1) eight (8) hour shift per day on a weekday. No weekend, vacation, or night shift work is included.
- Our work is to be a continuous and sequential operation. Any delays beyond our control will be charged on the account of others on our T&M rates.
- Any required permitting is to be provided by others within the first half hour of the start of the shift.

- d. We assume we will be able to deliver materials to a staging area within 100 feet of the area where the work is to be performed.
- e. Access to and around the area of work will remain clear of any obstructions for equipment and material handling.
- f. Debris will be disposed of in designated bin provided by others.
- g. Parking for our crew is to be provided near the work area.
- h. Clearwater Power Plant will provide:
 - 1. All power (110V and 480V electricity, including electrician to hook up our 480V power panel) All will be within fifty feet (50') of the work area.
 - 2. All bins for disposal of debris.
 - 3. All portable restrooms
 - 4. Site Specific Training
- i. JT THORPE will provide:
 - 1. All materials and scaffold needed to complete the project.
 - 2. All required labor to complete the noted scope of work.
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- k. Terms of Payment – 100% due NET 30 days from receipt of invoice.
- l. We will not be responsible for consequential or liquidated damages, however, we will meet the quoted schedule unless there are delays beyond our control.

EXHIBIT “C”

KEY PERSONNEL

- Andy Levien, VP of Western Operations
- Anthony Mendoza, Construction Manager