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**AMENDMENT NO. 2  
TO  
CONTRACT MA-080-21010632  
FOR  
SANITATION AND REMEDIATION REMOVAL & DECONTAMINATION SERVICES**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”) and ATI Restoration, LLC, with a place of business at 3360 East La Palma Avenue, Anaheim, CA 92806 (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties.”

**RECITALS**

WHEREAS, County and Contractor entered into Contract MA-080-21010632 for Sanitation and Remediation Removal & Decontamination Services, effective March 9, 2021 through March 8, 2024, in the Total Contract Amount of \$3,000,000 (the “Contract”); and,

WHEREAS, the Parties amended Article 17 of the Contract; and,

WHEREAS, the Parties now desire to add John Wayne Airport required provisions as it will be a location serviced by this Contract; and,

WHEREAS, the Parties now desire to amend Article J; and,

WHEREAS, the Parties now desire to amend Article O; and,

WHEREAS, the Parties now desire to remove Article 7; and,

WHEREAS, the Parties now desire to amend Article 26; and,

WHEREAS, the Parties now desire to add Article 37; and,

WHEREAS, the Parties now desire to add Article 38; and,

WHEREAS, the Parties now desire to add Article 39; and,

WHEREAS, the Parties now desire to add Article 40; and,

WHEREAS, the Parties now desire to revise Attachment B; and,

WHEREAS, the Parties now desire to revise Attachment D; and,

WHEREAS, the Parties now desire to renew the Contract for one (1) additional year, effective March 9, 2024 through March 8, 2025, with a new Not-to-Exceed Contract Amount of \$600,000; and,

NOW THEREFORE, the Parties agree as follows:

**AMENDMENT TO CONTRACT ARTICLES**

1. Article J shall be amended to read as follows:

**J. Civil Rights and Non-Discrimination:**

1. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504

of the Rehabilitation Act of 1973, as amended' the Age Discrimination Act of 1975 as amended' Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. **Nondiscrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
3. **Compliance with Non-Discrimination Requirements:** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:
  - a. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  - b. **Non-Discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  - d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to

be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** The Contractor will include the provisions of subsection one, and paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Contractor is required to insert the above paragraphs (a) through (f) in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

4. **Title VI List of Pertinent Nondiscrimination Acts and Authorities:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
  - Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Nondiscrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act

of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq), (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

5. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

2. Article O shall be amended to read as follows:

- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically

**County of Orange, OC Public Works  
ATI Restoration, LLC****MA-080-21010632**

be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$5,000,000 per occurrence Commercial Ramp Access
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies must provide Follow Form coverage.

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO)

*County of Orange, OC Public Works  
ATI Restoration, LLC*

*MA-080-21010632*

form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be emailed to [OCPWCompliance@ocpw.ocgov.com](mailto:OCPWCompliance@ocpw.ocgov.com)

If email is not possible, then Insurance certificates should specifically be forwarded to:

OC Public Works  
Attn: OCPW Procurement  
601 N. Ross Street, 4th Floor  
Santa Ana, CA 92701

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

*County of Orange, OC Public Works  
ATI Restoration, LLC*

*MA-080-21010632*

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

3. Article 2 of the Contract shall be amended to include the following:

Contract shall be renewed for one (1) year from March 9, 2024 through March 8, 2025, unless otherwise terminated as provided herein.

4. Article 4 of the Contract shall be amended to include the following:

For renewal term starting March 9, 2024, the Total Aggregate Contract Amount shall not exceed \$600,000.

5. Article 7 of the Contract shall be removed and reserved.

6. Article 26 shall be amended to read as follows:

**26. Notices:** Any and all notices, requests demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: ATI Restoration, LLC  
Attn: Blake Brugman  
Address: 3360 East La Palma Avenue  
Anaheim, CA 92806  
Phone: 714-283-9990 X 1177  
Email: [Blake.Brugman@ATIrestoration.com](mailto:Blake.Brugman@ATIrestoration.com)

County's Project Manager: OC Public Works/OC Facilities  
Attn: Dale Vermillion  
1143 E. Fruit Street  
Santa Ana, CA 92701  
Phone: 714-667-4963  
Email: [Dale.Vermillion@ocpw.ocgov.com](mailto:Dale.Vermillion@ocpw.ocgov.com)

County's Project Manager: OC Public Works/John Wayne Airport Maintenance  
Attn: Polymeris Koliagis  
3180 Airway Ave.  
Costa Mesa, CA 92626  
Phone: 949-252-5222  
Email: [Polymeris.Koliagis@ocpw.ocgov.com](mailto:Polymeris.Koliagis@ocpw.ocgov.com)

cc: OC Public Works/Procurement Services  
 Attn: Richard Nguyen, DPA  
 601 N. Ross St.  
 Santa Ana, CA 92701  
 Phone: 714-667-9633  
 Email: [Richard.Nguyen@ocpw.ocgov.com](mailto:Richard.Nguyen@ocpw.ocgov.com)

7. Article 37 shall be added to read as follows:

37. **Airport Security:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

**A. Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas, and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment.
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organization's employees, subtenants, or subcontractors.



Authorized Signatories must attend this approximate 1 hour course initially and annually.

2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.
8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
  - STA Fee: Approximately \$11.00
  - Fingerprint/CHRC Fee: Approximately \$31.00
  - ID Badge Fee: Approximately \$10.00
  - Terminated, Unreturned ID Badge Fee: Approximately \$250.00
9. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

- B. Airport Driving Endorsement:** In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement area unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

- C. Airport ID Badge Holder Requirements and Responsibilities:** TSA approved security

program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

1. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
  2. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.
  3. JWA security badge is nontransferable.
  4. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
  5. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.
  6. No worker shall be used in performance of this work that has not passed the background check.
8. Article 38 shall be added to read as follows:
38. **Anti-Idling Policy:** Within six months of Contract execution, Contractor must develop, implement and submit to the Director of John Wayne Airport for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third party vehicles that enter Airport property at the direction of Contractor.
9. Article 39 shall be added to read as follows:
39. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.
10. Article 40 shall be added to read as follows:

*County of Orange, OC Public Works  
ATI Restoration, LLC*

*MA-080-21010632*

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40. **Final Payment:** Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts all the work and JWA issued badges are returned to Badging Office.
11. Attachment B shall be removed and replaced with the Attachment B as attached hereto.
12. Attachment D shall be removed and replaced with the Attachment D as attached hereto.
13. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

County of Orange, OC Public Works  
ATI Restoration, LLC

MA-080-21010632

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

ATI RESTORATION, LLC\*

<i>Kyle Bias</i>	Kyle Bias	Vice President	12/11/2023
Signature	Name	Title	Date

<i>Kevin Brennan</i>	Kevin Brennan	Chief Financial Officer	12/11/2023
Signature	Name	Title	Date

COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Purchasing Agent	
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By William Ninh  
 Deputy  
 William Ninh  
 \_\_\_\_\_  
 Print Name  
 Date 12/19/2023

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

## ATTACHMENT B CONTRACTORS PRICING

1. **Compensation:** This is a firm-fixed fee/usage Contract between the County and Contractor for Sanitation and Remediation Removal and Decontamination Services as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

DESCRIPTION	CATEGORY	UOM	RAT
ABSORBANT - BEAD	CHEMICALS	LB	\$21.00
ABSORBANT - PAD	CHEMICALS	EA	\$7.00
ABSORBANT - PAD - HEAVY DUTY	CHEMICALS	RL	130.00
ABSORBANT - SAFETY SPILL KIT	PPE	EA	\$14.50
ADHESIVE SPRAY	CONTAINMENTS	CN	\$10.00
AIR BLAST NOZZLE	HVAC	EA	\$150.00
AIR CASSETTES - 37MM LEAD	AIR MONITORING	EA	\$3.25
AIR CASSETTES - ASBESTOS	AIR MONITORING	EA	\$2.00
AIR NEUTRALIZER	CHEMICALS	GL	\$25.00
AIR WHIP - MULTI-WHIP	HVAC	EA	\$195.00
ALCOHOL - ISOPROPYL	CHEMICALS	GL	\$145.00
ANABEC	CHEMICALS	GL	\$105.00
BAG - HEPA VAC - 12GL	DISPOSAL	EA	\$8.00
BAG - HEPA VAC - 2.5 GL	DISPOSAL	EA	\$7.00
BAG - HEPA VAC - 5GL	DISPOSAL	EA	\$7.00
BAGS - 2MIL 30 X 40 CLEAR	DISPOSAL	EA	\$1.00
BAGS - 3MIL 30 X 40 CLEAR	DISPOSAL	EA	\$1.00
BAGS - 3MIL BLACK GARBAGE	DISPOSAL	EA	\$1.80
BAGS - 6MIL 30 X 40 "A"	DISPOSAL	EA	\$2.25
BAGS - 6MIL 30 X 40 "NON-HAZ"	DISPOSAL	EA	\$2.00
BAGS - 6MIL 30 X 40 CLEAR	DISPOSAL	EA	\$1.80
BAGS - 6MIL 33 X 50 CLEAR	DISPOSAL	EA	\$2.00
BAGS - BIOHAZARD 33 GL	DISPOSAL	EA	\$3.00
BIOHAZARD - 14 GALLON CAN	DISPOSAL	EA	\$180.00
BIOHAZARD - 6 GALLON CAN	DISPOSAL	EA	\$150.00
BLADES - 2" HYDE CARBIDE 2 EDGE	BLADES	EA	\$17.00
BLADES - 2" TILE BAR	BLADES	EA	\$19.00
BLADES - 3.5" TILE BAR	BLADES	EA	\$22.00
BLADES - 4" RAZOR SCRAPER	BLADES	EA	\$1.00
BLADES - 8" FLOOR SCRAPER	BLADES	EA	\$2.00
BLADES - CARBIDE CUTTER	BLADES	EA	\$30.00

*County of Orange, OC Public Works  
ATI Restoration, LLC*

*MA-080-21010632*

<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>UOM</b>	<b>RAT</b>
BLADES - DIAMOND PLATE - EDGER 7"	BLADES	EA	\$90.00
BLADES - KETT SAW DRYWALL	BLADES	EA	\$30.00
BLADES - KETT SAW PLASTER	BLADES	EA	\$110.00
BLADES - SAWZALL BI METAL	BLADES	EA	\$4.00
BLADES - SAWZALL WOOD	BLADES	EA	\$4.50
BOOTIES SHOE COVER	PPE	PR	\$11.00
BOX - DOCUMENT/BANKER WITH LID	CONTENTS	EA	\$9.00
BOX - FREEZE DRY	CONTENTS	EA	\$12.00
BOX - LAMP	CONTENTS	EA	\$9.00
BOX - LARGE WHITE 4.5 CUBIC FOOT	CONTENTS	EA	\$8.00
BOX - MIRROR	CONTENTS	EA	\$9.00
BOX - SMALL WHITE 1.5 CUBIC FOOT	CONTENTS	EA	\$4.00
BOX - WARDROBE 24"	CONTENTS	EA	\$19.00
BOX - X-RAY	CONTENTS	EA	\$20.00
BRUSH - NYLON TOOTHBRUSH	CLEANING	EA	\$3.00
BRUSH - SCRUB	CLEANING	EA	\$9.50

<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>UOM</b>	<b>RATES</b>
BRUSH - STEEL TOOTHBRUSH	CLEANING	EA	\$3.00
BRUSH - UTILITY	CLEANING	EA	\$8.00
BUBBLE WRAP - ANTI STATIC SM 24 X 750	CONTENTS	RL	\$335.00
BUBBLE WRAP - CUSHION PACK 48"	CONTENTS	RL	\$360.00
BUBBLE WRAP - LARGE 24 X 250 - 1/2"	CONTENTS	RL	\$120.00
BUBBLE WRAP - LARGE 48 X 250	CONTENTS	RL	\$185.00
BUBBLE WRAP - SMALL 24 X 750 - 3/16"	CONTENTS	RL	\$320.00
CARPET MASK/SHIELD SURFACE	PROTECTION	RL	\$120.00
CLEANER - BROAD SPECTRUM	CHEMICALS	GL	\$55.00
CLEANER - BROAD SPECTRUM	CHEMICALS	PL	\$195.00
CLEANER - CARPET EMULSIFIER	CHEMICALS	GL	\$22.00
CLEANER - CONTACT & CIRCUIT BOARD	CHEMICALS	CN	\$26.00
CLEANER - GERMICIDAL	CHEMICALS	GL	\$58.00
CLEANER - GERMICIDAL CONCENTRATE 3/121 FO	CHEMICALS	GL	\$15.00
CLEANER - GERMICIDAL CONCENTRATE 8/64 FO	CHEMICALS	BTL	\$85.00
CLEANER - GLASS	CHEMICALS	CN	\$10.00
CLEANER - HEAVY DUTY	CHEMICALS	GL	\$70.00
CLEANER - LEAD	CHEMICALS	GL	\$35.00
CLEANER - MICRO COIL CLEANER	CHEMICALS	EA	\$90.00
CLEANER - OVEN/GRILL	CHEMICALS	GL	\$9.00
CLEANER - POWER COIL CLEANER	CHEMICALS	EA	\$47.00
CLEANER - SIMPLE GREEN	CHEMICALS	GL	\$45.00
CLEANER - WALL WASH	CHEMICALS	GL	\$100.00
CORRUGATED CARDBOARD 48"	SURFACE PROTECTION	RL	\$215.00
OVERALLS - 2OZ	PPE	EA	\$6.50
COVERALLS - BLUE A60	PPE	EA	\$20.00
COVERALLS - TYVEK	PPE	EA	\$16.00
COVERALLS - YELLOW	PPE	EA	\$20.00
CREAM CLEANSER	CHEMICALS	CN	\$20.00
DEFOAMER	CHEMICALS	GL	\$44.00
DEGREASER - REGULAR OR WORKHORSE	CHEMICALS	GL	\$16.00
DEODORIZER - BOTANICAL	CHEMICALS	GL	\$80.00
DEODORIZER - MOUNTAIN AIR	CHEMICALS	GL	\$45.00
DEODORIZER - SMOKE/ODOR	CHEMICALS	GL	\$120.00
DEODORIZER - THERMAL FOG	CHEMICALS	GL	\$160.00
DEODORIZOR - DUCT ODOR ELIMINATOR	CHEMICALS	BTL	\$15.00

*County of Orange, OC Public Works  
ATI Restoration, LLC*

*MA-080-21010632*

<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>UOM</b>	<b>RATES</b>
DESSICANT BEADS	CHEMICALS	PAIL	\$125.00
DETERGENT - DISH	CHEMICALS	GL	\$52.00
DETERGENT - LAUNDRY	CHEMICALS	GL	\$75.00
DISINFECTANT - SHOCKWAVE	CHEMICALS	GL	\$100.00
DISINFECTANT - 4-IN-1 - 12/14 OZ	CHEMICALS	BTL	\$84.00
DISINFECTANT - AEROSOL	CHEMICALS	GL	\$285.00
DISINFECTANT - BOTANICAL	CHEMICALS	GL	\$100.00
DISINFECTANT - GERMICIDAL	CHEMICALS	GL	\$85.00
DISINFECTANT - HYDROGEN PEROXIDE - 4/128 FO (COMMERCIAL)	CHEMICALS	GL	\$89.00
DISINFECTANT - HYDROGEN PEROXIDE - 4/128 FO (RESIDENTIAL)	CHEMICALS	GL	\$170.00
DISINFECTANT - HYDROGEN PEROXIDE - 9/32 FO (COMMERCIAL)	CHEMICALS	BTL	\$74.00
DISINFECTANT - HYDROGEN PEROXIDE - 9/32 FO (RESIDENTIAL)	CHEMICALS	BTL	\$95.00
DISINFECTANT - PHENOL	CHEMICALS	GL	\$70.00
DISINFECTANT - QUATERNARY	CHEMICALS	GL	\$100.00
DISINFECTANT - SPORICIDIN	CHEMICALS	GL	\$75.00
DISINFECTANT - SURFACE	CHEMICALS	GL	\$170.00
DISPOSABLE DECON	CONTAINMENTS	EA	\$435.00
DRY ICE	CHEMICALS	LB	\$7.00
DUCT LINER 1" - 3' X 100'	HVAC	RL	\$625.00
DUCT MASTIC	HVAC	GL	\$52.00
ENCAPSULANT - CLEAR	CHEMICALS	GL	\$30.00
ENCAPSULANT - FUNGICIDAL	CHEMICALS	GL	\$175.00
ENCAPSULANT - HEAVY DUTY	CHEMICALS	PL	\$500.00
ENCAPSULANT - SMOKE/ODOR	CHEMICALS	GL	\$83.00
ENCAPSULANT - WHITE	CHEMICALS	GL	\$30.00
FILTER - 20 MICRON SHOWER	FILTER	EA	\$9.00
FILTER - 5 MICRON SHOWER	FILTER	EA	\$9.00
FILTER - CHARCOAL/CARBON MEDIA	FILTER	FT	\$4.00
FILTER - CUBE 24 X 24 X 15 NIKRO	FILTER	EA	\$85.00
FILTER - HAKO PROTECTOR	FILTER	EA	\$13.00
FILTER - HEPA 12 X 12 X 12	FILTER	EA	\$200.00
FILTER - HEPA 16 X 16 X 12	FILTER	EA	\$275.00
FILTER - HEPA 16 X 16 X 6	FILTER	EA	\$310.00
FILTER - HEPA 18 X 18 X 12	FILTER	EA	\$325.00
FILTER - HEPA 24 X 16 X 12	FILTER	EA	\$275.00
FILTER - HEPA 24 X 24 X 12	FILTER	EA	\$320.00
FILTER - HEPA 24 X 24 X 12 NIKRO	FILTER	EA	\$525.00
FILTER - HEPA VAC 12GL	FILTER	EA	\$500.00
FILTER - HEPA VAC 5GL	FILTER	EA	\$425.00
FILTER - HEPA VAC PLEATED 15 X 15 X 6 (NITRO)	FILTER	EA	\$550.00
FILTER - NILFISK STD MICRO	FILTER	EA	\$105.00
FILTER - NORTH 1/2 COMBO	FILTER	EA	\$21.00
FILTER - NORTH 1/2 RESPIRATOR	FILTER	EA	\$8.00
FILTER - PAPR	FILTER	EA	\$28.00
FILTER - PLEATED 12 X 12 X 1	FILTER	EA	\$13.00
FILTER - PLEATED 12 X 12 X 1 CARBON	FILTER	EA	\$38.00
FILTER - PLEATED 12 X 12 X 2	FILTER	EA	\$14.00
FILTER - PLEATED 12 X 12 X 2 CARBON C100	FILTER	EA	\$26.00
FILTER - PLEATED 12 X 12 X 2 CARBON C200	FILTER	EA	\$30.00
FILTER - PLEATED 16 X 16 X 1 CARBON	FILTER	EA	\$35.00

*County of Orange, OC Public Works  
ATI Restoration, LLC*

MA-080-21010632

<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>UOM</b>	<b>RATES</b>
FILTER - PLEATED 16 X 16 X 2	FILTER	EA	\$11.00
FILTER - PLEATED 16 X 16 X 2 CARBON	FILTER	EA	\$38.00
FILTER - PLEATED 16 X 20 X 2	FILTER	EA	\$10.00
FILTER - PLEATED 16 X 24 X 2	FILTER	EA	\$10.00
FILTER - PLEATED 16 X 24 X 2 CARBON C100	FILTER	EA	\$38.00
FILTER - PLEATED 16 X 24 X 2 CARBON C200	FILTER	EA	\$50.00
FILTER - PLEATED 24 X 18	FILTER	EA	\$17.00
FILTER - PLEATED 24 X 24	FILTER	EA	\$11.00
FILTER - PLEATED 24 X 24 X 1 CARBON C 200	FILTER	EA	\$40.00
FILTER - PLEATED 24 X 24 X 2 CARBON C 200	FILTER	EA	\$58.00
FILTER - PLEATED 24 X 24 X 4 NIKRO	FILTER	EA	\$47.00
FILTER - PLEATED CHARCOAL 24 X 24	FILTER	EA	\$50.00
FILTER - PRE 12 X 12 X 1/2	FILTER	EA	\$2.50
FILTER - PRE 16 X 16 X 1/2	FILTER	EA	\$2.50
FILTER - PRE 24 X 16	FILTER	EA	\$2.50
FILTER - PRE 24 X 18 X 1/2	FILTER	EA	\$2.50
FILTER - PRE 24 X 24 X 1/2	FILTER	EA	\$3.50
FILTER - WIRE - 12 X 12	FILTER	EA	\$9.00
FILTER - WIRE - 16 X 16	FILTER	EA	\$8.00
FILTER - WIRE - 24 X 16	FILTER	EA	\$8.00
FILTER - WIRE - 24 X 18	FILTER	EA	\$9.00
FILTER - WIRE - 24 X 24	FILTER	EA	\$9.00
FIRESTOP SEALANT FS ONE FOIL	HVAC	EA	\$105.00
FIRESTOPPING PLUG 2"	HVAC	EA	\$115.00
FLEX DUCT 10"	HVAC	RL	\$32.00
FLEX DUCT 12"	HVAC	RL	\$39.00
FLEX DUCT INSULATION R6 10"	HVAC	RL	\$140.00
FLEX DUCT INSULATION R6 12"	HVAC	RL	\$150.00
FLEX DUCT INSULATION R6 14"	HVAC	RL	\$210.00
FLEX DUCT INSULATION R6 6"	HVAC	RL	\$90.00
FLEX DUCT INSULATION R6 7"	HVAC	RL	\$100.00
FLEX DUCT INSULATION R6 8"	HVAC	RL	\$115.00
FLEX DUCT INSULATION R6 9"	HVAC	RL	\$125.00
FLOOR OIL SOAP	CHEMICALS	GL	\$55.00
FLOOR PROTECTION - REUSABLE - 2 MIL	SURFACE PROTECTION	RL	\$625.00
FURNITURE BLOCKS	CONTENTS	EA	\$0.50
GEL BLOCK - LARGE	CHEMICALS	EA	\$100.00
GEL BLOCK - SMALL	CHEMICALS	EA	\$26.00
GLASSES - ANTIFOG SAFETY	PPE	PR	\$9.00
GLOVE BAG - 44 X 60 (HORIZONTAL)	DISPOSAL	EA	\$19.00
GLOVE BAG - 60 X 84 (VERTICAL)	DISPOSAL	EA	\$40.00
GLOVES - 22MIL 15" HD NITRILE	PPE	EA	\$6.00
GLOVES - 5MIL PF	PPE	PR	\$1.25
GLOVES - 8MIL NITRILE	PPE	PR	\$6.00
GLOVES - BLACK NITRILE	PPE	PR	\$1.00
GLOVES - CHEMICAL- RESISTANT 12"	PPE	PR	\$4.00
GLOVES - CUT-RESISTANT	PPE	PR	\$22.00
GLOVES - KNIT WHITE WITH DOTS	PPE	PR	\$2.25
GLOVES - LEATHER	PPE	PR	\$5.00
GLOVES - PALM-COATED	PPE	PR	\$4.00
GLOVES - YELLOW LATEX	PPE	PR	\$2.00
GOGGLES - SAFETY	PPE	PR	\$11.00
HEARING PROTECTION (EAR PLUGS)	PPE	PR	\$1.00
HVAC - MOLD MAINTAIN	HVAC	EA	\$270.00



*County of Orange, OC Public Works  
ATI Restoration, LLC*

MA-080-21010632

<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>UOM</b>	<b>RATES</b>
HVAC - MOLD PREVENTION	HVAC	GL	\$75.00
INSULATION - ASTRO FOIL REFLECTIVE	HVAC	RL	\$200.00
INSULATION REPAIR CLOTH - 3 RL/PAIL	CHEMICALS	PL	\$600.00
LABEL - FRAGILE	CONTENTS	RL	\$75.00
LAYFLAT - 4MIL 24 X 500' AS CR 100	HVAC	RL	\$600.00
LAYFLAT - 6MIL 12 X 500'	HVAC	RL	\$300.00
LAYFLAT - 6MIL 18 X 500'	HVAC	RL	\$410.00
LAYFLAT - 6MIL 22 X 500	HVAC	RL	\$450.00
LAYFLAT - 6MIL 30" X 500	HVAC	RL	\$575.00
LEMON OIL	CHEMICALS	GL	\$150.00
LIGHT - UV BLACK LIGHT	MISCELLANEOUS	EA	\$48.00
LIGHT BULB - HALOGEN	MISCELLANEOUS	EA	\$4.00
LUBRICANT - GREASELESS	CHEMICALS	GL	\$125.00
LUBRICANT - NONDRYING FILM	CHEMICALS	GL	\$135.00
LUBRICANT - PENETRATING	CHEMICALS	CN	\$23.00
LUBRICANT - RUST INHIBITOR	CHEMICALS	GL	\$220.00
LUMINOL	CHEMICALS	EA	\$135.00
MASK - N100 WITH VALVE	PPE	EA	\$26.00
MASK - N95 WITH VALVE	PPE	EA	\$4.50
MASK - NUISANCE DUST	PPE	EA	\$1.50
MINERAL WOOL	CLEANING	EA	\$48.00
ODOR COUNTERACTANT	CHEMICALS	GL	\$125.00
ODORCIDE	CHEMICALS	GL	\$230.00
PLYWOOD - 4 X 8 X 1/2	MISCELLANEOUS	EA	\$120.00
PLYWOOD - 4 X 8 X 1/4	MISCELLANEOUS	EA	\$90.00
PLYWOOD - 4 X 8 X 7/16	MISCELLANEOUS	EA	\$60.00
POLISH - FURNITURE	CHEMICALS	EA	\$25.00
POLISH - STAINLESS STEEL	CHEMICALS	CN	\$15.00
POLY - 1.5MIL 12 X 200 CLEAR	CONTAINMENTS	RL	\$70.00
POLY - 1.5MIL 20 X 200	CONTAINMENTS	RL	\$115.00
POLY - 10MIL 20 X 100 CLEAR	CONTAINMENTS	RL	\$340.00
POLY - 10MIL 20 X 100 FIRE-RESISTANT	CONTAINMENTS	RL	\$500.00
POLY - 2MIL 10 X 100 CLEAR	CONTAINMENTS	RL	\$50.00
POLY - 2MIL 20 X 200	CONTAINMENTS	RL	\$150.00
POLY - 2MIL 8' 4" X 200	CONTAINMENTS	RL	\$65.00
POLY - 4MIL 10 X 100	CONTAINMENTS	RL	\$70.00
POLY - 4MIL 10 X 100 FIRE-RESISTANT	CONTAINMENTS	RL	\$95.00
POLY - 4MIL 12 X 100	CONTAINMENTS	RL	\$80.00
POLY - 4MIL 20 X 100 CLEAR	CONTAINMENTS	RL	\$130.00
POLY - 4MIL 20 X 100 FIRE-RESISTANT	CONTAINMENTS	RL	\$210.00
POLY - 4MIL 4 X 100	CONTAINMENTS	RL	\$40.00
POLY - 4MIL 8 X 100	CONTAINMENTS	RL	\$52.00
POLY - 6MIL 12 X 100	CONTAINMENTS	RL	\$115.00
POLY - 6MIL 20 X 100 AS FIRE-RESISTANT	CONTAINMENTS	RL	\$700.00
POLY - 6MIL 20 X 100 BLACK	CONTAINMENTS	RL	\$275.00
POLY - 6MIL 20 X 100 CLEAR	CONTAINMENTS	RL	\$195.00
POLY - 6MIL 20 X 100 FIRE-RESISTANT	CONTAINMENTS	RL	\$280.00
POLY - 6MIL 20 X 100 REINFORCED	CONTAINMENTS	RL	\$410.00
POLY - 6MIL 20 X 100 REINFORCED FIRE-RESISTANT	CONTAINMENTS	RL	\$450.00
POLY - 6MIL 8 X 100	CONTAINMENTS	RL	\$85.00
POLY - CLIP - LOOP TWIST	CONTAINMENTS	EA	\$1.25
POLY - HANGER # 3 BLUE	CONTAINMENTS	EA	\$10.00
POLY - HANGER # 4 RED	CONTAINMENTS	EA	\$10.00
POLY TUBING - 4MIL 19.5 X 500 12" DIA	MISCELLANEOUS	RL	\$135.00

*County of Orange, OC Public Works  
ATI Restoration, LLC*

*MA-080-21010632*

<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>UOM</b>	<b>RATES</b>
POLY TUBING - 4MIL 22 X 500 12" DIA	MISCELLANEOUS	RL	\$165.00
Q-TIPS - 3" (SMALL)	CLEANING	BX	\$21.00
Q-TIPS - 6" (LARGE)	CLEANING	BX	\$26.00
RAGS - BAR MOP	CLEANING	LBS	\$8.50
RAGS - MIXED KNIT	CLEANING	LBS	\$2.00
RAGS - SURGICAL BLUE	CLEANING	LBS	\$8.00
RAGS - WHITE	CLEANING	LBS	\$5.50
RAGS - WHITE WAFFLE	CLEANING	LBS	\$10.00
REMOVER - ADHESIVE AND MARKS	CHEMICALS	CN	\$30.00
REMOVER - CARPET ADHESIVE	CHEMICALS	GL	\$38.00
REMOVER - MASTIC	CHEMICALS	GL	\$65.00
REMOVER - MASTIC - SOY	CHEMICALS	GL	\$55.00
REMOVER - MASTIC - SOY	CHEMICALS	PL	\$220.00
REMOVER - PAINT	CHEMICALS	GL	\$65.00
REMOVER - PAINT - HEAVY DUTY	CHEMICALS	GL	\$175.00
REMOVER - PAINT - HEAVY DUTY	CHEMICALS	PL	\$750.00
REMOVER - STAIN	CHEMICALS	GL	\$120.00
REMOVER - URINE 4/128 FO	CHEMICALS	GL	\$116.00
REMOVER - URINE 9/32 FO	CHEMICALS	BTL	\$79.00
ROSIN PAPER	MISCELLANEOUS	RL	\$24.00
ROTARY BRUSH - REPLACEMENT CORE	HVAC	EA	\$105.00
ROTARY BRUSH - REPLACEMENT HEAD	HVAC	EA	\$300.00
SAND BAG - .5 CU FT - Filled	MISCELLANEOUS	EA	\$13.00
SAND BAG - 25 LB - Empty	MISCELLANEOUS	EA	\$5.50
SAND BAG - 30 LB - Filled	MISCELLANEOUS	EA	\$42.00
SAND BAG - 60 LB - Empty	MISCELLANEOUS	EA	\$9.00
SAND PAPER DISK	MISCELLANEOUS	EA	\$3.00
SANI 10	CHEMICALS	GL	\$31.00
SAW DUST	CLEANING	BG	\$33.00
SCOURING PADS - DOODLE BUG	CLEANING	EA	\$8.50
SCOURING SPONGES - YELLOW & GREEN	CLEANING	EA	\$3.25
SCRUBS	PPE	EA	\$13.50
SEALANT - DUCTING	CHEMICALS	EA	\$45.00
SEALANT - LEAD	CHEMICALS	GL	\$90.00
SEALANT - LEAD	CHEMICALS	PL	\$625.00
SEALANT - MOLD - CLEAR	CHEMICALS	GL	\$12.00
SEALANT - MOLD - CLEAR	CHEMICALS	GL	\$155.00
SEALANT - MOLD - WHITE	CHEMICALS	GL	\$155.00
SEALANT - SMOKE/ODOR - CLEAR	CHEMICALS	GL	\$120.00
SEALANT - SMOKE/ODOR - CLEAR	CHEMICALS	PL	\$475.00
SEALANT - SMOKE/ODOR - WHITE	CHEMICALS	GL	\$120.00
SEALANT - SMOKE/ODOR - WHITE	CHEMICALS	PL	\$475.00
SEALANT - SOOT	CHEMICALS	GL	\$105.00
SEALANT - SURFACE - BOTANICAL	CHEMICALS	GL	\$90.00
SHAMPOO	CHEMICALS	EA	\$17.00
SHRINK WRAP	CONTENTS	RL	\$70.00
SIGN - DANGER (ENGLISH)	SIGN	EA	\$1.00
SIGN - DANGER (SPANISH)	SIGN	EA	\$1.00
SIGN - HAZARD LEAD (ENGLISH)	SIGN	EA	\$1.00
SIGN - HAZARD LEAD (SPANISH)	SIGN	EA	\$1.00
SIGN - HAZARD MOLD (ENGLISH)	SIGN	EA	\$1.00
SIGN - HAZARD MOLD (SPANISH)	SIGN	EA	\$1.00
SMOKE/FIRE/CHEMICAL SPONGES	CLEANING	EA	\$6.00
STEEL WOOL FINE	CLEANING	EA	\$1.00

*County of Orange, OC Public Works  
ATI Restoration, LLC*

MA-080-21010632

<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>UOM</b>	<b>RATES</b>
STORAGE - DRUM 55GL METAL	MISCELLANEOUS	EA	\$140.00
SURFACE PROTECTION - TEMPORARY - 10MIL	SURFACE PROTECTION	RL	\$775.00
TACKY MAT SURFACE	PROTECTION	PD	\$125.00
TACKY MAT REFILL SURFACE	PROTECTION	PK	\$105.00
TAPE - ASBESTOS AHERA WHITE	TAPE	RL	\$28.00
TAPE - ASBESTOS RED DANGER	TAPE	RL	\$28.00
TAPE - BIOHAZARD	TAPE	RL	\$28.00
TAPE - CAUTION LEAD	TAPE	RL	\$28.00
TAPE - CAUTION YELLOW	TAPE	RL	\$28.00
TAPE - CONTENTS PACKING CLEAR 2"	TAPE	RL	\$5.00
TAPE - DANGER DO NOT ENTER	TAPE	RL	\$25.00
TAPE - DUCT 2"	TAPE	RL	\$17.00
TAPE - HARD CAST 3.5	TAPE	RL	\$75.00
TAPE - INSULATED FOIL SCRIM KRAFT 3"	TAPE	RL	\$80.00
TAPE - PAINTERS BLUE 2"	TAPE	RL	\$20.00
TAPE - PAINTERS BLUE 3"	TAPE	RL	\$27.00
TAPE - WHITE POLY - 2"	TAPE	RL	\$12.00
TAPE - YELLOW POLY - 2"	TAPE	RL	\$13.00
TIE WEBBING	CONTENTS	RL	\$40.00
UNIBIT	HVAC	GL	\$72.50
VACUUM - EXTENSION WAND 1.25"	HVAC	EA	\$85.00
VACUUM - REPLACEMENT BRUSH HEAD	HVAC	EA	\$33.00
VAPORTECH MEMBRANE	CHEMICALS	EA	\$78.00
WASTE CONTAINER - COLLAPSIBLE	DISPOSAL	EA	\$82.00
WATER - BOTTLED	PPE	CS	\$24.00
WIPES - GERMICIDAL 2/110 CT	CLEANING	CT	\$185.00
WIPES - GERMICIDAL 2/110 CT - REFILL	CLEANING	CT	\$175.00
WIPES - GERMICIDAL 6/150 CT	CLEANING	CT	\$205.00
WIPES - GERMICIDAL 6/70 CT	CLEANING	CT	\$240.00
WIPES - HYDROGEN PEROXIDE 2/185 CT	CHEMICALS	CT	\$135.00
WIPES - HYDROGEN PEROXIDE 2/185 CT - REFILL	CHEMICALS	CT	\$185.00
WIPES - HYDROGEN PEROXIDE 6/155 CT	CHEMICALS	CT	\$140.00
WIPES - HYDROGEN PEROXIDE 6/95 CT	CHEMICALS	CT	\$115.00
WIPES - MASK	CLEANING	CT	\$235.00
WIPES - MASK - REFILL	CLEANING	CT	\$200.00
WIPES - RESPIRATOR	CLEANING	BX	\$13.00
WIPES - SPORICIDIN	CLEANING	BX	\$32.00
ZIP TIES 48"	CONTENTS	EA	\$2.25
ZIPPERS FOR CONTAINMENT	CONTAINMENTS	EA	\$12.00

**EQUIPMENT**

<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>UOM</b>	<b>RATES</b>
50' CABLING (DIESEL, ELECTRIC, OR PROPANE)	POWER	DAY	\$40.00
AIR COMPRESSOR - ELECTRIC LARGE (5 HP)	AIR	DAY	\$225.00
AIR COMPRESSOR - ELECTRIC X-LARGE (15 HP)	AIR	DAY	\$275.00
AIR COMPRESSOR & ACCESSORIES - LARGE (300-450 CFM)	AIR	DAY	\$700.00
AIR COMPRESSOR & ACCESSORIES - MEDIUM (10-50 CFM)	AIR	DAY	\$150.00
AIR COMPRESSOR & ACCESSORIES - SMALL (10 CFM)	AIR	DAY	\$37.00
AIR COMPRESSOR & ACCESSORIES - X-LARGE (90-150 CFM)	AIR	DAY	\$1,900.00
AIR MOVER	DRYING	DAY	\$30.00
AIR MOVER WITH WALL DRYING SYSTEM & ATTACHMENTS	DRYING	DAY	\$150.00
AIR SAMPLING PUMP	AIR	DAY	\$21.00
AIR TOOL KIT	HVAC	DAY	\$25.00
AIR WHIP SYSTEM	HVAC	DAY	\$125.00

*County of Orange, OC Public Works  
ATI Restoration, LLC*

*MA-080-21010632*

**EQUIPMENT**

<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>UOM</b>	<b>RATES</b>
AIR WOLF WITH HOSES & TEE VALVES	AIR	DAY	\$150.00
AIRLESS SPRAYER	AIR	DAY	\$175.00
ANTI STATIC HEEL GROUNDOR OR WRIST STRAPS	HIGH TECH	DAY	\$10.00
APPLIANCE DOLLY	MOVING	DAY	\$25.00
BLADDER / ZONE BAG	HVAC	DAY	\$38.00
BOBCAT SKID STEER LOADER	VEHICLE & FUEL	DAY	\$750.00
BORESCOPE	INSPECTION	DAY	\$105.00
BOX VAN - LARGE	VEHICLE & FUEL	DAY	\$450.00
BOX VAN - MEDIUM	VEHICLE & FUEL	DAY	\$350.00
BOX VAN - SMALL	VEHICLE & FUEL	DAY	\$300.00
CABLE RAMP COVERS	POWER	DAY	\$16.00
CARGO VAN	VEHICLE & FUEL	DAY	\$250.00
CARPET CLEANER - PORTABLE	CLEANER	DAY	\$75.00
CARPET CLEANER - TRUCK MOUNTED (FEES INCLUDED)	VEHICLE & FUEL	DAY	\$1,200.00
CART SPRAY SYSTEM	HVAC	DAY	\$105.00
CATASTROPHE TRAILER	VEHICLE & FUEL	DAY	\$580.00
CLEANING EQUIPMENT WITH HEPA	CLEANER	DAY	\$210.00
CUTTING KIT PNEUMATICS/NIBBLER/AIR HAMMER/CLAW RIPPER	HVAC	DAY	\$100.00
DEHUMIDIFIER - LARGE (110-159 PPD)	DRYING	DAY	\$175.00
DEHUMIDIFIER - MEDIUM (70-109 PPD)	DRYING	DAY	\$125.00
DEHUMIDIFIER - SMALL (69 PPD)	DRYING	DAY	\$100.00
DEHUMIDIFIER - X-LARGE (160+ PPD)	DRYING	DAY	\$275.00
DESICCANT DEHUMIDIFIER - LARGE (5,000 CFM)	DRYING	DAY	\$2,000.00
DESICCANT DEHUMIDIFIER - MEDIUM (3,000-4,000 CFM)	DRYING	DAY	\$1,250.00
DESICCANT DEHUMIDIFIER - SMALL (1,000 - 2,500 CFM)	DRYING	DAY	\$750.00
DESICCANT DEHUMIDIFIER - X-LARGE (7,500 CFM)	DRYING	DAY	\$3,000.00
DESICCANT DEHUMIDIFIER - XX-LARGE (10,000 CFM)	DRYING	DAY	\$2,500.00
DESICCANT DEHUMIDIFIER - XXX-LARGE (15,000 CFM)	DRYING	DAY	\$5,000.00
DRY ICE BLASTING UNIT	MISCELLANEOUS	DAY	\$675.00
DUMP TRUCK	VEHICLE & FUEL	DAY	\$850.00
DUST COLLECTOR - MACHINE-POWERED	CLEANER	DAY	\$300.00
ELECTRICAL DISTRIBUTION PANEL - 100 AMP	POWER	DAY	\$125.00
ELECTRICAL DISTRIBUTION PANEL - 200 AMP	POWER	DAY	\$189.00
ELECTRICAL DISTRIBUTION PANEL - 300 AMP	POWER	DAY	\$275.00
ELECTRICAL DISTRIBUTION PANEL - 400 AMP	POWER	DAY	\$262.50
EXTRACTION FLOOD UNIT - PORTABLE	EXTRACTION	DAY	\$150.00
EXTRACTION FLOOD UNIT - TRUCK MOUNTED	EXTRACTION	DAY	\$550.00
FLAT BOX CART	MOVING	DAY	\$16.00
FLATBED MOVING WITH FORKLIFT	VEHICLE & FUEL	DAY	\$750.00
FLOOR BUFFER	FLOOR	DAY	\$45.00
FLOOR EDGER 7"	FLOOR	DAY	\$160.00
FLOOR GRINDER 25"	FLOOR	DAY	\$500.00
FLOOR SCRAPER & REMOVER - RIDE-ON	FLOOR	DAY	\$1,000.00
FOGGER - THERMAL	DEODORIZATION	DAY	\$110.00
FOGGER - ULV	DEODORIZATION	DAY	\$30.00
FURNITURE BLANKETS	MOVING	DAY	\$2.00
FURNITURE PADS	MOVING	DAY	\$9.00
GENERATOR - 10 KW	POWER	DAY	\$120.00
GENERATOR - 100 KW	POWER	DAY	\$945.00
GENERATOR - 150 KW	POWER	DAY	\$1,050.00

*County of Orange, OC Public Works  
ATI Restoration, LLC*

*MA-080-21010632*

**EQUIPMENT**

<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>UOM</b>	<b>RATES</b>
GENERATOR - 175 KW	POWER	DAY	\$1,260.00
GENERATOR - 200 KW	POWER	DAY	\$1,365.00
GENERATOR - 250 KW	POWER	DAY	\$1,470.00
GENERATOR - 30 KW	POWER	DAY	\$350.00
GENERATOR - 300 KW	POWER	DAY	\$1,575.00
GENERATOR - 400 KW	POWER	DAY	\$2,100.00
GENERATOR - 5 KW	POWER	DAY	\$90.00
GENERATOR - 50 KW	POWER	DAY	\$578.00
GENERATOR - 75 KW	POWER	DAY	\$720.00
HARD HAT	PPE	DAY	\$20.00
HEATER - ELECTRIC LARGE	HEATING	DAY	\$200.00
HEATER - ELECTRIC SMALL	HEATING	DAY	\$130.00
HEATER - FURNACE	HEATING	DAY	\$185.00
HEATER - PROPANE LARGE (400K BTU)	HEATING	DAY	\$80.00
HEATER - PROPANE SMALL	HEATING	DAY	\$60.00
HEPA DECON CART	CLEANER	DAY	\$400.00
HYDROGEN TANK	AIR	DAY	\$184.00
HYDROXYL	DEODORIZATION	DAY	\$200.00
INJECTIDRY WITH HOSES	DRYING	DAY	\$125.00
INJECTIDRY WITH HOSES & HEPA INTERCEPTOR	DRYING	DAY	\$140.00
KETT SAW	MISCELLANEOUS	DAY	\$35.00
LIGHT, WORKLIGHT - FLOOD LIGHT, TEMP STRING	POWER	DAY	\$18.00
MANOMETER	INSPECTION	DAY	\$75.00
MOBILE CONTAINMENT CUBES WITH HEPA	CONTAINMENT	DAY	\$500.00
NEGATIVE AIR MACHINE - LARGE (2,000 CFM)	AIR	DAY	\$150.00
NEGATIVE AIR MACHINE - MEDIUM (1,000 - 1,800 CFM)	AIR	DAY	\$120.00
NEGATIVE AIR MACHINE - SMALL (1,000 CFM)	AIR	DAY	\$90.00
NITROGEN TANK	HVAC	DAY	\$70.00
OZONE GENERATOR - LARGE	DEODORIZATION	DAY	\$150.00
OZONE GENERATOR - SMALL	DEODORIZATION	DAY	\$120.00
PASSENGER VAN	VEHICLE & FUEL	DAY	\$275.00
PERSONAL FALL PROTECTION - HARNESS & LANYARD	PPE	DAY	\$10.00
PERSONAL FALL PROTECTION - LIFELINES	PPE	DAY	\$65.00
PICKUP TRUCK	VEHICLE & FUEL	DAY	\$225.00
PICKUP TRUCK - HEAVY DUTY - 3/4 TON	VEHICLE & FUEL	DAY	\$275.00
POP UP SHOWER WITH FILTRATION	CONTAINMENT	DAY	\$125.00
POP UP TENT	MISCELLANEOUS	DAY	\$30.00
PRESSURE WASHER	CLEANER	DAY	\$145.00
PRESSURE WASHER - HOT	CLEANER	DAY	\$170.00
PUMP - SUBMERSIBLE - GAS	EXTRACTION	DAY	\$200.00
RESPIRATOR - 1/2 FACE	PPE	DAY	\$10.50
RESPIRATOR - FULL FACE	PPE	DAY	\$45.00
RESPIRATOR - PAPR	PPE	DAY	\$70.00
ROTARY BRUSH KIT	HVAC	DAY	\$125.00
SCAFFOLDING, ROLLING - LARGE	MISCELLANEOUS	DAY	\$132.00
SCAFFOLDING, ROLLING - SMALL	MISCELLANEOUS	DAY	\$48.00
SODA BLASTER UNIT - 6.5 CU	CLEANER	DAY	\$600.00
SPIDER BOX - WITH CABLE	POWER	DAY	\$69.00
SPIDER BOX CABLES - 100'	POWER	DAY	\$40.00
STAKEBED	VEHICLE & FUEL	DAY	\$650.00
STORAGE - CONTAINER BOX	MISCELLANEOUS	DAY	\$85.00
THERMAL IMAGING CAMERA	INSPECTION	DAY	\$185.00
THERMOHYGROMETER	INSPECTION	DAY	\$60.00

*County of Orange, OC Public Works  
ATI Restoration, LLC*

MA-080-21010632

**EQUIPMENT**

<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>UOM</b>	<b>RATES</b>
ULTRA VIOLET MOBILE ROOM SANITIZER LARGE	HIGH TECH	DAY	\$500.00
ULTRA VIOLET MOBILE ROOM SANITIZER SMALL	HIGH TECH	DAY	\$200.00
ULTRASONIC CLEANING MACHINE LARGE	CLEANER	DAY	\$300.00
ULTRASONIC CLEANING MACHINE SMALL	CLEANER	DAY	\$160.00
UTILITY VEHICLE, GOLF CART OR EQUIVALENT	VEHICLE & FUEL	DAY	\$250.00
VACUUM - BACKPACK	CLEANER	DAY	\$90.00
VACUUM - HEALTHCARE	CLEANER	DAY	\$90.00
VACUUM - HEPA - SMALL	CLEANER	DAY	\$90.00
VACUUM- HEPA - LARGE	CLEANER	DAY	\$125.00
VIDEO TOOL ROBOT	HVAC	DAY	\$350.00
WORKSTATION (TABLE, CHAIR, LIGHTS, ESD)	MISCELLANEOUS	DAY	\$22.50

**LABOR:** LABOR RATES SHALL BE AS FOLLOWS:

<b>SCOPE</b>	<b>DIR CLASS</b>	<b>HOURLY BILL RATE</b>
A. Sewage and water damage remediation	Labor Group 1 (see also group 5 below)	\$132.68
B. Drywall and plaster removal	Labor Group 1	\$132.68
C. Carpet padding removal	Labor Group 1	\$132.68
D. Wood or laminate floor removal	Labor Group 1	\$132.68
E. Wall covering and window treatment removal	Labor Group 1	\$132.68
F. Door and door jam removal	Labor Group 1	\$132.68
G. Ceiling tile removal	Labor Group 1	\$132.68
H. Insulation removal (may require asbestos testing Before removal)	Labor Group 1	\$132.68
I. Cabinetry removal	Labor Group 1	\$132.68
J. Furniture (modular and fixed) removal	Labor Group 1	\$132.68
K. File cabinet removal	Labor Group 1	\$132.68
L. Plumbing fixtures and accessories	Labor Group 1	\$132.68
Add	Asbestos and Lead Worker	\$132.46
Add	Cabinet Installer	\$144.67
Add	Carpenter	\$144.67
Add	Drywall Finisher	\$143.70
Add	Drywall Installer/ Lather	\$145.31
Add	Electrician (Inside Wireman	\$155.96
Add	Industrial Repaint Painter	\$119.25
Add	Insulation Installer	\$144.67
Add if sewage related (Toxic Waste Removal)	Labor Group 5	\$138.50
Add	Plumber (Industrial and General)	\$165.27
Add	Sheet Metal Worker	\$163.17
Add	Tile Layer	\$131.98
Add	Project Director	\$120.00
Add	Project Manager	\$95.00

County of Orange, OC Public Works  
ATI Restoration, LLC

MA-080-21010632

<b>SMALL TOOLS: A 3% CHARGE BASED ON THE LABOR TOTAL</b>	
ACCOUNTING KITS	PAINT ROLLERS
BARREL PUMPS	PALLET JACKS
BARS	PAPER TOWELS
BATTERIES	PLIERS
BOLT CUTTERS	PORTABLE TOOL BOX
BUCKETS	POWER TOOLS
CELL PHONES	RATCHET SETS
CHAIN SAWS	ROTO ZIPS
CHAINS	SANDERS
CHAIRS	SAWZALLS
CROW BARS	SCRAPER BARS
DEMO CART	SCREW DRIVERS
DRILLS	SHEARS
DRIVES	SHOVELS
DUST PANS	SMOCKS
EXTENSION CORDS	SPRAY BOTTLES
FIRE EXTINGUISHERS	SQUEEGEES
FIRST AID KITS	STAPLE GUNS
FLASH LIGHTS	TABLES
FUEL CANS	TAPE GUNS
FURNITURE BLOCKS	TOOL BOX
FURNITURE TAGS	TRASH BINS
HAMMERS	TRASH CANS
HANDLES	TWO-WAY RADIOS
HARD HATS	T-SHIRTS
HOG RINGS	UNGER POLES
ICE CHESTS	UNIFORMS
INVENTORY TAGS	UTILITY BLADES
JOB BOX	UTILITY KNIVES
LADDERS	VESTS
LIGHT BULBS	WATER COOLER
LOCKS	WATER HOSES
MOISTURE METER	WIPES
MOP BUCKETS	WRENCHES
MOP HEADS	WHEELBARROW
MOPS	

**MARKET:** ATI RESERVES THE RIGHT TO ADJUST THE PRICING OF ALL MATERIALS AND CONSUMABLES BASED ON MARKET CONDITIONS BEYOND OUR CONTROL. THIS WOULD INCLUDE PRICING INCREASES FROM MARKET CONDITIONS SUCH AS CHANGES IN PRODUCT DEMANDS BASED UPON A REGIONAL OR NATIONAL CATASTROPHE.

**MATERIALS NOT ON THE RATE SHEET:** UNSCHEDULED MATERIALS PURCHASED FOR THE PROJECTED WILL BE BILLED AT COST PLUS 30%.

County of Orange, OC Public Works  
ATI Restoration, LLC

MA-080-21010632

**SMALL TOOLS:** A 3% SMALL TOOLS CHARGE WILL BE BASED ON THE LABOR TOTAL. A LIST OF SMALL TOOLS CAN BE FOUND IN PRICE LIST ATTACHMENT B.

**GAS AND MILEAGE:** ATI INCLUDES GASOLINE AND MILEAGE IN THE DAILY RATES FOR VEHICLES. ADDITIONAL GAS AND MILEAGE WILL NOT BE CHARGED.

**WEEKLY CONVERSION:** THE WEEKLY RENTAL FEE FOR EQUIPMENT IS EQUIVALENT TO 5 DAILY RENTAL FEES. ONCE EQUIPMENT IS ON RENTAL FOR 7 DAYS, THE WEEKLY RATE APPLIES.

**MONTHLY CONVERSION:** THE MONTHLY RENTAL FEE FOR EQUIPMENT IS EQUIVALENT TO 15 DAILY RENTALS FEES OR 3 WEEKLY RENTAL FEES. ONCE EQUIPMENT IS ON RENTAL FOR 30 DAYS, THE MONTHLY RATE APPLIES.

**CONVERSION EXCEPTIONS:** WEEKLY AND MONTHLY DISCOUNTS TO NOT APPLY TO VEHICLES OR STORAGE VAULTS. NO CONVERSION DISCOUNTS WILL BE APPLIED TO ANY INVOICE PAID AFTER NET 60 DAYS.

**EQUIPMENT CONVERSION EXAMPLE:** EXAMPLE: EQUIPMENT ON RENTAL FOR 17 DAYS WILL BE CHARGED FOR 2 WEEKS RENTAL AND 3 DAILY RENTALS. THE 2 WEEKS RENTAL CHARGES EQUATES OUT TO 10 DAILY + 3 DAILY RENTALS = 13 DAY RENTAL. IF THE INVOICE IS NOT PAID IN NET 60 DAYS, THIS EQUIPMENT WILL BE CHARGED FOR 17 DAILY RENTALS.

**UNSCHEDULED EQUIPMENT PURCHASE:** THE DAILY RENTAL RATE FOR UNSCHEDULED EQUIPMENT PURCHASED FOR THE PROJECT WILL BE 5% OF THE PURCHASE PRICE.

**TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEEDS..... \$3,000,000.00**

For term starting March 9, 2024, **TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED** (Aggregate amount between 3 Contractors): ..... **\$600,000**

- 3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.
- 4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- 5. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- 6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department



*County of Orange, OC Public Works  
ATI Restoration, LLC*

*MA-080-21010632*

and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
  - A. Contractor’s name and address
  - B. Contractor’s remittance address, if different from “A” above
  - C. Contractor’s Taxpayer ID Number
  - D. Name of County Agency/Department
  - E. Delivery/Service address
  - F. Master Agreement (MA) **MA-080-21010632**
  - G. Agency/Department’s Account Number
  - H. Date of invoice
  - I. Product/Service description, quantity, and prices
  - J. Sales tax, if applicable
  - K. Freight/Delivery charges, if applicable
  - L. Total

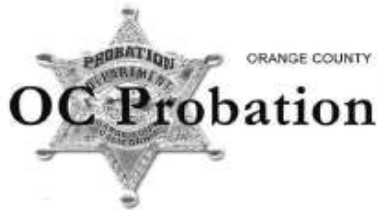
Invoices and support documentation for OC Public Works are to be forwarded to:

OC Public Works/Facilities Operations  
Attn: Account Payable  
601 N. Ross St.  
Santa Ana, CA 92701  
Email: [Facops@ocpw.ocgov.com](mailto:Facops@ocpw.ocgov.com)

Invoices and support documentation for John Wayne Airport are to be forwarded to:

John Wayne Airport  
Attn: Accounts Payable  
3160 Airway Avenue  
Costa Mesa, CA 92626  
Email: [AccountsPayable@ocair.com](mailto:AccountsPayable@ocair.com)

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT D  
PROBATION – VENDOR CLEARANCE PROCESS

DANIEL HERNANDEZ  
CHIEF PROBATION OFFICER

TELEPHONE: (714) 569-2000

1055 N. MAIN STREET, 5<sup>TH</sup> FLOOR  
SANTA ANA, CA 92701

MAILING ADDRESS:  
P. O. BOX 10260  
SANTA ANA, CA 92711-0260

VENDOR BACKGROUND APPOINTMENT INFORMATION  
1535 EAST ORANGEWOOD AVE.  
ANAHEIM, CA. 92805

All individuals who perform work in Probation Department facilities or on Probation Department property are required to undergo and pass a security clearance that includes being fingerprinted.

**NOTE: A number of situations will prevent you from clearing this process, including, but not limited to: current or recent grant of probation or parole; active warrant for your arrest; or pending criminal matters, use of false or altered documents, or dishonesty when providing requested information.**

On the day of your appointment, report to:

Orange County Probation Department – North County Field Services Office  
1535 EAST ORANGEWOOD AVE., ANAHEIM CA. 92805

Entering the Building – use the stairs adjacent to the ramp in front of the building. Provide a photo ID to the security officer and explain you are here for a background clearance appointment. To ensure a rapid security screening do not bring any weapons and/or tools that may be deemed as weapons to your appointment. Once inside the building, check in with the receptionist and ask for Adriana Montanez at 714-937-4714, Vera Jackson at 714-937-4733 or Pina Cairns at 714-937-4715.

Bring the following **required** documents with you to your appointment:

- California driver's license or ID; **no copies will be accepted.**
- Social Security Card; **no copies will be accepted.**
- Documents that establish employment authorization (**whichever applies below**):
  - **If born in the U.S.**, bring original birth certificate or U.S. passport; **no copies, abstracts, or hospital-issued certificates will be accepted; no passports from U.S. Territories: American Samoa, Swain Islands, and Northern Mariana Islands will be accepted.**
  - **If you became an American Citizen**, bring original U.S. Certificate of Naturalization or U.S. passport; **no copies will be accepted.**
  - **If you are not an American Citizen**, bring original and valid U.S. Permanent Resident Card (Green Card) or **original and valid** Employment Authorization Document (Work Permit); **no copies will be accepted.**

Please bring employer's business card to the appointment.

**All documents need to be original and valid. Only the documents listed above will be accepted.**

**If you do not have the required documents, you will not be permitted to proceed with the clearance process.**

The results will be provided to your employer once the background is complete.

07/22 vj