

CONSTRUCTION AGREEMENT

This Construction Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between the City of Richmond, a municipal corporation and charter city (“City”) and ATI Restoration, LLC (“Contractor”), with reference to the following facts. The parties may be referred to in this Agreement individually as “Party” and collectively as the “Parties.”

RECITALS

A. On May 16, 2025, the City issued a Request for Proposals (RFP) seeking qualified contractors to provide On-Call General Contractor Services (“Project”) for various construction, repair, maintenance and/or emergency services on an as-needed basis. The scope of services includes, but is not limited to Minor Construction, Remodel, Plumbing, Mechanical, Electrical, HVAC, Concrete and Masonry, Carpentry, Roofing, Repair, Painting, Flooring, Glazing and Glasswork, Temporary Fencing, Door and Fencing Repair, Minor Demolition including Off Haul, Traffic Control, Grading and Earthwork, Debris Removal, Board-ups (large jobs), Tree Removal, Paving, Pumping, Damming, Dewatering, Flood Damage Restoration, Emergency and Non-Emergency Repair, Hazardous Material Abatement.

B. Contractor submitted responsive qualifications and has been selected as one of the qualified On-Call General Contractors.

C. City now desires to enter into an agreement with Contractor for On-Call General Contractor Services, for a not-to-exceed contract amount of \$1,500,000 over a three (3)-year term with the option for two one-year extensions, each up to \$500,000 per year, whereby specific projects will be authorized via individual Work Authorizations (WA), pursuant to the terms and conditions herein.

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, and intending to be bound hereby, the Parties agree as follows:

ARTICLE I
CONSTRUCTION OF PROJECT

Section 1.1 Contract Documents and Work Authorization.

All work under this Agreement shall be initiated by a Work Authorization (WA) issued by the City. Each WA shall define the specific project scope, location, schedule and pricing for the services required (“Work”).

This Agreement, Request for Proposals (RFP) and Contractor’s Proposal attached as Exhibit A, the executed Work Authorization (WA) for the Work, the specific plans, specifications, and special provisions attached to the executed WA, along with any Requests for Information (RFI) and responses to RFI, and the following documents, constitute the “Contract Documents.”

Section 1.2 Construction.

Contractor shall furnish all labor, materials, methods, processes, implements, tools and machinery, within the time frames set, and do all the things necessary for the proper execution and completion of the Work as defined in each Work Authorization.

Section 1.3 Protection of Monuments and Existing Improvements.

Contractor shall carefully preserve all property monuments, benchmarks, control points, utilities, and adjacent improvements. Contractor shall not disturb or remove any such markers without written

consent of the City Engineer. If damaged, displaced, or destroyed due to Contractor's operations, Contractor shall, at its sole cost, have them re-established by a California licensed Land Surveyor and repair any affected improvements to the City's satisfaction.

Section 1.4 Payments.

- (a) Contractor agrees to receive and accept the sums set forth in the executed Work Authorization and its supporting documentation, as full compensation for furnishing all materials and performing all the work contemplated and required by this Agreement and the associated Work Authorization. This compensation covers all loss or damage arising out of the nature of the undertaking of the construction of the Work, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the construction of the Work until its completion and acceptance by the City, and for all expenses incurred by or in consequence of the suspension or discontinuance of the construction of the Work, and for well and faithfully performing the construction of the Work and the whole thereof, in the manner and according to the Contract Documents.
- (b) Each Work Authorization may establish liquidated damages for late completion, assessed per calendar day, reflecting the City's estimated costs and impacts due to delay.

Section 1.5 Discovery of Hazardous Waste or Unusual Conditions.

- (a) Promptly and before the following conditions are disturbed, the Contractor shall notify the City in writing of any:
 - (1) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
- (b) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order under the procedures described in this Agreement.
- (c) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Section 1.6 Laws and Regulations.

- (a) The Project work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Contractor shall be responsible to the City for the procurement and maintenance thereof.

- (b) Stormwater Compliance. Contractor shall comply with all applicable stormwater, NPDES, and MS4 requirements, and implement BMPs in accordance with the City's permits and Project Specifications (including any SWPPP/WPCP as applicable).
- (c) Contractor shall cause all work performed in connection with construction of the Project to be performed in compliance with (i) all applicable laws, ordinances, rules and regulations now in force or that may be enacted hereafter; (ii) all conditions of Work approval and mitigation measures included in any adopted or certified environmental document prepared for the Work; and (iii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction, provided that such direction given during construction does not conflict with conditions of Project approval or mitigation measures.
- (d) Contractor shall and shall cause its subcontractors to pay prevailing wages in the construction of the Project as those wages are determined pursuant to Labor Code Sections 1720 et seq., and implementing regulations of the Department of Industrial Relations, and to comply with all other applicable federal, State and local laws, regulations and ordinances pertaining to labor standards insofar as those laws, regulations and ordinances apply to the performance of this Agreement, including any applicable City of Richmond employment requirements, including but not limited to the City's Living Wage Ordinance (Richmond Municipal Code Chapter 2.60), the City's Business Opportunity Ordinance (Richmond Municipal Code Chapter 2.50), and the City's Local Employment Program Ordinance (Richmond Municipal Code Chapter 2.56). During the construction of the Project, Contractor shall post at the construction site the applicable prevailing rates of per diem wages. Contractor shall indemnify, hold harmless and defend, (with counsel reasonably acceptable to the City) the City against any claims for damages, compensation, fines, penalties or other amounts arising out of failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages in connection with construction of the Project. This Section 1.5(d) shall survive the termination of this Agreement.
- (e) Contractor and all subcontractors shall maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker and others employed on the Project. Each payroll record shall contain or be verified by a written declaration made under penalty of perjury, stating both of the following: (1) the information contained in the payroll record is true and correct, and (2) the employer has complied with the requirements of Labor Code Section 1771 (prevailing wage provisions), Section 1811 (eight-hour day, forty-hour week provisions), and Section 1815 (overtime compensation) for any work performed by his or her employees on the Project. The Contractor shall provide certified payroll records to the City each week, no later than ten (10) days after the end of a weekly pay period. Pay records shall be maintained and made available in accordance with Labor Code Section 1776. In addition, Contractor shall and shall cause its subcontractors promptly to deliver to the City, upon request, documents verifying compliance with the Living Wage Ordinance, which include documents which evidence that each affected employee has been notified regarding the wages required to be paid pursuant to the Living Wage Ordinance. Such wages shall also be posted at the construction site. This Section 1.5(e) shall survive the termination of this Agreement.

Section 1.7 Inspections.

Contractor shall permit and facilitate, and shall require its subcontractors to permit and facilitate, observation and inspection of the Project by the City and by public authorities at all times for the purposes of determining compliance with this Agreement and permits issued to perform the Project. In so doing,

Contractor shall provide access for testing and inspections. Contractor shall coordinate and schedule all testing and inspections required for the Project with the required advance notice as defined in the Project Specifications.

Section 1.8 Equal Opportunity.

- (a) During the construction of the Project there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work.
- (b) In addition, Contractor agrees to observe the provisions of Section 2.28.030 of the Richmond Municipal Code, obligating Contractor and its subcontractors to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religion, creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Section 1.9 Working Hours.

Eight hours of labor is a legal day's work. Any worker's time of service is restricted to eight hours during any calendar day, and 40 hours during a calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor shall be assessed a penalty of twenty-five dollars (\$25) for each day a worker is employed in violation of these requirements. Work on site will be allowed between 8am and 5pm during work days. Weekend work will only be allowed with prior approval from the City between 9am and 4pm.

Section 1.10 Insurance and Bond Requirements.

- (a) In accordance with California Labor Code Section 3700, Contractor must secure Workers' Compensation coverage for its employees. Prior to performing any work, Contractor must execute a certification in the form set out at California Labor Code Section 1861.
- (b) For any Work Authorization more than \$25,000, Contractor shall provide a payment and performance bond for 100% of the Work Authorization price and shall be signed by both the surety company and the Contractor.
- (c) Contractor shall submit to the City evidence of the insurance and payment and performance bond coverage meeting the requirements set forth in this Agreement. Proof of insurance and bonding related to the construction of the Project shall be provided to the City not more than (10) days after award of the contract. The City shall review and approve or disapprove of the evidence of insurance within twenty (20) days after submittal of complete information in the form required by the City. If the City disapproves the evidence of insurance, it shall specify in writing the reasons for such disapproval. Contractor shall resubmit the information required within ten (10) days. The review and submittal periods for resubmittals shall be reduced to a ten (10) day review period for the City and a five (5) day period for resubmittal by Contractor and shall continue to apply until the City approves the evidence of insurance coverage, but in no event shall the submittal and review period continue for more than forty-five (45) days. If, after forty-five (45) days the Contractor has not provided evidence of insurance and bond coverage meeting the requirements of the City, the City shall terminate the contract. No work shall be initiated on the Project prior to Contractor's receipt of the City's approval of evidence of insurance coverage related to the construction of the Project.

- (d) Contractor shall require and verify that all subcontractors or other parties hired for the Project purchase and maintain coverage for indemnity and insurance at least as broad as specified in the Project Specifications to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this Agreement. Contractor shall include the following language in their agreement with subcontractors: "Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Contract Documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the insurance and indemnity requirements of the Contract Documents will be furnished to the subcontractor upon request." Contractor shall have furnished the City with evidence of the insurance coverage meeting the insurance requirements set forth in RFP for each subcontractor prior to initiating any work on the Project, including Builder's Risk insurance with appropriate coverage for the cost of construction. The periods for submittal, review and approval shall apply as stated in subparagraph (c) above.
- (e) The Parties agree that notwithstanding the time requirements set forth in this subsection for submittal and resubmittal to the City by the Contractor of the evidence of insurance and review and approval of the evidence of insurance by the City, Contractor is responsible for ensuring that the evidence of insurance in approvable form is submitted to the City in a timely manner.
- (f) Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth in the RFP shall be available to the City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the RFP; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. No representation is made that the minimum insurance requirements set forth in the RFP are sufficient to cover the obligations of the Contractor under this Agreement.
- (g) Contractor shall maintain the insurance requirements set forth in the RFP for a minimum of five (5) years following the completion of the Project. In the event Contractor fails to obtain or maintain completed operations coverage as required by the RFP, the City at its sole discretion may purchase the coverage required and the cost for the same shall be paid by Contractor upon demand by the City.
- (h) Warranty Bond. For any Work Authorization exceeding twenty-five thousand dollars (\$25,000), Contractor shall furnish a Warranty Bond in the amount of ten percent (10%) of the final Work Authorization price, guaranteeing the Work against defective materials and workmanship for one (1) year following the City's Final Acceptance. The bond shall be issued by a California-admitted surety, in a form acceptable to the City. The City may accept either a separate warranty bond or continuation of the performance bond through the warranty period.

Section 1.11 Security In Lieu of Retention.

- (a) The City shall retain five percent (5%) of the sum requested in each progress payment unless the Contractor elects to invoke the procedures set forth at California Public Contract Code 22300 to substitute securities to ensure performance under the contract.
1. At the request and the expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally

chartered bank in the state as escrow agent, who shall then pay the retained funds to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

- 2. Alternatively, the Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code 22300 for securities deposited by the Contractor. Upon satisfactory completion of this Agreement, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

- (b) If the Contractor chooses to place securities in escrow, the escrow agreement to be used shall be substantially similar to the following form:

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ whose address is _____ hereinafter called "Owner," _____ whose address is _____ hereinafter called "Contractor" and _____ whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for ____ in the amount of ____ dated ____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

Title

Name

Signature

Address

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner

Contractor

Title

Title

Name

Name

Signature

Signature

- (c) Retention for a Work Authorization shall be released upon Final Acceptance provided the performance bond remains in effect through the warranty period or a warranty bond acceptable to the City has been furnished. Otherwise, the City may retain up to the warranty bond amount until the end of the warranty period.

Section 1.12 Senate Bill 854 Notice Requirements.

As provided in SB 854: a) no contractor or subcontractor may be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the Department of Industrial Relations (DIR) and qualified to perform public work pursuant to California Labor Code Section 1725.5 (Lab. Code §1771.1(a)); (b) no contractor or subcontractor may be awarded a public works contract unless registered with the DIR to perform public work pursuant to Labor Code Section 1725.5 (Lab. Code §1771.1(b)); and (c) work performed on the project is subject to compliance monitoring and enforcement by DIR (Lab. Code §1771.4).

Section 1.13 Job Site Notices.

Contractor shall post at the job site notices in compliance with Title I California Code of Regulations Section 16451.

Section 1.14 Municipal Code Chapter 2.65 Requirements.

Contractor shall comply with Chapter 2.65 of the Richmond Municipal Code banning the requirement to provide information of prior criminal convictions on employment applications.

Section 1.15 Final Acceptance and Start of Warranty.

“Final Acceptance” means the date the City Engineer issues written notice that the Work has been completed in accordance with the Contract Documents. Unless otherwise stated, the warranty period commences on the date of Final Acceptance.

**ARTICLE II
DEFAULT AND REMEDIES**

Section 2.1 Events of Default.

In addition the remedies set forth in Section 2.2, below, in the event of default the Department Head reserves the right to stop work immediately if any action or inaction by the Contractor or any subcontractor creates a risk of imminent harm to the public or property.

Each of the following shall constitute a "Default" by Contractor under this Agreement:

- (a) Breach of Covenants. Failure by Contractor or any subcontractor to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Contract

Documents. The City shall give Contractor written notice of the breach and specify a time in which to cure the breach. If the Contractor cures the breach within the time specified in the notice or, if the breach cannot be cured in the time specified but the Contractor has diligently pursued measures to cure the breach and to keep the City informed of its progress, then the breach shall not constitute a default provided that the breach is cured within thirty (30) days from the date of the City's last notice and demand to cure.

- (b) Disregard of Laws. Disregard of laws, rules, regulations, directions or instructions of City by Contractor or any subcontractor with respect to the performance of work.
- (c) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging Contractor to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Contractor or seeking any arrangement for Contractor under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Contractor in bankruptcy or insolvency or for any of their properties, (iv) directing the winding up or liquidation of Contractor if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or (v) Contractor shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive.
- (d) Suspension; Termination. Contractor shall have voluntarily suspended its business, or shall have voluntarily or involuntarily lost or terminated one or more of the licenses required to perform the work.
- (e) Liens on Property and the Development. There shall be filed any claim of lien (other than liens approved in writing by the City) against the Project or the construction site or any part thereof, or any interest or right made appurtenant thereto and the continued maintenance of said claim of lien for a period of twenty (20) days without discharge or satisfaction thereof or provision therefore (including, without limitation, the posting of bonds) satisfactory to the City.

Section 2.2 Remedies.

The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the City or automatically where so specified, relieve the City of any obligation to make or continue payments and shall give the City the right to proceed with any and all remedies set forth in the Contract Documents, including but not limited to the following:

- (a) Specific Performance. The City shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Contractor to perform its obligations and covenants under this Agreement or to enjoin acts on things which may be unlawful or in violation of the provisions of this Agreement.
- (b) Right of Contest. Contractor shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the City or the rights of the City hereunder.
- (c) Remedies Cumulative. No right, power, or remedy given to the City by the terms of the Contract Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by

any statute or otherwise against Contractor and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 2.3 Waiver of Damages.

Contractor, in having tendered the Proposal, shall be deemed to have waived any and all claims for damages because of termination of this Agreement for any reason. Contractor shall not be entitled to any lost profit in the event of termination.

**ARTICLE III
GENERAL PROVISIONS**

Section 3.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the City and Contractor or its agents, employees or subcontractors, and Contractor shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Contractor has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction of the Project, Contractor shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that subcontractors shall be solely responsible for similar matters relating to their employees. Contractor shall be solely responsible for its own acts and those of its agents and employees.

Section 3.2 Change Orders.

- (a) Changes affecting the time of performance, unit pricing, or total contract price shall be set forth in a written Change Order that shall specify:
1. The work performed in connection with the change to be made;
 2. The amount of the adjustment to the Payment Limit, if any, and the basis for compensation for the work ordered. For any change to the scope of work that results in a Change Order, the Contractor and all lower-tier Subcontractors shall be entitled to a cumulative markup on the cost of the work for that change, which shall not exceed a total of twenty percent (20%). This markup shall cover all direct and indirect costs associated with the change, including but not limited to labor, materials, equipment, subcontractor overhead, and profit. The Contractor shall provide a detailed breakdown of all costs and markups included in the Change Order. For any deductive change orders, the same twenty percent (20%) markup percentage shall be applied to the cost reduction; and
 3. The amount of time to be adjusted in the schedule for performance, if any.
- (b) A Change Order will become effective when signed by the Department Head, or his or her representative, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided the Department Head or his or her representative so indicates by noting thereon "unilateral change order."
- (c) All changes in any plans and specification approved by any authority with jurisdiction over the Project may also require addenda or change orders approved by that authority.

- (d) Where the City requests, a performance bond rider covering the changed work must be executed and delivered to the City before proceeding with the changed work, or shortly in time thereafter.
- (e) The Public Works Director or their designee may approve Change Orders with a cumulative value up to ten percent (10%) of the value of the individual Work Authorization, rather than the master contract value.

Section 3.3 Claims By Contractor.

- (a) **No Third-Party Claims.** Nothing contained in this Agreement shall create or justify any claim against the City by any person that Contractor may have employed or with whom Contractor may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the construction of the Project, and Contractor shall include similar requirements in any contracts entered into for the construction of the Project. Pursuant to Section 9204 (d)(5) of the Public Contract Code, however, Contractor may present a claim on behalf of a subcontractor for work which was performed by that subcontractor or lower tier subcontractor. Such claim shall have been reviewed and evaluated by Contractor prior to submission to the City.
- (b) **Obligation to File Claims for Disputed Work.** Should it appear to the Contractor that the work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of the work, construction of the Project, and/or compliance with procedures or standards set forth in the Contract Documents, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then Contractor shall first follow the procedures set forth in this Agreement, including but not limited to Section 3.2, "Change Orders." If a dispute remains, then Contractor shall give written notice to the City that expressly invokes this Section 3.3 and requests a determination of the issue. City shall decide the issue in writing within 15 days; City's decision shall be final and the limitations period for the filing of a claim shall commence upon the City's issuance of its decision. If Contractor disagrees with City's decision, or if Contractor contends that City failed to provide a timely decision, then Contractor's SOLE AND EXCLUSIVE REMEDY is to file a written claim setting forth Contractor's position as required herein.
- (c) **Form and Contents of Claim.** The Claim shall be submitted to the City within thirty (30) days of receiving the City's written decision regarding the dispute, or the date the Contractor contends such decision was due, and in no event later than the date of final payment. Contractor's written claim must identify itself as a "Claim" under this Section 3.3 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; (6) documentation supporting items 1 – 5; and (7) verification under penalty of perjury of the claim's accuracy. The Claim shall be priced like a Change Order, and must be updated every thirty (30) days as to cost and entitlement if it remains a continuing Claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in preparation, submittal, and administration of a Claim.

- (d) Administration After Claim Submittal.
1. City may render a final decision based solely on the materials submitted in support of the Claim or may in its sole discretion conduct an administrative hearing on the Claim, in which case Contractor shall appear, participate, answer inquiries, and present any further evidence or analysis requested by City. Should City take no action on the Claim within forty-five (45) days (or any extension thereof mutually agreed upon by City and Contractor, or any such greater time to respond afforded City under Section 9204(d)(1)(C) of the Public Contract Code) of submittal, it shall be deemed denied.
 2. If Contractor disputes City's written response, or if City fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
 3. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City will provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within sixty (60) days after City issues its written statement. Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with City and Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If City and Contractor cannot agree upon a mediator, each party shall select a mediator, and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to Section 3.3(f) of this Agreement.
 4. Failure by City to respond to a Claim within the time periods described in Section 9204 of the Public Contract Code or to otherwise comply with the time requirements of that section shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of City's failure to have responded to a claim, or its failure to otherwise comply with the time requirements of Section 9204 of the Public Contract Code, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant filing the Claim.
 5. Notwithstanding and pending the resolution of any Claim or dispute, Contractor shall diligently perform the disputed work to final completion in accordance with the City's direction.
- (e) Compliance
1. The provisions of this Section 3.3 constitute a non-judicial claim settlement procedure that, pursuant to California Government Code Section 930.2, shall constitute a condition precedent to the submittal of a valid claim under the California Government Code. Any Government Code claims alleging disputed work must affirmatively indicate prior compliance with this Section 3.3. In accordance with Richmond Municipal Code Section 1.10.010(b), all Government Code claims must be presented no later than the 100th day after the earlier of (i)

the date the City actively or passively denied the Claim, or (ii) substantial completion or termination of the contract.

2. Failure to submit and administer Claims as required in Section 3.3 shall waive Contractor's right to compensation for any disputed work not included in a timely Claim. Disputes not raised in a timely protest and timely Claim submitted under this Section 3.3 may not be asserted in any subsequent Government Code claim, administrative hearing, or civil action.
3. City shall not be deemed to waive any provision under this Section 3.3 if, at City's sole discretion, a Claim is administered in a manner not in accord with this Section 3.3. Waivers or modifications of this Section 3.3 may only be made by signed Change Order approved as to form by legal counsel for both City and Contractor. Oral or implied modifications shall be of no force or effect.

Section 3.4 Indemnification.

- (a) To the fullest extent permissible by law, Contractor shall indemnify, defend, and hold harmless, and require its subcontractors to defend, indemnify and hold harmless, the City, its elected and appointed officials, and all of its employees, volunteers and agents (the "Indemnified Parties"), from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and other defense costs (collectively, "Actions"), resulting from injury to or death sustained by any person (including Contractor's or any subcontractors' employees), or damage to property of any kind, or any other injury or damage whatsoever, which Actions arise out of or are in any way connected with the construction of the Project, regardless of Contractor's fault or negligence; provided, however, that Contractor's, and Contractor's subcontractors' indemnity obligations hereunder shall not apply to the extent any Actions are caused by the active negligence or willful act or omission of an Indemnified Party. The indemnification obligations of Contractor and its subcontractors shall extend to Actions asserted after termination of this Agreement for whatever reason for the full period of time allowed by law.
- (b) In Actions against any person or entity indemnified under Section 3.4(a) above by an employee of Contractor or its subcontractors, anyone directly or indirectly employed by any one of them or anyone for whose acts one of them may be liable, the indemnification obligation under Section 3.4(a) above shall not be limited by a limitation on amount or type of damages, compensation of benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.
- (c) The defense and indemnification obligations set forth in Section 3.4(a) above are undertaken in addition to, and shall not in any way be limited by, the insurance obligations set forth in the RFP.

Section 3.5 Non-Liability of City Officials, Employees and Agents.

No member, official, employee or agent of the City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount which may become due to Contractor or its successor or on any obligation under the terms of this Agreement.

Section 3.6 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 3.7 Conflict of Interest.

- (a) Except for approved eligible administrative or personnel costs, no person described in Section 3.7(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Contractor shall exercise due diligence to ensure that the prohibition in this Section 3.7(a) is followed.
- (b) The conflict of interest provisions of Section 3.7(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City of Richmond, and any immediate family member or dependent of such person.

Section 3.8 Notices, Demands and Communications.

If at any time after the execution of this Agreement it shall become necessary or convenient for one of the Parties hereto to serve any notice, demand or communication upon the other Party, such notice, demand or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid or delivered by express delivery service, return receipt requested and

- (1) if intended for the City shall be addressed to:
 City of Richmond
 450 Civic Center Plaza
 Richmond, California 94804
 Attention: Wendy Wellbrock

With copy to:

City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attention: City Attorney

- (2) if intended for Contractor shall be addressed to:

XXXX
XXXX
XXXX
Attn: XXXX

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Any Party may change its address at any time by giving written notice of such change at least ten (10) days prior to the date such change is desired to be effective.

Section 3.9 Applicable Law.

This Agreement shall be governed by California law. This Agreement is made in Contra Costa County, California, and any action relating to this Agreement shall be instituted and prosecuted in the courts of Contra Costa County, California.

Section 3.10 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the Parties.

Section 3.11 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 3.12 Force Majeure.

Performance by either Party shall not be deemed to be in default when delays in performance are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, or court order, or any other similar causes (other than lack of funds of Contractor) beyond the control or without the fault of the Party claiming an extension of time to perform ("Force-Majeure Delays"). In no event shall any extension of any period of time be deemed to have occurred unless the Party claiming the Force-Majeure Delay gives written notice to the other Party within ten (10) days following the commencement of any such delay, setting forth the facts giving rise to the Force-Majeure Delay request, the expected duration of the delay, and the steps the Party intends to take to minimize the Delay. During the Force-Majeure Delay, the Party whose performance is delayed shall keep the other Party reasonably informed of the situation and the steps taken by such Party to continue performance and minimize delay. After the Force-Majeure Delay is over, the Parties shall in good faith jointly prepare an accurate written record of the circumstances giving rise to delay, specifying the commencement date and duration of the Force-Majeure Delay and the cause thereof, which record shall be signed by each Party to confirm agreement with respect to its content. In no event shall the City be required to agree to cumulative Force-Majeure Delays in excess of sixty (60) days unless the City is the cause of such delay. In the event that the Parties cannot agree upon a record of the circumstances giving rise to the Force-Majeure Delay, the procedures set forth in Section 3.3 of this Agreement shall apply.

Section 3.13 Waivers.

Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Contractor or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Contractor to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Contractor shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 3.14 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 3.15 Entire Understanding of the Parties.

The Contract Documents – along with any written change orders and dispute determinations that may be issued by the City in the course of performance – shall constitute the entire understanding and agreement of the Parties with respect to construction of the Project. The Contract Documents, written change orders (if any), and dispute determinations (if any) are deemed complementary and should be interpreted together.

Section 3.16 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts. A facsimile or electronic signature to this Agreement shall be as valid as an ink signed original.

WHEREAS, this Agreement has been entered into by the undersigned as of the date first above written.

Reviewed By:

City Attorney

ATTEST:

City Clerk

CITY:

CITY OF RICHMOND, a municipal corporation and charter city

By: _____

Name: _____

Its: _____

CONTRACTOR:

ATI Restoration, LLC

By: _____

Name: _____

Its: _____

EXHIBIT A

PROPOSAL



Proposal

In Response to the Request for Proposals for
On-Call General Contractor Services

City of Richmond, California

June 5, 2025

Proposal Point of Contact:

Lori Nelson, Proposal Specialist

C: 714-462-0493

E: lori.nelson@atirestoration.com

ATI Restoration, San Francisco Regional Office

25000 Industrial Blvd., Hayward CA 94545

O: 510-429-5000; F: 510-429-5010





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June 5th, 2025

City of Richmond, Public Works Department
RE: RFP for On-Call General Contractor Services

Dear Ms. Wellbrock,

On behalf of ATI Restoration, LLC (ATI) I am pleased to submit our proposal for the On-Call General Contractor Services as outlined in the City of Richmond's Request for Proposals (RFP). We appreciate the opportunity to partner with the City on this essential initiative and believe our proven capabilities and commitment to excellence make us a strong candidate for this contract.

Contact and License Information

Legal Name: ATI Restoration, LLC

Mailing Address: ATI San Francisco Regional Office: 25000 Industrial Blvd., Hayward CA 94545

Local Office: 510-429-5000; Toll Free 24/7/365: 800-400-9353

Primary Contact Person: Bradley Lay, Regional Manager, San Francisco Office

Ph: 510-429-5000; M: 510-393-4027; E: Bradley.lay@atirestoration.com

ATI CSLB # 1075543; expiration 5/31/2027

ATI DIR # PW-LR-1000750223; expiration 6/30/2026

Summary of Qualifications and Capabilities

Established in 1989, ATI is proud to be the largest family-operated provider of restoration and remediation services in the nation. Over the years, we have grown to more than 60 offices nationwide, including 3 offices in the Bay Area. Our San Francisco office, located in Hayward, will serve as the primary location supporting the City of Richmond. This regional office has a staff size of 60 full time professionals and is equipped with the tools, equipment, and materials to ensure responsive and high-quality service delivery.

Our proposal highlights our expertise in performing a wide range of services including providing on-call 24/7/365 emergency response services. We are experienced in providing construction, carpentry, repair work, painting, demolition, debris removal, board-ups, pumping, damming, dewatering, flood damage restoration, and hazardous material abatement. We also offer additional services that the City will benefit from such as fire, smoke, and soot damage restoration, mold remediation, biohazard and decontamination, asbestos and lead abatement, contents pack-out & cleaning, document & electronics/machinery restoration, emergency power supply, environmental containment/negative air

ATI SAN FRANCISCO

25000 INDUSTRIAL BLVD | HAYWARD, CA 94545 | WWW.ATIRESTORATION.COM

OFFICE: 510-429-5000 | FAX: 510-429-5010

CA LICENSE #1075543

systems, HVAC systems & duct cleaning, ICRA/PCRA construction/isolation barriers, national catastrophe response, trauma scene clean-up, and encampment abatement.

We take pride in our ability to self-perform the work we undertake, enabling us to maintain project consistency, efficiency, and quality control. We want to highlight that no subcontractors will be used for the specific services we have chosen to offer under this contract. Our dedicated team of skilled professionals is well-prepared and equipped to handle these selected services with expertise and care.

Key elements of our qualifications include the following:

- A seasoned team of professionals with extensive experience in municipal and government projects similar in scope and complexity to those outlined in the RFP.
- A robust capability to self-perform tasks, enabling streamlined project management and quality assurance at every stage.
- A proven track record of delivering projects on time, within budget, and to the satisfaction of our clients, as affirmed by verifiable references.
- Comprehensive safety and quality control programs to meet or exceed project requirements under the City's standards.

Terms and Conditions

We acknowledge and fully understand all elements of the RFP. Our proposal complies with the City's requirements, and we are prepared to perform under the City's standard contract terms without exceptions or modifications.


Commitment to Ordinances

ATI fully supports compliance with the City of Richmond's ordinances, including the Nondiscrimination Clauses in City Contracts, Business Opportunity Ordinance, Local Employment Program Ordinance, Living Wage Ordinance, and the "Ban the Box" policy. We have made good faith efforts to uphold these standards by fostering an inclusive workplace, supporting local employment, ensuring fair wages, and removing barriers for individuals with prior convictions, aligning with all applicable provisions of the Richmond Municipal Code.

ATI is committed to providing reliable, responsive, and high-quality services to the City of Richmond. We are enthusiastic about contributing to the City's continued development and ensuring the successful delivery of all assigned projects under this contract.

Thank you for your time and consideration. We look forward to the possibility of collaborating with your team and supporting the City of Richmond's needs.

Sincerely,


Bradley Lay (Jun 3, 2025 14:21 PDT)

Brad Lay, Regional Manager – San Francisco

ATI SAN FRANCISCO

25000 INDUSTRIAL BLVD | HAYWARD, CA 94545 | WWW.ATIRESTORATION.COM

OFFICE: 510-429-5000 | FAX: 510-429-5010

CA LICENSE #1075543



B. Organization, Related Experience and Qualifications

Organization Information

Company Establishment and Form of Entity

ATI Restoration, LLC (ATI) brings **over 35 years of experience** and a steadfast commitment to excellence in restoration services. Gary Moore founded the company in 1989 with a single location in California under our original name, American Technologies, Inc. In 2020, we changed our name to ATI Restoration, LLC and converted to a limited liability company. Since that time ATI has expanded to over 70 locations nationwide.

Local Resources

ATI's San Francisco Regional Office, established in 1999, is located at 25000 Industrial Blvd., Hayward, CA 94545. Spanning an impressive 68,000 square feet, this facility houses a fully-stocked warehouse equipped with tools and materials, along with a dedicated fleet of vehicles to ensure preparedness for projects of any scale. It is **staffed by 60 full-time team members**, including Project Directors, Project Managers, skilled technicians, warehouse personnel, administrative staff, and a Regional Manager, all committed to delivering exceptional support and services.

Empowered Leadership and Comprehensive Oversight

Each assigned Project Director is entrusted with the authority and resources necessary to take decisive actions and ensure the successful completion of assigned projects. They are responsible for overseeing all aspects of the job, including planning, coordination, problem-solving, and delivering results that meet or exceed expectations. Oversight is handled by the San Francisco Regional Manager, Brad Lay, with additional support from ATI's West Divisional President, Matt Galyon, ensuring strong leadership and sound decision-making throughout the process.

Ensuring Adequate, Qualified, and Available Personnel

To ensure every project runs smoothly, we assign staff who are both experienced and certified in providing the required scope of services. **Our field personnel are available 24/7**, ready to respond whenever needed. Equipped with company-issued cell phones, they remain connected and responsive at all times, ensuring our teams can act decisively and deliver exceptional results around the clock.



Seamless Communication and Proactive Support

At the start of every project, we provide a Welcome Letter that includes the contact information for the assigned Project Director, Project Manager, and Regional Manager. This ensures seamless communication and support throughout the project lifecycle. Our teams are fully engaged, equipped to make on-the-spot decisions, and available to connect with you daily. Weekly operational meetings with Regional leadership help us maintain alignment, promptly address updates, and respond effectively to any challenges that may arise.

Centralized Headquarters

ATI's headquarters, located in Anaheim, California, serve as the support hub for all 70+ ATI locations nationwide. This central office houses a range of specialized departments, including the Environmental Health & Safety (EHS) team, a dedicated Human Resources department, an expansive training center, a 24/7/365 Customer Contact Center, the National Response Services team, ATI's executive leadership team, among others. As the core of ATI's operations, the headquarters streamline processes, ensure regulatory compliance, and uphold consistent service standards across the organization.

Customer Care Center

Our Customer Care Center operates as the heart of our emergency services, ensuring we are prepared to respond 24/7/365 to support our customers. Staffed with skilled and knowledgeable professionals, the team promptly handles emergency calls and service requests, gathers essential project and loss details, and coordinates with the appropriate ATI office to dispatch on-call personnel. Empowered to act proactively, this dedicated team is committed to addressing customer needs efficiently and doing what is best for every situation.

National Response Services (NRS) Team

ATI's NRS team complements our local resources by responding to major catastrophes with unmatched efficiency. This specialized team is available 24/7/365, to provide support in any region across the continental U.S. Equipped with multiple 40-foot emergency response trailers preloaded with necessary supplies, the team ensures swift mobilization to aid recovery efforts wherever they are needed. The team consists of highly skilled ATI employees, including technicians, supervisors, project managers, laborers, administrative staff, and executive leaders such as a President or Executive Vice President, who oversee and guide the projects to successful completion.

Environmental Health & Safety (EHS) Team

ATI ensures compliance with all relevant local, state, and federal regulations, including those from the EPA, and OSHA, through our dedicated, in-house, Environmental Health & Safety (EHS) Team. Led by Director Shannon Thurgood, our EHS Department is composed of full-time safety



professionals responsible for developing, implementing, and enforcing ATI's comprehensive safety program. This program focuses on management leadership, worker participation, hazard identification, hazard prevention, control, and continuous education and training. The EHS team regularly monitors and updates safety regulations, revising our Standard Operating Procedures (SOPs) as needed, to stay in line with regulatory changes. Ongoing audits, education, and training ensure that ATI management and employees are always informed of new regulations. ***A key differentiator for ATI is that all employees obtain their OSHA 10 or 30-hour certification, reinforcing our commitment to safety and regulatory compliance.***

Reputation, Service Capabilities and Quality of Work

Reputation

ATI is a nationally recognized company with a strong reputation for delivering environmental remediation and reconstruction services since our establishment in 1989. Each year, we complete thousands of projects across the United States, addressing both emergency and non-emergency needs with dependable, high-quality solutions. This dedication is especially apparent in California, where over the last five years, we've successfully executed more than 53,000 projects. These include 13,000 construction service jobs and 19,000 emergency service projects. ***Many of our clients have built long-standing relationships with ATI, repeatedly turning to us over the years whenever the need arises.*** This ongoing trust underscores the confidence we've earned by consistently delivering exceptional results.

Jeff Moore, ATI's President and Chief Acquisitions Officer, exemplifies leadership within both the company and the restoration industry. Currently serving as President-Elect of the Restoration Industry Association (RIA), Jeff plays a pivotal role in advancing the industry's standards and growth. Through his dedicated volunteer efforts, thought leadership, and regular contributions to trade publications and panels, he reinforces ATI's reputation as a trusted leader and innovator in environmental remediation and reconstruction services.

ATI's commitment to innovation and service excellence has earned us several prestigious awards, such as the RIA Phoenix Awards for Innovation in both Restoration and Reconstruction and the Patricia L. Harman Golden Quill Award from C&R Magazine. Additionally, we've been ranked consistently by Engineering News-Record (ENR) across categories like Top 20 Firms in Abatement/Environmental, Top 200 Environmental Firms, and Top 600 Specialty Contractors from 2020 to 2024.

Annually, ATI manages more than \$600 million in services nationwide. Our ability to handle complex, large-scale projects with precision and an unwavering focus on quality highlights our industry leadership and commitment to exceeding client expectations.

Service Capabilities

ATI's core service offerings that align with the City's Scope of Work include minor construction, carpentry, repair work, painting, minor demolition, debris removal, board-ups, pumping, damming, dewatering, flood damage restoration, emergency and non-emergency repairs, and hazardous material abatement. These essential services are delivered by ATI's team of skilled and certified professionals who are equipped to handle the specific needs of each project with precision and care.

Additionally, ATI provides a comprehensive range of specialized services that extend beyond the listed scope of work. These include fire, smoke, and soot damage restoration; mold remediation; biohazard decontamination; asbestos and lead abatement; contents pack-out and cleaning; document and electronics/machinery restoration; emergency power supply; environmental containment/negative air systems; HVAC systems and duct cleaning; ICRA/PCRA construction/isolation barriers; national catastrophe response; trauma scene cleanup; and encampment abatement. This broad service portfolio ensures that we can address an extensive variety of needs for our clients.

ATI and our personnel have the licenses, registrations, and certifications required to perform restoration, environmental remediation, and reconstruction services. The following list provides the relevant California and National certifications to perform the scope of work for the City:

- Secretary of State Certificate of Status (California certificate # 065698128)
- Contractors State License Board (CSLB) License #1075542 includes:
 - ASB – Asbestos
 - B – Building Contractor
 - HAZ – Hazardous Substances Removal
 - C47 – Manufactured Housing
 - C-2 – Insulation and Acoustical
 - C22 – Asbestos Abatement
 - C33 – Painting and Decorating
 - C-6 – Cabinet, Millwork, and Finish Carpentry
 - C21 – Building Moving, Demolition
 - C39 – Roofing
 - C15 – Flooring and Floor Covering
- Department of Industrial Relations (DIR) Public Works Contractor, California State (Registration # PW-LR-1000750223)
- Certificate of Registration for Asbestos-related Work, Division of Occupational Safety and Health (DOSH) (Registration # 213)
- Non-expiring Motor Carrier Permit – California State Transportation Agency (CA #0113168)



- Hazardous Materials Transportation License – California Highway Patrol (license # 253240)
- IICRC Certified Firm, All ATI offices including San Francisco

Quality of Work

At the heart of ATI's reputation is the exceptional quality of our work. Our team comprises seasoned professionals with extensive experience across municipal, government, and private sector projects. We prioritize rigorous training, strict safety protocols, and adherence to industry standards to ensure every project is completed safely, efficiently, and to the highest standards of excellence.

A core element of our approach is following the guidelines set by the IICRC. Our local San Francisco staff hold key certifications, such as IICRC Water Damage Restoration Technician, AHERA (Asbestos Hazard Emergency Response Act) certifications, and EPA Lead Abatement certifications.

We require all employees to obtain OSHA 10-hour or 30-hour certifications, reinforcing our culture of safety and expertise. Our standard operating procedures (SOPs) incorporate industry experts, local and governmental environmental agency guidelines to ensure that every project aligns with our commitment to effective solutions, technical excellence, and operational integrity.

Clients rely on ATI not only for our deep technical expertise but also for our responsiveness and customer-first mindset. We maintain clear and open communication, with teams readily available for daily updates and consistent contact throughout the project. Through weekly operational meetings and strong collaboration with leadership, we effectively manage updates, tackle challenges, and respond to client needs in real time.

ATI's processes and procedures are designed entirely around the needs of our clients, from the first call to project completion. Our customer-focused model is built on four pillars:

- Hiring the right people to drive service excellence.
- Providing robust training and ongoing development to enhance skills.
- Delivering comprehensive support systems to empower teams.
- Retaining top talent to maintain the quality and consistency of our services.

We take pride in offering high-touch communication during every phase of a project, and we distribute client satisfaction surveys upon completion to ensure we meet or exceed expectations. This unwavering dedication to quality and client satisfaction defines who we are and reinforces why ATI remains a trusted leader in the industry.



Experience with Public Agencies

ATI's personnel at the San Francisco office brings extensive, long-standing experience in providing construction and repair services, including emergency and non-emergency solutions, to municipalities, state and local government entities, and schools. The following examples are a testament to ATI's ability to meet the needs of like-sized public agencies with precision, reliability, and an unwavering commitment to quality.

- Martinez Unified School District (Morello Park Elementary), (2020) - ATI provided emergency response services due to water damage from a failed water heater.
- City and County of San Francisco (SF Court House), (2022) – ATI provided emergency response services following a carpet sewage spill caused by plumbing maintenance.
- Department of Public Works - San Francisco (Hall of Justice), (2022) – ATI provided asbestos abatement for the roof of a former helipad to ensure environmental safety compliance.
- UC Berkley – Simpson Center (2022) – ATI provided emergency response services when a fire sprinkler activated in the basement area. We followed with repairs and restoration of the entire space.
- Diablo Valley College, Life Health & Science Building (2023) – ATI provided emergency response and reconstruction services due following significant water damage from a water heater failure.

This list provides just a brief snapshot of ATI's extensive capabilities and accomplishments, underscoring their ability to deliver tailored, high-quality solutions to public entities across a wide range of scenarios, from emergency responses to planned projects.

Key Personnel

Each ATI regional office is comprised of certified technicians, supervisors, project managers, project directors, and a regional manager, with oversight from our strategic management team. ATI managers are experienced in providing clients with project development, resolving technical issues, and recommending services to help clients effectively recover from property damage. Our industry experts have obtained all applicable certifications and have decades of experience. With our documentation protocols, training program, and EHS Department, we ensure all deployed staff are qualified to perform their assigned tasks.

The following individuals will serve as our core project team. ***Resumes include core responsibilities and are included in the appendix section of this proposal.***

Matt Galyon, President – West Division

Matt serves as President of the West Division at ATI, where he ensures clients receive seamless and comprehensive remediation, restoration, and reconstruction services. He leads regional teams with a client-first approach, prioritizing rapid response and effective solutions tailored to meet each client's unique needs.



With extensive leadership experience at ATI, including roles as Regional Vice President and Regional Director, Matt has a proven track record of enhancing service delivery and driving operational excellence. Prior to ATI, he managed operations across 14 offices in 7 states at a major competitor, sharpening his expertise in managing large-scale projects and client-focused initiatives. Matt's dedication to ensuring client satisfaction and delivering exceptional outcomes positions him as a trusted leader in the disaster recovery industry.

Brad Lay, Regional Manager – San Francisco

Brad Lay is an accomplished leader with over 20 years of experience in operations, team development, and strategic planning within the construction and restoration industries. As Regional Manager of ATI Restoration's San Francisco office, he oversees multimillion-dollar projects, driving operational efficiency and ensuring client satisfaction while fostering high-performing teams with a results-driven approach.

Richie Barraza, Executive Project Director

Richie Barraza is a seasoned Executive Project Director at ATI with over 16 years of experience in construction, restoration, and environmental services. Rising through the ranks from Technician to executive roles, Richie's career is marked by his expertise in managing complex projects and delivering exceptional results for public and private sector clients.

Since joining ATI in 2022, Richie has served as the Project Director over 560 projects, including 160 for public entities, covering asbestos abatement, biohazard remediation, demolition, and emergency response services. He is particularly skilled in leading multi-phase fire restoration efforts, orchestrating intricate construction projects, and ensuring regulatory compliance. His hands-on approach and collaboration with diverse stakeholders have consistently driven successful outcomes.

Richie holds certifications in asbestos and lead abatement, water damage, and OSHA 30, underscoring his commitment to safety and industry standards. His adaptable leadership style, technical acumen, and client-centered solutions make him a trusted leader dedicated to operational excellence and delivering unparalleled service quality.

Anh Reid, Construction Project Manager, Site Superintendent

Anh Reid is a skilled Construction Project Manager and Site Superintendent at ATI, focusing on on-call emergency and non-emergency repair, restoration, and reconstruction projects. Since joining ATI in 2021, she has completed over 160 projects, demonstrating her ability to manage diverse scopes of work while meeting regulatory requirements.



Known for her strengths in budgeting, scheduling, and addressing complex project challenges under tight timelines, Anh brings a reliable and adaptable approach to each project. Certified in Lean Six Sigma and PMP, she is dedicated to delivering efficient, precise, and client-centered solutions. She consistently delivers positive outcomes and customized solutions that meet the unique needs of diverse clients.

Jean Nadolne, Account Manager/Business Development Manager

Jean Nadolne is a committed Account Manager with extensive experience driving success for public sector clients. With a proven track record in business development and contract management, she consistently delivers growth and aligns organizational goals with client priorities. Known for her strategic mindset and unwavering dedication to excellence, Jean ensures effective execution and measurable outcomes, making her a trusted partner in achieving project success.

Self-Performing Capabilities

The following table shows work that ATI routinely self-performs.

Scope Items	Additional Services (not mentioned in Scope)
<ul style="list-style-type: none"> ▪ Minor construction ▪ Carpentry ▪ Repair work ▪ Painting ▪ Minor demolition ▪ Debris removal ▪ Board-ups ▪ Pumping, damming, dewatering ▪ Flood damage restoration ▪ Emergency and non-emergency repair ▪ Hazardous material abatement 	<ul style="list-style-type: none"> ▪ Fire, smoke, and soot damage restoration ▪ Mold remediation ▪ Biohazard decontamination ▪ Asbestos and lead abatement ▪ Contents pack-out & cleaning ▪ Document & electronics/machinery restoration ▪ Emergency power supply ▪ Environmental containment/negative air systems ▪ HVAC systems and duct cleaning ▪ ICRA/PCRA construction/isolation barriers ▪ National catastrophe response ▪ Trauma scene clean-up ▪ Encampment abatement

Self-Performing Project Examples

- 2023 - UCSF Embarcadero in San Francisco had a water leak causing wide-spread damage. ATI performed water extraction, dry-out procedures, selective demolition, debris removal, followed by repairs to the walls and painting. Combined value of the emergency services and reconstruction job - \$40K.
- 2024 – Contra Costa County – Martinez City – homeless encampment clean-up for multiple sites. ATI performed general debris removal, biohazardous material removal



and clean-up/restoration. Combined value of emergency services debris removal and biohazard removal - \$30K.

- 2025 – UC Berkley Hargrove Music Library – water damages to multiple rooms required extraction, dry-out, minor demolition; followed by reconstruction and repair including walls, carpet, paneling, flooring, trim work, carpentry, painting. Combined total for emergency services and reconstruction - \$40K

Single Trade Coordination Project Examples

Client Name	UC Berkley
Project Name	2400100979 UCB Birge Hall- 5th Floor and 2400101136 UCB Birge Hall
Location	100 South Dr, Berkeley, Ca 94720
Scope	Emergency services due to roof leak, followed by restoration/reconstruction. ATI personnel extracted water, performed selective demolition of wet materials of the wall and ceiling tile/plaster, base, completed all dry-out procedures. We then repaired all walls/ceiling/flooring areas, cleaned, primed and painted.
Budget	\$20K
Schedule	1/17/2024 to 1/25/2024

Client Name	San Leandro Unified S.D.
Project Name	2500147241 Bancroft MS- EHM and 2500147462 Bancroft MS- STR
Location	1150 Bancroft Ave., San Leandro, CA 94577
Scope	Rain intrusion caused mold growth in the school’s library. ATI personnel performed microbial abatement that included building a containment with negative air, removed impacted wall and base boards materials. This was followed by repair work including drywall installation, primer and painting.
Budget	\$15K
Schedule	1/9/2025 to 1/30/2025

Client Name	Walnut Creek School District
Project Name	DH2-33-05568 Tice Creek School Rm 111 and DH2-37-07321 Tice Creek School Rm 111
Location	1847 Newell Ave, Walnut Creek, CA 94595
Scope	ATI provided emergency response services when the fire sprinklers leaked water in several rooms. Water mitigation was performed including removal of wet materials, walls, floor boards, contents, etc., followed by dry-out

	procedures including containments with negative air. Water mitigation was followed by repair work and reconstruction of walls, floor boards, primer and paint and cleaning.
Budget	\$38K
Schedule	4/16/2021 to 5/31/2021

Subcontractors

ATI will self-perform from our core services portfolio for the scope items identified in this proposal. When an occasion arises where we may need to subcontract an element of a project, then we will make selection of a subcontractor from our extensive list of pre-vetted subcontractors.

Quality for every chosen subcontractor is determined through a comprehensive process of vetting including license check, insurance and bonding checks, background checks, and is strengthened via a subcontractor contract.

Experience Managing Contracts with Municipalities

ATI has significant experience handling a variety of administrative and operational tasks involved in contract management for public entities. Over the years, we’ve had the opportunity to work alongside local, state, and federal agencies, tailoring our efforts to meet their unique needs. Our expertise includes scheduling, billing, accounting, change management, and compliance with requirements, all within budgets and timelines.

We have dedicated administrative personnel who oversee each contract we enter into, ensuring that every project is managed with precision and accountability. These team members are responsible for monitoring compliance, managing deadlines, and maintaining open communication with clients throughout the duration of the contract. Their deep understanding of contract administration ensures that all operational tasks are executed seamlessly and efficiently.

Additionally, ATI utilizes a comprehensive document repository that serves as a centralized resource to help us meet and maintain compliance with each client’s specific requirements. This system enables us to track and access all project-related documents, including regulatory standards, client guidelines, and internal records. By leveraging this repository, our teams can quickly verify compliance, manage changes effectively, and uphold the highest standards of service delivery. Examples of multi-year contracts we’ve managed include:

- City of Santa Barbara – Emergency Response, Mitigation, Repair, Remediation, & Restoration Services – contract period 5-yr ending on 6/30/2029

- Contra Costa County – On-Call Restoration Services – contract effective 9/1/2021 to 8/31/2025
- County of Orange, OC Public Works – Sanitation, Remediation, Removal, & Decontamination Services – contract effective March 2021 to March 2026
- Superior Court of California, Orange County - Emergency Remediation Services Agreement – contract effective July 2024 – July 2029
- City of Burbank Public Works - Asbestos and Lead-Based Paint Abatement Services – Contract term April 2024 – March 2026

This combination of experienced personnel, tailored administrative practices, and a reliable compliance framework allows ATI to offer dependable and efficient solutions across a wide range of client needs, including municipalities, government entities, and other sectors.

Contract Disqualification History

ATI has no instances to report of being disqualified, removed, or completing a contract in the last 5 years.

C. Project Examples and Client References

Project Example #1

Company Name	UC Berkley
Contact Person	Makoto (Mako) Ushihara, Executive Director, Housing Facilities
Phone Number	(510) 642-0582
Email Address	ushihara@berkeley.edu
Project Name	2400101136 UCB Birge Hall
ATI’s Project Manager	PD Richie Barraza and PM Billy Guzman
Initial Contract Value	\$19,379.21
Final Construction Cost	\$19,379.21
Scheduled Completion Date	2/1/2024
Actual Completion Date	2/1/2024
Location	100 South Dr, Berkeley, Ca 94720
Description and Scope	ATI provided emergency response and restoration to due water damages. ATI has performed numerous services to the UC system for many years and continues today.

Project Example #2

Company Name	Diablo Valley College
Contact Person	James Buchanan, Director of Maintenance and Operations
Phone Number	(925) 969-4275
Email Address	jbuchanan@dvc.edu
Project Name	2400140841 DVC Diablo Valley College
ATI’s Project Manager	PD Richie Barraza and PM Billy Guzman

Initial Contract Value	\$488,666.62
Final Construction Cost	\$488,666.62
Scheduled Completion Date	5/30/2025
Actual Completion Date	5/30/2025
Location	321 Golf Club Rd., Pleasant Hill, CA 94523
Description and Scope	Emergency services and restoration due to fire and water damages. ATI has provided services for multiple events throughout the years for Diablo Valley College

Project Example #3

Company Name	Tiburcio Vasquez Health Center
Contact Person	Monica Salgado, Sr. Executive Director of Facilities
Phone Number	Phone: (510) 471-5907 ext.: 3321 Direct Line: (510)690-6052
Email Address	msalgado@tvhc.org
Project Name	2400144154 Tiburcio Vasquez HC
ATI's Project Manager	PD: Richie Barraza and PM Viyo Kham
Initial Contract Value	\$236,728.05
Final Construction Cost	\$236,728.05
Scheduled Completion Date	May 2025
Actual Completion Date	May 2025
Location	1260 B St. Suite 125, Hayward, CA 94541
Description and Scope	Emergency response due to water damages from a pipe leak. ATI performed water remediation and repairs.

D. Proposed Approach and Methodology

Bidding

ATI takes a rigorous and transparent approach to ensure competitive and fair pricing for all services. Leveraging our in-house expertise and state-of-the-art tools, we streamline the bidding process while maintaining alignment with market standards and client expectations.

ATI's Centralized Estimating Team oversees our pricing process, ensuring accuracy and alignment with market standards. The team works closely with our Project Directors, who also use advanced tools like Xactimate, Docusketch, and Matterport to incorporate real-time data on labor, materials, equipment, and project specifics. This collaboration ensures that pricing reflects up-to-date market conditions. Additionally, the team conducts thorough reviews, cross-referencing cost data with historical benchmarks and regional trends to guarantee competitive and fair rates.

Our commitment to transparency ensures clients receive clear, detailed estimates outlining every aspect of the project. This methodology instills confidence in both the accuracy and fairness of our pricing.

Subcontractor Vetting

While ATI anticipates self-performing the services under this RFP, when the occasion arises where we may need to engage a subcontractor for a specific trade, we have an extensive subcontractor vetting process to ensure all subcontractors in our network meet the highest standards for quality, compliance, and reliability. This approach allows us to deliver seamless, dependable support to our clients, even in the most challenging circumstances.

Our subcontractor pre-vetting process includes the following key steps:

- **Rigorous Qualification and Documentation** - Subcontractors must submit current licenses, registrations, and certifications issued by federal, state, and local agencies. This ensures compliance with all relevant regulations. Additionally, they provide a certificate of insurance (COI) that aligns with the client's requirements to confirm adequate coverage.
- **Professional References and Evaluation** - Applicants are required to provide three professional trade references. These references must attest to the quality of their work, adherence to deadlines and budgets, responsiveness, and overall communication. This provides a clear picture of their reliability and performance history.
- **Panel Interviews** - Each candidate participates in a panel interview with ATI management. This allows us to assess their skills, knowledge, methods of work, and ability to meet the high standards we set for our projects.
- **Safety and Compliance Assurance** - We prioritize safety and compliance. Subcontractors must demonstrate adherence to OSHA and other safety standards, with acceptable safety records to ensure effective risk management.
- **Completion of Compliance Packet** - All subcontractors are required to complete our subcontractor packet. This packet includes necessary agreements, certifications, and documentation, such as the Subcontractor Agreement, Master Subcontractor Agreement, W-9 Form, and I-9 Compliance Agreement.
- **Ongoing Evaluation** - Our commitment to quality doesn't stop at onboarding. We continuously monitor subcontractor performance, including workmanship, adherence to program requirements, and the validity of licenses and certifications. This ensures our network consistently meets our strict quality requirements.

By maintaining this robust pre-vetting process, ATI guarantees that only the most qualified, reliable subcontractors join our network. This enables us to provide exceptional service and peace of mind to our clients, knowing that every project is handled by skilled and trusted professionals.

Quality Control

ATI takes a multi-level approach for ensuring quality. We strive to maintain quality starting from the initial request of services to the finished product. Our quality control program focuses on the following elements:

- **Compliance:** All work performed will be in accordance with written procedures and all applicable laws, rules and regulations. Compliance is achieved through our rigorous training programs led by our training department, ATI University and ATI's EHS Department to ensure consistency in our operations on every project.
- **Employee Qualifications:** All field employees are required to complete training courses and achieve certifications that pertain to their job descriptions and skill sets, including asbestos and lead abatements. All ATI employees have obtained OSHA 10 or OSHA 30-hour certification.
- **Safety:** ATI has invested in a robust health and safety program to promote a culture of safety companywide. Our safety program is led by our EHS Department and involves management leadership, worker participation, hazard identification, hazard prevention and control and ongoing education.
- **Effective Communication:** We make sure our clients' expectations are met by producing detailed documentation on projects, including Daily Field Reports (DFRs) and engaging in regular communication with all stakeholders.
- **Management of Tasks:** Our experienced project director oversees the loss, dispatches our work crews and ensures ATI delivers on each project milestone. The project is continually monitored by a member of our senior management team until the job has been completed to ensure high-quality services.
- **Customer Satisfaction Surveys:** ATI tracks the feedback of our clients throughout the project as well as at its conclusion. We conduct quality assurance phone calls and distribute customer satisfaction surveys at the end of a project to measure the satisfaction of our clients. For the past three years, ATI's annual average NPS score has been in the Excellent range, the highest range possible.

Project Scheduling

Our teams are equipped with cutting-edge technologies, including 3D scanning tools and centralized project management platforms, ensuring efficiency and precision throughout the project lifecycle. By combining advanced tools with the expertise of our workforce, we uphold our commitment to delivering high-quality results that exceed client expectations.

Once the scope of work has been agreed upon, ATI develops a detailed schedule of tasks for the customer to review and provide feedback on. After receiving approval, the finalized schedule is integrated into the site-specific work plan, serving as a roadmap for the project. Our schedules outline essential details such as the sequencing of removal work, the interface between trades involved, and our standard operating procedures (SOPs), all customized to the complexity of the project.



To enhance efficiency and accuracy, ATI carefully determines the duration of each task based on its individual requirements. We assess how long each activity will take, considering the number of personnel necessary to complete it effectively. Additionally, we evaluate task dependencies to ensure activities are scheduled in the correct order—for example, identifying work that needs to be completed first and what can follow afterward. To further optimize project timelines, ATI strategically incorporates concurrent work whenever possible, allowing overlapping tasks to progress simultaneously without compromising quality or precision. This approach ensures that resources are maximized and projects stay on track, even under tight deadlines.

ATI is also highly experienced in working within occupied facilities, adapting schedules to minimize disruptions to the client’s operations. Whether in public environments, educational institutions, or other active workplaces, our teams coordinate closely with clients to establish work hours and phased approaches that prioritize safety and functionality. This flexibility allows us to create tailored plans that align with client requirements while maintaining consistent progress.

Beyond task timing and dependencies, we also anticipate material requirements for every phase of the project. This involves ensuring that the necessary materials and equipment are on-hand at the appropriate times to avoid delays and maintain a steady workflow. By proactively managing these elements, we deliver seamless project execution within agreed timelines.

Each assigned project will have an experienced ATI project manager to oversee every operational aspect. This individual is responsible for monitoring progress, maintaining adherence to the agreed-upon schedule, and adjusting when necessary to address unforeseen challenges. By managing these variables effectively, we ensure consistent alignment with client objectives and deliver exceptional results for every project.

Safety Program

Safety, security, and productivity are at the heart of ATI’s operations. Our safety program is designed with a proactive approach to minimize risks, protect everyone on site, and maintain seamless project workflows. Under the leadership of our Safety Director, Shannon Thurgood, a Certified Safety Professional (CSP) with over 20 years of experience, ATI sets and enforces rigorous safety standards. Shannon’s expertise, supported by certifications such as OSHA 500 Trainer and First Aid/CPR Instructor, ensures that our program aligns with cutting-edge industry practices and regulatory compliance. ***See appendix for Shannon’s resume details.***

Enhancing Job Site Safety

ATI's safety program begins with pre-construction hazard assessments, where we identify and address potential risks before work begins. Comprehensive safety reviews consider factors like electrical hazards, standing water, uneven surfaces, and structural concerns such as damaged or sagging ceilings. All findings are thoroughly documented, and photographic evidence is included, ensuring full transparency for clients and project teams.

Throughout the project, regular on-site safety audits are conducted to monitor adherence to safety protocols and promptly address emerging risks. Project managers, who oversee field operations, are equipped to adapt safety measures swiftly and effectively to maintain secure job sites. Our senior management team also conducts periodic reviews to ensure that safety remains a priority throughout every phase of the project lifecycle.

Fostering a Culture of Security

Safety and security go hand in hand at ATI. Our teams are trained to maintain controlled and orderly environments, especially when working in occupied facilities such as schools, hospitals, or government buildings. By tailoring work schedules and phased approaches to client needs, we reduce security vulnerabilities and maintain safe access for facility occupants.

Improving Productivity Through Safety

A safe job site is a productive job site. ATI's commitment to safety reduces the risk of accidents, minimizing costly delays and disruptions. Training programs are a key component in achieving this balance. All personnel participate in ongoing training, including OSHA 10- and 30-hour courses, as well as job-specific certifications that ensure teams are prepared to meet the unique challenges of each project.

We couple this training with digital safety management systems, which track incident reports, corrective actions, and safety trends in real time. This system allows us to identify and address issues quickly, ensuring projects stay on schedule and productive. Our systematic approach streamlines communication, enhances accountability, and fosters continuous improvement, creating an environment where safety directly contributes to efficient and timely project completion.

Results-Driven Commitment

ATI's safety program is built on a layered and proactive foundation that improves job site safety, security, and productivity. By combining rigorous planning, ongoing training, routine inspections, and advanced technology, we deliver high-quality projects that protect people, meet timelines, and provide peace of mind to clients. Safety is not just a priority at ATI; it's an integral part of who we are, ensuring excellence in every project we deliver.



Appendix

The following pages provide:

Resumes

Shannon Thurgood, EHS Director

Bradley Lay, Regional Manager – San Francisco

Richie Barraza, Executive Project Director

Anh Reid, Construction Project Manager, Site Superintendent

Jean Nadolne, Account Manager/Business Development Manager

Required Forms

Attachment C - Sanctuary City Compliance Statement-signed

Attachment F - Disclosure Statement for LLC-signed

Resumes

<h2 style="margin: 0;">Shannon Thurgood</h2> <h3 style="margin: 0;">Director of EHS</h3>	
<ul style="list-style-type: none"> ➤ 20+ years of experience in construction, project management, and EHS across various industries. ➤ Proven leadership in managing teams and projects in high-risk environments. ➤ Strong project management skills, handling complex jobs and large-scale projects. ➤ PMP-certified, with expertise in developing safety protocols for large losses. 	
Service Areas of Expertise	<ul style="list-style-type: none"> ▪ Development and implementation of safety plans to ensure compliance and mitigate workplace hazards. ▪ Risk assessment, safety training, and fostering a safety-conscious culture across all levels. ▪ Leadership in high-risk environments, focusing on safety management within construction and power plant sectors.
Background and Experience	<ul style="list-style-type: none"> ▪ Proven leadership in EHS, growing a team fourfold in just one year while fostering a collaborative and communicative environment across departments. ▪ Hands-on expertise in safety management, with a focus on confined space work, complex mechanical tasks, and large-scale restoration and reconstruction projects.
Current Responsibilities	<ul style="list-style-type: none"> ▪ Lead a growing EHS department, expanding the team fourfold within one year while fostering camaraderie and effective communication across departments. ▪ Develop and implement safety protocols and comprehensive safety plans for large restoration and reconstruction projects. ▪ Leverage background in project management and PMP certification to manage complex projects and large losses, ensuring the safety of all involved. ▪ Actively mentor and guide employees, promoting continuous learning and safety awareness throughout the company. ▪ Drive safety initiatives with a proactive, empathetic approach, focusing on educating employees on why safety is essential rather than solely enforcing rules.
Industry Certifications	<ul style="list-style-type: none"> ▪ Project Management Professional (PMP) ▪ OSHA 30 ▪ OSHA 500 ▪ OSHA 510 ▪ OSHA 521

Brad Lay

Regional Manager, San Francisco

- 20+ years of industry experience
- Oversees ATI's San Francisco Office and greater area
- Committed to client satisfaction, team development and risk management

Service Areas of Expertise	<ul style="list-style-type: none"> ▪ Restoration, environmental remediation, and reconstruction services ▪ Large, complex, and catastrophic property losses ▪ Client relationships ▪ Technical and communication skills ▪ Team and project leadership ▪ Quality, industry, and compliance standards ▪ Operations management ▪ Planning, data analysis, and reporting
Background & Experience	<ul style="list-style-type: none"> ▪ Successfully serving in the role of Regional Manager for Los Angeles since joining ATI in 2023 ▪ Direct industry experience with previous roles including General, Regional, District, and Branch Managers, in the construction industry ▪ Demonstrated expertise in developing and mentoring new employees from Project Managers to Field Operations Team. ▪ Lead business strategy execution for growth, operational efficiency, and customer satisfaction. ▪ Managed cross-functional teams to ensure operational readiness and exceptional service delivery
Primary Responsibilities	<ul style="list-style-type: none"> ▪ Manages all aspects of operations for ATI's San Francisco Office, including strategic planning and forecasting, customer care, quality control, and purchasing ▪ Serves as a point of escalation for project stakeholders ▪ Oversees all staff and projects from conception to completion ▪ Facilitates daily staff meetings and weekly operation's meetings to review the aspects of all projects, identifying issues and developing recommendations in support of the project's goals and customers' needs ▪ Ensures compliance with all industry and safety standards and local, state, and federal requirements for all service lines, including emergency disaster and recovery projects ▪ Provides expertise in support of contract management, project management, vendor management, customer retention, operations, human resources, and staff training and development ▪ Ensures operational readiness to deliver exceptional services to our clients
Notable Achievements	<ul style="list-style-type: none"> ▪ Lead the San Francisco team as they completed more than 1,700 jobs during his time with ATI including nearly 200 for the public and education sector.

Education	<ul style="list-style-type: none"> ▪ Consistently delivered exceptional client growth and operational metrics. ▪ Recognized by peers and leadership for fostering a culture of team collaboration, safety, and excellence.
	<ul style="list-style-type: none"> ▪ Bachelor of Science in Business Administration – University of Phoenix ▪ MBA coursework at University of Arizona, Eller College of Business (program not completed due to relocation)

<h2 style="margin: 0;">Richie Barraza</h2> <p style="margin: 0;">Executive Project Director</p>	<ul style="list-style-type: none"> ➤ 16 years of industry experience ➤ Serving San Francisco and surrounding areas ➤ Schedules crews and manages quality control to ensure jobs are completed on-time and on-budget
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Service Areas of Expertise	<ul style="list-style-type: none"> ▪ 24-hour emergency response ▪ Water damage restoration ▪ Fire, smoke, and odor damage restoration ▪ Asbestos and lead abatement ▪ Mold remediation ▪ Catastrophe response ▪ Contents cleaning and restoration ▪ Biohazard decontamination ▪ Demolition ▪ Reconstruction ▪ Consulting
Background & Experience	<ul style="list-style-type: none"> ▪ Extensive experience in the construction and restoration industry holding job titles from Technician to Supervisor, encompassing roles such as Restoration, Environmental, and Construction Project Manager, as well as Operations Manager ▪ Experience working with a wide range of clients, including those in the education, healthcare, municipal/government, commercial, residential, and retail sectors ▪ Demonstrated ability to take charge of a project, identify and resolve problems and bring the project to completion on time and under budget ▪ Strong prioritization skills with a proven ability to be versatile in all situations and quickly adapting environmental challenges ▪ Proven expertise in providing Large Loss mitigation, restoration, and reconstruction by consistently achieving high customer satisfaction survey results on completed projects
Primary Responsibilities	<ul style="list-style-type: none"> ▪ Responsible for responding to service calls and developing and maintaining client relationships ▪ Emergency on-call contact for clients and project teams ▪ Conducts walk-throughs with client, ensuring thorough and mutual understanding of the scope of work, estimates, work plan and schedule ▪ Provides consultant services for estimations and appraisals of property damage including damage loss evaluation and cost comparison, feasibility, and methodology of repair vs. replacement and scope review

Notable Achievements	<ul style="list-style-type: none"> ▪ Provides daily communication of project updates to client stakeholders and internal staff ▪ Manages day-to-day operational aspects of projects and project scope, working closely with the Project Manager and teams ensuring compliance with local, state, and federal industry standards and safety requirements ▪ Creates project work plans and revises as appropriate to meet changing needs and requirements, including the identification of needed resources and engagement of appropriate skilled technicians and other personnel
	<ul style="list-style-type: none"> ▪ Completed more than 620 projects since joining ATI in 2022 in his role of Executive Project Director ▪ Extensive experience in serving on projects for public entities including Diablo Valley College where Richie oversaw ATI teams performing emergency response services, asbestos abatement and reconstruction, completing projects on-time, within budget with high quality results. ▪ Notable among Richie’s achievements includes a complex fire loss at a UC Berkley in 2024 and a water loss in 2023. Both jobs were completed with minimal displacement to the occupants and performed with high quality results.
Industry Certifications	<ul style="list-style-type: none"> ▪ Asbestos Abatement Supervisor (AHERA) Certification ▪ Lead Abatement Worker Certification ▪ IICRC Water Damage Technician Certification ▪ OSHA 30-hour

<h2 style="margin: 0;">Anh Reid</h2> <p style="margin: 0;">Construction Project Manager, Site Superintendent</p>		<ul style="list-style-type: none"> ➤ 10 years of industry experience ➤ Manages day-to-day operational aspects of projects and project scope
Service Areas of Expertise	<ul style="list-style-type: none"> ▪ 24-hour emergency response ▪ Water damage restoration ▪ Fire, smoke, and odor damage restoration ▪ Asbestos and lead abatement ▪ Mold remediation 	<ul style="list-style-type: none"> ▪ Catastrophe response ▪ Contents cleaning and restoration ▪ Biohazard decontamination ▪ Demolition ▪ Reconstruction ▪ Consulting

<p>Background & Experience</p>	<ul style="list-style-type: none"> ▪ Extensive experience in the construction and restoration industry holding job titles including Construction Project Manager, and Senior Project Manager and Estimator ▪ Highly experienced in managing materials, sourcing, ordering and servicing clients throughout the San Francisco and South Bay Region ▪ Adept at Supervision of field construction crews and meeting requirements of local and state authorities ▪ Excellent project management skills including coordination, communication, prioritization, troubleshooting, adherence to budget and completion goals
<p>Primary Responsibilities</p>	<ul style="list-style-type: none"> ▪ Coordinates the logistics, operations, equipment, materials, and labor necessary to perform the project per the specifications provided by the Project Director ▪ Supervises the work of in-house crews, subcontractors, and temporary employees ▪ Examines the workmanship of each task and ensures high-quality results ▪ Manages project tasks according to the scope, schedule, and budget ▪ Ensures compliance with safety regulations ▪ Communicates with ATI Project Directors and customers, providing daily progress updates ▪ Maintains and updates internal project database to capture details of progression of work completed on each phase of the project ▪ Serves as the problem resolution expert for field team
<p>Notable Achievements</p>	<ul style="list-style-type: none"> ▪ Successfully managed 140+ construction and restoration projects with a total value of \$4.2M during her time with ATI ▪ Consistently delivered projects under tight deadlines while maintaining high-quality outcomes ▪ Extensive experience in leading reconstruction and repair projects in the wake of extensive property loss due to fire or water, including a water loss at UC Embarcadero in 2023 and many other weather-related losses for industrial and commercial facilities and public entities
<p>Industry Certifications</p>	<ul style="list-style-type: none"> ▪ Lean Six Sigma ▪ PMP Certification ▪ OSHA 30-hour

Jean Nadolne

**Account Manager/
Business Development Manager**

- 20 years of industry experience
- Excellent communication skills and prompt responses to client needs
- Fosters long-term success through client engagement

Service Areas of Expertise	<ul style="list-style-type: none"> ▪ Business Development Strategy ▪ Account Management ▪ Relationship Development ▪ Contract Negotiations & Management ▪ Customer Retention & Growth 	<ul style="list-style-type: none"> ▪ CRM Systems ▪ KPI & Net Promoter Score (NPS) Improvement ▪ Training & Onboarding Programs ▪ Process Optimization & Operational Efficiency
Background & Experience	<ul style="list-style-type: none"> ▪ Dynamic Business Development professional with extensive experience managing client portfolios, driving revenue growth, and enhancing customer satisfaction. ▪ Proven ability to execute strategies that secure multimillion-dollar portfolios and achieve consistent annual growth. ▪ Skilled in streamlining operational processes to improve efficiency and outcomes. ▪ Expertise in relationship building and contract management, ensuring alignment with client needs and business objectives. ▪ Career includes leadership roles in sales, operations, and customer experience. ▪ Consistently delivers exceptional results by combining strategic planning with effective tactical execution. 	
Primary Responsibilities	<ul style="list-style-type: none"> ▪ Oversees strategic accounts to ensure contractual management, service expectations and reporting/invoicing requirements are met ▪ Identifies new and existing client opportunities; plans, executes and measures results ▪ Provides consultative approach to existing and new client concerns ▪ Develops strategies to address critical client issues ▪ Maintains a high level of customer retention and client satisfaction ratings ▪ Coordinates and manages all activities related to client customer care ▪ Conducts virtual and in-person meetings with clients ▪ Attends industry association events to stay up to date on the latest industry trends 	
Notable Achievements	<ul style="list-style-type: none"> ▪ Delivered sustainable growth by leveraging strategic insight and operational expertise to address complex business challenges. ▪ Enhanced client satisfaction through a strong customer-focused approach, aligning initiatives with client objectives. ▪ Played a key role in advancing business goals and fostering long-term success through innovative strategies. 	

Education & Certifications	<ul style="list-style-type: none">▪ Recognized as an invaluable contributor to achieving organizational objectives through a combination of strategic planning and effective execution.
	<ul style="list-style-type: none">▪ Bachelor of Business Administration, University of Wisconsin, Eau Claire▪ CE Course Certified▪ OSHA 10-hour certification▪ Proficient in CRM Tools, including Salesforce and Xactimate▪ Skilled in KPI Management and Operational Process Enhancement

CITY OF RICHMOND
Sanctuary City Compliance Statement

The undersigned, (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Diona Simoneit Title: Corporate Secretary

Signed:  Date: 5/30/2025

Business Entity: ATI Restoration, LLC

Disclosure Statement for Limited Liability Companies

This Statement Shall be included with all Bid and Proposal Submissions

Is your Business a Limited Liability Company (LLC)? YES NO

If you answered YES, please provide the City with the names and business addresses of any and all shareholders, directors, officers, members, managers, other authorized persons, partners, and "Beneficial Owners" of the applying LLC. A Beneficial Owner is any person or entity who: (1) exercises substantial control over the applying LLC; (2) owns 25% or more of the interest in the applying LLC; or (3) receives substantial economic benefits from the assets of the applying LLC. If any LLC shareholder, director, officer, member, manager, other authorized person, partner, or Beneficial Owner is itself an LLC or other business entity, the names and business addresses must also be provided for any and all shareholders, directors, officers, members, managers, other authorized persons, partners, and Beneficial Owners of that LLC or other business entity all the way up through each entity in the organizational chart until ultimate ownership by individual people is disclosed.

Name: See attached for details.

Title: _____

Address: _____

Name: See attached for details.

Title: _____

Address: _____

Name: See attached for details.

Title: _____

Address: _____

Check this box if additional ownership information is attached to this Disclosure Statement.

In signing this Disclosure Statement, I represent that the information submitted in this Disclosure Statement, and any attachments, is true and correct.

Signature: 

Printed Name: Diona Simoneit

Title: Corporate Secretary

Date: 5/22/2025



Disclosure Statement for LLC

ATI Restoration, LLC is owned by ATI IntermediateCo, LLC, which in turn is owned by ATI HoldCo, LLC.

ATI HoldCo, LLC is the parent company and is held by Restoration Buyer Group Holdings L.P. and New American Technologies, Inc.

Entity Name	Directors/Management	Officers
ATI HoldCo, LLC (DE)	Pierre LeComte Michael Layman Parker Brown Gary Moore Ryan Moore	David Carpenter - Chief Executive Officer Gary Moore - Founder and Chairman of the Board Jeff Moore - President, Chief Acquisition Officer Ryan Moore - President, Chief Growth Officer Scott Moore - Executive Vice President of Operations and Environmental Health Services Gabe Diab - Chief Financial Officer Diona Simoneit - Vice President, Corporate Controller & Secretary
ATI IntermediateCo, LLC (DE)	ATI Holdco, LLC (sole member)	N/A
ATI Restoration, LLC (DE)	ATI IntermediateCo, LLC (sole member)	David Carpenter - Chief Executive Officer Gary Moore - Founder and Chairman of the Board Jeff Moore - President, Chief Acquisition Officer Ryan Moore - President, Chief Growth Officer Scott Moore - Executive Vice President of Operations and Environmental Health Services Gabe Diab - Chief Financial Officer Diona Simoneit - Vice President, Corporate Controller & Secretary