

SERVICES AGREEMENT

ATI RESTORATION, LLC

Emergency and Non-Emergency Remediation and Repair Services – RFP No. 2520

On this ____ day of _____, 20__, the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and ATI RESTORATION, LLC, a Delaware limited liability company authorized to do business in California (“Contractor”), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Emergency and Non-Emergency Remediation and Repair Services – RFP No. 2520 (“Services”). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect from July 1, 2026, and shall remain in effect until June 30, 2029, unless otherwise terminated pursuant to the provisions herein. The term of the Agreement may be extended by mutual written consent of the parties for two (2) additional one (1) year terms.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed amount of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00), unless an increase is agreed to in writing by the parties. City shall pay Contractor for Services performed to City’s satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit “B” and incorporated herein by this reference. If the term of the Agreement is extended, Contractor’s compensation for the extended term shall be mutually agreed upon in writing by the parties.

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

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

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said

amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

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

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

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

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

of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

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

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

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

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

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

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

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as

required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

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

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

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

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

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

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

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

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

by the City.

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

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

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

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

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit “C”, represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit “C” have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

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

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

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

To City

Finance Department
City of Riverside
Attn: Maria Guerrero
3900 Main Street
Riverside, CA 92522

To Contractor

ATI Restoration, LLC
Attn: Lori Nelson
3360 E. Palma Avenue
Anaheim, CA 92806

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit “A” - Scope of Services

Exhibit “B” - Compensation

Exhibit “C” - Key Personnel


[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

ATI RESTORATION, LLC, a Delaware limited liability company, authorized to do business in California


By: _____
Mike Futrell
City Manager

By:  _____
Print Name: ryan moore
Title: ceo
(Signature of Board Chair, President, or Vice President)

Attest: _____
Donesia Gause
City Clerk


and

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By:  _____
Print Name: Mike Schantz
Title: CFO
(Signature of Secretary, Assistant Secretary, CFO, Treasurer or Assistant Treasurer)

By:  _____
Chief Financial Officer

APPROVED AS TO FORM:

By:  _____
Sean B. Murphy
Deputy City Attorney

CA #314135 SBM/jv 05/06/26

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT A

Scope of Services

The full scope of work shall include but not be limited to:

- Sewage Cleanup and Remediation
- Water Extraction
- Structural Drying and/or Floor Drying
- Floor, Carpet, and Rug Cleaning/Disinfecting/Sanitizing
- Deodorize/Odor Removal
- Antimicrobial Treatment
- Structural Dehumidification
- Mold Remediation
- Drying Equipment Monitoring
- Upholstery Cleaning
- Other restoration or remediation services, as needed

The selected firms shall provide building repair and renovation services on an as-needed basis for various City projects as assigned. All projects shall be limited to the property up to the sewer lateral. Responsibilities may include, but are not limited to, the following:

1. Contractor shall furnish labor, materials, and equipment to perform building repairs and renovation services on an as-requested basis in city facilities included in this solicitation. The scope of work shall include, but is not limited to painting, carpentry, demolition, drywall, concrete block, stucco, flooring, finishes, flashing, plumbing, restroom renovations, kitchen renovations, and the ability to subcontract other work as required (including roofing, electrical, mechanical, etc.).
2. Photo documentation and record keeping shall be included throughout the process of each project. Contractor(s) or appropriate subcontractor(s) shall be properly licensed for testing and inspection that occurs prior to project completion as necessary per project. Contractor shall be responsible for obtaining all permits as required by City. Specific services will be coordinated with the City on a per project basis.
3. Contractor shall warrant all work for a period of one year from the final date of completed any job. The City and contractor(s) agree that no specific quantity of work is guaranteed to be provided to the contractor(s) under the terms and conditions of the contract. The City of Riverside does not guarantee that the contractor(s) will be assigned any specific project during the term of the contract.
4. Response time: The Contractor shall respond to emergency calls for service or repair with twenty-four (24) hours. Emergency responses include weekends, after-hours and holidays.
5. Correction of work deficiencies: The Contractor shall correct work rejected by the City as failing to conform to the requirements in the project documents within thirty days. The Contractor shall bear the cost of correcting such rejected work, including the costs of uncovering, replacement, and additional testing. If the Contractor fails to commence correction of nonconforming work within a seven day period after written notice, the city may correct the deficiencies by other means. In addition to the Contractor's other

obligations, the contractor shall, for a period of one year after substantial completion, correct work not conforming to the requirements of the work.

6. Compliance with regulations and permits: Contractor shall comply with or exceed all relevant statutes, codes, rules, and regulations as may be applicable to this contract and shall be responsible for securing any and all permits as required by the governing authority. The City shall reimburse the Contractor for only the actual cost of said permits.
7. Equipment and supplies: Contractor is to provide, at no additional cost to the City, all necessary equipment, hand, and power tools and supplies typically used by the job classification and/or assigned trade person. Mechanical or other equipment used for work must be of a type that is approved by the industry and shall be operated in such a manner as to not cause danger of any nature to employees or other persons or damage to the building structure, fixtures, furnishings, etc. Contractor shall not store equipment and/or supplies on any City property.
8. The Contractor shall have the capability to provide shop drawings of proposed work, furnish drawings of existing conditions, and provide as-built drawings after the completion of work.
9. General safety requirements: The Contractor shall be responsible for all safety precautions required in connection with their work, including regulations of the Occupational Safety and Health Administration (OSHA) and other governing agencies. The City reserves the right to oversee all service work from a safety standpoint and require the Contractor to take appropriate action to ensure safety and code compliance.
10. Damages: Necessary precautions shall be taken at all times to protect persons, property and equipment from injury or damage. Any damage shall be reported, reviewed, and discussed with the project manager.
8. Security: The Contractor is responsible for ensuring all entries/exits to the work area are secure during the discharge of their duties (doors must not be propped open). The Contractor does not have the authority and shall not grant access to any person requesting entry into the building or specific work area.
11. Disposal and salvage of waste material: Contractor must dispose of or salvage all waste material generated by its service operations under the contract in an off-site location, in compliance with all applicable laws and regulations. City encourages Contractor to salvage material in an environmentally friendly manner if possible. City retains the right to retain materials or have another party salvage material, at the discretion and direction of the project manager. The size of specific projects may dictate C&D recycling requirements and the contractor must accommodate as required.
12. Contractor's employees and subcontractors deemed noncompliant to proper conduct and behavior by the City will be removed immediately and replaced within twenty-four (24) hours. Contractor must observe and comply with all of the City's present and future rules and regulations regarding conduct on city property.
13. The Contractor must have the ability to obtain payment and performance bonds as required depending on the amounts for the task orders issued.
14. The Contractor shall be responsible for adequately locating existing utilities and protecting all utilities in place. If a utility conflicts with proposed improvements, the Contractor must notify the project manager prior to proceeding with work. Proceeding with work without written authorization will be at the Contractor's risk.
15. The Contractor shall pay and report the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of

California for the locality where the work is to be performed. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (via the Division of Labor Standards Enforcement) as further described in Article 5 of the Construction Contract (Mutual Obligations). A copy of said wage rates is available on-line at:

<https://www.dir.ca.gov/OPRL/DpreWageDetermination.htm>

The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates and other notices prescribed by regulation at the project site.

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

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder, and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$2,000,000.

OTHER INSURANCE PROVISIONS:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by

or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Waiver of Subrogation-** Contractor hereby grants to Entity a waiver of subrogation which any insurer may acquire against Entity, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents, and subcontractors.
4. For any claims related to this project, the **Contractor's insurance coverage shall be primary insurance coverage** at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

EXHIBIT “B”

COMPENSATION

COMPENSATION SCHEDULE:

All labor rates shall be inclusive of all equipment, materials, and all applicable fees including but not limited to service charges, trip charge, reimbursables, mileage travel, etc.

Contractor is required to pay prevailing wage for all applicable projects.
Equipment and material markup fee shall not exceed 10%.

1. General Labor					\$2,703.44	
1	Apprentice Standard Rate	HR	1	\$152.25	\$152.25	Yes
2	Apprentice Overtime Rate	HR	1	\$199.79	\$199.79	Yes
3	Apprentice Double Time	HR	1	\$247.32	\$247.32	Yes
4	Journeyman Standard Rate	HR	1	\$152.25	\$152.25	Yes
5	Journeyman Overtime Rate	HR	1	\$199.79	\$199.79	Yes
6	Journeyman Double Time	HR	1	\$247.32	\$247.32	Yes
7	Supervisor/Foreman Standard Rate	HR	1	\$152.25	\$152.25	Yes
8	Supervisor/Foreman Overtime Rate	HR	1	\$199.79	\$199.79	Yes
9	Supervisor/Foreman Double Time	HR	1	\$247.32	\$247.32	Yes
10	Specialty Technician Standard Rate	HR	1	\$152.25	\$152.25	Yes
11	Specialty Technician Overtime Rate	HR	1	\$199.79	\$199.79	Yes
12	Specialty Technician Double Time	HR	1	\$247.32	\$247.32	Yes
13	Project Manager Standard Rate	HR	1	\$102.00	\$102.00	Yes
14	Project Manager Overtime Rate	HR	1	\$102.00	\$102.00	Yes
15	Project Manager Double Time	HR	1	\$102.00	\$102.00	Yes
2. Sewage Cleanup and Remediation					\$2,795.08	
16	Apprentice Standard Rate	HR	1	\$157.99	\$157.99	Yes
17	Apprentice Overtime Rate	HR	1	\$207.42	\$207.42	Yes
18	Apprentice Double Time	HR	1	\$256.86	\$256.86	Yes
19	Journeyman Standard Rate	HR	1	\$157.99	\$157.99	Yes
20	Journeyman Overtime Rate	HR	1	\$207.42	\$207.42	Yes
21	Journeyman Double Time	HR	1	\$256.86	\$256.86	Yes
22	Supervisor/Foreman Standard Rate	HR	1	\$157.99	\$157.99	Yes
23	Supervisor/Foreman Overtime Rate	HR	1	\$207.42	\$207.42	Yes
24	Supervisor/Foreman Double Time	HR	1	\$256.86	\$256.86	Yes
25	Specialty Technician Standard Rate	HR	1	\$157.99	\$157.99	Yes
26	Specialty Technician Overtime Rate	HR	1	\$207.42	\$207.42	Yes
27	Specialty Technician Double Time	HR	1	\$256.86	\$256.86	Yes
28	Project Manager Standard Rate	HR	1	\$102.00	\$102.00	Yes
29	Project Manager Overtime Rate	HR	1	\$102.00	\$102.00	Yes
30	Project Manager Double Time	HR	1	\$102.00	\$102.00	Yes
3. Water Extraction					\$2,703.44	
31	Apprentice Standard Rate	HR	1	\$152.25	\$152.25	Yes
32	Apprentice Overtime Rate	HR	1	\$199.79	\$199.79	Yes
33	Apprentice Double Time	HR	1	\$247.32	\$247.32	Yes
34	Journeyman Standard Rate	HR	1	\$152.25	\$152.25	Yes
35	Journeyman Overtime Rate	HR	1	\$199.79	\$199.79	Yes
36	Journeyman Double Time	HR	1	\$247.32	\$247.32	Yes
37	Supervisor/Foreman Standard Rate	HR	1	\$152.25	\$152.25	Yes
38	Supervisor/Foreman Overtime Rate	HR	1	\$199.79	\$199.79	Yes
39	Supervisor/Foreman Double Time	HR	1	\$247.32	\$247.32	Yes
40	Specialty Technician Standard Rate	HR	1	\$152.25	\$152.25	Yes
41	Specialty Technician Overtime Rate	HR	1	\$199.79	\$199.79	Yes
42	Specialty Technician Double Time	HR	1	\$247.32	\$247.32	Yes
43	Project Manager Standard Rate	HR	1	\$102.00	\$102.00	Yes
44	Project Manager Overtime Rate	HR	1	\$102.00	\$102.00	Yes
45	Project Manager Double Time	HR	1	\$102.00	\$102.00	Yes
4. Structural Drying and/or Floor Drying					\$2,703.44	
46	Apprentice Standard Rate	HR	1	\$152.25	\$152.25	Yes

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
47			Apprentice Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
48			Apprentice Double Time	HR	1	\$247.32	\$247.32	Yes	
49			Journeyman Standard Rate	HR	1	\$152.25	\$152.25	Yes	
50			Journeyman Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
51			Journeyman Double Time	HR	1	\$247.32	\$247.32	Yes	
52			Supervisor/Foreman Standard Rate	HR	1	\$152.25	\$152.25	Yes	
53			Supervisor/Foreman Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
54			Supervisor/Foreman Double Time	HR	1	\$247.32	\$247.32	Yes	
55			Specialty Technician Standard Rate	HR	1	\$152.25	\$152.25	Yes	
56			Specialty Technician Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
57			Specialty Technician Double Time	HR	1	\$247.32	\$247.32	Yes	
58			Project Manager Standard Rate	HR	1	\$102.00	\$102.00	Yes	
59			Project Manager Overtime Rate	HR	1	\$102.00	\$102.00	Yes	
60			Project Manager Double Time	HR	1	\$102.00	\$102.00	Yes	
5. Floor, Carpet, and Rug Cleaning/Disinfecting/Sanitizing							\$2,703.44		
61			Apprentice Standard Rate	HR	1	\$152.25	\$152.25	Yes	
62			Apprentice Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
63			Apprentice Double Time	HR	1	\$247.32	\$247.32	Yes	
64			Journeyman Standard Rate	HR	1	\$152.25	\$152.25	Yes	
65			Journeyman Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
66			Journeyman Double Time	HR	1	\$247.32	\$247.32	Yes	
67			Supervisor/Foreman Standard Rate	HR	1	\$152.25	\$152.25	Yes	
68			Supervisor/Foreman Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
69			Supervisor/Foreman Double Time	IIR	1	\$247.32	\$247.32	Yes	
70			Specialty Technician Standard Rate	HR	1	\$152.25	\$152.25	Yes	
71			Specialty Technician Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
72			Specialty Technician Double Time	HR	1	\$247.32	\$247.32	Yes	
73			Project Manager Standard Rate	HR	1	\$102.00	\$102.00	Yes	
74			Project Manager Overtime Rate	HR	1	\$102.00	\$102.00	Yes	
75			Project Manager Double Time	HR	1	\$102.00	\$102.00	Yes	
6. Deodorize/Odor Removal							\$2,703.44		
76			Apprentice Standard Rate	HR	1	\$152.25	\$152.25	Yes	
77			Apprentice Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
78			Apprentice Double Time	HR	1	\$247.32	\$247.32	Yes	
79			Journeyman Standard Rate	HR	1	\$152.25	\$152.25	Yes	
80			Journeyman Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
81			Journeyman Double Time	HR	1	\$247.32	\$247.32	Yes	
82			Supervisor/Foreman Standard Rate	HR	1	\$152.25	\$152.25	Yes	
83			Supervisor/Foreman Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
84			Supervisor/Foreman Double Time	HR	1	\$247.32	\$247.32	Yes	
85			Specialty Technician Standard Rate	HR	1	\$152.25	\$152.25	Yes	
86			Specialty Technician Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
87			Specialty Technician Double Time	HR	1	\$247.32	\$247.32	Yes	
88			Project Manager Standard Rate	HR	1	\$102.00	\$102.00	Yes	
89			Project Manager Overtime Rate	HR	1	\$102.00	\$102.00	Yes	
90			Project Manager Double Time	HR	1	\$102.00	\$102.00	Yes	
7. Antimicrobial Treatment							\$2,703.44		
91			Apprentice Standard Rate	HR	1	\$152.25	\$152.25	Yes	
92			Apprentice Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
93			Apprentice Double Time	HR	1	\$247.32	\$247.32	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
94			Journeyman Standard Rate	HR	1	\$152.25	\$152.25	Yes	
95			Journeyman Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
96			Journeyman Double Time	HR	1	\$247.32	\$247.32	Yes	
97			Supervisor/Foreman Standard Rate	HR	1	\$152.25	\$152.25	Yes	
98			Supervisor/Foreman Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
99			Supervisor/Foreman Double Time	HR	1	\$247.32	\$247.32	Yes	
100			Specialty Technician Standard Rate	HR	1	\$152.25	\$152.25	Yes	
101			Specialty Technician Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
102			Specialty Technician Double Time	HR	1	\$247.32	\$247.32	Yes	
103			Project Manager Standard Rate	HR	1	\$102.00	\$102.00	Yes	
104			Project Manager Overtime Rate	HR	1	\$102.00	\$102.00	Yes	
105			Project Manager Double Time	HR	1	\$102.00	\$102.00	Yes	
8. Structural Dehumidification							\$2,703.44		
106			Apprentice Standard Rate	HR	1	\$152.25	\$152.25	Yes	
107			Apprentice Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
108			Apprentice Double Time	HR	1	\$247.32	\$247.32	Yes	
109			Journeyman Standard Rate	HR	1	\$152.25	\$152.25	Yes	
110			Journeyman Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
111			Journeyman Double Time	HR	1	\$247.32	\$247.32	Yes	
112			Supervisor/Foreman Standard Rate	HR	1	\$152.25	\$152.25	Yes	
113			Supervisor/Foreman Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
114			Supervisor/Foreman Double Time	HR	1	\$247.32	\$247.32	Yes	
115			Specialty Technician Standard Rate	HR	1	\$152.25	\$152.25	Yes	
116			Specialty Technician Overtime Rate	IIR	1	\$199.79	\$199.79	Yes	
117			Specialty Technician Double Time	HR	1	\$247.32	\$247.32	Yes	
118			Project Manager Standard Rate	HR	1	\$102.00	\$102.00	Yes	
119			Project Manager Overtime Rate	HR	1	\$102.00	\$102.00	Yes	
120			Project Manager Double Time	HR	1	\$102.00	\$102.00	Yes	
9. Mold Remediation							\$2,710.44		
121			Apprentice Standard Rate	HR	1	\$153.93	\$153.93	Yes	
122			Apprentice Overtime Rate	HR	1	\$200.37	\$200.37	Yes	
123			Apprentice Double Time	HR	1	\$246.81	\$246.81	Yes	
124			Journeyman Standard Rate	HR	1	\$153.93	\$153.93	Yes	
125			Journeyman Overtime Rate	HR	1	\$200.37	\$200.37	Yes	
126			Journeyman Double Time	HR	1	\$246.81	\$246.81	Yes	
127			Supervisor/Foreman Standard Rate	HR	1	\$153.93	\$153.93	Yes	
128			Supervisor/Foreman Overtime Rate	HR	1	\$200.37	\$200.37	Yes	
129			Supervisor/Foreman Double Time	HR	1	\$246.81	\$246.81	Yes	
130			Specialty Technician Standard Rate	HR	1	\$153.93	\$153.93	Yes	
131			Specialty Technician Overtime Rate	HR	1	\$200.37	\$200.37	Yes	
132			Specialty Technician Double Time	HR	1	\$246.81	\$246.81	Yes	
133			Project Manager Standard Rate	HR	1	\$102.00	\$102.00	Yes	
134			Project Manager Overtime Rate	HR	1	\$102.00	\$102.00	Yes	
135			Project Manager Double Time	HR	1	\$102.00	\$102.00	Yes	
10. Drying Equipment Monitoring							\$2,703.44		
136			Apprentice Standard Rate	HR	1	\$152.25	\$152.25	Yes	
137			Apprentice Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
138			Apprentice Double Time	HR	1	\$247.32	\$247.32	Yes	
139			Journeyman Standard Rate	HR	1	\$152.25	\$152.25	Yes	
140			Journeyman Overtime Rate	HR	1	\$199.79	\$199.79	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
141			Journeyman Double Time	HR	1	\$247.32	\$247.32	Yes	
142			Supervisor/Foreman Standard Rate	HR	1	\$152.25	\$152.25	Yes	
143			Supervisor/Foreman Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
144			Supervisor/Foreman Double Time	HR	1	\$247.32	\$247.32	Yes	
145			Specialty Technician Standard Rate	HR	1	\$152.25	\$152.25	Yes	
146			Specialty Technician Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
147			Specialty Technician Double Time	HR	1	\$247.32	\$247.32	Yes	
148			Project Manager Standard Rate	HR	1	\$102.00	\$102.00	Yes	
149			Project Manager Overtime Rate	HR	1	\$102.00	\$102.00	Yes	
150			Project Manager Double Time	HR	1	\$102.00	\$102.00	Yes	
11. Upholstery Cleaning							\$2,703.44		
151			Apprentice Standard Rate	HR	1	\$152.25	\$152.25	Yes	
152			Apprentice Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
153			Apprentice Double Time	HR	1	\$247.32	\$247.32	Yes	
154			Journeyman Standard Rate	HR	1	\$152.25	\$152.25	Yes	
155			Journeyman Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
156			Journeyman Double Time	HR	1	\$247.32	\$247.32	Yes	
157			Supervisor/Foreman Standard Rate	HR	1	\$152.25	\$152.25	Yes	
158			Supervisor/Foreman Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
159			Supervisor/Foreman Double Time	HR	1	\$247.32	\$247.32	Yes	
160			Specialty Technician Standard Rate	HR	1	\$152.25	\$152.25	Yes	
161			Specialty Technician Overtime Rate	HR	1	\$199.79	\$199.79	Yes	
162			Specialty Technician Double Time	HR	1	\$247.32	\$247.32	Yes	
163			Project Manager Standard Rate	HR	1	\$102.00	\$102.00	Yes	
164			Project Manager Overtime Rate	HR	1	\$102.00	\$102.00	Yes	
165			Project Manager Double Time	HR	1	\$102.00	\$102.00	Yes	

Line Item Subtotals

Section Title	Line Total
1. General Labor	\$2,703.44
2. Sewage Cleanup and Remediation	\$2,795.08
3. Water Extraction	\$2,703.44
4. Structural Drying and/or Floor Drying	\$2,703.44
5. Floor, Carpet, and Rug Cleaning/Disinfecting/Sanitizing	\$2,703.44
6. Deodorize/Odor Removal	\$2,703.44
7. Antimicrobial Treatment	\$2,703.44
8. Structural Dehumidification	\$2,703.44
9. Mold Remediation	\$2,710.44
10. Drying Equipment Monitoring	\$2,703.44
11. Upholstery Cleaning	\$2,703.44
Grand Total	\$29,836.48

EXHIBIT “C”

KEY PERSONNEL

D. Company Personnel

Riverside Regional Team Overview

Services for the City of Riverside will be delivered by ATI's Riverside Regional Office, supported by a dedicated team of experienced restoration, environmental, and construction professionals. This office is staffed with 38 full-time employees and has successfully completed thousands of emergency and non-emergency projects across government, healthcare, commercial, and municipal facilities throughout the Inland Empire.

The Riverside team is structured to provide 24/7 response capability, consistent oversight, and direct accountability, with all services self-performed by ATI personnel. No subcontractors will be utilized for the services outlined in this proposal.

Key Personnel Assigned to the City of Riverside

Josh Schuler – Regional Manager

Phone: 951-557-2649

Josh Schuler brings more than 20 years of restoration industry experience and oversees all operations for ATI's Riverside Regional Office. He is responsible for operational readiness, staffing, quality control, and compliance for emergency and non-emergency services across the Inland Empire. Mr. Schuler has provided leadership support for the completion of 2,800+ projects valued at more than \$52 million during his tenure, including numerous government and municipal assignments. His certifications include IICRC Fire & Smoke Restoration, OSHA-30, RRP EPA Lead, and Xactimate Level 2.

Tom Sandoval – Account Manager

Phone: 714-493-5313

Tom Sandoval has 25+ years of industry experience supporting environmental remediation, emergency response, and municipal accounts. He serves as the primary account liaison for the City of Riverside, providing strategic oversight, proactive communication, and coordination across ATI's project teams. Mr. Sandoval has extensive experience supporting government, healthcare, and education clients and holds certifications including CDPH Lead-Related Construction Supervisor, Certified Mold Remediation Specialist, and AHERA Contractor/Supervisor.

Christopher Reid – Senior Project Director

Phone: 951-529-5592

Christopher Reid has 26+ years of restoration and construction experience and oversees complex emergency and remediation projects throughout Southern California. He is responsible for project scoping, scheduling, quality control, and stakeholder coordination. Mr. Reid has completed 800+ projects totaling more than \$16 million over the past five years, many for government and public-sector clients. His certifications include IICRC WRT, ASD, FSRT, AMRT, OSHA-30, and Xactimate Level 3.

Gerardo Moreno – Environmental Project Manager

Phone: 909-322-1621

Gerardo Moreno has 20+ years of experience specializing in environmental remediation and emergency response services. He manages day-to-day field operations, safety compliance, and resource coordination for environmental projects throughout the Inland Empire. Mr. Moreno has completed 500+ environmental projects over the past five years, totaling more than \$8 million in value. His certifications include Asbestos Contractor Supervisor, CDPH Lead Supervisor, IICRC WRT, and HAZWOPER.

Joel Guzman – Project Manager

Phone: 951-377-0279

Joel Guzman brings 18+ years of industry experience and manages emergency response, remediation, and restoration projects across Southern California. He is responsible for project execution, documentation, schedule adherence, and client communication. Mr. Guzman has completed 2,300+ projects over the past five years, totaling more than \$34 million, including numerous municipal and government assignments. He holds multiple IICRC Master certifications and extensive asbestos and safety credentials.

Rudy Martinez – Construction Manager

Phone: 951-233-8950

Rudy Martinez has 32+ years of construction and restoration experience and oversees reconstruction and repair services following remediation activities. He specializes in government, education, and commercial projects and ensures work is completed on schedule and within budget. Mr. Martinez has completed 230+ projects totaling more

**OMNIBUS WRITTEN CONSENT
OF
THE RESPECTIVE GOVERNING BODIES OF ATI HOLDCO, LLC AND CERTAIN
OF ITS SUBSIDIARIES**

December 10, 2025

The undersigned, representing (1) all of the members of the board of managers (the “Managers”) of ATI HoldCo, LLC, a Delaware limited liability company (“ATI HoldCo”); (2) ATI IntermediateCo, LLC, a Delaware limited liability company (“Intermediate”), in its capacity as the sole member of ATI Restoration, LLC, a Delaware limited liability company (“ATI Restoration”); (3) ATI Restoration in its capacity as sole member, manager or shareholder, as applicable of (i) ATI Restoration Metro New York, LLC, a New York limited liability company (“ATI MNY”), (ii) ATI Restoration Pittsburgh PA, LLC, a Pennsylvania limited liability company (“ATI Pittsburgh”), (iii) ATI Restoration Central Denver, LLC, a Colorado limited liability company (“ATI Denver”), (iv) ATI Restoration Cleveland, LLC, a Delaware limited liability company (“ATI Cleveland”), (v) ATI Restoration North Las Vegas NV, a Nevada limited liability company (“ATI Las Vegas”), (vi) Carolina Restoration Services of North Carolina, LLC, a North Carolina limited liability company (“Carolina Restoration”), (vii) Mark 1 Restoration Service, LLC, a Delaware limited liability company (“Mark 1”), (viii) ProCare Solutions, LLC, a Tennessee limited liability company (“ProCare”), (ix) ATI Restoration Orlando, LLC, a Florida limited liability company (“ATI Orlando”), (x) Lang Enterprises Ltd. Co, a Georgia limited liability company (“Lang”), (xi) ATI Environmental Salem NH, LLC, a New Hampshire limited liability company (“ATI Salem”), (xii) All County Remediation, LLC, a Florida limited liability company (“ACR”), (xiii) Isosceles Holdings, LLC, a Delaware limited liability company (“Isosceles”), (xiv) ATI Restoration Port Huron, LLC, a Michigan limited liability company (“ATI Port Huron”), (xv) ATI Restoration Detroit, LLC, a Michigan limited liability company (“ATI Detroit”), (xvi) ATI Restoration Sterling VA, LLC, a Virginia limited liability company (“ATI Sterling”), (xvii) ATI Restoration Phoenix CRS, LLC, an Arizona limited liability company (“ATI Phoenix”), (xviii) ATI Payroll Holder, Inc., a Delaware corporation (“Payroll Holder”), and (xix) ATI Restoration Spring Valley CA, Inc., a California corporation (“ATI Spring Valley”), (xx) ATI Payroll Services LLC, a Delaware limited liability company (“Payroll Services”), (xxi) RT1 Restoration Services, LLC, a Delaware limited liability company (“RT1”), (xxii) Emergency Restoration Experts, LLC, a Delaware limited liability company (“ERE”), (xxiii) Emergency Reconstruction, LLC, a Delaware limited liability company (“ER”), (xxiv) JFS Construction Group LLC, a Delaware limited liability company (“JFS”), (xxv) Venturi National Services, LLC, a Delaware limited liability company (“Venturi”), (xxvi) Empire Construction & Technologies, LLC, a Delaware limited liability company (“ECT”), (xxvii) Cary Reconstruction Company, LLC, a Delaware limited liability company (“CRC”) and (xxviii) Poole’s Reconstruction and Restoration, LLC, a Delaware limited liability company (“Poole’s”) and (xxix) SOS Builders, LLC, a Delaware limited liability company (“SOS” and together with ATI MNY, ATI Pittsburgh, ATI Denver, ATI Cleveland, ATI Las Vegas, Carolina Restoration, Mark 1, ProCare, ATI Orlando, Lang, ATI Salem, ACR, Isosceles, ATI Port Huron, ATI Detroit, ATI Sterling, ATI Phoenix, Payroll Holder, ATI Spring Valley, Payroll Services, RT1, ERE, ER, JFS, Venturi, ECT, CRC and Poole’s, the “ATI Subs”, and, together with ATI HoldCo and ATI Restoration, the “Companies”), acting by written consent without a meeting in accordance with all applicable laws and the terms of their respective governing agreements, DO HEREBY ADOPT the resolutions hereinafter set forth as actions taken at a meeting, with the same force and effect as if they had been duly adopted at a meeting called and held for such purpose, and DO HEREBY DIRECT, that this Consent be filed in their respective minute books:

Removal of Officers, Appointment of New Officer and Restatement of Officers

RESOLVED: That the termination of Gabe Diab's employment and removal from his position as Chief Financial Officer of, and any other office or position he might have held with, the Companies, effective as of June 6, 2025, is hereby ratified, confirmed, adopted and approved.

RESOLVED: That the termination of Diona Simoneit's employment and removal from her position as Vice President, Corporate Controller & Secretary of, and any other office or position she might have held with, the Companies, effective as of October 24, 2025, is hereby ratified, confirmed, adopted and approved.

RESOLVED: That the removal of Scott Moore's officer position as Executive Vice President of Operations and Environmental Health Services, and any other office or officer position he might have held with, the Companies, is hereby ratified, confirmed, adopted and approved.

RESOLVED: That the termination of David Carpenter's employment and removal from his position as Chief Executive Officer of, and any other office or position he might have held with, the Companies, was approved by the Board on November 20, 2025 and effective as of November 21, 2025, is hereby ratified, confirmed, adopted and approved.

RESOLVED: That, effective as of the date of termination of David Carpenter, Ryan Moore was elected to the office of Chief Executive Officer, to hold such office until removed or until his successor shall have been duly elected and shall have qualified, and that all such actions heretofore taken by such person as such officer are hereby ratified.

RESOLVED: That, after giving effect to the resolutions stated above, the following persons constitute the only officers of the Companies, holding the offices set forth opposite their respective names:

Gary Moore	Founder and Chairman of the Board
Jeff Moore	President, Chief Acquisition Officer
Ryan Moore	Chief Executive Officer

General Authorization

- RESOLVED: That each of the Companies, and any manager or officer of each of the Companies (each, an “Authorized Officer” and, collectively, the “Authorized Officers”), as applicable, is hereby authorized to fully perform its respective obligations under the foregoing and to execute, deliver and perform any such other agreements or amendments and to engage, without limitation, in such other transactions, arrangements or activities as are reasonably related to, or incident to, or which will serve to facilitate or enhance for the benefit of each of the Companies, as applicable, the transactions contemplated by these resolutions, and to enter into such other arrangements or understandings as are necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated or implied by, this resolution and each of the foregoing resolutions; and any Authorized Officer acting together or singly is authorized from time to time, on behalf of the Companies, as applicable, to execute, acknowledge, file and deliver any agreements, certificates, modifications, notices, waivers, consents or other documents, and to take such other actions, including the payment of any fees and expenses, by his or her judgment necessary or desirable in connection with the foregoing resolutions, the taking of any such action to be conclusive evidence that the same has been authorized hereunder.
- RESOLVED: That the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents or instruments described in the foregoing resolutions shall in no manner derogate from the authority of any Authorized Officer to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions.
- RESOLVED: That all acts and things previously done by any manager, officer, employee or agent of the Companies, on or prior to the date hereof, in the name and on behalf of the Companies, in connection with the transactions contemplated by the foregoing resolutions, are in all respects ratified, approved, confirmed and adopted as acts and deeds by and on behalf of the Companies.

IN WITNESS WHEREOF, the undersigned, representing all of the members of the board of managers of ATI Holdco, have executed this Consent as of the date first written above.



Pierre LeComte



Michael Layman

Signed by:

20800DF9CBED43F...

Brian Crandall

Signed by:

D7A95F1398474AD...

Jordan Phelan

DocuSigned by:

9C820DCAE9BC43C...

Gary Moore

DocuSigned by:


C73923C5AF6447A...

Ryan Moore

IN WITNESS WHEREOF, the undersigned has executed this consent as of the date first set forth above.

ATI INTERMEDIATECO, LLC

By: ATI HoldCo, LLC, its sole member

DocuSigned by:


By: Jeff Moore


Title: President

IN WITNESS WHEREOF, the undersigned has executed this consent as of the date first set forth above.

ATI RESTORATION, LLC

By: ATI IntermediateCo, LLC, its sole member

By: ATI Holdco, LLC, its sole member

DocuSigned by:

D6631E5E135146F...

By: Jeff Moore

Title: President