



**REGULAR MEETING AGENDA**  
**EAST KERN HEALTH CARE DISTRICT BOARD OF DIRECTORS**  
**9300 N LOOP BLVD, CALIFORNIA CITY, CA 93505**

*Mission Statement: Building health, well-being, and resiliency.*

**August 2, 2022 5:00 pm (via Zoom only)**

Participate in the teleconference by clicking on the link below:

<https://us02web.zoom.us/j/87583947549?pwd=Rkd5YWQ5NkZ6YWWhCTjk4aFhpM3V2Zz09>

**Meeting ID: 875 8394 7549**

**Passcode: 999819**

If you wish to access the meeting by telephone, please dial  
1 669 900 6833 US (San Jose), enter the meeting ID, and then press # (pound).

Public comments may be made through teleconference when prompted by the Chair during the public comment period. Public comments may also be provided by emailing [eastkernhealthcaredistrict@gmail.com](mailto:eastkernhealthcaredistrict@gmail.com) in advance of or during the meeting.

Please indicate "PUBLIC COMMENTS" in the subject line.

If you have difficulty connecting to the teleconference line, please call (213) 640-9355  
or email [eastkernhealthcaredistrict@gmail.com](mailto:eastkernhealthcaredistrict@gmail.com)

**PLEDGE OF ALLEGIANCE / INVOCATION**

**CALL TO ORDER**

**ROLL CALL**

**ADOPT AGENDA**

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Action \_\_\_\_\_

**PUBLIC COMMENT**

Members of the public are welcome to address the Board on any matter not on the Agenda and over which the Board has jurisdiction. If you wish to speak, please state your name for the record, and limit your comments to three (3) minutes.

**PUBLIC PRESENTATIONS/COMMUNITY ANNOUNCEMENTS**

Social Media Consulting Firm

**CONSENT CALENDAR**

**CC1: Approve warrants**

Pages 6 - 7

- A. Approve Vendor Checks**
- B. Approve Debit Card Payments**
- C. Approve ACH Payments**

**CC2: Approval of minutes from Special board meeting 07/19/2022**

Pages 8 - 12

**CC3: CONTINUING RESOLUTION NO. 2022 - 0802**

Pages 13 - 14

**A Resolution of the Board of Directors of the East Kern Health Care District proclaiming a local emergency, ratifying the Proclamation of a State of Emergency by N-25-20, Dated March 12, 2020, and N-29-20, Dated March 17, 2020, and N-35-20 authorizing Remote Teleconference Meetings of the Legislative Bodies of the East Kern Health Care District for the period of August 1, 2022 to August 31, 2022, pursuant to Brown Act Provisions.**

**APPROVAL OF CONSENT CALENDAR**

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

**Action** \_\_\_\_\_

**FINANCIAL REPORTS**

Pages 15 - 16

- A. Bank Statements
- B. Rent Statements
- C. Deposit Detail

**APPROVAL OF FINANCIAL REPORTS**

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

**Action** \_\_\_\_\_

**CONTINUING BUSINESS**

**CB1: 9300 N LOOP RESTORATION/REMODEL/DESIGN - OUTSIDE WALKWAY, FRONT TO BACK OF BUILDING**

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

**Action** \_\_\_\_\_

**CB2: 9350 N LOOP - EXTERIOR SHADED AREA AND OUTDOOR PATIO**

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Action \_\_\_\_\_

**CB3: 8051 - 8101 BAY AVE ASBESTOS MITIGATION AND CARPET DEMOLITION**

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Action \_\_\_\_\_

**CB4: APPROVE ANNUAL ADVERTISING BUDGET FOR MOJAVE DESERT NEWS**

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Action \_\_\_\_\_

**CB5: APPROVE PROFESSIONAL SERVICES AGREEMENT FOR WRITER FOR MOJAVE DESERT NEWS ARTICLES**

Page 17

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Action \_\_\_\_\_

**NEW BUSINESS**

**NB1: N LOOP LANDSCAPING PROJECT**

Pages 18 - 19

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Action \_\_\_\_\_

**NB2: EMERGENCY RESPONSE AGREEMENT, ATI**

Pages 20 - 53

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Action \_\_\_\_\_

**NB3: INTERVIEW, PART-TIME ADMINISTRATIVE STAFF**

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Action \_\_\_\_\_

**CLOSED SESSION**

**CONFERENCE WITH LABOR NEGOTIATORS (GOVERNMENT CODE SECTION 54957.6)  
AGENCY DESIGNATED REPRESENTATIVE: ALEX LEMIEUX  
UNREPRESENTED EMPLOYEE:**

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

**Action** \_\_\_\_\_

**OPEN SESSION**

Report out from Closed Session - Alex Lemieux

**DISTRICT UPDATES**

Page 54

**PRESIDENT’S COMMENTS - Chair K. Macedonio**  
Election and Candidate Update

**AD-HOC COMMITTEE REPORTS**

**A. AD-HOC COMMITTEE FOR OFFICE AND MEETING SPACE PLANNING**

- 1) Office spare with 3 work stations for daily activities
- 2) Public meeting space
- 3) Easy access to all files and records

**B. AD-HOC COMMITTEE FOR COMMUNITY COLLABORATION FUNDING**

**STAFF UPDATES**

**BJ Lindsay - District Administrator**

**Nicole Schenk - Tech Support**

**FACILITIES REPORT - Director R. Macedonio**

Discontinue Professional Services Agreement with Sharper Landscape

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

**Action** \_\_\_\_\_

**FUTURE AGENDA ITEMS**

**DIRECTOR COMMENTS, AB 1234**

**ADJOURNMENT**

**Motion** \_\_\_\_\_ **Seconded** \_\_\_\_\_

**Action** \_\_\_\_\_

**Next Regular Meeting: 09/06/22**

**8101 Bay Ave. California City, CA (HYBRID)**

**“Pursuant to Government code section 54954.2(a), any request for a disability-related modifications or accommodation, including auxiliary aids or services, that is sought in order to participate in this agendized public meeting should be directed to the District’s office at (760) 373 - 2804 at least 48 hours prior to said meeting.”**

<b>Date and time Agenda posted:</b>	Website	7/29	6:30 pm	N Schenk
	Bay Ave	7/30	9:32 am	k Macedonio
	N Loop	7/30	2:45 pm	k Macedonio

<b>Agenda posted by:</b>	K. Macedonio (Bay Ave, N Loop)
	N. Schenk (website)

DATE: August 2, 2022

VENDOR PAYMENT LIST

VENDOR	MEMO LINE	AMOUNT
Aleshire & Wynder, LLP		
Barragon Construction Services		
City of California City - Water	101730.03, 8101 Bay, \$282.36 103347.01, 9300 N Loop, \$342.00	\$624.36
California Special Districts Association		
Classic Lock & Key	8/1/22, back door and power closet 9300 N Loop	\$106.00
Digitech		
Frontier		
Mobile Modular		
Mojave Desert News		
Nigro and Nigro		
Olivarez-Madruga Lemieux O'Neill		
Reliable Air Conditioning & Heating	7/15/22, 20887, 9278 N Loop, clean coils and replace filters	\$90.00
SDRMA – Workers' Comp		
SDRMA – Property/Liability		
Sharper Landscaping	8/1/2022, 6218, August	\$340.00
Senior Citizen's Association of California City		
Southern California Edison		
Southern California Gas Co	04901399107, 9300 N Loop, \$25.15 11781289696, 8100 Aspen Mall, \$14.79	\$40.04

	15796036232, 8051 Bay, \$.10	
Thugs to Bugs		
T Winn Maintenance		
The Moments Captured, LLC		
Waste Management	3886833-4808-9	\$515.91
Witts Office Furniture		
		<b>6 CHECKS, \$ 1716.31 TOTAL</b>



*East Kern*

# HEALTH CARE DISTRICT

## **SUMMARY OF PROCEEDINGS**

### **BOARD OF DIRECTORS - EAST KERN HEALTH CARE DISTRICT**

**9300 N LOOP BLVD, CALIFORNIA CITY, CA 93505**

*Mission Statement: Building health, well-being, and resiliency.*

### **Special Meeting Minutes**

**July 19, 2022 5:00pm** (Meeting held via Zoom)

Agenda posted at the following times and locations:

EKHCD.ORG: 7/16/22 8:25 PM

8101 Bay Ave: 7/17/22 7:32 am

9300 N Loop:

- 1. PLEDGE OF ALLEGIANCE / INVOCATION (Invocation not given)**
- 2. CALL TO ORDER: 5:01 PM**
- 3. ROLL CALL**

#### **DIRECTORS PRESENT:**

Director R. Macedonio

Director L. Peralta

Chair K. Macedonio

#### **DIRECTORS ABSENT:**

Director R. Foley

Director L. Patrick (Arrived at approximately 5:09 PM)

#### **STAFF PRESENT: ALL PRESENT**

Alex Lemieux - District Council

BJ Lindsay - Administration

Nicole Schenk - Tech Support

#### **PUBLIC PRESENT:**

None

- 5. PUBLIC COMMENT (00:02:15)**

None

**5. PUBLIC PRESENTATIONS (00:02:53)**

None

**4. APPROVAL OF AGENDA (00:03:02 - 00:04:30 )**

Change proposed by K. Macedonio: Ad-Hoc Committee Report to be pulled since the Committee had not met yet

**Motion to adopt the Agenda (00:03:45)**

**3-0, 2 Absent**

**R. Macedonio - L. Peralta**

**3 Ayes:**

**Director R. Macedonio, Director L. Peralta, Chair K. Macedonio**

**2 Absent: Director R. Foley, Director L. Patrick**

**CC: CONSENT CALENDAR (00:04:40 - 5:19)**

**CC1: Approval of Warrants - Vendor Checks and Debit Payments (00:04:51 - 00:05:58)**

**Pages 5 and 6 from packet 1 amended by pages 1 and 2 in packet 2**

**Pages 1 and 2 from packet 2 also amended by one additional bill of \$200.00 from T. Winn**

**Vendor Check total to approve: \$ 5,207.56 (9 checks)**

**CC2: Approval of Minutes from 07/05/22 (00:06:01 - 00:06:27)**

**CC3: Approval of Contract for BJ Lindsay (00:06:28 - 00:08:23)**

K. Macedonio remarked about an inventory of job description, and of plan for Board Clerk and General Manager tasks fully to be fully covered. Contract for BJ Lindsay to be revised.

**Motion to approve the Consent Calendar (with changes as described )(00:08:44)**

**3-0, 2 Absent**

**R. Macedonio - L. Peralta**

**3 Ayes:**

**Director R. Macedonio, Director L. Peralta, Chair K. Macedonio**

**2 Absent: Director R. Foley, Director L. Patrick**

**PUBLIC COMMENT ON CLOSED SESSION (00:09:39)**

None - A. Lemieux recommended K. Maecodnio ask for comments-there were none.

**CLOSED SESSION (00:09:57 - 00:33:40)**

**OPEN SESSION (00:33:41)**

**REPORT OUT OF CLOSED SESSION (00:33:42 - 00:34:31)**

**Report out of Closed Session - A. Lemieux:**

“The Board met with, in closed session to have a conference with real estate negotiators pursuant to Government code section 54956.8, concerning the properties at 9300 N. Loop, and 9350 N. Loop, in California City.”

“Negotiator for the District, Alex Lemieux, District Council. The other negotiating parties are West Point Physical Therapy, and Adventist Health. Their negotiations are terms and price for possible new leases, and the Board did not take any reportable action in closed session. This concludes council’s closed session report.”

**CONTINUING BUSINESS (00:34:35 - 00:34:31)**

**CB1: UPDATE AT 9300 N LOOP (00:34:40 - 00:50:24)**

**K. Macedonio gave an update re: progress of design work, onsite visit with engineers.**

**Board discussed a variety of topics related to the N. Loop Properties, as well as the status and future of Bay Ave, and future public meeting space.**

**CB2: UPDATE FOR BAY AVE PROPERTY (00:50:30 - 01:00:30)**

**K. Macedonio gave update re: Bay Ave and ATI contract**

**A. Lemieux gave information re: bidding process and recommended adopting a policy for processing them**

**CB3: PROJECT MANAGEMENT PROFESSIONAL SERVICES AGREEMENT  
(01:00:35 - (01:07:00)**

**K. Macedonio gave comments re: the two prior agreements and the details, and the new agreement which encompasses what the two prior agreements did.**

**Motion to approve the Lacson Professional Services Agreement to supersede the previous Board action on 07/05/22 (under item NB3) that was for 10 hours only, with an approval of up to 35 hours total, for the N. Loop Property (01:06:25)**

**4-0, 1 Absent**

**L. Peralta - R. Macedonio**

**4 Ayes:**

**Director R. Macedonio, Director L. Peralta, Chair K. Macedonio**

**1 Absent: Director R. Foley**

#### **CB4: ELECTION CANDIDATE REGISTRATION (01:07:02 - 01:12:43)**

K. Macedonio requested Alex Lemieux give information and summary of election requirements, processes, and filing deadlines and protocols.

A. Lemieux gave the following information re: how to file for candidacy, and stated it can be done in person or on kernvote.com

07/18/22 is the first day candidates can file

08/12/22 is the last day candidates can file

After 07/18/22, the best phone number for candidate questions is (661) 868-3590  
Department of Elections

K. Macedonio and A. Lemieux discussed some questions and details regarding the elections and candidacy filing.

#### **NEW BUSINESS - NB1 (a) and (b) PROFESSIONAL SERVICES AGREEMENT**

**(01:13:05 - 01:33:50)**

K. Macedonio remarked that the items Nb1-a and Nb1-b introduced a conflict of interest for a Director that was a family member of the person presenting a Professional Services Agreement, and after confirming with A. Lemieux that L. Peralta was required to recuse herself from discussion and voting, that she would be allowed to be present for the discussion and voting.

#### **NB1(a): APPROVAL OF ADVERTISING BUDGET FOR MOJAVE DESERT NEWS**

**(01:13:50 - 01:17:23)**

K. Macedonio remarked there was a prior Board approval for running an advertisement and a column in the Mojave Desert News.

K. Macedonio remarked the Board needed to decide how frequently they wanted to run advertisements or publish articles. K. Macedonio asked for Board input.

R. Macedonio gave comments.

#### **NB1(b): PROFESSIONAL SERVICES AGREEMENT FOR WRITER FOR MOJAVE DESERT NEWS ARTICLES**

**(01:17:23 - 01:33:50)**

The Board discussed various aspects of the these two NB1 items, and did not take action regarding NB1(b). K. Macedonio remarked that this item would be brought back to a future meeting that would include posting on Facebook as a component.

#### **DISTRICT UPDATES**

##### **PRESIDENT'S COMMENTS (01:33:56 - 01:37:15)**

K. Macedonio gave comments re: Meeting with CSDA, politics, redistricting, Taft mobile blood test unit, Urgent Care availability and construction.

**COMMITTEE REPORTS (01:37:17 - 01:53:24)**

**Ad-Hoc Committee Report: Community Collaboration Funding**

The committee discussed their meeting and shared comments with the Board.

**STAFF UPDATES (01:53:25 - 02:10:11)**

**BJ Lindsay - Administration**

Gave comments/update

**Nicole Schenk - Tech Support**

None. A set of instructions was discussed, but no staff update was given.

**FACILITIES REPORT - Director R. Macedonio**

No additional report was given.

**FUTURE AGENDA ITEMS (02:12:41 - 02:13:05)**

R. Foley - None

R. Macedonio - None

L. Patrick - None

L. Peralta - None

Chair kK. Macedonio - None

**AB 1234: DIRECTOR COMMENTS (02:13:24 - 02:14:20)**

R. Foley - None

R. Macedonio - None

L. Patrick - None

L. Peralta - None

Chair K. Macedonio - None

**ADJOURNMENT (02:14:33)**

4-0, 1 Absent

R. Macedonio - L. Peralta

4 Ayes:

Director R. Macedonio, Director L. Peralta, Chair K. Macedonio

1 Absent: Director R. Foley

Minutes adopted on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Secretary's Signature \_\_\_\_\_

President's Signature \_\_\_\_\_

RESOLUTION NO. 2022 - 0802

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE EAST KERN HEALTH CARE DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY N-25-20, DATED MARCH 12, 2020, AND N-29-20, DATED MARCH 17, 2020, AND N-35-20 AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE EAST KERN HEALTH CARE DISTRICT FOR THE PERIOD OF AUGUST 1, 2022 TO AUGUST 31, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the EAST KERN HEALTH CARE DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of EAST KERN HEALTH CARE DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act, (CA Gov. Code 54950-54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code Section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code Section 53953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code Section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present eminent risk to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, proclaiming the existence of COVID-19, increases in Kern County and the State of California; and

WHEREAS, meeting in person would present eminent risk to health and safety of attendees; and

WHEREAS, the Board of Directors does hereby find that as COVID-19 cases are on the rise in Kern County has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment,

and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of EAST KERN HEALTH CARE DISTRICT shall conduct their meetings without compliance without compliance with paragraph (3) of subdivision (b) of Government Code Section 54953, as authorized by subdivision (e) of Section 54953, and

that such legislative body shall comply with the requirements to provide the public with access to the meeting as prescribed in paragraph (2) of subdivision (e) of Section 54953; and WHEREAS, the District continues to social distance via Zoom meetings, and other means of social distancing, nevertheless allowing unlimited Zoom access to meetings to the public.

SO NOW, THEREFORE, THE BOARD OF DIRECTORS OF EAST KERN HEALTH CARE DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth are true and correct and are incorporated into the Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District and meeting in person would expose individuals to possible exposure of COVID-19 transmissions.

Section 3. Ratification of Governor’s Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of November 1, 2021

Section 4. Remote Teleconference Meetings. The Board President, Karen Macedonio and legislative bodies of EAST KERN HEALTH CARE DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings with the Government Code Section 54953 (e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier date of August 31, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code Section 54953 (e)(3) to extend the time during which the legislative bodies of EAST KERN HEALTH CARE DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of Section 54953.

PASSED AND ADOPTED by the Board of Directors of EAST KERN HEALTH CARE DISTRICT, this 2nd day of August, 2022, by the following vote:

AYES:

NOS:

ABSENT:

ABSTAIN:

I HEREBY CERTIFY that the foregoing Resolution is the Resolution of said District as duly passed and adopted by said BOARD OF DIRECTORS on this 2nd day of August 2022.

WITNESS by hand and seal of said Board of Directors on this 2nd day of August 2022.

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Karen L. Macedonio, President

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Rubi Foley, Board Secretary

**EAST KERN HEALTH CARE DISTRICT**  
**Sales by Customer Detail**  
 July 1, 2022

Date	Transacti on Type	Num	Product/ Service	Memo/Descripti on	Qty	Sales Price	Amount	Balance
07/01/2022	Invoice	2016-1109	Rent due	2022 July Rent	1	998.00	998.00	998.00
							\$ 998.00	
07/01/2022	Invoice	2016-1108	Rent due	2022 July Rent		738.97	738.97	738.97
							\$ 738.97	
07/01/2022	Invoice	2016-1112	Rent due	2022 July Rent	1	1,250.00	1,250.00	1,250.00
							\$ 1,250.00	
07/01/2022	Invoice	2016-1110	Rent due	2022 July Rent	1	1,600.00	1,600.00	1,600.00
							\$ 1,600.00	
07/01/2022	Invoice	2016-1111	Rent due	2022 July Rent	1	900.00	900.00	900.00
							\$ 900.00	
							\$ 5,486.97	

Adventist Health

Total for Adventist Health

Adventist Health- Modular Unit

Total for Adventist Health- Modular Unit

Bartz Altadonna Community Health Center

Total for Bartz Altadonna Community Health Center

T.J. Sri, M.D.

Total for T.J. Sri, M.D.

Westpoint Physical Therapy

Total for Westpoint Physical Therapy

TOTAL

Form **941 for 2022: Employer's QUARTERLY Federal Tax Return**  
 (Rev. June 2022) Department of the Treasury - Internal Revenue Service

950122  
 OMB No. 1545-0029

Employer identification number (EIN) [REDACTED]

Name (not your trade name) **East Kern Health Care District**

Trade name (if any) [REDACTED]

Address [REDACTED]

City **California City** State **CA** ZIP code **93505**

Foreign country name Foreign province/county Foreign postal code

**Report for this Quarter of 2022**  
 (Check one.)

1: January, February, March

2: April, May, June

3: July, August, September

4: October, November, December

Go to [www.irs.gov/Form941](http://www.irs.gov/Form941) for instructions and the latest information.

REV 06/30/22 OSP

CLIENT'S COPY

Read the separate instructions before you complete Form 941. Type or print within the boxes.

**Part 1: Answer these questions for this quarter.**

1	Number of employees who received wages, tips, or other compensation for the pay period including: <i>June 12</i> (Quarter 2), <i>Sept. 12</i> (Quarter 3), or <i>Dec. 12</i> (Quarter 4)	1	<input type="text" value="6"/>
2	Wages, tips, and other compensation	2	<input type="text" value="8,871.63"/>
3	Federal income tax withheld from wages, tips, and other compensation	3	<input type="text" value="245.11"/>
4	If no wages, tips, and other compensation are subject to social security or Medicare tax	<input type="checkbox"/> Check and go to line 6.	

	Column 1		Column 2	
5a	Taxable social security wages* <input type="text" value="8,871.63"/>	x 0.124 =	<input type="text" value="1,100.08"/>	*Include taxable qualified sick and family leave wages paid in this quarter of 2022 for leave taken after March 31, 2021, and before October 1, 2021, on line 5a. Use lines 5a(i) and 5a(ii) only for taxable qualified sick and family leave wages paid in this quarter of 2022 for leave taken after March 31, 2020, and before April 1, 2021.
5a	(i) Qualified sick leave wages* <input type="text"/>	x 0.062 =	<input type="text"/>	
5a	(ii) Qualified family leave wages* <input type="text"/>	x 0.062 =	<input type="text"/>	
5b	Taxable social security tips <input type="text"/>	x 0.124 =	<input type="text"/>	
5c	Taxable Medicare wages & tips <input type="text" value="8,871.63"/>	x 0.029 =	<input type="text" value="257.28"/>	
5d	Taxable wages & tips subject to Additional Medicare Tax withholding <input type="text"/>	x 0.009 =	<input type="text"/>	
5e	Total social security and Medicare taxes. Add Column 2 from lines 5a, 5a(i), 5a(ii), 5b, 5c, and 5d			5e <input type="text" value="1,357.36"/>
5f	Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions)			5f <input type="text"/>
6	Total taxes before adjustments. Add lines 3, 5e, and 5f			6 <input type="text" value="1,602.47"/>
7	Current quarter's adjustment for fractions of cents			7 <input type="text"/>
8	Current quarter's adjustment for sick pay			8 <input type="text"/>
9	Current quarter's adjustments for tips and group-term life insurance			9 <input type="text"/>
10	Total taxes after adjustments. Combine lines 6 through 9			10 <input type="text" value="1,602.47"/>
11a	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974			11a <input type="text"/>
11b	Nonrefundable portion of credit for qualified sick and family leave wages for leave taken before April 1, 2021			11b <input type="text"/>
11c	Reserved for future use			11c <input type="text"/>

FR-D

You MUST complete all three pages of Form 941 and SIGN it.

Next 16

**Proposal for the East Kern Healthcare District Board of directors.**

**EKHCD**

**Lou Peralta- writer.**

I offer for your consideration to create and publish any and all press releases, articles, notes, blips, and any type of written information about the **EKHCD** regularly. Creating at least one or more pieces of materials as needed per month.

Each item containing no less than 300 words to a maximum of 700 words will be billed to the **EKHCD**, at the discounted rate of **\$200** per article.

Items larger than 700 words will be reasonably negotiated with the **EKHCD**.

It's also possible that for certain periodicals, magazines, TV, and radio use the word count may be less than 300 words, in which case, the rate remains the same as **\$200** per article.

The **EKHCD** will then be responsible with providing the writer all the necessary information and material in order to create a formal article. This includes but is not limited to access to any information regarding the district, projects, minutes from meetings, photographs, charts, signed documents, exhibits and special information not yet released to the general public.

The **EKHCD** will have final editing before any article is released to the general public. The writer will offer two complete rewrites should they be needed at no additional cost. Payment for such service will be made to the writer upon first delivery of the product. Distribution of article(s) will be at the sole discretion and action of the **EKHCD**.

If agreed to the above, please sign and date where indicated. This agreement may be extended or rescinded with a sixty (60) day advance notice to the parties.

Thank you.

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By Lou Peralta By EKHCD

**July 19, 2022**

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Date

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Date

BID PROPOSAL & ESTIMATED COSTS LABOR/EQUIPMENT  
NORTH LOOP DOCTOR & MEDICAL FACILITIES CALIF. CITY, CA  
EAST KERN HEALTH CARE DISTRICT

I. WINN MAINT  
 TIMOTHY WINN

**JOB**

SUMMARY: INTENT TO CONSTRUCT "ZERO-SCAPE" LANDSCAPING AT NORTH LOOP MEDICAL  
& DOCTOR FACILITIES LOCATED AT THE CORNER OF NORTH LOOP & HACIENDA BLVDs. SOD  
CUTTING, REMOVAL & DISPOSAL, SPRINKLER & IRRIGATION REMOVAL & RESTRICTIONS; TREE  
STUMP GRINDING & REMOVAL; BUSH & FOLIAGE TRIMMING AROUND STRUCTURES.

EQUIPMENT	PURPOSE/USE	RENTAL COST PER DAY	ESTIMATED DAYS NEEDED	(DOLLARS) ESTIMATED COST	ALL WORK WILL BE DONE DURING NON BUSINESS HOURS (IE WEEKENDS/SAT & SUN CONSECUTIVELY IF DESIRED BY EKHC)
SOD CUTTER	PROPER SOD & GRASS REMOVAL	80.00/DAY	2 TO 4	320.00	UNTIL COMPLETED. RENTAL FEES/DEPOSITS FOR EQUIPMENT & MATERIALS WILL NEED TO BE PAID IN ADVANCE PRIOR TO PICK-UP BY EKHC. ALL RECEIPTS FOR EQUIP & MATERIALS WILL BE GIVEN TO EKHC AS REQUESTED. ALL COSTS ARE ESTIMATES ONLY EXCEPT RENTALS
TRAILER 5X9	SOD, STUMP AND TRIMMING DISPOSAL	45.00/DAY	APPROX. 10	450.00	
STUMP GRINDER	TREE STUMP GRINDING/REMOVAL	270.00/DAY	3 TO 5 DAYS	1350.00	
IRRIGATION PARTS BUBBLES, HOSE VALVES, ETC.	ROUTING RESTRICTIONS OF IRRIGATION TO BE MORE EFFICIENT & COST EFFECTIVE	APPROX. 400.00-800.00/DAY	2 TO 4 DAYS	APPROX. 800.00	
FILLER MATERIAL (DECOMPOSED GRANITE)	FILL IN COMMON AREAS AROUND TREES & TO REPLACE GRASS REMOVED.	30 PER SKIP (SKIP IS 3YARD BACK HOE BUCKET)	APPROX. 16 TO 25 SKIPS	750.00	
MISC. EXP. MATERIALS	PLASTIC BORDERS PAVERS, LANDSCAPE FELT	---	IF DESIRED	COST TO BE DETERMINED	
FUEL EXPENSES	INCLUDES P/U & RETURN OF RENTALS/EQUIP	100.00/DAY	16	1600.00	
LABOR	APPROX. 160 HOURS	50.00/HR	16	8000.00	





## Emergency Response Agreement (ERA)





Thank you for your partnership.

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ATI Restoration, LLC (ATI) is the nation's largest family-owned Disaster Recovery Services firm specializing in water, fire and smoke damage, asbestos abatement and mold removal. As a full-service restoration provider, we fully restore structures and their contents, from remediation to reconstruction. Combining the personal touch of a family-owned company and vast resources of an industry leader, ATI is committed to delivering unparalleled service. We collaborate and strategize with our partners to recommend solutions and establish order of operations and project management disciplines to get you back to business quickly.

**ATI Restoration**  
3360 E La Palma Ave  
Anaheim, CA 92806  
(800) 400-9353  
ATIrestoration.com

# Emergency Response Agreement

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This Emergency Response Agreement (the “Agreement”) is made as of \_\_\_\_\_  
\_\_\_\_\_ (the “Effective Date”), between ATI Restoration, LLC (“ATI”) and  
\_\_\_\_\_ (“Client”). ATI agrees to perform  
emergency services and property damage repair services as more specifically set forth in  
Notice(s) to Proceed (the “Work”) for Client, and Client agrees that this Agreement includes  
the terms and conditions set forth below in the Basic Provisions, General Provisions, the  
Attachments set forth below, and any Addenda attached hereto (collectively, the “Contract  
Documents”), all of which are incorporated by reference into any Notice(s) to Proceed  
subsequently executed by or performed for Client such that all the terms and conditions  
stated above shall apply to any project upon which ATI performs work for Client as directed  
by a Notice to Proceed. In the event that the parties are unable to execute a written Notice  
to Proceed, and upon receipt of oral authorization from a Client Representative, ATI shall  
commence the Work as soon as reasonably practicable, and the Client shall be bound to pay  
for said Work in accordance with the Contract Documents. Any Client Representative listed  
in the Basic Provisions below as well as representatives with apparent authority shall have  
the authority to orally request the commencement of Work. Within 72 hours of  
commencement of the Work, the parties shall execute a written Notice to Proceed. If the  
parties cannot agree upon the terms of a Notice to Proceed within 72 hours of the  
commencement of Work, ATI shall stop Work and be entitled to payment for any partial  
Work performed in compliance with the Contract Documents. The location where any Work  
is performed by ATI shall be referred to as the “Project Site”.



# Basic Provisions

**CLIENT/COMPANY:** \_\_\_\_\_

**LEGAL ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**WORK:** ATI agrees to perform the Work for Client, as directed by the Client more specifically in any Notices to Proceed received from Client.

**CLIENT REPRESENTATIVE(S):** \_\_\_\_\_

**ASSET LIST:** At the time of the execution of this Agreement, ATI will collect a list of assets from the Client (the "Asset List"). The Asset List will be attached to this Agreement as Attachment 3 and incorporated herein by reference. Client may revise the Asset List by providing thirty (30) days' prior written notice to ATI.

**NOTICE TO PROCEED:** Individual jobs shall be performed by ATI pursuant to an individual Notice to Proceed, a sample of which is attached to this Agreement as Attachment 2.

**PAYMENT:** Payment shall be made in accordance with the terms stated herein and the Payment Schedule stated in the Notice to Proceed.

**ATI:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

CA License No.: 1075543

**CLIENT:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

# General Provisions

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## 1. The Work.

**1.1. Performance.** Client acknowledges that ATI's inspection of the Project Site will be limited to an inspection of the damage existing as of the inspection date. ATI did not and will not conduct any tests or inspections of the Project Site not specifically identified in a Notice to Proceed. Any additions to the Work identified during any prebid inspection but not specifically included herein or in an approved Change Order, are not included in the scope of the Work.

### 1.2. Client's Obligations.

**(a). Access and Noninterference.** Client shall provide ATI with adequate and timely access to the Project Site so that ATI will be able to complete the Work as provided in this Agreement. Client shall not interfere with ATI's performance of the Work.

**(b). Information, Services and Documents.** Information or services under Client's control or reasonably available to Client related to the Work shall be furnished by Client to ATI with reasonable promptness to avoid delay in the orderly progress of the Work. Client acknowledges and agrees that ATI shall have the right to reasonably rely on such information in performing the Work. Client shall, upon ATI's written request, provide ATI with any information that is necessary or relevant for ATI to evaluate, give notice of or enforce mechanics' lien rights. Such information shall include a correct statement of the record legal title to the property on which the Work is being performed,

Client's interest in such property as of the date of this Agreement and, within five (5) days after any change, information concerning such change. Unless otherwise provided in this Agreement, ATI shall be furnished, free of charge, copies of such drawings, specifications and other documents (collectively, the "Plans and Specifications") as are reasonably required for execution of the Work.

## 2. Time for Performance.

**2.1. Completion Date or Contract Time.** The Work shall be started on the Start Date stated in the Notice to Proceed and be substantially completed by the either the Completion Date or Contract Time as set forth in the Notice to Proceed, subject to any authorized adjustments as provided in Section 2.2. The term "substantial completion" means the completion of all of the Work except for minor unfinished items that do not preclude Client's beneficial use and legal occupancy of the Project Site in a manner substantially the same as before the event giving rise to the need for the Work.

**2.2. Delays and Extensions of Time.** If ATI is delayed at any time in the commencement, progress or completion of the Work by (a) any act or neglect of Client, or any employee, agent or contractor (other than ATI or any subcontractor hired by ATI) of Client; (b) any changes ordered in the Work; (c) labor disputes or strikes; (d) fire, flood or other casualty; (e) unusual delay in transportation or delivery of materials; (f) energy shortages; (g) government regulation or restriction; (h) delays in obtaining any required permits or other governmental approval, (i) adverse weather conditions; (j) concealed, unknown or unusual conditions, (k) discovery of any previously undisclosed Hazardous Materials as defined in Section 7.2; (l) delays resulting from any legal proceeding; or (m) any other cause beyond ATI's reasonable control, ATI shall notify Client of the nature of such delay, the Contract Time or Completion Date shall be extended by a Change Order for such a period of time as ATI reasonably determines is necessary or appropriate, and the Contract Sum shall, to the extent required, be adjusted as provided in this Agreement.



**3. Notice of Mechanic's Lien.** Pursuant to applicable law and in order to secure payment for its services, ATI may, in its discretion, record a mechanic's lien against the property upon which ATI's work was performed equal to the cost of the materials, services, and labor provided by ATI and any of its subcontractors or materialmen.

**4. Contract Pricing and Payment.**

**4.1. Contract Pricing.** Unless otherwise agreed in writing in a specific Notice to Proceed or Change Order, all Work shall be performed on a time & materials basis at the rates provided in Attachment 1. Client shall pay the Contract Price to ATI for performance of the Work, subject to additions or deductions as provided in this Agreement. If Client files a claim to have the Work paid for by Client's insurance company, Client understands that this Agreement is solely between ATI and Client and not Client's insurance company. Client is ultimately responsible for all payments for Work performed under this Agreement. Payment to ATI is not contingent upon ATI's invoice being fully or partially approved by Client's insurance company. Client bears the risk that the insurance claim may be denied in full or in part. ATI expressly requires that all payments pertaining to the Work shall be paid directly to ATI Restoration, LLC. This requires Client to direct Client's insurance company to pay ATI directly in writing. In the event that Client's insurance company does not pay ATI directly, ATI shall also be listed as an additional payee on any claim payments pertaining to the Work.

**4.2. Agreed-Upon Rates.** By signing this Agreement, Client acknowledges receipt of Attachment 1, ATI's current Time & Materials Rates, represents that Client has reviewed the rates, and agrees to pay ATI in accordance with the rates and conditions therein. The Client further agrees that these rates are not subject to future negotiation or discount, and that ATI reserves the right to make changes to the applicable rates in subsequent Time & Materials Rate Attachments in its sole discretion.

**4.3. Single Payment.** If the Contract Price is to be paid in a single payment, ATI shall, upon substantial completion of the Work, submit an invoice to Client for the total amount due and payable hereunder. Client shall pay such invoice within ten (10) days after receipt thereof.

**4.4. Progress Payments.** If the Contract Price is to be paid in progress payments, the following shall apply:

**(a). Schedule of Values.** Before beginning the Work, ATI shall submit to Client a schedule of values allocated to various portions of the Work. This schedule shall be used as the basis for ATI's progress payment invoices.



**(b). Invoices.** Upon completion of each portion of the Work described in the schedule of values, ATI shall submit an invoice to Client for the progress payment due for that portion of the Work. Client shall pay each such invoice within ten (10) days after receipt thereof.

**(c). Final Payment.** Upon substantial completion of the Work, ATI shall submit an invoice to Client for the balance of the Contract Price due and payable hereunder. Client shall pay such invoice within ten (10) days after receipt thereof.

**4.5. Payment Dispute.** If Client has a good-faith dispute regarding the amount of the Contract Price that is due, Client shall provide to ATI a written notice of such dispute within five (5) business days of receipt of the invoice that is the subject of such dispute. Within five (5) business days of ATI's receipt of such notice of dispute from Client, an authorized representative of ATI and an authorized representative of Client shall attempt to resolve the dispute. If ATI and Client cannot resolve such dispute, the Parties agree to resolve the dispute according to the terms set forth in Section 13 herein. Notwithstanding the foregoing, Client agrees to pay any undisputed amounts owed to ATI as set forth in this Agreement. In the event that Client does not cooperate with ATI to resolve any such dispute, ATI may exercise its option to stop work as set forth in Section 5.1 below.

## **5. Failure to Pay.**

**5.1. Right to Stop Work.** If Client does not pay ATI the full amount of any undisputed payment due hereunder within seven (7) days after the date on which it is due, ATI may, upon three (3) additional days' written notice to Client, stop the Work until ATI actually receives payment of the amount due. Such Work stoppage shall be in addition to any other rights or remedies ATI may have hereunder or otherwise as a result of Client's failure to make the payment due. The Contract Price shall be increased by the amount of ATI's reasonable costs of shut down, delay and start up,

which increase shall be implemented by a Change Order. Client's failure or refusal to sign such Change Order shall not prevent or affect the Contract Price increase in question or release Client from its obligation to pay that increase.

**5.2. Interest.** Any payment due and unpaid under the Contract Documents shall bear interest from the date payment is due until the date paid in full at the highest rate then permitted by law.

## **6. Change Orders.**

**6.1. Defined.** A Change Order is an amendment to a Notice to Proceed signed by Client and ATI that authorizes a change in the Work or an adjustment in the Contract Price, the Contract Time, or the Completion Date. Client may request a Change Order for a change in the Work, but such Change Order shall not be effective or become a part of the Agreement until accepted and signed by ATI, subject to Section 6.3. ATI is entitled to a Change Order for delays encountered in the Work that are not caused by ATI or its subcontractors, for extra work actually performed as agreed to between ATI and Client prior to the finalization of a Change Order, for restarting the Work after stopping it, and for any reason stated in Section 2.2.

**6.2. Authorized Representative.** Client's Representative, or if Client's Representative is unavailable, any representative of Client with apparent authority, is authorized to process and approve Change Orders on Client's behalf. All requests for Change Orders from Client shall come from Client's Representative, and all requests for Change Orders from ATI shall be submitted to Client's Representative. ATI may rely on all decisions made by Client's Representative, and all Change Orders approved by Client's Representative are binding on Client.

**6.3. Processing Change Order Requests.** All of ATI's Change Order requests shall be handled expeditiously. If a Change Order request pertains to any portion of the Work being done in containment at the time of the request, Client shall make its decision concerning that request within twenty-four (24) hours after the request is made. Client shall make its decision concerning any other Change Order request within forty-eight (48) hours after the request is made. Client's failure to make a definitive decision concerning a Change Order request within the applicable time period may, in ATI's discretion, extend the Contract Time or Completion Date. If circumstances do not permit a formal Change Order to be executed before commencement of the portion of the Work affected thereby, Client's Representative may authorize ATI to begin that portion of the Work by delivering a written authorization to ATI. ATI may rely on any such handwritten authorization in performing the Work described therein, and Client agrees that the Contract Price shall be increased in connection with such additional Work as provided in Section

6.4. The parties shall execute a formal Change Order covering such additional Work as soon as reasonably possible; however, in no event shall either party's failure or refusal to execute such a Change Order affect ATI's right to be paid for such additional Work.

**6.4. Changes in Contract Price.** For additions to the Work authorized by a Change Order, the increase in the Contract Price shall be determined as provided in the labor, material and equipment rates and other costs specified in Attachment 1. For deletions of the Work authorized by a Change Order, the Contract Price shall be decreased by an amount equal to ATI's actual savings in cost.

**6.5. Disputes Concerning Additional Work.** If there is a dispute about whether additional Work requested by Client is within the scope of the Work or is an addition requiring a Change Order, and the estimated cost of performing the additional work is at least five percent (5%) of the original Contract Price, ATI shall not be required to begin performance of the disputed additional work until the matter is either resolved by any dispute resolution proceeding or is otherwise resolved to the mutual satisfaction of Client and ATI.



## 7. Concealed, Unknown or Unusual Conditions.

**7.1. Adjustment Required.** The Contract Price and the Contract Time or Completion Date shall be adjusted by a Change Order as provided in Section 6.3, if either (a) concealed, unknown or unusual conditions are encountered at the Project Site that vary from the conditions indicated in the Notice to Proceed; (b) concealed or unknown conditions of an unusual nature are encountered that differ materially from those ordinarily encountered and generally recognized as inherent in work of the character described in this Agreement; or (c) new or additional governmental requirements concerning or affecting the Work become effective during the Contract Time, that in ATI's reasonable judgment, make the Work more expensive, burdensome or time consuming to perform.

**7.2. Hazardous Materials.** The discovery of Hazardous Materials on the Project Site not specifically described in the Notice to Proceed or in a condition or location not specifically described in the Notice to Proceed are concealed conditions for the purpose of this Agreement. The term “Hazardous Materials” means any substances defined as or included in the definition of “hazardous substances,” “hazardous waste,” “hazardous materials,” or “toxic substances” now or hereafter regulated under any applicable federal, state or local laws or regulations now or hereafter in effect. ATI agrees to use Client’s existing vendors for the disposal of Hazardous Materials, if reasonably available.

**7.3. Inspection and Change Order Procedure.** If, through no fault of ATI, the Project site is inaccessible for inspection, ATI is entitled to and will rely on the Client’s description of conditions at any site where ATI personnel are to perform work. The party first noticing any concealed, unknown or unusual condition shall immediately give the other party notice thereof, before such condition is disturbed, if possible. The other party shall promptly inspect and investigate such condition and both parties shall endeavor to agree upon the Change Order required. If the parties cannot agree on the Change Order, ATI shall have the right, upon three (3) days’ written notice to Client, to stop the Work until the matter is either resolved by any dispute resolution proceeding or is otherwise resolved to the mutual satisfaction of the parties.

## **8. Construction Warranty.**

**8.1.** Unless applicable state law or an insurance program established by the Client’s insurance company requires a different warranty period, ATI’s warranty to Client for the Work performed under this Agreement shall be one (1) year after the date of Substantial Completion.

## **9. Insurance, Indemnification and Liability Limit.**

**9.1. Insurance.** During the Contract Time, (a) ATI shall maintain adequate commercial liability insurance covering ATI’s Work activities and workers’ compensation insurance in the amount legally required; and (b) Client shall maintain all risk insurance that insures the Project Site against the perils of fire, theft, vandalism, malicious mischief, flood and collapse and similar perils in an amount not less than the full insurable value thereof, covering (1) the structures upon and in which the Work is to be performed and (2) all Work in progress, including without limitation, the materials to be incorporated into the Work. Certificates of Insurance must show 30 days’ notice of cancellation.

## 9.2. Indemnification.

**(a). By ATI.** ATI shall indemnify and hold Client harmless from and against that portion of any claims, damages, losses or liabilities (collectively, "Claims") arising out of the negligent performance of the Work by ATI or one of ATI's subcontractors, provided that such Claim is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), or for failure to perform the Work in accordance with this Agreement. ATI's obligation to indemnify Client under this Agreement is limited to the proceeds available under ATI's insurance. ATI shall not be liable to Client for any Claim discovered by Client more than one (1) year after completion of the Work, or concerning which Client fails to notify ATI within thirty (30) days after the date of discovery.

**(b). By Client.** Client shall indemnify and hold ATI harmless from any Claims arising out of or incurred in connection with (a) any act or neglect of Client, or any employee, agent or contractor of Client or (b) any errors, inconsistencies or omissions in the Plans and Specifications.

**9.3. Liability Limit.** ATI's liability for any breach of this Agreement, and for any matters arising out of or related to the Work under this Agreement shall be limited to the amount Client agrees to pay ATI for the Work performed under the relevant Notice to Proceed.

**9.4. Damages.** Neither party to this Agreement will be liable for any consequential, special, or exemplary damages incurred by the other party that stem from this Agreement.



## 10. Mold Remediation.

**10.1. Repair of Water Damage.** If the Work involves any remediation of microbial

contamination, ATI shall not be responsible for identifying or repairing any water intrusion, leak or source of water damage. ATI strongly recommends that the source of the water intrusion be repaired by the Client before remediation begins.

**10.2. Extent of Mold Remediation Required.** Remediation area surfaces covered by the Agreement will not be entirely free of all microbial contamination. Fungal growth is found naturally both indoors and outdoors. Mold spores travel by air currents, objects, people and animals, releasing toxins through the air, and therefore may be present throughout the Project, in varying degrees of concentration. It is physically impossible for the average structure to be entirely free of fungal or mold spores. If microbial remediation is called for by the Agreement, surfaces and materials affected by microbial contamination will exhibit no visually apparent evidence of residual microbial reservoirs. Complete eradication of all potential microbial infestation cannot be guaranteed, nor can permanent remediation be assured. New microbial infestation can occur in the future, within either previously exposed or unexposed areas of the structure.

**10.3. Safety Precautions.** ATI shall comply with all safety precaution instructions of Client. However, ATI shall be under no obligation to issue safety regulations or instructions to Client, except as set forth in the Agreement.

**10.4. No Indemnity for Mold Remediation Work.** ATI shall not be obligated to indemnify Client against any loss, claims, or suits (including costs and attorneys' fees) for injuries to or death of persons, or damages to, or destruction of any property belonging to either the Client or others to the extent such injuries or death to persons, damages, or destruction of any property belonging to either the Client or others is attributable to any mold remediation Work that is performed by ATI in a reasonable manner. ATI shall not be liable for any diminution in the value of any property attributable to any clean-up, detoxification, remediation, or any other type of response action taken with regard to the microbial infestation performed pursuant to the Agreement in a reasonable manner. ATI recommends that Client obtain third party clearance testing of the location where microbial remediation Work is performed by ATI. If Client does not obtain such third party clearance testing, then Client shall indemnify and hold ATI harmless from any Claims to the extent such Claims arise from Client's failure to obtain such recommended clearance testing. In addition, if ATI is misled by any incorrect information provided by Client as to the location or extent of microbial infestation, Client shall bear all financial risks and loss associated with the correction of unforeseen conditions to the extent of ATI's justifiable and reasonable reliance.



## 11. Contents Terms and Conditions.

**11.1.** In the event that a Notice to Proceed includes contents-related Work and/or storage, it is Client's responsibility to verify applicable insurance coverage, if any, and Client will be responsible for payment of all contents-related costs regardless of coverage. In the event that Client's insurance coverage expires prior to return of the contents, it shall be Client's responsibility to make agreeable arrangements with ATI regarding the continuing storage. Payment in full for all contents-related Work and storage shall be due before Client is entitled to return of the contents, whether the contents are to be returned by ATI or picked up by Client. If storage of Client's contents continues beyond the estimated date of completion of the Project, and Client does not pay for and request return of Client's contents, Client shall be responsible for additional storage fees on a monthly basis at ATI's current rate for storage fees.

## 12. Legal Requirements.

**12.1. Permits, Fees and Notices.** ATI shall have no liability if, after its reasonable efforts, it is unable to obtain any permits, licenses, approvals or inspections. ATI shall comply with and give notices required to be given by ATI under applicable laws and regulations.

**12.2. Compliance with Laws.** ATI shall have no responsibility or liability concerning (a) any laws or regulations that become effective after completion of the Work, or (b) compliance with applicable laws and regulations by Client or its employees, agents or other contractors.

## 13. Disputes.

**13.1.** Any unresolved disputes shall be resolved in a court of the major metropolitan area closest to an ATI office located in the county and state in which the Work is performed.

## 14. Term and Termination of Agreement.

**14.1. Agreement Term.** The term of this Agreement shall begin on the Effective Date set forth in the space provided on Page 1. If no date is set forth therein, the Effective Date shall begin on the date of the last signature set forth in the Basic Provisions. The initial term shall be one (1) year from the Effective Date, and shall automatically renew for successive one (1) year terms unless either party gives the other a written notice of non-renewal no less than thirty (30) days prior to the expiration of the term then in effect. In addition to ATI's right to make changes to the applicable rates pursuant to Section 4.2, ATI reserves the right to change its rates as set forth in Attachment 1 at the end of each one (1) year term by providing 30 days' advanced written notice to Client.

**14.2. Termination for Convenience.** Either Party may terminate this Agreement for convenience at any time and without penalty by providing at least thirty (30) days' written notice to the other Party. If Client chooses to terminate this Agreement for convenience, ATI shall continue to perform any Work then in progress up to the effective date of termination and shall recover from Client payment for the portion of the Work executed and for proven loss concerning materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

**14.3. ATI's Right to Terminate.** ATI may terminate this Agreement if the Work is stopped for a period of 30 days or more through no fault of ATI or for any of the following reasons: (a) issuance of an order of a court or other public authority having jurisdiction; (b) an act of government; (c) because Client has not made a payment to ATI within the time stated in the Agreement; or (d) if Client has failed to fulfill Client's obligations under the Agreement.

**14.4. Termination Notice and Payment.** If one of the reasons for termination set forth in Section 14.3 exists, ATI may, upon three (3) business days' written notice to Client, terminate the Agreement and recover from Client payment for the portion of the Work executed and for proven loss concerning materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

## 15. Miscellaneous.

**15.1. Amendment.** Changes to this Agreement may be made only by a written amendment executed by all parties. Changes to any Work performed pursuant under this Agreement are subject to the Change Order procedure set forth in Section 6.3.

**15.2. Counterparts.** This Agreement may be signed in multiple counterparts, each of which is an original and all of which shall constitute one agreement.

**15.3. Disclaimers.** Nothing herein creates any right or remedy for the benefit of any person not a party hereto, or creates a fiduciary relationship, an agency, or partnership.

**15.4. Independent Contractor.** ATI is retained as an independent contractor and, accordingly, has sole discretion concerning scheduling, staffing, subcontractors and other matters related to the Work.

**15.5. Interpretation.** The provisions hereof shall be interpreted to give effect of their fair meaning and shall be construed as though prepared by both parties. If there is any inconsistency between this Agreement and the Plans and Specifications, or between this Agreement and any proposal attached hereto as an Addendum, this Agreement shall control and prevail.

**15.6. Severability.** The validity of any provision shall not affect the validity of any other provision. If any clause, or section of this Agreement is determined to be unenforceable, the enforceability of any other clause or section of this Agreement shall not be affected by any clause or section that is severed from this Agreement.

**15.7. Governing Law.** All interpretations are to be made in accordance with the applicable law of the state in which the Work is performed.

**15.8. Notices.** All notices required or allowed shall be in writing and shall be sent to the addresses set forth in the Basic Provisions. Notice may be delivered by personal delivery, facsimile transmission during normal business hours of the recipient, an overnight delivery service, or U.S. Mail sent certified with return receipt requested.

**15.9. Successors and Assigns.** This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns.

**15.10. Waiver.** No right or remedy will be waived unless the waiver is in writing and signed by the party claimed to have made the waiver.

**15.11. Merger.** The entire agreement of the parties is set forth herein, and all prior negotiations, documents and discussions are superseded. There are no applicable representations, warranties or terms which are not stated herein.



# A1

Attachment #1

## Time & Materials Rates

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ATI Restoration, LLC (ATI) would like to thank you for selecting us as your disaster recovery provider. ATI is the largest family-owned Restoration Contractor in the United States. We are experts in full-service restoration, environmental remediation and construction. With office locations and expert staff throughout the United States, ATI is ready to assist you on all jobs: large or small, 24 hours per day, 7 days per week, and 365 days per year.

This document and all information contained herein is the confidential property of ATI Restoration, LLC.

Client acknowledges receipt of the Time & Material rates set forth in this Attachment:

**Client Initials:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Schedule A Labor



All Divisions · Page 1 of 4

PROJECT MANAGEMENT	
CLASSIFICATION	HOURLY RATE
HEALTH & SAFETY OFFICER	\$88
PROJECT DIRECTOR	\$116
PROJECT DIRECTOR, SENIOR	\$138
PROJECT DIRECTOR, EXECUTIVE	\$159
PROJECT ESTIMATOR	\$105
PROJECT MANAGER, CONSTRUCTION	\$105
PROJECT MANAGER, RESTORATION & ENVIRONMENTAL	\$100
PROJECT MANAGER, SENIOR	\$131
PROJECT MANAGER, NATIONAL/NRS	\$138

SERVICE LABOR	
CLASSIFICATION	HOURLY RATE
GENERAL LABORER	\$50
SUPERINTENDENT	\$106
SUPERVISOR, BIOHAZARD	\$140
SUPERVISOR, HEALTHCARE/ENVIRO	\$83
SUPERVISOR, RESTORATION	\$68
SUPERVISOR, TECHNICAL	\$116
TECHNICIAN, BIOHAZARD	\$116
TECHNICIAN, HEALTHCARE/ENVIRO	\$72
TECHNICIAN, RESTORATION	\$65
TECHNICIAN, TECHNICAL SERVICES	\$89
THERMOGRAPHER / DRYING / MOISTURE MAPPING	\$69
SKILLED LABOR	\$57
DEMOLITION LABORER	\$76
EQUIPMENT OPERATOR	\$118

ADMINISTRATIVE/EXECUTIVE	
CLASSIFICATION	HOURLY RATE
ADMINISTRATIVE ASSISTANT	\$44
RESOURCE COORDINATOR	\$50
WAREHOUSE LOGISTICS MANAGER	\$79
EXECUTIVE MANAGER	\$251



# Schedule A Labor



All Divisions · Page 2 of 4

TRADE LABOR	
CLASSIFICATION	HOURLY RATE
CABINET MAKER	XACTIMATE®
CARPENTER	
DRYWALLER	
PAINTER/WALL COVERING	
CEMENT MASON/FINISHER	
ELECTRICIAN	
FENCING ERECTOR	
FLOORING INSTALLER	
HVAC MECHANIC	
INSULATION INSTALLER	
PLASTERER	
PLUMBER	
ROOFER	
STEEL FABRICATOR	
TILE SETTER	
WOOD FLOORING INSTALLER	

# Schedule A Labor



All Divisions · Page 3 of 4

CODE	DESCRIPTION
CATASTROPHE	<p>"FOR ALL CATASTROPHE JOBS, ATI WILL CHARGE A FEE TOTALING 5% OF THE TOTAL INVOICE. THIS FEE WILL ASSIST IN COVERING CORPORATE OVERSIGHT, MANAGEMENT, INCLUDING: LARGE LOSS/CAT MANAGEMENT, ADMINISTRATIVE SUPPORT, WAREHOUSING, ACCOUNTS PAYABLE AND RECEIVABLE, LEGAL FEES, THE LOGISTICS OF REROUTING VITAL COMPANY RESOURCES, AND INCREASED LABOR RATES FOR TRAVELING STAFF.</p> <p>A CATASTROPHE IS DEFINED AS FOLLOWS:                      - ANY LOCAL, REGIONAL, OR NATIONAL STATE OF EMERGENCY                      - ANY DISASTER RESULTING IN A RESPONSE FROM FEMA                      - ANY JOB FOR WHICH ATI DEPLOYS THEIR CATASTROPHE TEAM                      - ANY NON-CONSTRUCTION JOB EXCEEDING ONE MILLION DOLLARS IN VALUE"</p>
CONSTRUCTION T&M JOBS	FOR ALL CONSTRUCTION TIME AND MATERIAL PROJECTS, A 20% OVERHEAD FACTOR, PLUS A 10% PROFIT FACTOR WILL BE APPLIED TO THE ENTIRE ESTIMATE, INCLUDING: LABOR, MATERIALS, EQUIPMENT, SUBCONTRACTORS/VENDORS, EXPENSES, AND PER DIEM.
COSTS PLUS 20% PLUS 10%	SUBCONTRACTORS, VENDORS, TRAVEL, LODGING, PER DIEM, FREIGHT, TRANSPORTATION, TAXES, PERMITS AND ALL OTHER COSTS WILL BE INVOICED AT COST PLUS 20% OVERHEAD, PLUS 10% PROFIT.
EMERGENCY FEE	ALL JOBS PERFORMED AFTER NORMAL BUSINESS HOURS WILL BE CHARGED AN EMERGENCY SERVICE FEE OF \$250.00. NORMAL BUSINESS HOURS ARE MONDAY THROUGH FRIDAY 8:00 AM TO 5:00 PM.
INSURED'S EMPLOYEES	ATI WILL CHARGE \$3.50 PER PERSON PER HOUR OF SUPERVISION OF INSURED'S EMPLOYEES.
LABOR CLASSIFICATION	ALL OUTSIDE LABOR FOR THE SCOPE OF THE PROJECT WILL BE BILLED ACCORDING TO THE LABOR CLASSIFICATION AND HOURLY RATES PUBLISHED IN THIS DOCUMENT PLUS ALL APPLICABLE FEES SUCH AS PER DIEM, SMALL TOOLS, VEHICLES, LODGING, ETC. FOR OUTSIDE LABOR PROVIDED OUTSIDE OF THE RATES PUBLISHED IN THIS DOCUMENT, INVOICES FOR LABOR WILL BE SUBJECT TO A 20% OVERHEAD, PLUS A 10% PROFIT MARK-UP.
XACTIMATE®	SOME OF THE TRADE LABOR RATES SHOWN REFERENCE TO XACTIMATE®, THE ESTIMATING ECOSYSTEM AND A TRUSTED CORNERSTONE OF THE RESTORATION INDUSTRY. BY USING XACTIMATE TRADE LABOR RATES, OUR CLIENTS ARE PROVIDED WITH TRADE LABOR RATES THAT ARE CONSISTENT WITH THEIR LOCALE AND ECONOMY.
PREMIUM WAGES	WHEN WORKING IN AND AROUND HIGH COST-OF-LIVING AREAS SUCH AS WASHINGTON DC, NEW YORK, ALASKA, HAWAII, AND INTERNATIONALLY, A 25% PREMIUM WILL BE APPLIED TO ALL LABOR RATES IN ORDER TO ACCOUNT FOR INCREASED COSTS. THIS PREMIUM IS THE MINIMUM AND IS SUBJECT TO CHANGE. ANY MODIFICATIONS TO THE MULTIPLIER WILL BE SUBMITTED IN WRITING AND WILL BECOME PART OF THIS AGREEMENT.

# Schedule A Labor



All Divisions · Page 4 of 4

CODE	DESCRIPTION
PREVAILING WAGE & UNION	<p>"WORK PERFORMED UNDER A CONTRACT SUBJECT TO FEDERAL AND STATE WAGE AND HOURS LAWS, PREVAILING WAGES, AND/OR COLLECTIVE BARGAINING AGREEMENTS MAY REQUIRE NEGOTIATED CHANGES TO THE ABOVE RATES. AS PREVAILING WAGES VARY BY JURISDICTION, SUCH RATES WILL BE PROVIDED ON A CASE-BY-CASE BASIS. GENERALLY, OUR PREVAILING WAGE RATES WILL BE BASED ON THE FOLLOWING FORMULAS:</p> <p>IN-HOUSE STAFF = [BASE RATE + FRINGE RATE] X 1.94            OUTSIDE STAFF = [BASE RATE + FRINGE RATE] X 2.32</p> <p>IN NO CASE WILL THE PREVAILING WAGE BILLABLE RATE BE LESS THAN ATI'S STANDARD RATE FOR ANY PARTICULAR LABOR CLASSIFICATION."</p>
STANDARD RATE	<p>"STANDARD RATES ARE RATES THAT APPLY TO WORK PERFORMED WITHIN STANDARD BUSINESS HOURS: 8:00 AM-5:00 PM, MONDAY THROUGH FRIDAY FOR NON-GOVERNMENT ENTITIES.</p> <p>OUR RATES FOR LABOR, MATERIALS, AND EQUIPMENT DO NOT INCLUDE THE COSTS OF LOCAL AND STATE TAXES, LICENSING, OR PERMIT FEES."</p>
OVERTIME	<p>"ATI PAYS ITS EMPLOYEES IN ACCORDANCE WITH ALL APPLICABLE OVERTIME LAWS. IN ALASKA, CALIFORNIA, NEVADA, PUERTO RICO, AND THE VIRGIN ISLANDS, OVERTIME IS EARNED AFTER 8 HOURS OF WORK IN A SINGLE DAY. IN CALIFORNIA, DOUBLETIME IS EARNED AFTER 12 HOURS IN A SINGLE WORKDAY AND AFTER 8 HOURS ON SUNDAY. IN COLORADO, OVERTIME IS EARNED AFTER 12 HOURS OF WORK IN A SINGLE DAY. IN ALL OTHER STATES, AN EMPLOYEE BEGINS TO EARN OVERTIME AFTER COMPLETING 40 HOURS OF WORK IN A MONDAY THROUGH RIDAY WEEK.</p> <p>IN ALL STATES, ALL HOURS WORKED ON SATURDAY AND SUNDAY ARE CONSIDERED OVERTIME. ADDITIONALLY, ALL HOURS WORKED ARE CUMULATIVE OVER ALL JOBS. HOURS ARE BILLED TO JOBS ACCORDING TO THE EMPLOYEE'S OVERTIME ELIGIBILITY WHEN THE HOURS ARE WORKED BY THE EMPLOYEE. THESE OVERTIME BILLING RATES SHALL APPLY REGARDLESS OF HOW MANY HOURS THE EMPLOYEE HAS SPENT ON THE RELEVANT PROJECT. EXAMPLE: IF A TECH WORKS 30 HOURS ON ONE JOB AND WORKS 20 HOURS ON THE NEXT JOB, THAT SECOND JOB WILL BE BILLED FOR 10 REGULAR HOURS AND 10 OVERTIME HOURS."</p>
HOLIDAYS	<p>ATI STAFF WORKING HOLIDAYS WILL BE PAID DOUBLE TIME. ATI RECOGNIZES THE FOLLOWING NATIONAL HOLIDAYS: NEW YEAR'S EVE, NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS EVE, AND CHRISTMAS DAY. FEDERAL, STATE AND LOCAL GOVERNMENT WORK MAY REQUIRE ADDITIONAL PAID HOLIDAYS WHICH WILL ALSO BE PAID AND CHARGED DOUBLETIME.</p>
TRAVEL TIME	<p>THE HOURLY SCHEDULED LABOR RATES ARE BILLED PORTAL TO PORTAL (I.E. OFFICE TO JOBSITE OR JOBSITE TO JOBSITE) FOR ATI EMPLOYEES, VENDORS, AND SUBCONTRACTORS.</p>
TRAVEL PER DIEM	<p>FOR PROJECTS INVOLVING TRAVEL AND/OR OVERNIGHT STAYS, ATI PROVIDES PER DIEM IN ACCORDANCE WITH THE U.S. GENERAL SERVICES ADMINISTRATION'S PUBLISHED PER DIEM RATES. THESE RATES CAN BE FOUND AT <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">HTTPS://WWW.GSA.GOV/TRAVEL/PLAN-BOOK/PER-DIEM-RATES</a>. PER DIEM RATES ARE SUBJECT TO A 20% OVERHEAD FACTOR PLUS A 10% PROFIT FACTOR.</p>
WORK WEEK	<p>THE WORK WEEK WILL BEGIN ON MONDAY AND END ON SUNDAY.</p>

# Schedule B Materials



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DESCRIPTION	UOM	RATE
<b>AIR MONITORING</b>		
AIR CASSETTES 37MM LEAD	EA	\$4.30
AIR CASSETTES ASBESTOS	EA	\$3.00
<b>BLADES</b>		
BLADES 2" TILE BAR	EA	\$37.00
BLADES 3.5" TILE BAR	EA	\$41.00
BLADES 4" RAZOR SCRAPER	EA	\$7.70
BLADES 8" FLOOR SCRAPER	EA	\$34.00
BLADES 2" HYDE CARBIDE 2 EDGE	EA	\$23.00
BLADES KETT SAW DRYWALL	EA	\$30.00
BLADES CARBIDE CUTTER	EA	\$114.00
BLADES SAWZALL BI METAL	EA	\$8.80
BLADES SAWZALL WOOD	EA	\$16.00
BLADES DIAMOND PLATE EDGE 7"	EA	\$90.00
BLADES KETT SAW PLASTER	EA	\$110.00
<b>CHEMICALS</b>		
CLEANER GERMICIDAL	GL	\$58.00
CLEANER GERMICIDAL CONCENTRATE 3/121 FO	GL	\$21.00
ENCAPSULANT CLEAR	GL	\$30.00
ENCAPSULANT FUNGICIDAL	GL	\$175.00
ENCAPSULANT SMOKE/ODOR	GL	\$87.00
SEALANT SMOKE/ODOR WHITE	PL	\$656.00
SEALANT LEAD	PL	\$625.00
SEALANT LEAD	GL	\$90.00
SEALANT MOLD WHITE	PL	\$717.00
SEALANT MOLD CLEAR	PL	\$717.00
REMOVER MASTIC	GL	\$65.00
REMOVER MASTIC SOY	GL	\$63.00
REMOVER MASTIC SOY	PL	\$312.00
DISINFECTANT SHOCKWAVE	GL	\$100.00
REMOVER CARPET ADHESIVE	GL	\$38.00
DISINFECTANT QUATERNARY	GL	\$100.00
SANI 10	GL	\$31.00
DEODORIZER THERMAL FOG	GL	\$160.00
SURFACTANT	PL	\$118.00
DISINFECTANT SURFACE	GL	\$170.00

DESCRIPTION	UOM	RATE
<b>CHEMICALS (CONT.)</b>		
DISINFECTANT BOTANICAL	GL	\$100.00
SEALANT SURFACE BOTANICAL	GL	\$90.00
INSULATION REPAIR CLOTH 3 RL/ PAIL	PL	\$763.00
CLEANER BROAD SPECTRUM	PL	\$195.00
CLEANER BROAD SPECTRUM	GL	\$55.00
DEODORIZER BOTANICAL	GL	\$101.00
SEALANT SMOKE/ODOR CLEAR	PL	\$475.00
CLEANER HEAVY DUTY	GL	\$70.00
DEGREASER REGULAR OR WORKHORSE	GL	\$21.00
DEODORIZER SMOKE/ODOR	GL	\$120.00
REMOVER ADHESIVE AND MARKS	CN	\$30.00
ODOR COUNTERACTANT	GL	\$125.00
AIR NEUTRALIZER	GL	\$28.00
CLEANER OVEN/GRILL	GL	\$11.00
CLEANER CARPET EMULSIFIER	GL	\$24.00
POLISH FURNITURE	EA	\$26.00
GEL BLOCK SMALL	EA	\$26.00
GEL BLOCK LARGE	EA	\$100.00
CLEANER GLASS	CN	\$110.00
LUBRICANT GREASELESS	GL	\$125.00
LUBRICANT RUST INHIBITOR	GL	\$220.00
DEFOAMER	GL	\$44.00
DETERGENT LAUNDRY	EA	\$75.00
DETERGENT DISH	GL	\$52.00
DEODORIZER MOUNTAIN AIR	GL	\$56.00
LUBRICANT PENETRATING	CN	\$24.00
CLEANER SIMPLE GREEN	GL	\$50.00
SEALANT SOOT	PL	\$433.00
POLISH STAINLESS STEEL	CN	\$16.00
VAPORTECH MEMBRANE	EA	\$99.00
CLEANER MICRO COIL CLEANER	EA	\$90.00
CLEANER POWER COIL CLEANER	EA	\$47.00
DISINFECTANT HYDROGEN PEROXIDE 4/128 FO (COMMERCIAL)	GL	\$95.00
DISINFECTANT GERMICIDAL	GL	\$85.00

# Schedule B Materials



All Divisions • Page 2 of 5

DESCRIPTION	UOM	RATE
<b>CHEMICALS (CONT.)</b>		
ODORCIDE	GL	\$230.00
DISINFECTANT SPORICIDIN	GL	\$75.00
ENCAPSULANT HEAVY DUTY	5GL	\$364.00
REMOVER PAINT HEAVY DUTY	PL	\$750.00
REMOVER PAINT HEAVY DUTY	GL	\$175.00
REMOVER PAINT	GL	\$95.00
ENCAPSULANT WHITE	GL	\$66.00
<b>CLEANING</b>		
BRUSH UTILITY	EA	\$8.60
BRUSH NYLON TOOTHBRUSH	EA	\$5.60
BRUSH STEEL TOOTHBRUSH	EA	\$8.80
RAGS WHITE	BX	\$109.00
RAGS MIXED KNIT	BX	\$51.00
WIPES RESPIRATOR	BX	\$15.00
SAW DUST	BG	\$33.00
Q-TIPS 3" (SMALL)	BX	\$119.00
Q-TIPS 6" (LARGE)	BX	\$197.00
RAGS BAR MOP	BX	\$183.00
RAGS SURGICAL BLUE	BX	\$166.00
SCOURING PADS DOODLE BUG	EA	\$12.00
SCOURING SPONGES YELLOW & GREEN	EA	\$4.50
SMOKE/FIRE/CHEMICAL SPONGES	EA	\$7.70
STEEL WOOL FINE	EA	\$1.00
MINERAL WOOL	EA	\$43.00
BRUSH SCRUB	EA	\$10.00
WIPES SPORICIDIN	BX	\$32.00
WIPES MASK	CT	\$235.00
<b>CONTAINMENTS</b>		
ADHESIVE SPRAY	CN	\$18.00
POLY 1.5MIL 12 X 200 CLEAR	RL	\$257.00
POLY 2MIL 8' 4" X 200	RL	\$110.00
POLY 2MIL 10 X 100 CLEAR	RL	\$66.00
POLY 2MIL 20 X 200	RL	\$256.00
POLY 4MIL 4 X 100	RL	\$58.00
POLY 4MIL 10 X 100	RL	\$117.00

DESCRIPTION	UOM	RATE
<b>CONTAINMENTS (CONT.)</b>		
POLY 4MIL 10 X 100 FIRE-RESISTANT	RL	\$157.00
POLY 4MIL 12 X 100	RL	\$140.00
POLY 4MIL 20 X 100 CLEAR	RL	\$241.00
POLY 4MIL 20 X 100 FIRE-RESISTANT	RL	\$294.00
POLY 6MIL 12 X 100	RL	\$209.00
POLY 6MIL 20 X 100 CLEAR	RL	\$379.00
POLY 6MIL 20 X 100 REINFORCED FIRE-RESISTANT	RL	\$481.00
POLY 6MIL 20 X 100 REINFORCED	RL	\$548.00
POLY 6MIL 20 X 100 BLACK	RL	\$349.00
POLY 6MIL 20 X 100 AS FIRE-RESISTANT	RL	\$745.00
POLY 6MIL 20 X 100 FIRE-RESISTANT	RL	\$538.00
POLY 10MIL 20 X 100 CLEAR	RL	\$555.00
POLY 10MIL 20 X 100 FIRE-RESISTANT	RL	\$782.00
ZIPPERS FOR CONTAINMENT	EA	\$53.00
POLY 1.5MIL 20 X 200	RL	\$121.00
POLY HANGER # 4 RED	EA	\$10.00
POLY HANGER # 3 BLUE	EA	\$10.00
DISPOSABLE DECON	EA	\$435.00
POLY 6MIL 8 X 100	RL	\$93.00
POLY CLIP LOOP TWIST	EA	\$3.40
<b>CONTENTS</b>		
BOX SMALL WHITE 1.5 CUBIC FOOT	EA	\$4.90
BOX LARGE WHITE 4.5 CUBIC FOOT	EA	\$9.90
BOX LAMP	EA	\$86.00
BOX MIRROR	EA	\$10.00
BOX WARDROBE 24"	EA	\$24.00
BUBBLE WRAP ANTI STATIC SM 24 X 750	RL	\$459.00
BUBBLE WRAP SMALL 24 X 750 3/16"	RL	\$320.00
BUBBLE WRAP LARGE 24 X 250 1/2"	RL	\$123.00

# Schedule B Materials



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DESCRIPTION	UOM	RATE
<b>CONTENTS (CONT.)</b>		
BUBBLE WRAP LARGE 48 X 250	RL	\$185.00
BUBBLE WRAP CUSHION PACK 48"	RL	
FURNITURE BLOCKS	BX	\$89.00
SHRINK WRAP	RL	\$78.00
TIE WEBBING	RL	\$40.00
ZIP TIES 48"	BX	\$122.00
LABEL FRAGILE	RL	\$75.00
<b>DISPOSAL</b>		
BAG HEPA VAC 12GL	EA	\$15.00
BAGS 2MIL 30 X 40 CLEAR	RL	\$124.00
BAGS 3MIL BLACK GARBAGE	BX	\$89.00
BIOHAZARD 6 GALLON CAN	EA	\$155.00
BAGS BIOHAZARD 33 GL	RL	\$90.00
BAGS 6MIL 30 X 40 "A"	RL	\$310.00
BAGS 6MIL 30 X 40 "NON-HAZ"	RL	\$300.00
BAGS 6MIL 30 X 40 CLEAR	RL	\$310.00
BAGS 3MIL 30 X 40 CLEAR	RL	\$310.00
BAGS 6MIL 33 X 50 CLEAR	RL	\$216.00
GLOVE BAG 44 X 60 (HORIZONTAL)	EA	\$20.00
GLOVE BAG 60 X 84 (VERTICAL)	EA	\$41.00
BAG HEPA VAC 2.5 GL	EA	\$7.00
BAG HEPA VAC 5GL	EA	\$17.00
<b>FILTER</b>		
FILTER PLEATED 12 X 12 X 2	EA	\$14.00
FILTER PLEATED 12 X 12 X 1	EA	\$19.00
FILTER PLEATED 12 X 12 X 1 CARBON	EA	\$38.00
FILTER PLEATED 12 X 12 X 2 CARBON C100	EA	\$34.00
FILTER NORTH 1/2 COMBO	EA	\$29.00
FILTER PLEATED 12 X 12 X 2 CARBON C200	EA	\$30.00
FILTER NORTH 1/2 RESPIRATOR	EA	\$16.00
FILTER PAPR	EA	\$36.00
FILTER PRE 24 X 16	EA	\$3.90
FILTER PRE 24 X 24 X 1/2	EA	\$4.90
FILTER PRE 24 X 18 X 1/2	EA	\$4.60

DESCRIPTION	UOM	RATE
<b>FILTER (CONT.)</b>		
FILTER PLEATED 24 X 18	EA	\$17.00
FILTER PRE 12 X 12 X 1/2	EA	\$3.00
FILTER WIRE 24 X 24	EA	\$11.00
FILTER WIRE 24 X 18	EA	\$13.00
FILTER WIRE 12 X 12	EA	\$11.00
FILTER WIRE 24 X 16	EA	\$13.00
FILTER WIRE 16 X 16	EA	\$12.00
FILTER CHARCOAL/CARBON MEDIA	FT	\$6.90
FILTER HAKO PROTECTOR	EA	\$13.00
FILTER 5 MICRON SHOWER	EA	\$12.00
FILTER 20 MICRON SHOWER	EA	\$11.00
FILTER HEPA 12 X 12 X 12	EA	\$230.00
FILTER HEPA VAC PLEATED 15 X 15 X 6 (NITRO)	EA	\$550.00
FILTER HEPA 16 X 16 X 6	EA	\$310.00
FILTER HEPA 16 X 16 X 12	EA	\$276.00
FILTER HEPA 18 X 18 X 12	EA	\$343.00
FILTER HEPA 24 X 16 X 12	EA	\$281.00
FILTER HEPA 24 X 24 X 12	EA	\$320.00
FILTER HEPA VAC 5GL	EA	\$425.00
FILTER HEPA VAC 12GL	EA	\$500.00
FILTER CUBE 24 X 24 X 15 NIKRO	EA	\$94.00
FILTER HEPA 24 X 24 X 12 NIKRO	EA	\$599.00
FILTER PLEATED 16 X 16 X 1 CARBON	EA	\$35.00
FILTER PLEATED 16 X 16 X 2 CARBON	EA	\$38.00
FILTER PLEATED 24 X 24	EA	\$17.00
FILTER PLEATED 16 X 16 X 2	EA	\$16.00
FILTER PLEATED 16 X 24 X 2 CARBON C200	EA	\$64.00
FILTER PLEATED 16 X 24 X 2 CARBON C100	EA	\$38.00
FILTER PLEATED 24 X 24 X 1 CARBON C 200	EA	\$52.00
FILTER PLEATED 24 X 24 X 2 CARBON C 200	EA	\$58.00
FILTER NILFISK STD MICRO	EA	\$105.00

# Schedule B Materials



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DESCRIPTION	UOM	RATE
<b>FILTER (CONT.)</b>		
FILTER PLEATED CHARCOAL 24 X 24	EA	\$50.00
FILTER PLEATED 24 X 24 X 4 NIKRO	EA	\$47.00
FILTER PLEATED 16 X 20 X 2	EA	\$10.00
FILTER PLEATED 16 X 24 X 2	EA	\$10.00
FILTER PRE 16 X 16 X 1/2	EA	\$3.00
<b>HVAC</b>		
LAYFLAT 4MIL 24 X 500' AS CR 100	RL	\$600.00
FLEX DUCT 12"	RL	\$51.00
FLEX DUCT 10"	RL	\$45.00
LAYFLAT 6MIL 12 X 500'	RL	\$300.00
LAYFLAT 6MIL 18 X 500'	RL	\$410.00
LAYFLAT 6MIL 22 X 500	RL	\$450.00
LAYFLAT 6MIL 30" X 500	RL	\$588.00
HVAC MOLD MAINTAIN	EA	\$270.00
HVAC MOLD PREVENTION	BTL	\$182.00
VACUUM REPLACEMENT BRUSH HEAD	EA	\$33.00
VACUUM EXTENSION WAND 1.25"	EA	\$85.00
DUCT MASTIC	GL	\$52.00
<b>MISCELLANEOUS</b>		
LIGHT BULB HALOGEN	EA	\$9.50
POLY TUBING 4MIL 22 X 500 12" DIA	RL	\$233.00
POLY TUBING 4MIL 19.5 X 500 12" DIA	RL	\$135.00
SAND PAPER DISK	EA	\$3.10
SAND BAG .5 CU FT Filled	EA	\$13.00
ROSIN PAPER	RL	\$47.00
STORAGE DRUM 55GL METAL	EA	\$187.00
LIGHT UV BLACK LIGHT	EA	\$493.00
<b>PPE</b>		
BOOTIES SHOE COVER	PR	\$1.00
COVERALLS 20Z	EA	\$9.50
COVERALLS TYVEK	EA	\$16.00
GLASSES ANTIFOG SAFETY	PR	\$9.00
GLOVES YELLOW LATEX	PR	\$4.80

DESCRIPTION	UOM	RATE
<b>PPE (CONT.)</b>		
GLOVES PALM-COATED	PR	\$7.00
GLOVES CUT-RESISTANT	PR	\$28.00
GOGGLES SAFETY	PR	\$19.00
HEARING PROTECTION (EAR PLUGS)	PR	\$1.00
MASK N95 WITH VALVE	EA	\$9.80
MASK NUISANCE DUST	EA	\$2.00
MASK N100 WITH VALVE	EA	\$26.00
WATER BOTTLED	CS	\$25.00
GLOVES BLACK NITRILE	BX	\$44.00
GLOVES 5MIL PF	BX	\$44.00
GLOVES CHEMICAL- RESISTANT 12"	PR	\$5.10
BOOTS RUBBER	PR	\$58.00
BOOTS YELLOW HAZMAT DISPOSABLE	PR	\$15.00
COVERALLS BLUE A60	EA	\$20.00
COVERALLS YELLOW	EA	\$20.00
GLOVES 22MIL 15" HD NITRILE	PR	\$15.00
<b>SIGN</b>		
SIGN HAZARD LEAD (ENGLISH)	EA	\$2.20
SIGN HAZARD LEAD (SPANISH)	EA	\$2.20
SIGN HAZARD MOLD (ENGLISH)	EA	\$2.00
SIGN HAZARD MOLD (SPANISH)	EA	\$2.00
SIGN DANGER (ENGLISH)	EA	\$2.20
SIGN DANGER (SPANISH)	EA	\$2.20
<b>SURFACE PROTECTION</b>		
FLOOR PROTECTION REUSABLE 2 MIL	RL	\$625.00
CARPET MASK/SHIELD	RL	\$170.00
TACKY MAT REFILL	PK	\$105.00
TACKY MAT	PD	\$125.00
CORRUGATED CARDBOARD 48"	RL	\$215.00
SURFACE PROTECTION TEMPORARY 10MIL	RL	\$775.00

# Schedule B Materials



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DESCRIPTION	UOM	RATE
<b>TAPE</b>		
TAPE ASBESTOS RED DANGER	RL	\$45.00
TAPE ASBESTOS AHERA WHITE	RL	\$45.00
TAPE CAUTION YELLOW	RL	\$49.00
TAPE DANGER DO NOT ENTER	RL	\$49.00
TAPE DUCT 2"	RL	\$20.00
TAPE YELLOW POLY 2"	RL	\$257.00
TAPE WHITE POLY 2"	RL	\$15.00
TAPE CONTENTS PACKING CLEAR 2"	RL	\$8.00
TAPE PAINTERS BLUE 2"	RL	\$20.00
TAPE PAINTERS BLUE 3"	RL	\$31.00
TAPE BIOHAZARD	RL	\$33.00
TAPE CAUTION LEAD	RL	\$49.00

<b>MATERIALS NOTES</b>	
CODE	DESCRIPTION
MARKET	ATI RESERVES THE RIGHT TO ADJUST THE PRICING OF ALL MATERIALS AND CONSUMABLES BASED ON EXTREME CHANGES IN MARKET CONDITIONS BEYOND OUR CONTROL. THIS WOULD INCLUDE PRICING INCREASES FROM MARKET CONDITIONS SUCH AS CHANGES IN PRODUCT DEMANDS BASED UPON A REGIONAL, OR NATIONAL, OR INTERNATIONAL CATASTROPHES.
MATERIALS NOT ON THE RATE SHEET	UNSCHEDULED MATERIALS PURCHASED FOR THE PROJECT WILL BE BILLED AT COST PLUS 20% + 10%.
SMALL TOOLS	A 3% SMALL TOOLS CHARGE WILL BE BASED ON THE LABOR TOTAL. A LIST OF SMALL TOOLS CAN BE FOUND IN SCHEDULE D.

# Schedule C Equipment



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DESCRIPTION	CATEGORY	UOM	RATE
50' CABLING (DIESEL, ELECTRIC, OR PROPANE)	POWER	DAY	\$42
AIR COMPRESSOR - ELECTRIC LARGE (5 HP)	AIR	DAY	\$225
AIR COMPRESSOR - ELECTRIC X-LARGE (15 HP)	AIR	DAY	\$279
AIR COMPRESSOR & ACCESSORIES - X-LARGE (300-450 CFM)	AIR	DAY	\$490
AIR COMPRESSOR & ACCESSORIES - MEDIUM (10-50 CFM)	AIR	DAY	\$155
AIR COMPRESSOR & ACCESSORIES - SMALL (10 CFM)	AIR	DAY	\$93
AIR COMPRESSOR & ACCESSORIES - LARGE (90-150 CFM)	AIR	DAY	\$201
AIR MOVER	DRYING	DAY	\$30
AIR MOVER WITH WALL DRYING SYSTEM & ATTACHMENTS	DRYING	DAY	\$150
AIR SAMPLING PUMP	AIR	DAY	\$23
AIR TOOL KIT	HVAC	DAY	\$26
AIR WHIP SYSTEM	HVAC	DAY	\$125
AIR WOLF WITH HOSES & TEE VALVES	AIR	DAY	\$150
AIRLESS SPRAYER	AIR	DAY	\$215
ANTI STATIC HEEL GROUNDOR OR WRIST STRAPS	HIGH TECH	DAY	\$10
APPLIANCE DOLLY	MOVING	DAY	\$43
BLADDER / ZONE BAG	HVAC	DAY	\$241
BOBCAT SKID STEER LOADER	VEHICLE & FUEL	DAY	\$945
BORESCOPE	INSPECTION	DAY	\$214
BOX VAN - LARGE	VEHICLE & FUEL	DAY	\$567
BOX VAN - MEDIUM	VEHICLE & FUEL	DAY	\$441
BOX VAN - SMALL	VEHICLE & FUEL	DAY	\$378
CABLE RAMP COVERS	POWER	DAY	\$58.65
CARGO VAN	VEHICLE & FUEL	DAY	\$315
CARPET CLEANER - PORTABLE	CLEANER	DAY	\$82
CARPET CLEANER - TRUCK MOUNTED (FEES INCLUDED)	VEHICLE & FUEL	DAY	\$863
CART SPRAY SYSTEM	HVAC	DAY	\$110
CATASTROPHE TRAILER	VEHICLE & FUEL	DAY	\$609
CLEANING EQUIPMENT WITH HEPA	CLEANER	DAY	\$221
CUTTING KIT PNEUMATICS/NIBBLER/AIR HAMMER/CLAW RIPPER	HVAC	DAY	\$105
DECON CHAMBER - STAINLESS	CONTAINMENT	DAY	\$53
DEHUMIDIFIER - LARGE (110-159 PPD)	DRYING	DAY	\$181
DEHUMIDIFIER - MEDIUM (70-109 PPD)	DRYING	DAY	\$125
DEHUMIDIFIER - SMALL (69 PPD)	DRYING	DAY	\$100
DEHUMIDIFIER - X-LARGE (160+ PPD)	DRYING	DAY	\$275
DESICCANT DEHUMIDIFIER - LARGE (5,000 CFM)	DRYING	DAY	\$2,100
DESICCANT DEHUMIDIFIER - MEDIUM (3,000-4,000 CFM)	DRYING	DAY	\$1,313
DESICCANT DEHUMIDIFIER - SMALL (1,000 - 2,500 CFM)	DRYING	DAY	\$788

# Schedule C Equipment



All Divisions · Page 2 of 4

DESCRIPTION	CATEGORY	UOM	RATE
DESICCANT DEHUMIDIFIER - PORTABLE (<500 CFM)	DRYING	DAY	\$284
DESICCANT DEHUMIDIFIER - PORTABLE (500 - 1,000 CFM)	DRYING	DAY	\$625
DESICCANT DEHUMIDIFIER - X-LARGE (7,500 CFM)	DRYING	DAY	\$3,150
DESICCANT DEHUMIDIFIER - XX-LARGE (10,000 CFM)	DRYING	DAY	\$2,625
DESICCANT DEHUMIDIFIER - XXX-LARGE (15,000 CFM)	DRYING	DAY	\$5,250
DRY ICE BLASTING UNIT	MISCELLANEOUS	DAY	\$1,052
DUMP TRUCK	VEHICLE & FUEL	DAY	\$1,071
DUST COLLECTOR - MACHINE-POWERED	CLEANER	DAY	\$309
ELECTRICAL DISTRIBUTION PANEL - 100 AMP	POWER	DAY	\$131
ELECTRICAL DISTRIBUTION PANEL - 200 AMP	POWER	DAY	\$198
ELECTRICAL DISTRIBUTION PANEL - 300 AMP	POWER	DAY	\$289
ELECTRICAL DISTRIBUTION PANEL - 400 AMP	POWER	DAY	\$276
EXTRACTION FLOOD UNIT - PORTABLE	EXTRACTION	DAY	\$155
EXTRACTION FLOOD UNIT - TRUCK MOUNTED	EXTRACTION	DAY	\$550
FLAT BOX CART	MOVING	DAY	\$16
FLATBED MOVING WITH FORKLIFT	VEHICLE & FUEL	DAY	\$945
FLOOR BUFFER	FLOOR	DAY	\$75
FLOOR EDGER 7"	FLOOR	DAY	\$160
FLOOR GRINDER 25"	FLOOR	DAY	\$589
FLOOR SCRAPER & REMOVER - RIDE-ON	FLOOR	DAY	\$1,603
FOGGER - THERMAL	DEODORIZATION	DAY	\$110
FOGGER - ULV	DEODORIZATION	DAY	\$30
FURNITURE BLANKETS	MOVING	DAY	\$3
FURNITURE PADS	MOVING	DAY	\$9
GENERATOR - 10 KW	POWER	DAY	\$126
GENERATOR - 100 KW	POWER	DAY	\$992
GENERATOR - 150 KW	POWER	DAY	\$1,103
GENERATOR - 175 KW	POWER	DAY	\$1,323
GENERATOR - 200 KW	POWER	DAY	\$1,433
GENERATOR - 250 KW	POWER	DAY	\$1,544
GENERATOR - 30 KW	POWER	DAY	\$368
GENERATOR - 300 KW	POWER	DAY	\$1,654
GENERATOR - 400 KW	POWER	DAY	\$2,205
GENERATOR - 5 KW	POWER	DAY	\$95
GENERATOR - 50 KW	POWER	DAY	\$607
GENERATOR - 75 KW	POWER	DAY	\$756
HARD HAT	PPE	DAY	\$13
HEATER - ELECTRIC LARGE	HEATING	DAY	\$206
HEATER - ELECTRIC SMALL	HEATING	DAY	\$130

# Schedule C Equipment



All Divisions · Page 3 of 4

DESCRIPTION	CATEGORY	UOM	RATE
HEATER - FURNACE	HEATING	DAY	\$194
HEATER - PROPANE LARGE (400K BTU)	HEATING	DAY	\$84
HEATER - PROPANE SMALL	HEATING	DAY	\$62
HEPA DECON CART	CLEANER	DAY	\$420
HYDROGEN TANK	AIR	DAY	\$193
HYDROXYL	DEODORIZATION	DAY	\$200
ICRA BARRIER, PANEL	MISCELLANEOUS	DAY	\$5
ICRA BARRIER, DOOR	MISCELLANEOUS	DAY	\$7
INJECTIDRY WITH HOSES	DRYING	DAY	\$131
INJECTIDRY WITH HOSES & HEPA INTERCEPTOR	DRYING	DAY	\$147
KETT SAW	MISCELLANEOUS	DAY	\$35
LIGHT, WORKLIGHT - FLOOD LIGHT, TEMP STRING	POWER	DAY	\$19
MANOMETER	INSPECTION	DAY	\$75
MOBILE CONTAINMENT CUBES WITH HEPA	CONTAINMENT	DAY	\$505
NEGATIVE AIR MACHINE - LARGE (2,000 CFM)	AIR	DAY	\$150
NEGATIVE AIR MACHINE - MEDIUM (1,000 - 1,800 CFM)	AIR	DAY	\$128
NEGATIVE AIR MACHINE - SMALL (1,000 CFM)	AIR	DAY	\$90
NITROGEN TANK	HVAC	DAY	\$74
OZONE GENERATOR - LARGE	DEODORIZATION	DAY	\$150
OZONE GENERATOR - SMALL	DEODORIZATION	DAY	\$124
PASSENGER VAN	VEHICLE & FUEL	DAY	\$194
PERSONAL FALL PROTECTION - HARNESS & LANYARD	PPE	DAY	\$11
PERSONAL FALL PROTECTION - LIFELINES	PPE	DAY	\$141
PICKUP TRUCK	VEHICLE & FUEL	DAY	\$163
PICKUP TRUCK - HEAVY DUTY - 3/4 TON	VEHICLE & FUEL	DAY	\$215
POP UP SHOWER WITH FILTRATION	CONTAINMENT	DAY	\$125
POP UP TENT	MISCELLANEOUS	DAY	\$30
PRESSURE WASHER	CLEANER	DAY	\$211
PRESSURE WASHER - HOT	CLEANER	DAY	\$200
PUMP - SUBMERSIBLE - GAS	EXTRACTION	DAY	\$200
RESPIRATOR - 1/2 FACE	PPE	DAY	\$14
RESPIRATOR - FULL FACE	PPE	DAY	\$48
RESPIRATOR - PAPR	PPE	DAY	\$70
ROTARY BRUSH KIT	HVAC	DAY	\$129
SCAFFOLDING, ROLLING - LARGE	MISCELLANEOUS	DAY	\$136
SCAFFOLDING, ROLLING - SMALL	MISCELLANEOUS	DAY	\$49.49
SODA BLASTER UNIT - 6.5 CU	CLEANER	DAY	\$630
SPIDER BOX - WITH CABLE	POWER	DAY	\$69
SPIDER BOX CABLES - 100'	POWER	DAY	\$57

# Schedule C Equipment



All Divisions · Page 4 of 4

DESCRIPTION	CATEGORY	UOM	RATE
STAKEBED	VEHICLE & FUEL	DAY	\$819
STORAGE - CONTAINER BOX	MISCELLANEOUS	DAY	\$103
THERMAL IMAGING CAMERA	INSPECTION	DAY	\$185
THERMOHYGROMETER	INSPECTION	DAY	\$101
ULTRA VIOLET MOBILE ROOM SANITIZER LARGE	HIGH TECH	DAY	\$525
ULTRA VIOLET MOBILE ROOM SANITIZER SMALL	HIGH TECH	DAY	\$210
ULTRASONIC CLEANING MACHINE LARGE	CLEANER	DAY	\$315
ULTRASONIC CLEANING MACHINE SMALL	CLEANER	DAY	\$168
UTILITY VEHICLE, GOLF CART OR EQUIVALENT	VEHICLE & FUEL	DAY	\$163
VACUUM - BACKPACK	CLEANER	DAY	\$90
VACUUM - HEALTHCARE	CLEANER	DAY	\$93
VACUUM - HEPA - SMALL	CLEANER	DAY	\$93
VACUUM- HEPA - LARGE	CLEANER	DAY	\$125
VIDEO TOOL ROBOT	HVAC	DAY	\$368
WORKSTATION (TABLE, CHAIR, LIGHTS, ESD)	MISCELLANEOUS	DAY	\$24

EQUIPMENT NOTES	
CODE	DESCRIPTION
GAS AND MILEAGE	ATI CHARGES MILEAGE IN ACCORDANCE WITH IRS STANDARD MILEAGE RATES. MILEAGE RATES ARE SUBJECT TO A 20% OVERHEAD FACTOR PLUS A 10% PROFIT FACTOR.
WEEKLY CONVERSION	THE WEEKLY RENTAL FEE FOR EQUIPMENT IS EQUIVALENT TO 5 DAILY RENTAL FEES. ONCE EQUIPMENT IS ON RENTAL FOR 7 DAYS, THE WEEKLY RATE APPLIES.
MONTHLY CONVERSION	THE MONTHLY RENTAL FEE FOR EQUIPMENT IS EQUIVALENT TO 15 DAILY RENTAL FEES OR 3 WEEKLY RENTAL FEES. ONCE EQUIPMENT IS ON RENTAL FOR 30 DAYS, THE MONTHLY RATE APPLIES.
CONVERSION EXCEPTIONS	WEEKLY AND MONTHLY DISCOUNTS TO NOT APPLY TO VEHICLES OR STORAGE VAULTS. NO CONVERSION DISCOUNTS WILL BE APPLIED TO ANY INVOICE PAID AFTER NET 60 DAYS.
EQUIPMENT CONVERSION EXAMPLE	EXAMPLE: EQUIPMENT ON RENTAL FOR 17 DAYS WILL BE CHARGED FOR 2 WEEKS RENTAL AND 3 DAILY RENTALS. THE 2 WEEKS RENTAL CHARGES EQUATES OUT TO 10 DAILY + 3 DAILY RENTALS = 13 DAY RENTAL. IF THE INVOICE IS NOT PAID IN NET 60 DAYS, THIS EQUIPMENT WILL BE CHARGED FOR 17 DAILY RENTALS.
UNSCHEDULED EQUIPMENT PURCHASE	THE DAILY RENTAL RATE FOR UNSCHEDULED EQUIPMENT PURCHASED FOR THE PROJECT WILL BE 5% OF THE PURCHASE PRICE.

# Schedule D Small Tools



All Divisions · Page 1 of 1

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

# Addendum Fuel Surcharge



## Fuel Crisis Impact

Due to the recent and significant increases in fuel prices, a fuel surcharge will be applied to offset the surging costs associated with operations and transportation for restoration, environmental and construction projects.

## Fuel Surcharge Assessment Fee

ATI will assess a percentage charge to the overall total of each project. This charge will be clearly identified on all invoices as an additional charge to the initial project total. The assessment fee will be based on the average price of gasoline per gallon during the time the work is completed in the state in which the work is being performed. The table below outlines the assessment fee to be applied.

STATE AVERAGE \$ GAL (IN USD)	ASSESSMENT FEE %
BELOW 4.00	0%
4.00 TO 4.99	2%
5.00 TO 5.99	
6.00 TO 6.99	
7.00 TO 7.99	3%
8.00 TO 8.99	
9.00 TO 9.99	
10.00 TO 10.99	4%
11.00 TO 11.99	
12.00 TO 12.99	5%
13.00 TO 13.99	
14.00 TO 14.99	
15.00 TO 15.99	6%
16.00 AND ABOVE	

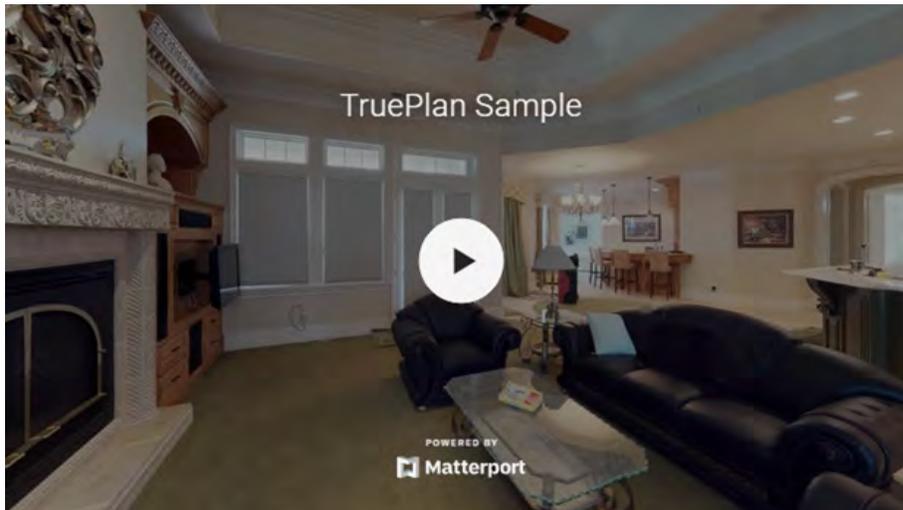
ATI Restoration, LLC reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be shared at that time.

# Addendum Digital Asset Fee Schedule



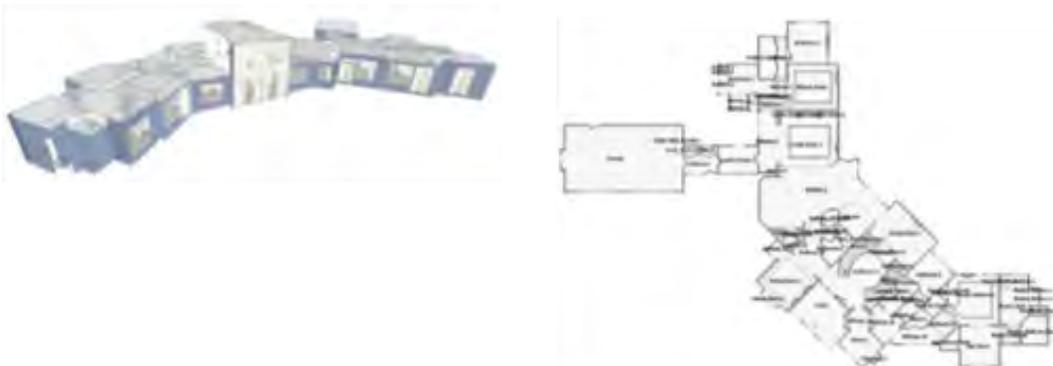
SQUARE FOOTAGE	INTERIOR 3D SCAN	TRUEPLAN
0 - 1,000	\$580	\$249
1,001 - 4,000	\$970	\$349
4,001 - 10,000	\$1,490	\$599
10,001 - 25,000	\$3,450	\$999
25,001 - 1,000,000	\$450 for each additional 1,000 sq ft of floor area	N/A

## Matterport 3D Scan Example



Website: <https://my.matterport.com/show/?m=KkiveVWSxTP>

## Matterport TruePlan Example



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## Ad Hoc Committee for office and meeting space

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Karen Macedonio <directormacedonio@ekhcd.org>

Mon, Jul 11, 2022 at 3:33 PM

To: Lamiya Patrick <directorpatrick@ekhcd.org>, Richard Macedonio <directorrichardmacedonio@ekhcd.org>, East Kern Health Care District <eastkernhealthcaredistrict@gmail.com>

Bcc: "Barbara J. Lindsay" <heariold@gmail.com>

Hi everyone,

Below is a partial list of the things that need to be addressed:

- 1) Priority - the ability of the District to function for our day-to-day activities. We need access to an office space with 3 workspaces, internet, and telephone. We need to take into account the public health criteria for social distancing.
- 2) We need to have a public meeting space
- 3) We need access to all our files and records
- 4) Potentially both N Loop and Bay Ave buildings will be under construction (interiors demolished) at the same time when we settle the insurance claims and work on the tenant improvements.

There was a question. "what is a meeting". The Admin Code says:

2-1.201 -- The President shall designate the task of each committee and appoint persons to serve on each committee.

2-1.401 -- All meetings of the Board and committees shall be open to the public.

2-1-501 (a) -- Directors shall be paid \$100 for each day's attendance at meetings of the Board or for each day's service rendered as a Director by request of the board not to exceed six in any calendar month. A Director shall not be compensated for more than one per diem per day even if more than one meeting is attended in one day.

2-1.501 (b) -- At least annually, the Board shall determine the meetings for which directors shall be compensated. Directors shall be compensated only for meetings approved by the Board.

The traditional way EKHCD has operated is to consider trainings as meetings. The way committee meetings are tracked is that written notes are included in the next agenda so that the entire Board is made aware of any committee discussion and can vote as necessary. The trainings are tracked by way of the certificates of completion provided by the training agency.

Note: Ad Hoc committees have a specific time frame to do a specific task. They are made up of two Directors and because a quorum of Directors is not present, they are not subject to the Brown Act requirements. In the event that an Ad Hoc committee becomes a Standing Committee with ongoing subject matter jurisdiction, it does become subject to the Brown Act regardless of the lack of a quorum. Staff is included in the Ad Hoc meetings to make sure notes are kept and the meetings are documented.