

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the City of Richmond, a municipal corporation and charter city ("City") and Surf to Snow Environmental Resource Management, Inc. ("Contractor"), with reference to the following facts. The parties may be referred to in this Agreement individually as "Party" and collectively as the "Parties."

RECITALS

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

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

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

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

ARTICLE I **CONSTRUCTION OF PROJECT**

Section 1.1 Contract Documents and Work Authorization.

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

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

Section 1.2 Construction.

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

Section 1.3 Protection of Monuments and Existing Improvements.

Contractor shall carefully preserve all property monuments, benchmarks, control points, utilities, and adjacent improvements. Contractor shall not disturb or remove any such markers without written consent of the City Engineer. If damaged, displaced, or destroyed due to Contractor's operations, Contractor shall, at its sole cost, have them re-established by a California licensed Land Surveyor and repair any affected improvements to the City's satisfaction.

Section 1.4 Payments.

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

Section 1.5 Discovery of Hazardous Waste or Unusual Conditions.

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

Section 1.6 Laws and Regulations.

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

Section 1.7 Inspections.

Contractor shall permit and facilitate, and shall require its subcontractors to permit and facilitate, observation and inspection of the Project by the City and by public authorities at all times for the purposes of determining compliance with this Agreement and permits issued to perform the Project. In so doing, Contractor shall provide access for testing and inspections. Contractor shall coordinate and schedule all testing and inspections required for the Project with the required advance notice as defined in the Project Specifications.

Section 1.8 Equal Opportunity.

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

Section 1.9 Working Hours.

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

Section 1.10 Insurance and Bond Requirements.

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

be initiated on the Project prior to Contractor's receipt of the City's approval of evidence of insurance coverage related to the construction of the Project.

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

Section 1.11 Security In Lieu of Retention.

- (a) The City shall retain five percent (5%) of the sum requested in each progress payment unless the Contractor elects to invoke the procedures set forth at California Public Contract Code 22300 to substitute securities to ensure performance under the contract.

1. At the request and the expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in the state as escrow agent, who shall then pay the retained funds to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.
2. Alternatively, the Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code 22300 for securities deposited by the Contractor. Upon satisfactory completion of this Agreement, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

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

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

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

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

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

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

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

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

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

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

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

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

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

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

On behalf of Owner:

On behalf of Contractor:

Title

Name

Signature

Address

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

Owner

Contractor

Title

Title

Name

Name

Signature

Signature

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

Section 1.12 Senate Bill 854 Notice Requirements.

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

Section 1.13 Job Site Notices.

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

Section 1.14 Municipal Code Chapter 2.65 Requirements.

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

Section 1.15 Final Acceptance and Start of Warranty.

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

**ARTICLE II
DEFAULT AND REMEDIES**

Section 2.1 Events of Default.

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

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

- (a) **Breach of Covenants.** Failure by Contractor or any subcontractor to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Contract Documents. The City shall give Contractor written notice of the breach and specify a time in which to cure the breach. If the Contractor cures the breach within the time specified in the notice or, if the breach cannot be cured in the time specified but the Contractor has diligently pursued measures to cure the breach and to keep the City informed of its progress, then the breach shall not constitute a default provided that the breach is cured within thirty (30) days from the date of the City's last notice and demand to cure.
- (b) **Disregard of Laws.** Disregard of laws, rules, regulations, directions or instructions of City by Contractor or any subcontractor with respect to the performance of work.
- (c) **Insolvency.** A court having jurisdiction shall have made or entered any decree or order (i) adjudging Contractor to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Contractor or seeking any arrangement for Contractor under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Contractor in bankruptcy or insolvency or for any of their properties, (iv) directing the winding up or liquidation of Contractor if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or (v) Contractor shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive.
- (d) **Suspension; Termination.** Contractor shall have voluntarily suspended its business, or shall have voluntarily or involuntarily lost or terminated one or more of the licenses required to perform the work.
- (e) **Liens on Property and the Development.** There shall be filed any claim of lien (other than liens approved in writing by the City) against the Project or the construction site or any part thereof, or any interest or right made appurtenant thereto and the continued maintenance of said claim of lien for a period of twenty (20) days without discharge or satisfaction thereof or provision therefore (including, without limitation, the posting of bonds) satisfactory to the City.

Section 2.2 Remedies.

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

- (a) **Specific Performance.** The City shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Contractor to perform its obligations and covenants under this Agreement or to enjoin acts on things which may be unlawful or in violation of the provisions of this Agreement.
- (b) **Right of Contest.** Contractor shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the City or the rights of the City hereunder.

- (c) Remedies Cumulative. No right, power, or remedy given to the City by the terms of the Contract Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against Contractor and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 2.3 Waiver of Damages.

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

**ARTICLE III
GENERAL PROVISIONS**

Section 3.1 Relationship of Parties.

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

Section 3.2 Change Orders.

- (a) Changes affecting the time of performance, unit pricing, or total contract price shall be set forth in a written Change Order that shall specify:
1. The work performed in connection with the change to be made;
 2. The amount of the adjustment to the Payment Limit, if any, and the basis for compensation for the work ordered. For any change to the scope of work that results in a Change Order, the Contractor and all lower-tier Subcontractors shall be entitled to a cumulative markup on the cost of the work for that change, which shall not exceed a total of twenty percent (20%). This markup shall cover all direct and indirect costs associated with the change, including but not limited to labor, materials, equipment, subcontractor overhead, and profit. The Contractor shall provide a detailed breakdown of all costs and markups included in the Change Order. For any deductive change orders, the same twenty percent (20%) markup percentage shall be applied to the cost reduction; and
 3. The amount of time to be adjusted in the schedule for performance, if any.
- (b) A Change Order will become effective when signed by the Department Head, or his or her representative, notwithstanding that Contractor has not signed it. A Change Order

will become effective without Contractor's signature, provided the Department Head or his or her representative so indicates by noting thereon "unilateral change order."

- (c) All changes in any plans and specification approved by any authority with jurisdiction over the Project may also require addenda or change orders approved by that authority.
- (d) Where the City requests, a performance bond rider covering the changed work must be executed and delivered to the City before proceeding with the changed work, or shortly in time thereafter.
- (e) The Public Works Director or their designee may approve Change Orders with a cumulative value up to ten percent (10%) of the value of the individual Work Authorization, rather than the master contract value.

Section 3.3 Claims By Contractor.

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

Claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in preparation, submittal, and administration of a Claim.

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

constitute a condition precedent to the submittal of a valid claim under the California Government Code. Any Government Code claims alleging disputed work must affirmatively indicate prior compliance with this Section 3.3. In accordance with Richmond Municipal Code Section 1.10.010(b), all Government Code claims must be presented no later than the 100th day after the earlier of (i) the date the City actively or passively denied the Claim, or (ii) substantial completion or termination of the contract.

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

Section 3.4 Indemnification.

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

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

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

Section 3.6 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 3.7 Conflict of Interest.

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

Section 3.8 Notices, Demands and Communications.

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

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

With copy to:

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

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

XXXX
XXXX
XXXX
Attn: XXXX

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

Section 3.9 Applicable Law.

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

Section 3.10 Parties Bound.

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

Section 3.11 Severability.

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

Section 3.12 Force Majeure.

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

Section 3.13 Waivers.

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

Section 3.14 Title of Parts and Sections.

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

Section 3.15 Entire Understanding of the Parties.

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

Section 3.16 Multiple Originals; Counterpart.

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

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

Reviewed By:

City Attorney

ATTEST:

City Clerk

CITY:

CITY OF RICHMOND, a municipal corporation and charter city

By: _____
Name: _____
Its: _____

CONTRACTOR:

Surf to Snow Environmental Resource Management, Inc.

By: _____
Name: _____
Its: _____

EXHIBIT A

PROPOSAL

Request For Proposal

On Call General Contractor Services

For the City of Richmond

Prepared By:

Surf to Snow Environmental Resource Management, Inc. (S2S)

2246 Camino Ramon

San Ramon, CA 94583

Brian Frantz, Chief Executive Officer

Phone: 925-362-3041/ Email: brian.frantz@s2serm.com and s2sbids@s2serm.com



Date: June 5, 2025

Prepared For

Attention: Wendy Wellbrock, Senior Civil Engineer

City of Richmond Department of Public Works

450 Civic Center Plaza, Richmond, CA, 94804

Phone Number: (510) 307-8108

wendy_wellbrock@ci.richmond.ca.us



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Appendices

- 1 Key Staff Resumes
- 2 Required Forms



A. COVER LETTER

June 5, 2025

Wendy Wellbrock, Senior Civil Engineer
City of Richmond Public Works Department
450 Civic Center Plaza, Richmond, CA 94804

RE: Proposal for On-Call General Contractor Services – City of Richmond

Dear Ms. Wellbrock:

Surf To Snow Environmental Resource Management Inc (S2S) is pleased to submit our proposal in response to the City of Richmond’s (City) Request for Proposals (RFP) for On-Call General Contractor Services. S2S founded in 2008, is a California Department of General Services (DGS) certified Small Business (SBE #54454), Licensed California Contractor (#1002111), and Corporation based in San Ramon, California. S2S provides full-service environmental and construction services. Our mission is to provide construction services alongside natural resources and regulatory expertise to assist our clients and partners to execute projects and succeed in their business, while protecting and managing our shared environment for today and future generations. S2S specializes in providing permitting and compliance, construction and landscaping, environmental planning, GIS and remote sensing, stormwater, and biological resources services.

S2S Company Information

Legal business name, mailing address, and telephone number

Surf To Snow Environmental Resource Management, Inc. (S2S)
2460 Camino Ramon, Suite 200
San Ramon, CA 94583
(925) 362-3041

Primary contact person

Brian Frantz, Chief Executive Officer
(925) 362-3041
brian.frantz@s2serm.com

California State Contractors License Board (CSLB)

License No.: 1002111 (Class A)
Expiration Date: 3/31/2027

Department of Industrial Relations (DIR)

Registration No.: 1000024221
Expiration Date: 06/30/2025

Proposal Contents Summary

Surf to Snow Environmental Resource Management, Inc. (S2S) is a California-licensed General Engineering Contractor (Class A) and certified Small Business Enterprise (SBE) with over 17 years of experience providing general construction, environmental compliance, and emergency response services to public agencies and utilities. Headquartered in San Ramon, S2S has completed over 500 projects across



California and is known for delivering responsive, safety-focused, and compliance-driven construction services.

The S2S team includes more than 80 full-time construction managers, superintendents, certified BMP installers, equipment operators, and stormwater and safety experts. We have the in-house capacity to self-perform a wide range of tasks including:

S2S confirms that we have thoroughly reviewed the City's Request for Proposals for On-Call General Contractor Services dated May 16, 2025 and understood its elements, including the scope, submittal requirements, and contract terms.

City's Contract Template

S2S finds the City's standard construction agreement acceptable with no exceptions.

City's Nondiscrimination Requirements

S2S is committed to advancing equity and inclusion, as well as complying with the City's local ordinances. We will comply with and support the City's:

- Nondiscrimination Clauses in City Contracts Ordinance (RMC Chapter 2.28)
- Business Opportunity Ordinance (RMC Chapter 2.50)
- Local Employment Program Ordinance (RMC Chapter 2.56)
- Living Wage Ordinance (RMC Chapter 2.60)
- Ordinance Banning the Requirement to Provide Information of Prior Criminal Convictions on all Employment Applications ("Ban the Box," RMC Chapter 2.65)

Closing

Thank you for the opportunity to submit a proposal for this important project. S2S' proposal was prepared in accordance with the City's RFP for On-Call General Contractor Services dated May 16, 2025 and its associated question and answers document. Our proposal and the S2S commitments within it are binding and submitted with the full authority of the undersigned representative. We look forward to discussing the details with you further soon.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. Frantz'.

Brian Frantz, Chief Executive Officer

Surf to Snow Environmental Resource Management, Inc.

Physical Address: 2246 Camino Ramon, San Ramon, CA 94583

Mailing Address: 696 San Ramon Valley Blvd. # 368; Danville, CA 94526

Phone: 925-362-3041 **Fax:** 925-665-1603

Email: brian.frantz@s2serm.com and s2sbids@s2serm.com



B. ORGANIZATION, RELATED EXPERIENCE AND QUALIFICATIONS

S2S is a California-based, certified SBE general contractor with over 17 years of experience delivering **environmental and infrastructure construction services** to public agencies and utilities throughout the state. Our specialties include **stormwater BMP installation, erosion and sediment control, vegetation management, post-fire recovery, minor grading, fencing, and emergency response**—services that align directly with the City’s on-call general contractor needs.

Each S2S project team includes experienced project managers, field superintendents, and safety professionals with **full authority for on-site decision making and daily coordination**. Our team is structured to ensure the City receives consistent and responsive support for scheduled and emergency assignments across multiple scopes of work.

S2S’ relevant experience and qualifications are demonstrated below.

Organization Information

Year Established (under present name): 2008	Company Size:
Form of Entity: Corporation	80+ full-time staff, including construction
Headquarters/ San Francisco Bay Area Office: San Ramon, California	managers, job site superintendents, certified BMP installers, stormwater professionals, safety officers, and environmental scientists
Years in Operation: 17	

Reputation, Service Capabilities, and Quality of Work

S2S is known for high-quality construction delivery, rapid emergency mobilization, and a safety-first approach. With a track record of more than 500 completed projects in the last five years, we have earned the trust of clients, including PG&E, Caltrans, LA Metro, and the California Department of General Services. Our project teams are skilled in meeting tight schedules, managing multiple trades, and maintaining compliance with city, state, and federal regulations.

S2S’ core strengths include:

- **Trusted Partner to Public Agencies:** Proven track record with Caltrans, PG&E, municipalities and California DGS
- **Multidisciplinary Field Teams:** Construction, environmental, and compliance personnel in-house
- **On-Call Readiness:** Rapid deployment capabilities and **24/7 emergency response experience**
- **Compliance-Focused Delivery:** Experts in stormwater, stormwater pollution prevention plan (SWPPP), sensitive species protection, and California Environmental Quality Act (CEQA)
- **Client Satisfaction:** Recognized by public and utility clients for responsiveness and performance under pressure.



S2S is prepared to provide the City with on-call general contractor services that emphasize quality, safety, compliance, and public accountability. We are committed to supporting the City’s goals through responsive project execution and long-term partnership.

Emergency and Non-Emergency Construction and Repair Experience

S2S has a proven track record of delivering responsive, high-quality construction and repair services—on both an emergency and non-emergency basis—for public agencies and utility clients across California. We have longstanding relationships with PG&E, East Bay Municipal Utility District (EBMUD), Caltrans, Cal Am, LA Metro, and the California Department of Parks and Recreation, supporting a range of efforts from substation reconstruction to large-scale landscape restoration. Our standing contracts with PG&E include on-call emergency response repairs, erosion control, vegetation and debris clearing, off-hauling services, and other construction support activities. Similarly, our work with Caltrans involves fencing installation, vegetation removal, excavation, and paving, often requiring complex traffic control coordination. Our core competencies—stormwater BMP installation, erosion control, vegetation management, site restoration, and post-disaster response—demonstrate our ability to support like-sized municipalities and state agencies under urgent and compliance-driven conditions. Examples include:

- **Wildfire Emergency Response Program – CZU Lightning Complex for Pacific Gas & Electric Company (PG&E), Statewide, CA (CZU Complex, Central Coast):** S2S managed stormwater and water quality permits, erosion and sediment control BMPs, and environmental compliance at over 43 PG&E sites impacted by wildfire response activities. We provided QSD/QSP services, SWPPP development, compliance inspections, sampling, and real-time reporting. Our GIS specialists developed a database and risk-ranking tool to prioritize field interventions and monitor BMP performance. We regularly deployed within 24 hours during emergency activation. **Contract Value:** \$6.5 million. **Period of Performance:** 2020 – Present.
- **Emergency Disaster Recovery for California Department of General Services (DGS), Santa Monica, Los Angeles County, CA:** In response to major fire damage in Los Angeles, S2S coordinated the logistics and delivery of 28 semi-truck loads of BMPs—over 30,000 gravel bags—for use in sediment control and infrastructure protection. The project required expedited deployment, weekend/night coordination, and real-time communications with DGS. S2S staff were commended for reliability, responsiveness, and commitment to the emergency mission. **Contract Value:** \$273,579. **Period of Performance:** January 2025.
- **SCU Complex Fires – Emergency BMP & SWPPP Deployment for PG&E, San Francisco Bay Area and North Valley, CA:** For the 2020 fire season, S2S supported multiple PG&E operations in SCU and LNU fire zones. We deployed BMPs under SWPPP oversight, developed Post-Fire Erosion Control Plans (A-ESCP), and conducted endangered species monitoring during hazardous tree removals. Our GIS team documented site conditions and BMP performance using Avenza and Wildnote mobile applications. **Contract Value:** \$499,000.00. **Period of Performance:** Nov 2020 – Oct 2021



Key Personnel Biographies

S2S brings together a leadership team with decades of combined experience in utility, infrastructure, and environmental construction services. Below are summaries of our key personnel, each of whom will play a central role in delivering responsive, high-quality general contractor services under this contract. Full resumes are included in Appendix 1.

Brian Frantz, Owner / Chief Executive Officer

Role on Contract: Principal-in-Charge (Owner/ Chief Executive Officer)

Years in Industry: 30+ | **Years with S2S:** 12

Mr. Brian Frantz is the Owner and Chief Executive Officer of S2S. He has over **30 years of experience** in environmental construction, permitting, and compliance management for large-scale infrastructure, utility, and public works projects across California. As the **Principal-in-Charge** under this contract, Mr. Frantz will provide executive-level oversight, ensure resource availability, and support project teams in maintaining compliance, performance, and responsiveness to the City's needs.

Mr. Frantz founded S2S in 2008 and has grown the company into a recognized leader in integrated construction and environmental services. He currently manages a portfolio of over 180 active projects, including emergency response and general contracting work for PG&E, Caltrans, LA Metro, and local municipalities. His teams deliver multidisciplinary scopes, such as erosion and sediment control, stormwater BMP installation, vegetation management, site restoration, and post-fire recovery.

Previously, Mr. Frantz served in senior leadership roles at PG&E, where he directed the implementation of the Pipeline Safety Enhancement Program (PSEP) following the San Bruno pipeline incident. He was responsible for environmental permitting, construction compliance, and field monitoring across statewide linear infrastructure projects. His strategic leadership directly supported utility compliance with CEQA/National Environmental Policy Act (NEPA), SWPPP, and sensitive species protections.

Mr. Frantz holds a **California General Engineering Contractor's License (Class A, 1002111)** and has led response teams through flood events, wildfires, and storm damage emergencies. His technical acumen, regulatory knowledge, and leadership experience uniquely position him to support the City in delivering on-call general contracting services that meet urgent needs, safety expectations, and public accountability.

Key Qualifications for City's Contract:

- Licensed General Engineering Contractor (Class A)
- Direct experience with stormwater, erosion control, and restoration projects
- Strategic oversight of multidisciplinary general contracting teams
- Proven leadership in **emergency response and public infrastructure programs**
- Expertise in regulatory compliance (CEQA, SWPPP, United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), Occupational Safety and Health Administration (OSHA))
- Successful delivery of contracts for PG&E, Caltrans, LA Metro, and municipalities.



Tanner Drake, Director of Construction Operations

Role on Contract: Construction Project Manager/Safety Manager

Years in Industry: 6+ | **Years with S2S:** 2

Mr. Tanner Drake brings over six years of construction and project management experience with specialized expertise in environmental compliance, emergency response, and infrastructure restoration. As Director of Construction Operations at S2S, he currently leads field execution, safety, and project oversight across California for public agency and utility clients, including PG&E, Caltrans, La Metro, and Tesla among others.

For the City's On-Call General Contractor Services contract, Mr. Drake will serve as the **Construction Project Manager and Safety Manager**. He will be responsible for overseeing daily construction operations, supervising subcontractors and crews, and enforcing rigorous health and safety compliance in accordance with OSHA, SWPP, and City-specific standards.

Mr. Drake has led the successful execution of erosion control, vegetation management, minor grading, fencing, emergency BMP installation, and post-storm restoration work under PG&E's Gas Transmission and Emergency Response Programs. He has managed structural and utility upgrades for Tesla, and environmental compliance fieldwork for LA Metro and Caltrans. His portfolio includes projects completed in both rural and urban settings, often under emergency conditions or tight timelines.

Mr. Drake is a **Certified Construction Health and Safety Technician (CHST)** and holds certifications in **OSHA 30, First Aid/CPR, and Forklift Operation**. He is known for his proactive safety leadership and ability to coordinate complex, multidisciplinary scopes, while maintaining quality and budget control. His prior experience as Operations Manager at High 5 Builders further strengthened his capacity to manage multi-trade construction schedules, permitting, and field logistics on highly technical projects.

He brings leadership training from his tenure in the United States Marine Reserves, where he oversaw sensor system installation and team operations under pressure. In addition, Mr. Drake holds a U.S. Coast Guard 100 Ton Merchant Mariner's License, underscoring his operational discipline and ability to lead in regulated environments.

Key Qualifications for City's Contract:

- Experience managing utility, infrastructure, and environmental restoration projects statewide
- Skilled in BMP implementation, stormwater compliance, vegetation control, and grading
- Proven track record in emergency response and post-disaster mobilization
- Safety-focused leadership with CHST and OSHA certifications
- Familiar with public agency coordination and on-call service delivery
- Strong communicator and team leader with military and commercial field experience.



Michael Cipriano, Job Site Superintendent

Role on Contract: Construction Superintendent

Years in Industry: 33+ | **Years with S2S:** 2

As the Construction Superintendent at S2S, Michael Cipriano is a highly skilled and dedicated professional specializing in underground construction, utility repairs, and pipeline labor. With over 33 years of experience, Mr. Cipriano has developed a strong reputation for his expertise in grading, excavation, trench digging, maintenance, and repair, as well as the installation of complex components, such as sleeves and clock springs for damaged pipelines. His comprehensive understanding of construction processes and safety standards has been instrumental in the successful completion of numerous projects.

Mr. Cipriano's leadership skills are exemplified through his role as a foreman, where he has successfully led teams on large-scale projects, ensuring that each phase of construction was executed efficiently, safely, and within budget. His ability to manage crews, delegate tasks, and provide clear direction allows for optimal productivity, while maintaining a high level of morale among workers. He consistently focuses on minimizing project delays, streamlining workflows, and maintaining strong communication with stakeholders to ensure projects remain on schedule.

In addition to his leadership abilities, Mr. Cipriano is well-versed in implementing and enforcing safety protocols. He is proactive in identifying potential hazards and developing safety plans to mitigate risks before they arise. His dedication to maintaining a hazard-free environment has led to positive safety audits and reduced workplace incidents.

Key Qualifications for City's Contract:

- Over three decades of construction experience, including public infrastructure
- Expert in trenching, excavation, BMPs, and underground utility work
- Strong team leader and safety enforcer with foreman-level experience
- Heavy equipment operator and restoration specialist
- Experienced in field coordination and project supervision under tight timelines
- Safety-focused, with a record of minimizing delays and workplace incidents.

David Wolkenhauer, Construction Operations Manager

Role on Contract: Senior Construction Advisor / Operations Oversight

Years in Industry: 40+ | **Years with S2S:** 2+

Mr. David Wolkenhauer is a seasoned Construction Operations Manager with over 40 years of hands-on experience managing environmental restoration, infrastructure rehabilitation, and emergency response projects across California. At S2S, Mr. Wolkenhauer plays a pivotal role in overseeing construction operations, ensuring that projects are delivered safely, on time, and in full compliance with regulatory and client expectations. For the City of Richmond On-Call General Contractor Services contract, Mr. Wolkenhauer will provide operational oversight and strategic support, drawing from his deep background in environmental construction and cross-sector project delivery. His portfolio includes restoration and general contracting projects for utility companies, local municipalities, and private sector clients—often



executed under tight timelines and challenging field conditions. Mr. Wolkenhauer has managed urgent response and large-scale construction initiatives involving grading, erosion control, vegetation clearing, and infrastructure repairs. Known for his commitment to fast, reliable service, he consistently meets high client standards and has delivered same-day service solutions under emergency requests. His leadership ensures that internal crews and subcontractors are aligned, safety-compliant, and coordinated for maximum efficiency. Throughout his career, Mr. Wolkenhauer has built and maintained strong working relationships with a wide range of stakeholders, including public agencies, private developers, and regulated utilities. He is recognized for his team-oriented leadership style, technical expertise, and ability to guide multidisciplinary teams through complex project phases.

Key Qualifications for City’s Contract:

- 40+ years in construction operations and environmental restoration
- Extensive experience with emergency response and on-call service delivery
- Proven record of delivering time-sensitive projects safely and efficiently
- Strong background in site supervision, logistics, and contractor coordination
- Trusted by public and private clients for reliable, quality-driven execution
- Leadership in vegetation management, erosion control, and infrastructure repair

S2S Self-Performance Capabilities

S2S has extensive in-house capabilities and regularly self-performs a wide range of general contracting and environmental construction services. With a dedicated team of over 80 field and project professionals—including certified BMP installers, equipment operators, and licensed supervisors—S2S is equipped to deliver quality results without reliance on external crews. Our core self-performed services include:

- Landscaping Support / Revegetation
- Vegetation and Debris Removal
- Erosion and Sediment Control
- Drywall and Framing
- Temporary and Permanent Fencing
- Minor Construction and Demolition
- Painting
- Door and Fence Repairs
- Emergency and Non-Emergency Repairs
- Traffic Control.

An example includes:

- **PG&E Stormwater Compliance and BMP Installation Services, Various sites across Northern CA:** S2S served as the prime contractor and self-performed critical scopes, including erosion and sediment control BMP installation, vegetation management, hydroseeding, drain inlet protection, biological exclusion fencing, and surface restoration. Our in-house crews executed the fieldwork without subcontractor support, drawing on our certified BMP installers, stormwater compliance professionals, and equipment operators. S2S is currently serving as the prime contractor for a \$12 million multi-year, multi-site environmental services contract with PG&E. This effort involves comprehensive BMP maintenance and erosion control across PG&E’s energy



infrastructure projects throughout California. Under this contract, S2S provides rapid deployment of erosion control crews, hydroseeding services, vegetation management, and site stabilization using both temporary and permanent BMPs. These services ensure compliance with applicable National Pollutant Discharge Elimination System (NPDES) permits, SWPPP requirements, and stormwater discharge regulations. Our experienced team is responsible for scoping projects, selecting appropriate stabilization methods, and implementing BMPs under variable site conditions and permitting obligations. To address rapid response needs for PG&E, S2S has deployed an adaptive management framework across our operations and field crews. This includes cross-training staff in BMP specification and installation techniques, maintaining an inventory of common erosion control materials, and using GIS to prioritize site access and deployment strategy. Our performance under this contract demonstrates our deep familiarity with California stormwater regulations, our ability to lead MSA programs, and our capacity to manage fast-paced fieldwork and cross-agency compliance efforts at scale. **Contract Value:** \$12 million. **Period of Performance:** 2024–2026.

Experience in Single Trade Coordination

S2S has proven experience managing projects that involve supervision of one or two specialized subcontractors. An example includes:

- **Los Banos–Pacheco 70kV Transmission Idle Removal for PG&E, Merced County, CA:** The project required tight communication and scheduling with PG&E project managers and subcontractor field leads to ensure simultaneous completion at multiple sites. S2S (prime) worked with **Bancroft Construction** (sub) to revegetate and restore approximately 17 acres of idle transmission line right-of-way in Merced County. This project involved landscaping and restoration support for a 17-acre area impacted by construction activity. We applied a custom hydroseeding mix designed for erosion control and rapid establishment of native vegetation, addressing both soil stabilization and long-term growth needs. The project required extensive coordination with PG&E to ensure compliance with environmental regulations and project specifications. This work happened in phases over the course of multiple weeks, which required an S2S Superintendent to monitor Bancroft, while S2S Field Crews were working at separate locations. This coordination made constant communication a must to meet the timeline established by the PG&E project manager. **Contract Value:** \$92,955. **Period of Performance:** Oct 2024–Nov 2024
- **Henry W. COE State Park (Santa Clara County) & Fremont Peak State Park (San Benito County) For Natural Resources Agency, Department of Parks and Recreation, CA:** S2S was awarded a prime contract to deliver Americans with Disabilities Act (ADA) accessibility improvements at both Henry W. Coe State Park (Santa Clara County) and Fremont Peak State Park (San Benito County). The scope includes demolition, grading, earthwork, stormwater pollution prevention, utility installation, paving, cast-in-place concrete, and site furnishings. Key project elements involve the construction of ADA-compliant pathways, parking areas, and facilities, including the installation of a precast vault toilet building at Fremont Peak. As the prime contractor, S2S is managing all construction activities, regulatory compliance, and subcontractor coordination. We selected **El Camino General** to support key scopes of **concrete, masonry, paving, grading, and earthwork**, based on their proven reliability and past collaboration with our



team. S2S oversees quality control, safety compliance, and schedule adherence across both locations and is responsible for delivering all project milestones within the 320-day contract duration. This project exemplifies S2S’s ability to lead complex, multi-site construction efforts for state agencies and to self-perform critical scopes while ensuring high-quality outcomes and stakeholder satisfaction. **Contract Value:** \$939,828. **Period of Performance:** Apr 2025- March 2026.

- **Tesla Hanover Turnstile Installation, Tesla Inc. Palo Alto, CA:** S2S served as the prime general contractor for the installation of turnstile access systems at Tesla’s Hanover site. Work included trenching, concrete and slab modifications, fire-rated framing, drywall patching, painting, and low-voltage pathway construction. We selected Wired Right Inc. as a subcontractor to provide electrical services, including 120V/20A power installation, conduit runs, terminations, and utility hookups to support the new access systems. S2S managed all construction activities and coordinated closely with Tesla’s security and engineering teams to complete the project on time and in accordance with Tesla’s quality and safety standards. **Contract Value:** \$ 53,051.00. **Period of Performance:** March 2025 – May 2025

Subcontractor Team and Oversight Approach

To complement our in-house strengths, S2S has selected trusted subcontractors that have demonstrated their technical capability, reliability, and responsiveness in past joint projects. S2S team subcontractors include:

Subcontractor	Scope of Services
Bancroft Construction	General Construction Support
El Camino General	Concrete, Masonry, Paving, Earthwork, Grading
Wired Right Inc.	Electrical Systems and Utility Hookups

Scheduling, Billing, Accounting, Change Management, and Administrative Tasks

S2S utilizes advanced project management systems—including Deltek Vantagepoint and QuickBase—to monitor performance, schedule adherence, and budget compliance across all active contracts. These systems allow us to track deliverables, time entries, expenditures, and vendor invoices in real-time. Project Dashboards provide weekly updates on labor costs, task status, and estimated unbilled expenses. The system’s flexibility enables us to customize tracking tools to meet the specific needs of each client and contract.

Internally, S2S maintains coordination through Microsoft SharePoint and Microsoft Teams, where task-level status, staff time logs, and review workflows are shared among departments. This transparency ensures early detection of schedule deviations and allows our management team to respond proactively. Our Program, Project, and Task Leads meet regularly to review metrics, adjust staffing, and ensure deliverables are completed on time and within budget.



In addition, S2S has worked with a wide variety of public agency clients, each with distinct billing structures and administrative requirements. This has made our systems highly adaptable and responsive to changing field and contract conditions. We maintain open lines of communication with client project managers, regularly issuing photologs, schedule updates, and progress reports to keep all parties informed and aligned throughout the project lifecycle.

Oversight & Quality Control: S2S enforces strict quality control protocols with subcontractors, including:

- Master Service Agreements outlining expectations for safety, documentation, and reporting
- Daily check-ins and photographic verification of completed work
- Oversight by rotating S2S Field Crew Supervisors
- Weekly internal coordination to track performance, safety compliance, and schedule adherence.

Contract Compliance History

S2S has never been disqualified, removed, or otherwise prevented from completing the terms of previous contracts. S2S has ensured that the awarded work was completed to the specifications of our clients.



C. PROJECT EXAMPLES AND CLIENT REFERENCES

S2S is a full-service environmental and construction services firm based in San Ramon, California. Our team of over 80 professionals includes construction managers, erosion control experts, biologists, permit specialists, and GIS analysts. Since 2008, S2S has successfully completed more than 400 projects across Northern California, delivering environmental compliance, CEQA/NEPA support, stormwater BMP installation, vegetation management, and emergency response services for public sector and utility clients. Our extensive experience supporting linear infrastructure and utility corridors uniquely positions us to respond to the City’s on-call general contractor needs with proven technical capabilities, responsive field teams, and a deep understanding of regulatory and environmental requirements. Examples include:

Project 1

Customer Name	Pacific Gas and Electric Company (PG&E)
Project Name	Resource Emergency Response BMP Support BPO
Location	PG&E’s Central Valley, Sierra, North Valley, North Coast, Bay Area, and Central Coast Regions
Project Budget	\$450,000
Schedule	July 2022 – May 2024

Brief Description: This project demonstrates S2S’s experience providing site assessments by qualified personnel and timely response to requests in urgent situations during weekends across multiple locations to ensure successful environmental compliance and PG&E Customer Support.

During historic wet weather since December, PG&E activated its Emergency Operations Center (EOC) to aid power restoration in severely affected regions. S2S extended support to the EOC, covering areas from Santa Cruz to Napa County’s St. Helena. Providing regular and after-hours/weekend assistance for various EOC tasks, including establishing Laydown Yards/Base Camps, particularly when other PG&E Suppliers encountered delays or mobilization challenges. S2S’ qualified stormwater experts, assessed on-ground locations, while their Teaming Partners installed BMPs. S2S conducted inspections, prepared standardized photo logs that ensured accuracy and consistency, sharing them with PG&E. Salesforce updates were completed to manage data and photos from emergency events. This effort was directed at ensuring PG&E’s compliance with water quality regulations during emergencies, while supporting PG&E customers/landowners whose properties might be impacted by utility storm response activities leading to incidental damages like tire ruts.

General Construction Scope: This project aligns strongly with the City’s desired capabilities in:

- Emergency response and storm event mobilization
- Erosion and sediment control installation
- Minor grading and surface restoration
- Temporary staging and worksite preparation
- Environmental compliance and reporting
- Site access preparation and BMP implementation
- Response to flooding, storms, and debris impacts.



Performance: S2S completed this project **on time and on budget**, demonstrating reliability and consistency in challenging weather and logistical conditions. PG&E’s Senior Environmental Scientist for Water Quality, Jacob Callahan (CESSWI, QSP), specifically praised S2S for its responsiveness and quality of work during a March storm event in St. Helena.

“Big shoutout to your [S2S/PEI] crew for working on Sunday (through the snow) to get BMPs installed in St. Helena. Site looks great. Thanks for being so responsive on such late notice.”—Jacob Callahan (CESSWI, QSP), PG&E’s Senior Environmental Scientist for Water Quality

Client References:

- a. Firm, Owner, Business or Company Name: Pacific Gas and Electric Company (PG&E)
- b. Contract Person: Alexa La Plante
- c. Phone Number: 925-204-4111
- d. Email Address: ACLF@pge.com
- e. Project Name: Resource Emergency Response Bmp Support BPO
- f. Your Company’s Project Manager: Tanner Drake
- g. Initial Contract Value: \$450,000
- h. Final Cost of Construction: \$450,000
- i. Scheduled Completion Date: 5/31/2024
- j. Actual Completion Date: 5/31/2024

Project 2:

Customer Name	Pacific Gas and Electric Company (PG&E)
Project Name	PG&E Gas Transmission Stormwater Best Management Practice (BMP) project
Location	Various Locations throughout CA
Project Budget	\$2.5 M
Schedule	December 2022 – July 2024

Brief Description: S2S provided general contracting services under PG&E’s Gas Transmission Program, supporting stormwater compliance and site restoration at critical utility locations. The scope of work involved the installation, maintenance, and removal of erosion and sediment control Best Management Practices (BMPs), including silt fences, fiber rolls, drain inlet protection, biological exclusion fencing, rumble plates, and vegetation management. To stabilize disturbed project sites, the team performed hydroseeding, gravel and mulch application, and other surface restoration measures. The work was conducted in compliance with PG&E’s Environmental Compliance Standards, emphasizing stormwater pollution prevention, biological resource protection, and jobsite safety. S2S proactively assessed and



minimized site-specific risks, implemented required safety measures, and ensured high-quality performance through daily field monitoring, reporting, and coordination with PG&E environmental staff. This project reflects S2S’s ability to self-perform environmental restoration work and deliver emergency and non-emergency general contracting services in compliance-driven utility environments.

General Construction Scope:

- Erosion control
- Minor grading and excavation
- Vegetation management
- Storm damage and flood response
- Emergency services
- General site restoration and cleanup
- Safety and environmental compliance coordination.

Performance: S2S delivered this multi-site, multi-region contract **on budget**, and completed the project **within the extended schedule** following a client-approved change order for additional work due to an unusually severe winter season. PG&E acknowledged S2S’s responsiveness, safety performance, and field quality in formal communications and follow-up correspondence. The project was closed with no outstanding corrective actions or compliance issues.

Client References:

- a. **Firm, Owner, Business or Company Name:** Pacific Gas and Electric Company (PG&E)
- b. **Contract Person:** Tim Andrews
- c. **Phone Number:** 415-693-8212
- d. **Email Address:** txaj@pge.com
- e. **Project Name:** Stormwater BMP and Restoration BPO
- f. **Your Company’s Project Manager:** Tanner Drake
- g. **Initial Contract Value:** \$2,109,000.00
- h. **Final Cost of Construction:** \$2,109,000.00
- i. **Scheduled Completion Date:** 7/31/2024
- j. **Actual Completion Date:** 10/31/2024

Project 3

Customer Name	Tesla Inc
Project Name	Tesla Hanover Turnstile Installation:
Location	Palo Alto, CA
Project Budget	\$53,051.00
Schedule	March 2025 – May 2025

Brief Description: S2S served as the **prime general contractor** for the installation of secure facility access systems at Tesla’s Hanover site. S2S self-performed key scopes of work across multiple trades under a compressed schedule, coordinating closely with Tesla’s engineering, security, and facilities teams.



The project included installation of 120V/20A electrical power from existing infrastructure to newly installed turnstiles, with conduit and wiring completed by S2S's in-house team. S2S constructed low-voltage and data infrastructure pathways from the IDF closet to the access control points, integrating communications systems and coordinating handoff to Tesla's Security Engineering team.

Building modifications included **concrete saw cutting**, trenching, slab patching, and refinishing. S2S executed **fire-rated framing, drywall patching, and painting**, delivering a high-quality finish to match Tesla's aesthetic standards. The team managed coordination with Tesla's fire alarm vendor to integrate emergency release wiring into the fire/life safety system. Demolition included the removal of outdated electrical panels and cabling, completed with proper documentation and environmentally compliant disposal.

This project highlights S2S's precision construction capabilities, vendor coordination, and ability to deliver results under fast-tracked timelines for high-security and technology-driven environments.

General Construction Scope: This project demonstrates S2S's capabilities across multiple scopes requested in the RFP, including:

- Electrical system upgrades
- Concrete and slab work
- Interior demolition and removal of outdated equipment
- General carpentry, wall framing, and modifications
- Painting and finish restoration
- Low-voltage and conduit installation
- Emergency/fire life safety system integration.

Performance: The project was delivered **on time and on budget**, with no change orders or delays. The successful outcome reflects S2S's strength in self-performing trades, maintaining vendor coordination, and delivering clean, code-compliant work in a fast-paced environment.

Client References:

- a. Firm, Owner, Business or Company Name: Tesla Motors
- b. Contract Person: Catherine Dinh
- c. Phone Number: 650-759-4661
- d. Email Address: cadinh@tesla.com
- e. Project Name: Tesla Hanover Turnstile Installation
- f. Your Company's Project Manager: Tanner Drake
- g. Initial Contract Value: \$53,051.00
- h. Final Cost of Construction: \$53,051.00
- i. Scheduled Completion Date: 5/31/2025
- j. Actual Completion Date: 5/31/2025



D. PROPOSED APPROACH AND METHODOLOGY

S2S brings a proven approach to on-call general contractor services—grounded in responsiveness, quality control, and safety. Our team is structured to manage both scheduled and emergency projects with precision and flexibility, ensuring the City receives high-performance execution across diverse scopes of work.

Bidding

S2S has developed a deep and reliable pool of subcontractors through years of successful project delivery. We evaluate subcontractors on a case-by-case basis depending on the specific project requirements, timelines, and cost parameters. Upon notice of a task order, we initiate a structured process of requesting pricing and availability from qualified firms. Selections are based on the most feasible and cost-effective solution, while maintaining quality and schedule integrity. The subcontractors are held to the same high standards of safety, performance, and communication as our in-house team. S2S’s longstanding relationships with these subcontractors allow us to rapidly mobilize the right team for each task, whether competitive bidding is required or not.

Quality Control

Quality assurance is central to every S2S project. S2S Construction teams conduct regular inspections, internal quality audits, and site walk-throughs to ensure compliance with project specifications and regulatory standards. For projects, such as paving, restoration, or utility support, our team closely monitors construction methods to ensure durability, finish quality, and long-term performance. Our team meets twice weekly to review ongoing and upcoming projects, address field challenges, and identify areas for improvement. These meetings support a culture of accountability and allow our management staff to proactively adjust plans as needed to ensure success.

Detailed Project Scheduling

As soon as a project start date is established—whether for routine or emergency response work—S2S initiates internal coordination to ensure complete readiness. This includes confirming field personnel, mobilization needs, and material procurement. Our biweekly planning meetings serve as the foundation for tracking active projects, managing resource allocation, and forecasting future staffing or supply needs. For emergency services, our team is available 24/7 and able to deploy within hours, as demonstrated in our recent PG&E and DGS response work. This proactive scheduling approach minimizes delays and ensures adherence to project milestones.

Safety

S2S’s Director of Construction Operations, Tanner Drake, is a Certified Construction Health and Safety Technician (CHST), credentialed by the Board of Certified Safety Professionals (BCSP). His resume and CHST certificate are included in Appendix A.

Safety is S2S’s highest priority—for both our workforce and the public. We implement the necessary construction signage, barricades, and safety barriers to clearly delineate work zones and protect everyone on site. S2S maintains full compliance with personal protective equipment (PPE) requirements, regulatory



safety standards, and local guidelines. S2S actively participates in the ISN safety program, including third-party audits and benchmarking to drive continual improvement. We ensure our staff have the training, tools, and equipment needed to complete their work safely and effectively. The field personnel are required to check in daily with their Field Work Coordinator (FWC).

S2S equips field teams with cell phones featuring GPS and texting capabilities. In areas where cellular service is unavailable, SPOTX[®] satellite communication devices are used to transmit status updates and GPS location data.

S2S prepares daily Job Hazard Analyses (JHAs) and Project-Specific Safety Plans (PSSPs) for each project requiring on-site work. These documents are maintained for internal compliance and future reference.



APPENDICES

1. Resumes
2. Required Forms

APPENDIX 1

Key Personnel Resumes



Brian Frantz

Chief Executive Officer

Mr. Frantz is the Chief Executive Officer with expertise in Environmental Planning, Permitting, Biological Monitoring, Environmental/Stormwater Compliance Monitoring, Stormwater Management, and Site Restoration.

Areas of Expertise

- Environmental Analysis, Permitting, Monitoring
- Environmental Compliance
- CEQA/NEPA
- Water Quality and Stormwater Management
- Gas and Electric Transmission/Distribution Project Planning and Implementation
- FERC Hydroelectric Project License Implementation

Formal Education

- MDE, University of California, Los Angeles, Anderson School of Management, 2014
- M.S., Marine Science/Chemical Oceanography, CSU, Moss Landing Marine Laboratory, CA 1999
- B.A. Integrative Biology (Marine Emphasis), University of California, Berkeley, 1995

Prior Professional Experience

- Land and Environmental Management | *PG&E* – CA 2007-2013
- Environmental PM | *ENTRIX Inc.* – Walnut Creek 2006-2007
- Technical and Environmental Services/Hydroelectric Licensing | *PG&E* – CA 2002-2006
- Lab Manager | *Lawrence Livermore National Laboratory* – CA 1994-2002

Awards/Certifications

- State of California, General A Contractors License #1002111
- CEQA Basics Workshop Series 2008
- Hydro Project Relicensing: Technical and Regulatory Overview, 2005

Mr. Frantz provides overall management to a team of more than 60 individuals that have expertise in Environmental Planning/Permitting, Biology, Stormwater/Water Quality, Site Restoration, and Business Administration. Mr. Frantz has over 30 years of experience with large scale Project strategy and management for environmental assessment/analysis, permitting, and project compliance for projects throughout California, ranging from the peaks of the Sierra Nevada mountain range to the offshore environments of the San Francisco Bay and Monterey Bay.

Mr. Frantz is currently responsible for the oversight of 180 projects across 44 different clients that S2S provides environmental support on. Mr. Frantz has developed expertise in the development and implementation of strategic environmental analysis for large scale linear projects to identify project impacted resources and develop a clear path to adequately manage the resources (i.e. permitting and compliance monitoring or BMP implementation) to ensure projects are completed on schedule, on budget, and in compliance with state and federal requirements. Prior to joining the family business at S2S, Mr. Frantz was the Manager for the Pacific Gas and Electric's (PG&E) Land and Environmental team providing oversight of PG&E's Gas Transmission projects, including the development and implementation of the Pipeline Safety Enhancement Program (PSEP) following the San Bruno pipeline explosion. Mr. Frantz was responsible for a team of over 100 individuals that were responsible for all the environmental and stormwater components (i.e. permitting and compliance monitoring) associated with PG&E's Gas Transmission Program.



Select Project Experience

Environmental Waste Handling and Environmentally Related Construction Services | LA Metro (sub), 2018-Ongoing

COO responsible for overall client satisfaction and client relationship management to ensure the S2S program team is provided with management and technical support for eight projects S2S supports under this contract. Worked with Prime, TRC and LA Metro to identify technical and personnel qualifications to meet project requirements. Ensured program managers were provided with the appropriate resources (staffing availability, HR, accounting, invoicing, recruiting, contracts and subcontracts) to successfully execute the projects.

Environmental Support for Linear & Electric Utility Construction Projects | PG&E (Prime and sub) – Various Locations, 2016-Present

COO overseeing the S2S Teams on linear and electric utility construction projects. Engages with program managers weekly to ensure corporate resources are available and proactively support program needs. Program requirements include environmental planning, permitting, stormwater compliance, biological surveys and monitoring, and best management practice installation and inspections. Ensures program managers are provided with the appropriate resources (staffing availability, HR, accounting, invoicing, recruiting, contracts and subcontracts) to successfully execute the projects. Meets with Primes and project Owner to obtain feedback on performance and ensure program teams continue to meet Prime and Owner expectations for quality, safety, schedule, and technical execution.

Pipeline Replacement and WRO Program | PG&E – San Joaquin Valley 2014

The PG&E Gas Transmission Pipeline Replacement and WRO program includes several major works components, including the initial Environmental Constraints Review (ECR), identification of any resource impacts and necessary regulatory permit requirements, field verification and monitoring, and site restoration and project closure. S2S is providing staff support for project review, regulatory permitting support, biological review, pre-construction survey, and construction monitoring for approximately 60 individual segments of gas transmission pipelines that are located within PG&E's four Regional Divisions. The specific tasks for the project evaluations include a desktop ECR, identification of any impacts to resources and an evaluation for the need for any regulatory permits to construct the project (including cultural resources), biological preconstruction surveys, construction/compliance monitoring, and site restoration/closure. The regulatory permitting includes the application for a Section 1602 Streambed Alteration Agreement from the CDFW, CDFW ITP, RWQCB 401/402, USACE 404/NWP/IP, USFWS Section 7 consultation. The specific tasks being performed by S2S are as follows: (1) CDFW/PG&E San Joaquin Valley HCP MSAA Verification Request Form; (2) Application for Sec. 1602 Streambed Alteration Agreement from CDFW; (3) Application for Sec. 404 Nationwide Permit 12 (USACE) and Sec. 401 Water Quality Certification (RWQCB); (4) Prepare Project Strategy Report; (5) San Joaquin Valley O&M HCP – Pre-Activity Survey Data Collection Form; (6) PG&E Desert Biological Opinion Pre-Activity Survey Data Collection Form for Class I, II, III, and IV Maintenance Activities; (7) Pre-Construction Nesting Bird Survey; and (8) Biological Monitor/Training.



SWPPP Management and Oversight | PG&E (Prime and Sub) – Various Locations 2016- Present

For the last several years S2S has been assisting PG&E with ensuring that their Construction Storm Water Program is in compliance with the State Water Board's New Construction General Permit by providing water quality expertise related to SWPPPs and BMPs for PG&E's major Lines of Business. S2S ERM's expertise is being utilized to help PG&E become more efficient with their program processes and to streamline their stormwater program by providing quality assurance and quality control guidance. S2S ERM assists with program guidance development and trainings; expectations documents; and general review of stormwater plans and WPCDs and management of stormwater tasks. S2S ERM provides detailed technical review of PG&E construction stormwater permit documents (SWPPP, WPCDs, and erosion sediment control plans, annual reports, COIs, and NOTs) and assists with maintaining PG&E's construction stormwater database of actively permitted projects, and solicits project status updates from project team and third party consultants. In addition, S2S ERM responds to emergency project requests and/or issues that require immediate attention and ensures that the proper procedures are implemented to reach a successful conclusion while reducing the potential for NOVs.

Community Pipeline Safety Initiative | PG&E – Various Locations-2014-2016

The PG&E Community Pipeline Safety Initiative (CPSI) program includes two major work components: vegetation management and rights-of-way encroachment removal. PG&E's Rights of Way (ROW) are an important aspect of safely maintaining infrastructure. The ultimate goal of the CPSI program is to eliminate any incompatible uses from PG&E's 6,750 miles of ROW and ensure the future safety of the gas transmission system. S2S is providing staff support for biological review and regulatory permitting support for a variety of segments of gas transmission ROWs that are located within PG&E's four Regional Divisions. The specific tasks for biological resource evaluation, biological pre-construction surveys, construction monitoring, and regulatory permitting include environmental constraints review (includes desktop review) and review of any applications for Section 1602 Lake and Streambed Alteration Agreements from CDFW.

Green Valley Creek Stream Bank Restoration | City of Fairfield – Fairfield, CA 2014

During the late spring of 2014, an unmarked city water line was ruptured by a Horizontal Directional Drill (HDD) during the relocation of utilities associated with a highway widening project in Fairfield, CA, which caused bank erosion at several locations along a 175 ft section of the stream which is habitat for Steelhead Salmon and California Red Legged Frog. The break in the water pipeline caused a release of approximately 1,000,000 gallons of clean water to Green Valley Creek. This water release caused bank and slope erosion with minimal sediment depositing into the creek bed. S2S worked with the utility, the City of Fairfield, the California Department of Fish and Wildlife (CDFW), the Regional Water Quality Control Board (RWQCB), and the United State Army Core of Engineers (USACE) to design and construct a restoration project that would stabilize and restore the eroded creek bank.



Mokelumne River Water Quality/Water Temperature | PG&E (Prime and Sub) – Mokelumne River, CA 2001

The S2S team has been responsible for implementing the water quality monitoring study program for the Mokelumne River Hydroelectric Project, FERC Project No. 137 since 2008. The water quality monitoring study is required by Condition No. 11 of the FERC Project license issued on October 11, 2001 (FERC 2001). The focus of the monitoring study is to document temporal and spatial variations of water quality in Project-affected streams under operating guidelines mandated by the FERC license. As part of the FERC relicensing process for the Project, a Settlement Agreement (SA) was developed by PG&E and nine other parties representing Federal and State agencies as well as non-government organizations to resolve all streamflow issues for ecological purposes and river-based recreational use in support of the U.S. Forest Service (USFS) issuing its Final 4(e) Conditions and FERC issuing a new Project License. S2S has been responsible for the collection of the water quality samples utilizing a trace-metal clean technique, U.S. Environmental Protection Agency 1669, “Clean Hands-Dirty Hands” method to ensure the reporting of results that are accurate and applicable to the regulatory requirements of the RWQCB California Toxics Rule. The water quality monitoring results are collected each year supplement existing data and are used by the ERC and USFS to evaluate water quality in Project-affected stream reaches relative to climatic conditions, changes in streamflow regime, and reservoir operations. S2S has worked with PG&E to continually evaluate the data collected and suggest to the ERC changes in the data collected to ensure that the information is the most appropriate decision making on changes to the operations of the project. The data helps support decisions on changes to operations by allowing for evaluation of any potential impact to the aquatic resources associated with the Project.



Tanner Drake

Director of Construction Operations

Areas of Expertise

- Project Management
- Environmental Compliance & Sustainability
- Team Leadership & Staff Development
- Construction Techniques & Green Building Practices
- Health, Safety & Quality Assurance
- Environmental Site Development & Remediation
- Construction Software & Technology
- Client & Stakeholder Relations
- Contract & Vendor Management
- Business Development & Market Analysis

Prior Professional Experience

- Operations and Project Manager | *High 5 Builders* – Livermore, CA 2018 - 2023
- Fishing Boat Captain | *Gentleman Sportfishing* | Oxnard, CA 2017-2018
- Field Artillery Sensor Support man | *USMC Reserves* – Seal Beach, CA 2014 – 2018
- Deckhand | *Ranger 85 Sportfishing* – Oxnard, CA 2009 - 2014

Awards and Certifications

- US Coast Guard Merchant Marine Certification – 100 Ton Master Credentials
- Certified Construction Health and Safety Technician (CHST)
- Board of Certified Safety Professionals (BCSP)
- OSHA 30-Hour Construction Safety Certification
- Forklift Operator Certification
- First Aid/CPR Certification
- Construction Health and safety Technician (CHST)

As Director of Construction Operations at S2S, Mr. Drake oversees a wide portfolio of construction and environmental compliance projects across California, with a focus on utility, public works, and infrastructure scopes. He leads all phases of Best Management Practice (BMP) implementation for stormwater compliance, erosion control, vegetation management, and emergency response efforts on PG&E projects. In addition to BMP scopes, Tanner has managed fencing replacement projects for Caltrans, landscape and habitat restoration projects for PG&E, and commercial construction work supporting Tesla and other high-profile clients.

Certified as a Construction Health and Safety Technician (CHST), he brings a safety-first leadership style, ensuring field compliance with SWPPP, OSHA, and client-specific standards. He coordinates internal teams and subcontractors, manages materials and logistics, and collaborates closely with stakeholders to deliver projects safely, on time, and within budget.

Mr. Drake is a highly skilled and results-driven Construction Management professional with over 6 years of experience in overseeing complex construction projects from initial planning through to successful completion. As the Director of Construction Operations at S2S, he leads a wide range of projects focused on the integration of environmental sustainability with construction practices, ensuring projects are delivered on time, within budget, and in full compliance with quality and environmental standards.

His expertise spans the management of multi-disciplinary projects, including those in automotive manufacturing, semiconductor laboratories, and data centers, during his time at High 5 Builders, where he honed his ability to coordinate diverse teams, manage resources, and liaise with stakeholders to meet demanding project goals. His foundation in leadership and operational efficiency is rooted in his military experience as a supervisor in the United States Marine Reserves, where he was responsible for the installation and maintenance of advanced sensor systems and provided technical training to personnel in high-pressure environments.

Additionally, Mr. Drake holds a USCG 100 Ton Merchant Mariner's License and brings hands-on maritime experience as a Second Captain on a fishing vessel operating in Mexican waters out of San Diego. This role showcased his strong navigational abilities, leadership in dynamic environments, and capability to manage vessel operations under diverse and challenging conditions, further demonstrating his versatility and commitment to safety and operational excellence.



Selected S2S Experience

Stormwater Compliance and Best Management Practices (BMP) Installation Services | PG&E, various Locations, CA 2024- 2026

Project Manager. Mr. Tanner oversaw long-term BMP maintenance and stormwater compliance support across multiple PG&E utility sites. He directed inspection schedules, coordinated field crews, and managed ongoing vegetation and erosion control efforts. He ensured all documentation and corrective actions complied with environmental permit conditions and PG&E protocols

BMP Installation, Blanket Purchase Order (BPO) Maintenance Contract | PG&E, various Locations 2024- 2026

Project Manager. Mr. Tanner led BMP installation and site restoration activities for PG&E's restoration spoils management. He managed the delivery of erosion control products, installed sediment control systems, and ensured all materials met stormwater compliance standards. He also tracked site closeout, restoration stabilization, and BMP performance.

BMP Implementation, Natural Bridges | PG&E, Santa Cruz, CA 2025

Project Manager. Mr. Tanner managed BMP implementation in environmentally sensitive coastal terrain, including the installation of fiber rolls, erosion control blankets, and slope stabilization products. He supervised site inspections, prepared documentation for environmental agencies, and coordinated rapid response to storm-triggered maintenance needs

BMP Implementation, Casswall | PG&E, NAPA, CA 2024

Project Manager. Mr. Tanner directed BMP implementation for urban utility access work, overseeing the installation of perimeter controls, gravel bags, and storm drain inlet protection. He managed city coordination, integrated traffic control measures, and ensured environmental documentation met compliance requirements.

BMP Implementation, White & Wibble | PG&E, CA 2024

Project Manager. Mr. Tanner supervised full BMP implementation for utility trenching operations, including dust suppression, perimeter controls, and daily stormwater compliance documentation. He coordinated with environmental monitors and ensured all installation standards were met.

BMP Management, High St Alameda | PG&E, Alameda, CA 2024

Project Manager. Mr. Tanner led erosion control and vegetation management BMPs in a constrained urban environment, coordinating traffic control, public safety measures, and BMP installation along sidewalks, curbs, and roadside assets. He completed the project with minimal disturbance and full regulatory compliance

BMP, Environmental Compliance, Stormwater Services, and Biological Services | LA Metro, sub to TRC

Project Manager. Mr. Tanner managed landscape BMPs for transit infrastructure, including slope stabilization, weed abatement, and sediment control. He oversaw vendor coordination and quality assurance for seed mix selection, mulch application, and erosion control matting.

BMP, Dunbar Rd Glen Ellen | PG&E, Glen Ellen, CA 2024

Project Manager. Mr. Tanner executed slope stabilization and BMP controls for wildfire recovery zone. Included fiber roll installation, hydroseeding, and gravel access road stabilization. Maintained environmental compliance across multiple storm events.

Disaster Recovery Support for California | Department of General Services (DGS), Santa Monica Area, Los Angeles County, CA January 2025

Project Manager. Mr. Tanner oversaw the logistics and delivery of 28 semi-trucks carrying Best Management Practices (BMPs) to support the California Department of General Services (DGS) after the Los Angeles wildfires. He ensured timely deployment, coordinated weekend and night operations, and managed the distribution of 8 oz. Non-Woven Gravel Bags for sediment control. His leadership helped ensure an efficient and effective disaster recovery response.

CZU Lightning Complex Wildfire Emergency Response BMP and GIS Support | PG&E, Santa Cruz County, CA 2024

Mr. Tanner, as Project Manager, managed BMP installation, inspection, and maintenance in the CZU Lightning Complex wildfire-affected area in Santa Cruz County, ensuring compliance with multi-agency regulations. He



oversaw operations in remote and challenging terrain, directed teams in weekly assessments and storm-related inspections of BMPs and Wildfire Risk Management (WRM) sites.

Selected Prior Experience

Operations and Project Manager | *High 5 Builders* – Livermore, CA 2020 - 2024

Lead and oversee construction projects from initiation to completion, ensuring they meet quality, budget, and timeline objectives. Developed project plans, schedules, and budgets, and monitored progress throughout the project lifecycle. Coordinated with stakeholders, including architects, engineers, contractors, and subcontractors. Identified and mitigated project risks and issues, implementing solutions to keep projects on track. Streamlined and optimized operational processes to enhance productivity and cost-effectiveness. Managed resource allocation, including personnel, equipment, and materials, to support project needs. Implemented and improved safety protocols, ensuring a secure working environment. Fostered a culture of continuous improvement to increase overall operational efficiency. Conducted on-site inspections to monitor construction progress and adherence to design specifications. Addressed any construction-related issues, including quality control and safety concerns. Collaborated with the construction team to resolve challenges and discrepancies. Ensured compliance with all relevant regulations and building codes. Led a team that completed a complex spray foam insulation two weeks ahead of schedule and 20% under budget during a holiday weekend, resulting in client accolades and minimal impact to client production. Implemented rigorous safety protocols that resulted in an accident-free record on multiple projects over the last 3 years

Field Artillery Sensor Support man | *United States Marine Reserves* – Seal Beach, CA 2014 - 2020

Installed and set up various field artillery sensor systems, which may include radar, GPS, and meteorological sensors. Ensured proper positioning and alignment of sensors to maximize accuracy and data collection. Collaborated with artillery crews to integrate sensor systems into their operations effectively. Performed routine maintenance on sensor equipment to keep it in optimal working condition. Diagnosed and troubleshoot technical issues, conducting necessary repairs or replacements. Keep detailed records of maintenance and repair activities. Calibrate sensor systems regularly to maintain accuracy and reliability. Conducted testing to verify the functionality and precision of sensors. Collected, analyzed, and reported sensor data to artillery teams to aid in firing solutions. Maintained data records and provided reports to higher-ranking personnel. Ensured data security and compliance with military protocols. Trained artillery personnel on the proper use and care of sensor equipment. Provided technical support and guidance to resolve sensor-related issues during field operations. Stay up-to-date with emerging sensor technologies and industry best practices.



Michael Cipriano

Construction Superintendent

As the Construction Superintendent at S2S, Michael Cipriano is a highly skilled and dedicated professional specializing in underground construction, utility repairs, and pipeline labor. With over 33 years of experience, Michael has developed a strong reputation for his expertise in grading, excavation, trench digging, maintenance, and repair, as well as the installation of complex components, such as sleeves and clock springs for damaged pipelines. His comprehensive understanding of construction processes and safety standards has been instrumental in the successful completion of numerous projects.

Michael's leadership skills are exemplified through his role as a foreman, where he has successfully led teams on large-scale projects, ensuring that all phases of construction are executed efficiently, safely, and within budget. His ability to manage crews, delegate tasks, and provide clear direction allows for optimal productivity while maintaining a high level of morale among workers. He consistently focuses on minimizing project delays, streamlining workflows, and maintaining strong communication with stakeholders to ensure projects remain on schedule.

In addition to his leadership abilities, Michael is well-versed in implementing and enforcing safety protocols. He is proactive in identifying potential hazards and developing safety plans to mitigate risks before they arise. His dedication to maintaining a hazard-free environment has led to consistently positive safety audits and reduced workplace incidents.

Areas of Expertise

- Underground Construction
- Trench Digging
- Utility Repairs

Prior Professional Experience

- Pipeline Laborer | *Underground Construction* – Benecia, CA 2021 - Ongoing
- Pipeline Foreman | *ARB PSC* – Pittsburg, CA 2021
- Laborer Foreman | *Cupertino Electric* – San Jose, CA 2020

Select Prior Experience

Pipeline Laborer | *Underground Construction* – Benecia, CA 2021 - Ongoing

Mr. Cipriano's extensive experience as a pipeline laborer encompasses a range of crucial tasks vital to the upkeep and repair of underground infrastructure. He adeptly installs sleeves and clock springs on damaged and corroded pipes, demonstrating precision and technical proficiency. Additionally, Mr. Cipriano conducts routine maintenance on pipelines, ensuring optimal functionality and longevity. His expertise extends to pot holing techniques for accurately identifying lines, facilitating efficient workflow and project planning. Furthermore, he is skilled in hand digging and shoring excavation, essential for accessing and repairing underground systems safely. Mr. Cipriano's dedication to cleanliness and order is evident in his meticulous approach to general cleanup tasks at job sites. Moreover, he efficiently handles backfill and compact excavation operations, utilizing specialized equipment like Wacker and remote compactors to streamline the process.



Pipeline Foreman | ARB PSC – Pittsburg, CA 2020 - 2021

Mr. Cipriano demonstrated exceptional leadership and managerial skills. He developed comprehensive plans aimed at enhancing the efficiency of workers, ensuring smooth workflow and timely project completion. Mr. Cipriano efficiently sourced suppliers and procured necessary materials, facilitating seamless operations on site. With a keen focus on safety, he meticulously inspected equipment and tools, prioritizing the well-being of the team. His proactive approach extended to overseeing daily operations, maintaining optimal productivity levels, and closely monitoring job progress. Additionally, Mr. Cipriano took on the responsibility of conducting daily safety meetings, emphasizing the importance of adherence to safety protocols. Through his hands-on involvement as a working foreman, he effectively coordinated tasks, addressed challenges, and upheld high standards of performance, contributing to the overall success of the projects under his supervision.

Laborer Foreman for Distribution Gas Line | Cupertino Electric – San Jose, CA 2019 - 2020

Developed and executed plans aimed at optimizing worker efficiency, ensuring tasks were completed promptly and effectively. By closely observing workers, he promptly identified issues and implemented corrective measures to rectify errors, fostering a culture of continuous improvement. Mr. Cipriano prioritized safety by meticulously inspecting equipment and tools, resulting in an exemplary safety record and minimal accidents. Through effective communication and motivation, he inspired team members to achieve challenging project targets without compromising on quality standards. Additionally, Mr. Cipriano utilized his proficiency in operating heavy equipment to facilitate the movement of supplies and machinery, contributing to streamlined operations. He also coordinated timely supply deliveries, ensuring uninterrupted workflow and efficient project execution. Furthermore, Mr. Cipriano played a pivotal role in training workers in proper methods, equipment operation, and safety procedures, enhancing overall team competence and performance. His expertise extended to restoration work involving concrete and asphalt, further highlighting his versatility and proficiency in diverse construction tasks.

Pipeline Foreman | UCSC Learning and Support Services – Pittsburg, CA 2011 - 2019

Mr. Cipriano played a pivotal role in ensuring the efficiency and safety of construction projects. He provided comprehensive training to workers, emphasizing proper methods, equipment operation, and safety procedures, thereby fostering a skilled and competent workforce. Mr. Cipriano actively contributed to maximizing worker efficiency by creating and implementing strategic plans tailored to project requirements. He maintained a proactive approach by offering constructive feedback to workers, addressing performance issues promptly, and reinforcing safety protocols. Furthermore, he closely monitored job progress and employee performance to ensure projects were completed within established deadlines. With a keen eye for detail, Mr. Cipriano conducted regular inspections of equipment and tools to guarantee safe and effective operation. Additionally, he oversaw daily operations on site, orchestrating activities to maintain an optimal pace of production while upholding safety standards. His hands-on involvement extended to performing essential tasks such as installing sleeves and clock springs on damaged pipes, conducting general maintenance of pipelines, pot holing to identify lines, and overseeing hand digging and shoring excavation. Moreover, Mr. Cipriano managed general clean-ups and coordinated backfill and compact excavation operations using specialized equipment like Wacker and remote compactors. His proficiency in operating heavy machinery, including Gradall and street sweepers, further contributed to the smooth execution of construction projects under his supervision.



David Wolkenhauer

Construction Operation Manager

David Wolkenhauer is a highly experienced Construction Operations Manager with over **40 years** of hands-on expertise in environmental resource management and restoration projects. Currently at S2S,

David plays a critical role in overseeing large-scale restoration initiatives for public clients, utilities, and private sector organizations, ensuring that projects align with both environmental standards and client expectations.

His leadership is defined by a proven track record of delivering complex projects on time and within budget, even under tight deadlines and challenging conditions. David's strategic approach blends effective team management, deep technical knowledge, and a passion for environmental sustainability, resulting in projects that meet operational goals, while contributing positively to the community and environment.

David's commitment to fast, safe, and reliable service stands out in the industry. Whether managing urgent requests or executing long-term projects, he and his team consistently exceed expectations. He has established a reputation for completing same-day service requests and resolving high-pressure issues with speed and precision.

Over the course of his career, David has forged strong, lasting relationships with an array of high-profile clients, including utility companies, sports teams, and municipalities across Northern California. His collaborative approach to project execution ensures that stakeholders—internal teams, clients, and external partners—are aligned and consistently informed.

Areas of Expertise

- Stormwater BMPs
- Restoration
- Landscaping and Irrigation
- Customer relations
- Sports fields

Formal Education

- AA Ornamental Horticulture, Diablo Valley College, Concord 1982

Prior Professional Experience

- President and Founder | *Planned Environments, Inc.* – Location 1999 - Present
- Construction Manager | *Randall Blake – Martinez*
- 1986 - 1999

Awards/Certifications

- State of California, General C-27 Contractors License #771379
- Certified Landscape Technician in maintenance, irrigation, and construction with advanced endorsements in carpentry, irrigation, and concrete.
- Bay Friendly Landscape Certified
- 40 years in the erosion control and landscape industry

Select Project Experience

San Bruno Mt. West Peak | PG&E – San Bruno, CA 2019

Project included planting 1,500 contract-grown trees and shrubs, wildlife protection cages, and maintenance including hand watering. Project completed in 2019.

Parkway Moraga 20/114 Emergency Tower Work SWPPP | PG&E – Orinda, CA 2018

S2S/PEI was contacted on February 18, 2017 (Saturday) by PG&E's Michael Wagoner to install emergency BMPs at the Parkway Moraga 20/114 Emergency Tower Work project. A recent landslide and continued heavy rain conditions had impacted East Bay Municipal Utilities District (EBMUD) property where PG&E towers were located and impacted the stability of the towers.

PEI maintained the BMPs throughout the project and repaired the damaged water line utilized by the rancher that ran from the water tower at the top of the project down the access road (buried underground parallel to the access road) because it had also been damaged during the naturally occurring landslide and during the tower repair activities by the construction crews. PEI also applied hydroseed to areas that required vegetation regrowth and restored/smoothed ruts in the access road by applying rock to the affected areas.

Green Valley Restoration | PG&E – Fairfield, CA 2015-2018

During the late spring of 2014, an unmarked city water line was ruptured by a Horizontal Directional Drill (HDD) during the relocation of utilities associated with a highway widening project in Fairfield, CA, which caused bank erosion at several locations along a 175 ft section of the stream which is habitat for Steelhead Salmon and California Red Legged Frog. During The break in the water pipeline caused a release of approximately 1,000,000 gallons of clean water to Green Valley Creek. This water release caused bank and slope erosion with minimal sediment depositing into the creek bed. PEI worked to plant over 500 willow wattles harvested from adjacent cite. PEI and S2S worked with the utility, the City of Fairfield, the California Department of Fish and Wildlife (CDFW), the Regional Water Quality Control Board (RWQCB), and the United State Army Core of Engineers (USACE) to design and construct a restoration project that would stabilize and restore the eroded creek bank.

Diablo Energy Solar Storage Construction Biological Support | Confidential Client (Sub to TRC) – Pittsburg, CA 2020-2021

Project supporting construction of the Diablo Energy Storage Project to build stand-alone lithium-ion battery energy storage resources totaling approximately 200 MW and transplanting an ongoing pickleweed restoration. Scope of support included pre-construction biological support, WEAP training, exclusion fencing, vegetation clearing and maintenance and daily biological monitoring. Species monitored in compliance with project permits include salt marsh harvest mouse (*Reithrodontomys raviventris*) and nesting birds.

NASA Ames | NASA, Santa Clara County, CA – 2022 - present

PEI worked with S2S this year on restoration site maintenance including weeding and transplanting of pickleweed in this sensitive marsh habitat in the SF Bay. The growing vegetation provides contiguity of habitat between AOI 14 and adjacent marshes, which are used by native birds and wildlife including the endangered salt marsh harvest mouse. The results have been included in a comprehensive Annual Report complete with cover calculations. Twice this year our team members conducted maintenance efforts including the removal of invasive plants such as slenderleaf iceplant from wetland and transitional sites, making room for a greater abundance of native plants to proliferate during the rainy season and future seasons.

R-649, R-700, R-707 Bundle | PG&E – Livermore

Planned Environments supported PG&E's stormwater and biologist teams on this large and complicated project. The project ran through multiple landowners' properties as well as multiple sensitive habitats. We installed over six miles of fencing that we designed with PG&E biologists and stormwater professionals. This fencing served two purposes: biological exclusion for California Tiger Salamander, and as a silt fence. Serving both needs with one fence saved both time and money. Additionally, we designed a new reusable escape funnel, which both sped up the process and proved to be very economical and efficient. We installed over 600 on the project. This project also required the installation of 14 miles of fiber roll, 15 acres of hydroseed, and 10 miles of delineation fencing. We worked closely with both pipeline contractors, the landowners, and PG&E's Environmental group.

T-1199 | PG&E – Hollister

Planned Environments supported PG&E's biological team on this project. We worked with S2S biological monitors excavating over 2,000 suspected California Tiger Salamander burrows. Since the project was extremely time sensitive, we provided seven teams with excavators working simultaneously. Each team consisted of an excavator with operator, two ground crew members, and a biologist.

Bancroft Key Personnel

As a subcontractor to Surf to Snow Environmental Resource Management (S2S), Bancroft Construction Services will provide construction support services under this contract. Bancroft has demonstrated reliability and technical capability on past joint projects and will support scopes requiring additional labor capacity or trade-specific expertise, as needed.

Bancroft Leadership Team:

Bancroft founder, owner and CEO, **Ashley Driscoll**, served in the U.S. Navy as a Surface Warfare Officer and completed deployments overseas conducting counter-piracy operations with the U.S. Navy's 5th Fleet in the Persian Gulf and counter-narcotics operations aboard the USS Thach in South America. Since 2018, Ashley has grown Bancroft to be considered a premier environmental compliance and construction company within the utility, transportation, and renewable energy sectors. Ashley is a member of the Women in Transportation Central Valley chapter, Women in Construction Coalition, and an Advisor to the Women in Leadership for the University of California Santa Barbara. Ashley is a Qualified SWPPP Developer and Practitioner (QSD/P) as well as a Certified Professional in Erosion and Sediment Control (CPESC). She also holds certificates in damage control firefighting and joint humanitarian assistance disaster relief.

Her partner, **Ethan Driscoll**, President at Bancroft, is a veteran of the U.S. Marine Corps, having completed multiple deployments overseas to Iraq and Afghanistan. He continues to serve in the U.S. Marine Corps Reserve today. Ethan has a Bachelor of Science degree from the United States Naval Academy and a Master of Business Administration degree from Walden University. His certifications and training include QSD/P, CPESC, Certified Inspector of Sediment and Erosion Control (CISEC), and OSHA training. Ethan has extensive experience in construction, serving as a Construction Manager for various renewable energy projects and electrical transmission projects across the western United States. He is also trained to work with the Desert Tortoise and the San Joaquin Kit Fox.

Andrew Price serves as a Program Manager of Environmental Compliance and Project Manager of Strategic Growth for Bancroft. Andrew is a licensed Professional Engineer with over 10 years of experience supporting infrastructure projects. He is a specialist in construction stormwater compliance, implementing erosion and sediment control practices, diversion and/or dewatering plans and general NPDES support (401 WQC & 402 LTD Permits) for urban & rural projects. He has supplementary experience in water treatment systems as well as compliance sampling for municipalities and construction sites. He has written and reviewed hundreds of regulatory plans for several of California's largest agencies, utilities, and private developers. He has experience in project biological and cultural requirements as well as site restoration. His experience ranges across all phases of a project's lifecycle, including stakeholder meetings, preliminary/final site design, permitting and construction. He interacts regularly with RWQCB, CDFW and BLM staff for permit clarifications and responses to Notice of Violations (NOVs)

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Rick Nail serves as the Bancroft Vice President of Operations. Rick has operated as a Field Construction Advisor with San Diego Gas & Electric, and at Southern California Edison as a Construction Manager/Quality Control Specialist-3 in Transmission Project Delivery. Rick's tenure supporting the utility industry comes after his honorable service to our Country where he faithfully served for 26 years as a Combat Engineer Officer in the United States Marine Corps. In support of Operation Enduring Freedom, Afghanistan 2011-2012, serving as Commanding Officer of a re-enforced Engineer Company, Rick led 375 Marines and Sailors conducting (12) simultaneous mishap free infrastructure improvement projects in the Helmand Province in Afghanistan. Results were saving \$10.2M of an approved \$320M budget and benefiting local population of over 880,000. End result: 115 kilometers of roadway, (3) standard bridges, (17) non-standard bridges, (1) causeway, (6) airfields, (4) schools, and (1) Provincial Governor's Office safely constructed to improve individual freedom of movement, transportation of commerce, and quality of life for the local population.

Tom Battaile III serves as Stormwater Program Manager and a Senior Engineer at Bancroft. Tom has over 10 years of experience in writing SWPPPs, SWMPs, WQMPs as a consultant for some of the state's largest utilities, municipalities and private developers. Tom is actively Supporting HSR CP1. He has conducted SWPPP inspections for various construction projects across southern and central California. Tom is certified and licensed in Certified Erosion, Sediment, and Storm Water Inspector (CESSWI), Certified Professional in Erosion and Sediment Control (CPESC), Qualified Storm Water Pollution Prevention Plan (SWPPP) Practitioner (QSP), and Qualified SWPPP Developer (QSD) and Professional Engineer (PE) License.



Ashley Driscoll, Owner/CEO, QSD/P, CPESC

Mrs. Driscoll currently serves as Owner and Chief Executive Officer (CEO) of Bancroft Construction Services, a California Disabled Veteran Business Enterprise (DVBE), Women Business Enterprise (WBE), and HubZone certified Business specializing in construction, stormwater, and biological services. Drawing upon her 10 years of active-duty service as a US Naval Officer both in the United States and overseas in hostile environments, she is the leader and founder of Bancroft Construction Services. Mrs. Driscoll oversees the financial health of her business, prepares bid proposals, analyzes project costs and estimating, equipment purchases and maintenance, labor union agreements, and daily management of the executive team.

Education

Bachelor of Science, United States Naval Academy – Annapolis, 2005

Master of Arts in Community Leadership, Westminster College – Salt Lake City, 2017

Certifications/Training

- > **QUALIFIED SWPPP PRACTITIONER/DEVELOPER(QSP/D)**
- > **CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC)**
- > **DAMAGE CONTROL FIREFIGHTING COURSE, SAN DIEGO, CA**
- > **STAFF PLANNING COURSE, SAN DIEGO, CA**
- > **JOINT HUMANITARIAN ASSISTANCE DISASTER RELIEF, U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT AND OFFICE OF U.S. FOREIGN DISASTER ASSISTANCE, KINGDOM OF BAHRAIN**
- > **COMBAT SYSTEMS OFFICER OF THE WATCH, USS THACH**
- > **SURFACE WARFARE OFFICER, USS THACH**
- > **ENGINEERING OFFICER OF THE WATCH, USS THACH**
- > **SECURITY CLEARANCE, TOP SECRET-SENSITIVE COMPARTMENTED INFORMATION (TS-SCI)**

Professional Affiliations

- > **FOUNDING PLATINUM SPONSOR, WOMEN IN TRANSPORTATION CENTRAL VALLEY CHAPTER**
- > **MEMBER OF WOMEN IN CONSTRUCTION COALITION**
- > **ADVISOR TO THE WOMEN IN LEADERSHIP PROGRAM AT UC SANTA BARBARA**
- > **MEMBER OF VETERANS IN BUSINESS NETWORK**

Professional Experience

OWNER, CEO, AND STORMWATER PROFESSIONAL

BANCROFT CONSTRUCTION SERVICES LLC (2017 TO PRESENT)

A California Disabled Veteran Business Enterprise (DVBE), Women Business Enterprise (WBE), and HubZone certified Business specializing in construction, stormwater, and biological services.

MANAGEMENT & LEADERSHIP SUCCESSES

- Grew Bancroft from a staff of one, to a full-service environmental compliance construction company with over 30 employees including 3 QSDs, 12 stormwater field inspection team members, 5 CDL/Operators, 10 Biologists, and 2 Archeologists on staff as well as over 60 state and federally approved subcontracted biologists.
- Oversees both the Construction and Environmental Services Departments, ensuring seamless execution for clients and customers.
- Positioned Bancroft through cross-training and strategic development to provide emergency services and quickly meet the needs of its clients to keep them in compliance.
- Led Bancroft into agreements and prevailing wage projects with multiple labor unions, including LiUNA 89, LiUNA 1184, and IBEW Local 47.
- Leveraged her experience as a Training Officer, Safety Officer, and Force Protection Officer to developed and implement extensive training and safety programs to ensure safety always remains the number one priority, and to ensure professional growth of all staff members.
- Grew equipment and vehicle fleet to a fleet of over \$2,000,000 worth of equipment in under 18 months, developing equipment maintenance and scheduling system to ensure equipment is ready to serve client needs.

Stormwater Management

Provides oversight of the stormwater management team with over 20 construction stormwater consulting projects and 14 active projects. Oversees scheduling, training, and QA/QC for all inspection reports, photo documentation, BMP recommendations, runoff sampling, close out packages, final stabilization maps, RUSLE2 analysis, SMARTS annual reports, SWPPP map updates, and amendments. In addition to oversight, performs work as a QSD/QSP, writing WPCPs and SWPPS, acting as the WPCP Manager, and performing inspections as necessary.



Construction Management

Provides proposals and cost estimates, financial reviews, BMP Cost analysis and recommendations, and oversees over 20 BMP projects for customers such as Southern California Edison, Southern California Gas and San Diego Unified School District. Completed over 10 custom BMP projects and 8 erosion control projects on large, steep cut slopes and long fill slopes using hydroseed hydraulic mulch, bonded fiber matrix and tackifier. Provided emergency pre and post storm BMP maintenance, managing multiple crews, personnel and equipment mobilizations, and ensuring client needs were met. Managed client relations.

Biological and Archeological Management

Awarded first project providing biological and cultural surveying and monitoring services in 2018 on California High Speed Rail Construction Package 4. Bancroft was providing over 60 state and federally approved contracted biologists to HSR CP4. Growing this Department to 5 senior biologists, 4 general biological monitors, one senior archeologist, and one field archeologist, Bancroft now provides habitat assessment to protocol-level surveys, construction monitoring to species trapping and relocation. Ashley has provided oversight on high profile projects such as the Eldorado-Lugo-Mohave (ELM) in Southern California, the expansion and upgrade of the NextEra Wind Farm in Palm Springs, and California High-Speed Rail. In addition to these large-scale, high-profile projects, Bancroft has utilized its network of contracted biologists and archaeologists to support programs throughout the state in the rail, wind, and power sectors for clients such as Southern California Edison, Pacific Gas & Electric, Caltrans, LA Metro, SoCal Gas Company and the City and County of San Diego.

Other Work Experience

Adjunct Professor, Crafton Hills College (2017-2018)

- Instruct career development courses in the Workforce Preparation Program. Responsible for working with community members in the certification program on developing skills to be successful employees.

Program Manager, Hospitality results and GCommerce Solutions (December 2010 – June 2015)

- Responsible for the short term and long-term business strategy development for online presence and marketing of VIP clients. Performed financial analysis and budgeting and led a team in website development and social media presence. Worked with a team of architects, project managers and construction estimators to determine acquisition and construction costs for a \$50 million hotel. Calculated pre-opening budget and developed a 5-year pro forma including financial modeling.

US Navy, 2001-2010

Flag Aide, United States Navy (Nov 2007 – Dec 2010)

- Awarded two Navy and Marine Corps Commendation Medals for meritorious service and one Navy and Marine Corps Achievement Medal for meritorious service. Responsible for all correspondence for the Commander of Expeditionary Strike Group THREE including all administrative support to 25 subordinate commands comprised of over 13,000 Sailors and Marines, 4 amphibious squadrons and 12 warships. Responsible for coordinating the training, logistical support, and operational schedules of 25 subordinate commands. Served as an Advisor to the Admiral on community outreach, ethical responsibilities, and execution of his goals and priorities within the region.

Operations Officer, Expeditionary Strike Group THREE (2006-2007)

- Served as the United States Liaison to an international coalition in Bahrain, a task force responsible for protection against piracy off the Coast of Somalia. Responsible for the security of all expeditionary strike groups overseas, including force protection during port visits.

Anti-Submarine Warfare Officer/Public Affairs Officer, USS THACH (2005-2006)



Ethan Driscoll, COO, CPESC, QSD/P

Mr. Driscoll currently serves as Chief Operating Officer (COO) of Bancroft Construction Services, providing oversight and management of the stormwater team and biological/cultural monitoring team. Mr. Driscoll serves as the Best Management Practice (BMP) Crew Project Manager and Superintendent/Lead Foreman. Mr. Driscoll prepares proposals, analyzes project and BMP costs, coordinates logistics, prepares safety plans, purchases equipment, and provides oversight of the BMP crew on a variety of BMP projects. Mr. Driscoll also has eight (8) years of experience in the construction stormwater field. Mr. Driscoll's expertise is used on an as-need basis for the stormwater team, including contractor SWPPP training, stormwater runoff sampling, inspections, and BMP recommendations. Mr. Driscoll has ten (10) years of experience in construction management for the utility industry and brings this experience to all aspects of his work at Bancroft.

Education

Bachelor of Science, US Naval Academy – 2005

Master of Business Administration, Walden University – 2016

Certifications/Training

- **QUALIFIED SWPPP DEVELOPER/PRACTITIONER (QSD/P) #26158**
- **CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC) #8601**
- **CLASS A COMMERCIAL DRIVER'S LICENSE WITH TANKER ENDORSEMENT**
- **OSHA 30 HOUR TRAINING, CPR/ BASIC FIRST AID**
- **DESERT TORTOISE WORKSHOP 2014, SAN JOAQUIN KIT FOX WORKSHOP 2019**

Project Experience

BMP Crew Project Manager, Superintendent/Lead Foreman, SWPPP Training 15+ SCE projects, 10+ other projects – California and Washington

Duration of Services: 10/2019 – Present

Scope of Work: As Project Manager, write proposals and cost estimates, review SWPPP/ESCP plans and BMP specifications, research sustainable BMPs and alternatives, analyze costs, provide BMP recommendations, and prepare safety plans and tailboards. As Superintendent/Lead Foreman, maintain and gather equipment, mobilize crew, operate equipment, and procure materials in preparation for projects, assist and oversee BMP crew in application of erosion control BMPs and installation of sediment control BMPs, coordinate material orders and delivery, and provide safety training, tailboards and project SWPPP training as required.

SCE, Eldorado, Lugo, Mohave Transmission Project – Regional Board 6 and 7, California

Construction Schedule: 10/2021 – 11/2021 (OPGW), 1/2022 – 2/2022 (Repeater and Soil Salvage Sites)

Size of Site: 300+ acres

Type of SWPPP: LUP Type 1

Scope of Work: QSP and Lead Foreman for Optical Ground Wire (OPGW) scope of work, installed desert tortoise fence at Bear Valley Yard, conducted weekly SWPPP inspections across an expansive alignment, provided contractor SWPPP training, BMP recommendations, client correspondence, weather tracking, and inspection reports with a photolog using CloudCompli. QSP and Lead Foreman for Repeater and Soil Salvage Sites, conducted initial inspection, provided BMP recommendations, and led/assisted BMP crew in the replacement/installation of sediment control BMPs.

On-Call Emergency BMP Response and Custom BMP Projects for a Large-Scale Utility Company (multiple facilities), Southern California

Duration of Services: 6/2021 - Present

Size of Site(s): 50+ acres

Scope of Work: Superintendent/Lead Foreman for 10+ custom BMP projects in mountainous terrain with significant earthwork and high sediment discharge risk. Completed eight separate erosion control projects on large, steep cut slopes and long fill slopes using hydroseed, hydraulic mulch, bonded fiber matrix, and tackifier, installed roughly 10,000 linear feet (LF) of biodegradable fiber roll, and installed a variety of other BMPs like jute netting, wire-backed silt fence, sediment trap, gravel bag berms/check dams, and sediment cleanup/removal. Coordinated with the lead QSP to schedule and implement BMP projects. Provided emergency pre- and post-storm BMP maintenance.

SCE Mission Creek Road Repair Project, Santa Barbara, California

Duration of Services: 12/2020 – 1/2022

Size of Site: 3 acres

Type of SWPPP: Risk Level 3

Scope of Work: Superintendent/Lead Foreman. Provided oversight and assisted the BMP crew in the installation, repair, and replacement of erosion and sediment control BMPs on an on-call and pre- and post-storm basis. This project involved high sediment discharge risk, mountainous terrain, difficult project access, and high-profile public involvement.

Alta Mesa Wind Project, Whitewater, CA

Duration of Services: 2/2022 – Present

Scope of Work: Superintendent/Lead Foreman. Mobilize BMP crew, equipment, and materials to a wind farm and access road construction project in mountainous terrain to install silt fence along project perimeters. Perform as-needed BMP maintenance. Contracted to install approximately 100,000 LF of fiber roll, 23,000 LF of silt fence, 76 acres of hydraulic mulch, and 8 acres of rolled erosion control product (RECP).

Caltrans I-40 Median Regrade Project, Needles, California

Duration of Services: 8/2021

Size of Site: 214 acres

Type of SWPPP: Risk Level 1

Scope of Work: QSP oversight services. Provided contractor SWPPP training, conducted oversight inspections, created inspection reports, and provided BMP recommendations, client correspondence, and weather tracking.

Skookumchuck Wind Energy Project, Rainier, Washington

Construction Schedule: 10/2019 to 4/2020

Size of Site: 226 acres, 38 wind turbines, 16-mile-long transmission line corridor

Scope of Work: Provide Environmental Supervisor consulting services on 226 acre wind energy project with construction of 38 wind turbines, a 115KV substation and 16 miles of 115 KV line. All work is greenfield construction. Representing Bancroft Construction Services on Southern Company owned site, providing oversight for Southern Company and Renewable Energy Systems (RES) for 2 SWPPP plans and the project Spill Prevention, Control, and Emergency Cleanup Plan (SPECP) as the project Environmental Supervisor. Assisted in the implementation of the SWPPP and guiding the contractor on proper adherence of SWPPP in order to remain in compliance. Responsible for directing crews on layout, repair & maintenance of BMPS. Identifying areas where additional BMPS are needed. Collecting and testing all water quality samples weekly and daily during extended rain events. On call for emergency erosion control during rain events.

SCE, West of Devers Upgrade Project, Redlands/Banning/Palm Springs, California

Construction Schedule: 12/2017 to 7/2019

Size of Site: Approximately 45-mile-long transmission powerline corridor

Type of SWPPP: LUP Type 1&2

Scope of Work: Represented SCE providing oversight on contractor's adherence to the SWPPP and BMP installations. Coordinated project team effort on multiple State Water Resources Control Board site visits. Represented SCE inspecting overall project compliance with permits, a similar role as a CPUC inspector. Additionally, performed duties as an SCE transmission inspector, including inspecting line sag, tower hardware, and oversight on foundation installations and inspection.

SCE, North of Magunden, Bakersfield, California

Construction Schedule: 3/2017 to 1/2018

Size of Site: Approximately 68-mile-long transmission powerline corridor

Type of SWPPP: LUP Type 1

Scope of Work: Represented SCE providing oversight on contractor's adherence to the SWPPP and BMP installations. Additionally, performed duties associated with an SCE transmission inspector, including inspecting line sag and tower hardware.

SCE, Devers-Palo-Verde 2, Indio, California

Construction Schedule: 12/2011 to 10/2013

Size of Site: Approximately 153-mile-long transmission powerline corridor

Type of SWPPP: LUP Type 1

Scope of Work: Inspected BMPs as well as other exclusion fences for other environmentally sensitive species throughout the project site. Represented SCE to the CPUC reviewing helicopter flight tracks.

Other Work Experience

United States Marine Corps – May 2005 to Dec 2011.

- **Commanding Officer**, A Company, Marine Corps Security Force Battalion; Silverdale, Washington (Jan – Dec 2011)
- **Guard Force Platoon Commander**, B Company, Marine Corps Security Force Battalion; Silverdale, Washington (Dec 2009 – Dec 2010)
- **Commanding Officer**, H&S Company, 1st Combat Engineer Battalion; Helmand Province, Afghanistan (Apr 2008 – Dec 2009)
- **Platoon Commander**, 1st Battalion, 7th Marines; Hit, Al Anbar Province, Iraq (Feb 2007 – Mar 2008)
- **Operations Action Officer; Company Executive Officer**, RCT-7; C Company, 4th Combat Engineer Battalion; Al Anbar Province, Iraq (Aug 2006 – Jan 2007)

United States Marine Corps Reserve – Oct 2016 to Present.

- **Division Environmental Officer, Individual Mobilized Augmentee**, 1st Marine Division; Camp Pendleton, CA (Jan '21 – Present)
- **Engineer Officer, Individual Mobilized Augmentee**, I Marine Expeditionary Force G-4; Camp Pendleton, CA (Feb '18 – Jan '21)
- **Assistant Operations Officer**, 4th Combat Engineer Battalion; Baltimore, Maryland (Oct '16 – Feb '18)



Andrew J. Price, PE, QSD/QSP

Mr. Price is a licensed civil engineer with extensive experience in the field of stormwater management, namely construction stormwater compliance and NPDES support. In 2023 Mr. Price started at Bancroft as a Senior Engineer and Project Manager of Strategic Growth focused on complex project execution and business development. At his prior firm Mr. Price served as the Construction Stormwater Program Lead for Michael Baker International's Santa Ana Office and was responsible for QSP inspections and oversight of 28 active construction sites across Southern and Central California. In both roles he is/was responsible for managing storm water BMP contractors to ensure proper sediment and erosion control installation and swift permit termination. He has written and reviewed countless Stormwater Pollution Prevention Plans (SWPPPs), Erosion and Sediment Control Plans (ESCPs), Water Pollution Control Plans (WPCPs) for several of the State's largest agencies, utilities, and private developers. Mr. Price has assisted in the development of internal audit tools for clients, most prominently performing data analytics on publicly available data on SMARTS, allowing clients to apply a data driven approach to compliance. He interacts regularly with Regional and State Waterboard staff for permit clarifications and responses to Notice of Violations (NOVs).

Education

Bachelor of Science in Civil Engineering, University of California – Irvine, 2015

- Concentration in Water Resources/Hydraulics

Certifications/Training

- CALIFORNIA REGISTERED CIVIL ENGINEER (PE) #89661
- QUALIFIED SWPPP DEVELOPER/PRACTITIONER (QSD/P) #26984
- CERTIFIED EROSION, SEDIMENT & STORMWATER INSPECTOR (CESWII), #2022

Project Experience

Program Manager/Project Manager, Southern California Edison (SCE) – Various Projects in Southern California

Cost/Schedule: Cost: \$9,500,000. Dates: 2/2018-10/2023.

Scope of Work: Mr. Price served as the Construction Stormwater Program Lead for Michael Baker International's Santa Ana Office and was responsible for QSP inspections and oversight of 28 active construction sites across Southern and Central California. Mr. Price managed the Michael Baker stormwater team to provide on-call stormwater consulting and CGP compliance services to SCE's Environmental Services Department (ESD). In this capacity Mr. Price managed a team of five in house staff and four subconsultants with geographic and technical specialties across the SCE Service Territory. Mr. Price was involved in the preparation/review of hundreds of SWPPPs, ESCPs, WPCPs, inspection reports, site photographs, BMP recommendations, runoff sampling reports, and client correspondence for all projects. QSD services including SWPPP development, close out packages (COI or NOT), final stabilization maps, RUSLE2 analysis, SMARTS annual reports, SWPPP map updates, amendments, etc.

SCE Program Support – Consulting Services - Southern California Edison.

Cost/Schedule: Cost: \$1,500,000+. Dates: 2/2018-10/2023.

Scope of Work: In 2021, Mr. Price developed a new strategy to perform internal audits on active SCE CGP permits. Mr. Price performed monthly data analytics from publicly available data on SMARTS, allowing SCE to apply a data driven approach to compliance and oversight. On a quarterly basis, Mr. Price tracked regional board activity evaluating possible trends from data available on regional board inspections, violations, and enforcement actions. Mr. Price has been actively working with SCE, using SMARTS data to evaluate programmatic changes to reduce liability and costs on SCE. These efforts have included evaluating potential cost savings associated with re-evaluating disturbed area assumptions for linear projects and providing recommendations for how revising the approach to LS calculations on projects in rural or mountainous areas could decrease exposure to unneeded sampling requirements. In addition, from 2020-2022, Mr. Price proactively suggested and developed a Sustainable Construction Best Management Practice (BMP) Manual for SCE to maximize the probability for a construction site's compliance with California stormwater regulations, to the greatest extent practicable, while promoting control options that are both cost effective and environmentally sustainable. The manual included a broad cost analysis and determined that the use of sustainable products could have programmatic cost savings, if broadly implemented, from 20-30% because of decreased labor hours spent on BMP maintenance across a project lifecycle. The SCE Sustainable Construction BMP Manual was presented jointly with SCE at CASQA in 2021.

Project Lead: Unnamed Road Repair Project - BMP Contractor Oversight and QSD/P Services. Southern California Edison.

Cost/Schedule: Cost: \$2,000,000+. Dates: 2/2020-05/2023.

Scope: Mr. Price served as the lead QSD/QSP for a multifaceted remediation project associated with illicit maintenance activities on steep canyon access roads in the County of Santa Barbara. The purpose of this project is to mitigate the impacts from recent grading activities at various points along the project access roads. Mr. Price developed a Risk Level 3 SWPPP, conducted site inspections and stormwater monitoring/sampling. Multi-agency coordination was required between the Central Coast Regional Water Board (Region 3), California Department of Fish and Wildlife, Mission Canyon Association, County and City of Santa Barbara to gain approvals to implement storm water BMPs during the wet season. Mr. Price was responsible for managing storm water BMP contractors to execute an approved winterization plan as well as a final stabilization plan and maintaining BMPs to ensure full compliance with CGP requirements. He is responsible for managing the inactive site as the project is evaluated for termination by the Central Coast Regional Water Board.

Project Lead: Mesa/Alta Wind Farm – Site Restoration. Brookfield Energy

Cost/Schedule: Cost: \$4,950,000. Dates: 10/2023-Present.

Scope: Mr. Price serves as the Project Lead on this five (5) year restoration project and is responsible for ensuring activities are completed per the projects two (2) Habitat Restoration Plans. This project tasks Bancroft to stabilize/restore 150+ acres of disturbance resulting from the construction of 15 new wind turbines and the decommissioning of over 400 old turbine sites including all associated access roads and laydown yards. Restoration requires slope stabilization of cut slopes and access roads to 80% cover, seeding with two BLM approved native seed mixes as well as the removal of invasive plants species, watering, regrading, recontouring, and ripping when necessary. Mr. Prices management tasks included pursuit, execution, and on-going project management such as material management, scheduling and coordination between project team, stakeholders, restoration oversight group, and regulators.

Project Lead: Florence LLOV Diversion and Dewatering Plan - Consulting Services. Southern California Edison.

Cost/Schedule: Cost: \$105,000+. Dates: 4/2019 -10/2023

Scope: Mr. Price serves as the lead engineer tasked with the development of the Florence Lake Dam Arch 52, 53 and 54 Diversion and Dewatering Plan and Erosion and Sediment Control Plans. The regulatory driver for the Diversion and Dewatering plan is the 401 Water Quality Certification. Mr. Price worked collaboratively with SCE Staff in Generation and Water Quality actively participating in coordination meetings and the technical review processed to develop a functional approach to the management of water to ensure a dry work area for construction proposed to commence in March 2023.

Project Lead: Lee Vining Substation - BMP Contractor Oversight and QSD/P Services. Southern California Edison.

Cost/Schedule: Cost: \$165,000+. Dates: 4/2019 -9/2023

Scope: Mr. Price was responsible for storm water BMP contractor oversight and served as the lead QSD/QSP for the Lee Vining substation upgrade project straddling the pristine creek in Mono County, CA. Due to the potential for harsh winter snows, this project was constructed through several phases, with activities occurring from April to January. The site was fully stabilized prior to each winter season and permit coverage was terminate at each phase using RUSLE2. Mr. Price prepared plans to achieve final stabilization prior to winter and oversaw BMP implementation to ensure installation was in accordance with RUSLE2 and the prepared Notice of Termination (NOT). The NOT was approved by the regional board and SCE received and email from Tom Browne at Region 6, impressed with the submittal package and approach. Mr. Price managed a QSP subconsultant who performed standard construction storm water compliance inspections to reduce client costs and preformed routine oversight inspections ensure full compliance with the CGP.

Project Lead: Bishop SC - BMP Contractor Oversight and QSD/P Services. Southern California Edison.

Cost/Schedule: Cost: \$600,000+. Dates: 4/2015 - 9/2023

Scope: Mr. Price serves as the lead QSD/QSP for the Bishop Service Center Upgrade project in Inyo County, CA. Due to unforeseen delays the project underwent three-year period of in-activity. During the period of inactivity, the site received a Notice of Violation from the regional board. Mr. Price met onsite with the Regional Board inspector and successfully negotiated with Tom Browne of the Regional Board to rescind the violation and reduce BMP maintenance obligations for the site to the dry season, due unavoidable BMP degradation from wind and wildlife during dry months of the year. Mr. Price was responsible for CGP compliance at the site during that period of in-activity which included monthly oversight inspections, and oversight of multiple BMP contractors. Mr. Price oversaw the completion of general site maintenance activities in addition to a sediment clean out and rebuild of a riprap structure damaged during well flushing upstream from the local Community College. Currently, Mr. Price manages a QSP subconsultant who performed standard construction storm water compliance inspections to reduce client costs and performed routine oversight inspections ensure full compliance with the CGP.

Project Lead: Tenneco 12kV - QSD/QSP Services. Southern California Edison.

Cost/Schedule: Cost: \$140,000+. Dates: 1/2020-5/2022

Scope: Mr. Price served as the lead QSD/QSP for one of SCE's largest paved, fire resiliency distribution projects spanning 16 miles within northeast Ventura and Southeast Kern counties, California, and crosses into parts of Los Padres National Forest. A total of 1,973 poles along the Tenneco 12 kV circuit required a combination of overhead work, pole or anchor replacements, or were replaced with new pole and/or tower. The project required laydown areas and helicopter landing zones. Mr. Price developed a Risk Type 1 and Type 2 SWPPP and conducted site inspections and stormwater monitoring/sampling to ensure full compliance with CGP requirements.

Project Lead: Safari Linear Elements - QSD/QSP Services. Southern California Edison.

Cost/Schedule: Cost: \$90,000+. Dates: 3/2016-6/2019

Scope: Mr. Price served as the lead QSP for SCE's largest undergrounding project to date. The project installed underground 33 kV circuits between two local substations. It included four (4) bore locations within Caltrans right of way and extended approximately 4.1 miles through residential and agricultural areas, directly adjacent to a high-risk receiving water body. Mr. Price conducted site inspections and stormwater monitoring/sampling to ensure full compliance with CGP requirements.

Project Engineer: OC Construction Stormwater Program. Orange County Public Works.

Cost/Schedule: Cost: \$55,000+. Dates: 5/2016-10/2019

Scope: Mr. Price served as a project lead in developing a Construction Stormwater Compliance Program for the Orange County Public Works Department. This consisted of reviewing existing forms and procedures, interviewing engineers, planners, inspectors, and contractors, and developing a comprehensive inspection form geared directly towards the County's types and locations of projects. He conducted and oversaw the construction stormwater oversight inspection of multiple large-scale Capital Improvement Projects for the County. He has provided several QSP training courses for County and City construction inspectors under the County's MS4 permit obligations.



Rick Nail, Construction Services Director

Rick Nail recently joined the Bancroft Team and has assumed the role as Director of Construction Services. Prior to joining our team, Rick was a Field Construction Advisor with San Diego Gas & Electric (SDG&E). His responsibilities with SDG&E included coordination with the CPUC, State, County, and City Agencies, prioritizing monthly, weekly, and daily program requirements, and supporting the \$1.5B SDG&E Strategic Undergrounding initiatives. Rick has also been a part of the Southern California Edison (SCE) team where his most significant role was that of Construction Manager and Quality Control Specialist-3 (QCS-3) in Transmission Project Delivery (TPD). During his time with SCE, Rick was the lead on site Construction Manager for the Phase 1 and 2 Mission Creek Restoration efforts in Santa Barbara. Rick's daily engagement with the CPUC, County, and City agencies was essential to the accident free, timely response of the entire SCE team in this extremely sensitive environment. Rick's tenure supporting the Utility Industry comes after his honorable service to our Country where he faithfully served for 26 years as a Combat Engineer Officer in the United States Marine Corps. Rick is also a Youth Volunteer Coach, Veterans' Transition Mentor, and Co-founder of a Veteran Support Non-profit Organization.

Education

Bachelor of Science, Suma Cum Laude, Campbell University, 2001
United States Marine Corps Command and Staff College
United States Marine Corps Combat Engineer Officer Course

Certifications/Training

- > **LEAN SIX SIGMA GREEN BELT**
- > **OSHA-10**
- > **OSHA-30**
- > **TRENCH AND EXCAVATION COMPETENT PERSON**
- > **FALL PROTECTION COMPETENT PERSON**
- > **CPR/ BASIC FIRST AID/AED CERTIFIED**

Professional Experience

Field Construction Advisor, SDG&E

Duration of Services: 6 months

Scope of Work: Daily coordination with CPUC, State, County, and City agencies in support of SDG&E's \$1.5B Strategic Undergrounding initiatives. Supporting SDG&E Major Projects Division managing contractors and SDG&E crews executing new construction, and improvements to existing infrastructure. Review and rating contractor bid packages for technical accuracy, scope, and completeness. Conducting job walks, as-built reviews, and project closeout.

Quality Control Manager, MICHELS Pacific Energy

Duration of Services: 1 year

Scope of Work: The "TL 6926 Transmission Project" removed approximately 7 miles of an existing powerline alignment from the Rincon substation to Valley Center substation. Additionally, approximately 6 miles of TL 6926 was installed in an underground alignment from Valley Center substation to a cable pole located on Pauma Heights Road. From there, approximately 3 miles of TL 6926 was installed in a double-circuit overhead configuration on an existing powerline alignment. The TL 6926 Transmission Project was part of San Diego Gas & Electric's \$1.5B Strategic Undergrounding initiatives.

Quality Control Manager, MICHELS Pacific Energy

Duration of Services: 6 months

Scope of Work: The "TL 692 Transmission Camp Pendleton Fire Hardening Project" was located aboard Camp Pendleton Marine Corps Base in San Diego County. The project replaced existing wood structures on TL 692 with galvanized steel poles in fire prone areas. Additionally, the circuit was reconducted over the 6.7 miles of Transmission Line between Japanese Mesa Substation and Las Pulgas Substation. The TL 692 Transmission Project was part of San Diego Gas & Electric's fire hardening efforts.

Construction Manager, SCE

Duration of Services: 6 months

Scope of Work: In support of SCE's Road and Right-of-Way Team, managed day-to-day activities of (11) sub-contractors conducting cleanup and restoration activities in Mission Canyon, Santa Barbara, CA. Project scope was vast and multi-faceted in this highly sensitive area. Deconflicted daily construction activities, ensured safe work practices, managed environmental compliance, coordinated with CPUC, State, County, local agencies, and facilitated VIP visits (to include the CEO of SCE).

QCS-3, SCE**Duration of Services: 6 months**

Scope of Work: In support of Southern California Edison's Major Project Operations Division, provided Quality Control oversight of (7) contractors constructing the (2) largest towers in the Southern California Edison grid. These towers were complete "one-off" structures built on "one-off" foundations that required extensive oversight and quality control. This project facilitated the Port Authority's ability to utilize the newly fielded "Super Tanker" into the Cerritos Channel of Long Beach.

QCS-3, SCE**Duration of Services: 6 months**

Scope of Work: In support of Southern California Edison's Major Project Operations Division, provided Quality Control oversight of (6) contractors supporting the reconductor of the Devers-Palo Verde 2 500kv circuit. The magnitude of this 500kv Reconductor operation cannot be overstated. Oversight included yard establishment, material QC, grounding plan review and implementation, helicopter operations, and day-to-day Quality Control oversight of all construction activities.

QCS-3, SCE**Duration of Services: 6 months**

Scope of Work: In support of SCE's Major Project Operations Division, provided Quality Control oversight of (8) contractors supporting the Valley-Triton 115kv Sub-transmission OH & UG Project. This "new-construction" effort consisted of 2 miles of Sub-transmission underground and 16 miles of Sub-transmission overhead construction. Oversight included yard establishment, material QC, grounding plan review and implementation, helicopter operations, Safety plan review and implementation, and day-to-day Quality Control oversight of all construction activities.



Tom Battaile III, PE, QSD/P, CPSWQ, CGP ToR

Mr. Battaile serves as Program Manager and Senior Engineer for the Bancroft Construction Services Stormwater Team. Mr. Battaile provides primarily Stormwater Pollution Prevention Plan (SWPPP) services, including development, management, and oversight of monitoring and implementation in the field for compliance with the California Construction General Permit for Stormwater Discharges (CGP). Mr. Battaile is responsible for overseeing Bancroft's engineering consulting staff, Qualified SWPPP Developers (QSDs) and Practitioners (QSPs), and Best Management Practice (BMP) Inspectors as they develop stormwater plans, prepare BMP designs, conduct inspections, communicate BMP recommendations, write reports, and provide correspondence to clients on small- and large-scale construction projects throughout California. Mr. Battaile has nearly 9 years of professional experience in the stormwater field, with an emphasis on SWPPP services for small- and large-scale construction projects. His experience also includes Contractor SWPPP Training, stormwater runoff sampling training, RUSLE2 program, Stormwater Multiple Application and Report Tracking System (SMARTS) project management, post-construction stormwater quality and Low Impact Development (LID) plans, water sampling, industrial facility stormwater BMP management, industrial wastewater (IWW) permit compliance for facilities, and general/individual National Pollutant Discharge Elimination System (NPDES) permit compliance.

Education

Bachelor of Science in Civil Engineering, University of California – Irvine, 2012

Certifications/Training

- CALIFORNIA REGISTERED CIVIL ENGINEER (PE) #90149
- QUALIFIED SWPPP DEVELOPER/PRACTITIONER (QSD/P) #25727
- CERTIFIED PROFESSIONAL IN STORMWATER QUALITY (CPSWQ) #1647
- CGP QSD/QSP TRAINER OF RECORD (CGP ToR)

Project Experience

Program Manager/Senior Engineer, 37+ projects to date, Southern California Edison (SCE) – Various Projects in Southern California

Schedule: May 2021 – Present (current), **Type of SWPPP:** Risk Level 1 and 2, LUP Type 1, ESCP

Scope of Work: Manage the stormwater team and provide on-call stormwater consulting and CGP compliance services as a subconsultant for 3 clients under SCE's Environmental Services Department (ESD). Provide QSP oversight services including preparation/review of SWPPP and ESCP inspection reports, site photographs, BMP recommendations, runoff sampling reports, and client correspondence for all projects. Provide QSD services including SWPPP development, close out packages (COI or NOT), final stabilization maps, RUSLE2 analysis, SMARTS annual reports, SWPPP map updates, amendments, etc. **Developed Bancroft Inspector Training Program.** Provided training and oversight for 10+ inspectors in the field. Project management (invoicing, client correspondence, budget management, team management, cost estimation/proposals, etc.).

Contract Manager/Senior Engineer, Southern California Edison, 10 projects to date

Schedule: January 2023 – Present (current)

Scope of Work: Manage the stormwater team and provide on-call stormwater consulting and CGP compliance services as a prime consultant for SCE's ESD. Provide QSD and QSP oversight services. Project management tasks. **Provided 2022 CGP Overview presentation to SCE's ESD Construction Stormwater staff and 5 consultant companies, each with multiple representatives.** Updated SCE's stormwater inspection form and system to include 2022 CGP requirements.

Stormwater Compliance Manager, California High-Speed Rail – Environmental Project and Construction Management (PCM) CP1

Schedule: June 2023 – Present (current)

Scope of Work: QSD, QSP oversight, and on-call stormwater consulting services. SWPPP management tasks and oversight of inspection team.

Bellefield 1 Gen-Tie Project, Wilson Construction, Mojave, CA

Schedule: June 2023 – Present (current), **Type of SWPPP:** LUP Type 1

Scope of Work: Prepared SWPPP for 90-acre transmission line project. Manage and provide oversight for QSP. Provide as needed QSD services. Project management tasks. Developed standard BMP sheets for various types of construction occurring in multiple locations on the project.

Project Manager/Senior Engineer, 8 projects to date, FJ Willert Contracting Company – Various Projects in San Diego County, CA

Schedule: November 2021 – Present (current), **Type of SWPPP:** Risk Level 1 and 2

Scope of Work: Manage stormwater team to provide QSD and QSP services. Prepared 3 C-SWPPPs and 3 SWPPPs, site specific risk assessments, COIs, amendments, SMARTS oversight, and annual reports. Project management tasks.

BMP Crew Assistant Project Manager, 30+ projects

Schedule: May 2021 – May 2023

Scope of Work: Proposals and cost estimation, financial reviews, SWPPP/ESCP plan review, BMP specification review, sustainable BMP research, scheduling, material orders/selection/applicability, coordination with suppliers, training of BMP crew on BMP fact sheets, manufacturer's recommendations, and installation instructions, and preparation of safety plans.

Aliso Creek Erosion Monitoring Plan, ICF, Lake Forest, CA

Prepared: September 2023

Scope of Work: Prepare Erosion Monitoring Plan to comply with the project's Streambed Alteration Agreement issued by the CA Dept. of Fish and Wildlife. Includes a project review, assessment of erosion control measures, monitoring schedule, rapid geomorphic assessments, baseline, storm event, and annual monitoring, and an adaptive management plan.

2022 California Stormwater Quality Association (CASQA) Conference – Presentation on “Big Picture BMPs”

Scope of Work: Prepared abstract and gave presentation at the 2022 Annual CASQA Conference in Palm Springs, CA. This presentation focused on the big picture of what the CGP is striving to accomplish, including sustainable BMP practices, EC-1 scheduling tips, and hydroseeding details for QSDs and QSPs, project owners, and contractors.

SCE, In-House Consultant Services, NPDES, Facility Stormwater, IWW, Utility Vault Permit, and MS4 Permit Compliance Support

Duration: 2013-2016, 2017-2019

Scope of Work: Worked with SCE NPDES Program Manager in SCE’s office 1-2 days per week to provide the following services.

- 1) **NPDES Permit Compliance** for facilities with individual and general NPDES permit coverage.
- 2) **Stormwater Management at SCE Facilities** including Stormwater Management Plan preparation, implementation, and management.
- 3) **Industrial Wastewater Permits Compliance** for facilities with industrial practices and significant sewer surcharge.
- 4) **Utility Vault Discharge Permit (Order WQ 2014-0174-DWQ) Compliance** including team management, oversight, sampling, and reporting.
- 5) **MS4 Permit Compliance** including maintenance and implementation of requirements in the
- 6) **Program Development:** assisted with the development of SCE programs and manuals for the Construction Stormwater, Facility Stormwater, IWW, and NPDES programs. Created tasks, deadlines, and alert schedules for SCE’s environmental management system.

Michael Baker Intl., Land Development Department, MS4 Permit Support, Plan Development, BMP Sizing/Design – Southern California

Duration: 2014-2016, 12/2017 – 1/2020

Scope of Work: Prepared Water Quality Management Plans (WQMPs) and Low Impact Development (LID) Plans for the Land Development Department at Michael Baker during preparation of grading plans to meet the requirements of MS4 Permits in Los Angeles, Orange, Riverside, and San Bernardino Counties. Coordinated with the Land Development team and used AutoCAD to determine stormwater drainage areas, conveyances, and feasible locations, design, and sizing for BMPs. Analyzed site plans, infiltration rates, landscape/irrigation plans, and potential pollutant sources to select and size BMPs according to the hierarchy defined within the applicable MS4 permit or agency design manual.

California Department of Transportation, Stormwater Data Report (SWDR) Preparation – Southern California

Duration: 2017-2019 (2 years)

Scope of Work: Worked with the stormwater design team at Michael Baker International to prepare multiple SWDRs in Project Initiation Document (PID), Project Approval/Environmental Document (PA/ED), and Plans, Specifications, and Estimate (PS&E) phases. This included reviewing the Caltrans Project Planning and Design Guide (PPDG) and applicable corridor studies to determine sizing, location, feasibility, alternatives, and cost of installing BMPs.

Lennar Homes, Housing Development Projects – Riverside County, California

Time on project: 12/2017 – 1/2020, **Size of Site:** typically 50+ acres, **Type of SWPPP:** Risk Level 1 & 2

Scope of Work: Worked with the stormwater team at Michael Baker International to provide QSP services, including stormwater runoff sampling, for multiple large housing development projects for Lennar Homes primarily in Riverside County, California.

Norbertine Fathers of Orange, Inc., St. Michael’s Abbey – Silverado, California

Time on project: 4/2014 – 8/2016, 12/2022 – 2/2023, **Size of Site:** 47 acres, **Type of SWPPP:** Risk Level 2

Scope of Work: Developed SWPPP and worked as primary QSP for 30 months. This included the full scope of Risk Level 2 QSP work, including stormwater runoff sampling, on a large construction site in hilly and rural terrain. Prepared Regional Board response and Notice of Termination package.

Southwest Gas, Highway 395 High Pressure Looping on La Mesa Road – Victorville, California

Construction Schedule: 6/2018 – 12/2018, **Size of Site:** 16 acres, 3-mile pipeline alignment, **Type of SWPPP:** LUP Type 1

Scope of Work: Provided QSP services, SWPPP maintenance, SMARTS maintenance, and Notice of Termination (NOT) preparation.

SCE, Chino System Split – Chino, California

Time on Project: 10/2015 – 8/2016, **Size of Site:** 7 acres, **Type of SWPPP:** Risk Level 2

Scope of Work: Developed SWPPP with site-specific Risk Assessment and provided QSP services, including contractor training and inspections.

SCE, Eastern Sierra Projects (3) – Bishop, Mammoth, and Lee Vining, California

Construction Schedule: 11/2014 – 9/2023, 12/2019 – 4/2022, and 4/2019 – 8/2023 (respectively)

Size of Sites: 17 acres, 4 acres, and 7 acres (respectively), **Type of SWPPP:** Risk Level 2, Risk Level 1, and Risk Level 2 (respectively)

Scope of Work: Worked with the stormwater team at Michael Baker International to provide as-needed QSP services for three projects in the Eastern Sierra (Bishop Service Center, Mammoth EOI Yard, and Lee Vining Substation).

SCE, Service Center Paving Projects – Southern California

Duration: 2013-2015, **Type of SWPPP:** Waiver, Risk Level 1

Scope of Work: Worked with the stormwater team at Michael Baker International to provide QSP services for multiple (6+) paving projects throughout Southern California.

Southern California Edison (SCE), Tehachapi Renewable Transmission Project (TRTP) Segment 6A, 6B, and 6C – Acton, California

Time on Project: 2014-2015, **Size of Site:** 113 structures (approximately 161 acres), **Type of SWPPP:** LUP Type 1 & 2

Scope of Work: Developed individual BMP implementation plans and “close-out” packages for large structure sites in challenging terrain crossing the jurisdiction of three regulatory agencies (Los Angeles RWQCB, Angeles National Forest, and California Public Utilities Commission). This included inspection of structure sites via 4x4 vehicle and helicopter, designing site-specific erosion and sediment controls to meet the requirements of all three regulatory agencies, using RUSLE2 to analyze BMP effectiveness and prove stabilization, and preparing reports for SCE to terminate permit coverage for each site.

JERAMIE ERNEST PATCH

Current address: 35163 lido Blvd Newark,CA 94560

Cell: (408)482-1788

Email: Jeramiepatch@yahoo.com

PROFILE

Hi my name is Jeramie patch. I have been working in the electrical trades for 25 years. I am the proud father of 4 children and have been married to the same woman for 27 years. My passions in life are the outdoors, fishing, skiing/snowboarding, electricity, and my cat. I'm currently 45 years old and have absolutely no physical health issues. I have been a home owner for 12 years and have lived in the Bay Area for approximately 23 years.

EXPERIENCE

WORK SUMMARY: ELECTRICIAN WITH 25 YEARS OF EXPERIENCE

CURRENT JOB TITLE: SHOP FOREMAN/ LEAD ELECTRICIAN

EDUCATION: HIGH SCHOOL DIPLOMA, PAST CERTIFICATION IN OPERATION OF ALL SIZES OF SCISSOR LIFTS/ JLG BOOM LIFTS, CONTRACTOR SAFETY TRAINING (2008), OSHA ABESTOS AWARENESS TRAINING-LEVEL 1 (2008), COMPLETED 2003 CODE CLASSES (2002), THREE YEARS IN SECONDARY STATE CERTIFICATION ELECTRICAL TRAINING VIA CONSTRUCTION CRAFT TRAINING CENTER

SKILLS: EFFICIENT IN CONDUIT BENDING . EXPLOSION PROOF ELECTRICAL SYSTEMS. TROUBLESHOOTING. PANEL MAKE UP.MARKET READY BUILD OUTS. CLEAN ROOM INSTALLATIONS. COMMERCIAL LIGHTING. ROOF PANEL INSTALLATION/ BRANCH FEEDERS. A/C UNIT INSTALLATION. BUILDING BONDING. SWITCH GEARS. LOAD CENTERS. BUCKET FABRICATIONS AND INSTALLATION, CHILLED WATER PLANT ELECTRICAL SYSTEMS, DISCONNECTS 30A-800A, AIR COMPRESSORS UP TO 800A, FIRE SUPPRESSION SYSTEMS FOR CLEAN ROOM TOOLS, HOT WORK AND MUCH MUCH MORE. IF THERE IS A TASK TO BE DONE I HAVE PROBABLY SEEN IT AND DONE IT.

TRANSPORTATION: 2007 CHEVY EXPRESS VAN 3/4 TON EQUIPPED WITH ADRIAN STEEL ROOF RACK, ADRIAN STEEL INTERNAL SHELVING SYSTEM AND EMT ROOF TOP CARRIER

TOOLS: ALL HAND TOOLS, METERS AND TRACERS,HILTI HAMMER DRILL,MECHANICAL LUG CRIMPING PLIERS(UP TO 3/0),SAWS/ JIG,CIRCULAR,VIBRATING,SAWS ALL,BAND SAW, GRINDER, DRILLS/ 18V IMPACT &DRILL, 12V IMPACT&DRILL, 120V DRILL,3/8 SOCKET SET, 1/2 SOCKET SET,TORQUE WRENCHES,ALLEN KEYS- SOCKET/ HAND,WHOLE SAWS 1/2-6",GREENLY KNOCKOUT SET,RATCHETING WIRE CUTTERS,PIPE BENDERS 1/2-1",FISH STICKS/FISH STEELS, 18V VACUUMPOE EQUIPMENT

WORK HISTORY:

2006-11/2023

FULCRUM BUILDERS INC 961 HAMLIN ST SAN JOSE 95112

TELL: (408)482-0640 DUSTIN HIGH

TITLE: SHOP FORMAN, LEAD ELECTRICIAN

DUTIES:MANAGE ALL ASPECTS OF ELECTRICAL AND NON ELECTRICAL COMMERCIAL PROPERTIES INSTALLATIONS AND INSPECTION'S INCLUDING ESTIMATES AND CUSTOMER INTERACTIONS. MANAGING OF PERSONNEL ON JOBS. INSTALLATION OF ELECTRICAL AND NON ELECTRICAL SYSTEMS.

2004 -2006

Farris electric , 834 jury ct. San Jose , ca tel: (408)287-1127 contact: Shane Lewis

Title: apprentice electrician

Duties: electrical installations , parts running

2003-2004 M&H plumbing / Zeus Electric San Jose ca

Title: M&H /apprentice plumber. Zeus electric-electrician

Duties: parts runner, shop organizer, installation/ soldering

1/2"-2in,installation of cast iron piping up to 6", pvc drain/ vent piping, installation of toilets/sinks/water heaters/ fixtures, install of natural gas lines, commercial and non commercial build outs.

Duties at Zeus electric: installation of commercial and residential electrical systems, wiring of home,residential service up grades, trouble shooting.

2000-2003 Sterling electric San Jose,ca

Title:apprentice electrician

Duties: wiring of clean rooms, commercial lighting systems, installation of panels (120/480v), conduit bending, installation of rigid conduit, installation of explosion proof systems, motor starters, transformers of all sizes, installation of wire mold, all aspects of electrical installations

7/1999-12/1999 California Security of Twain Harte Ca

Title: apprentice electrician

Duties: installation of low voltage wiring, sensors, and control panels throughout commercial and residential properties

6/1997- 6/2000 Buck electric co. Twain Harte ca

Title: apprentice electrician

Duties: The installation of wiring for new custom built homes, residential panel installation, home audio systems, all aspects of residential finish work and troubleshooting

References:

Dustin high (408) 482-0640

Steven Madrid (831)596-0547

Cody nails (408)417-4034

Armondo Antunes (408)915-1908

Derrick high (925)605-8738

Frank Diblasi (408)

EL CAMINO GENERAL ENGINEERING INC

(650) 690 – 6759 • 1212 Camellia Drive East Palo Alto, CA 94303 • elcaminogeneral@gmail.com
CSLB LIC#: A-102647 DIR:1000059345

OBJECTIVE

Experienced and detail-oriented Class A General Contractor with a strong background in asphalt restoration, sealcoating, striping, and ADA improvements across commercial, medical, and retail sites. Proven ability to manage teams, coordinate with stakeholders, and deliver projects on time and to specification. Known for ensuring safety compliance and high-quality results in all phases of construction.

CORE COMPETENCIES

Asphalt & Concrete Restoration
Sealcoating & Striping
ADA Compliance Improvements
Commercial Site Renovation
Project & Team Management
Vendor & Client Coordination
Blueprint & Specification Review

Religious & Institutional Facilities

- ☐ **St. Anne of the Sunset – San Francisco, CA**
850 Judah St – Asphalt paving and underground utility work.
- ☐ **St. Emydius – San Francisco, CA**
286 Ashton Ave – Full asphalt restoration, underground work, and sealcoating.
- ☐ **St. Monica – San Francisco, CA**
470 24th Ave – Asphalt work, underground repairs, and surface refinishing with sealcoat.
- ☐ **St. Thomas More – San Francisco, CA**
3801 Balboa St – Complete underground work and asphalt resurfacing.

Mobile Home Parks

- ☐ **1700 El Camino Real – South San Francisco, CA**
8,675 SF of 3" remove and replace (RR) asphalt.
- ☐ **325 Sylvan Ave – Mountain View, CA**
6,530 SF of 3" RR & 117,625 SF sealcoat/striping (Phase 1), plus 22,644 SF of 3" RR (Phase 2).
- ☐ **1080 San Miguel Rd – Concord, CA**
23,745 SF of 3" RR asphalt paving.
- ☐ **2499 E Gerard Ave – Merced, CA**
20,133 SF of 3" RR asphalt resurfacing.

Commercial Properties

- ☐ **Avis Car Rental – South San Francisco, CA**
230 Harbor Way –
 - 30,291 SF of 4" and 3" RR
 - 165,349 SF of sealcoating and striping.
- ☐ **Shopping Center – San Leandro, CA**
567 Floresta Blvd –
 - 21,000 SF of 2.5" RR
 - 273,000 SF of sealcoating and striping.

APPENDIX 2

Required Forms

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION (ISO CG 20 10 04 13 LANGUAGE)**

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL MULTILINE POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us. The written contract must be signed prior to the date of the LOSS or OCCURRENCE. The most we will pay on behalf of the additional insured is the lesser of the amount required by the contract or what is available under the limits of insurance shown in the declarations.	All locations where your ongoing operations are being performed for the additional insured persons or organizations shown in this Schedule except where otherwise excluded by the Policy or endorsements thereto.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for BODILY INJURY, PROPERTY DAMAGE or PERSONAL AND ADVERTISING INJURY caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or

agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to BODILY INJURY or PROPERTY DAMAGE occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of YOUR WORK out of which the injury or damage arises has been put to its intended use by any person or

organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section IV – LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf

All other terms and conditions of this Policy remain unchanged.

of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Endorsement Number:

Policy Number: 12EMP2306101

Named Insured: Surf to Snow Environmental Resource Management, Inc

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 05/05/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS
(ISO CG 20 37 04 13 LANGUAGE)**

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL MULTILINE POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us. The written contract must be signed prior to the date of the LOSS or OCCURRENCE. The most we will pay on behalf of the additional insured is the lesser of the amount required by the contract or what is available under the limits of insurance shown in the declarations.	All locations where YOUR WORK was performed for the additional insured persons or organizations shown in this Schedule except where otherwise excluded by the Policy or endorsements thereto.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for BODILY INJURY or PROPERTY DAMAGE caused, in whole or in part, by YOUR WORK at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the PRODUCTS-COMPLETED OPERATIONS HAZARD.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section IV – LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 12EMP2306101

Named Insured: Surf to Snow Environmental Resource Management, Inc

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 05/05/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL MULTILINE POLICY

The following is added to **SECTION V. COMMON CONDITIONS**, Paragraph **10. Other Insurance** and supersedes any provision to the contrary:

Primary And Non-contributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement signed prior to any occurrence or CLAIM under this policy that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 12EMP2306101

Named Insured: Surf to Snow Environmental Resource Management, Inc

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 05/05/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT AND
POLICY AGGREGATE LIMIT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLLUTION AND PROFESSIONAL LIABILITY FORM

Schedule

1. Designated Construction Project(s):
ALL PROJECTS
2. Policy Aggregate Limit: \$5,000,000

- A.** Subject to paragraph F. below, for all sums which the insured becomes legally obligated to pay as damages because of **BODILY INJURY** or **PROPERTY DAMAGE** to which this insurance applies and which can be attributed only to ongoing operations at a single designated construction project shown in the **Schedule** above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all such damages except damages because of **BODILY INJURY** or **PROPERTY DAMAGE** included in the **PRODUCTS-COMPLETED OPERATIONS HAZARD**, regardless of the number of:
 - a. Insureds;
 - b. **CLAIMS** made or **SUITS** brought; or
 - c. Persons or organizations making **CLAIMS** or bringing **SUITS**.
 3. Any payments made for such damages shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the **Schedule** above.
 4. The limits shown in the Declarations for Each Occurrence and for Damage To Premises Rented To You continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages because of **BODILY**

INJURY or PROPERTY DAMAGE to which this insurance applies and which cannot be attributed only to ongoing operations at a single designated construction project shown in the **Schedule** above:

1. Any payments made for such damages shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the PRODUCTS-COMPLETED OPERATIONS HAZARD is provided, any payments for damages because of BODILY INJURY or PROPERTY DAMAGE included in the PRODUCTS-COMPLETED OPERATIONS HAZARD will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit or the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **SECTION IV – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.
- F.** Regardless of the number of projects, CLAIMS, SUITS, OCCURRENCES or any other circumstance, the most we will pay under this insurance policy for all damages because of BODILY INJURY or PROPERTY DAMAGE to which this insurance applies is the Policy Aggregate Limit shown in the Schedule above. If no amount is shown, then the Policy Aggregate Limit shall be \$5,000,000.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 12EMP2306101

Named Insured: Surf to Snow Environmental Resource Management, Inc

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 05/05/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION– SPECIFIC PERSON OR ORGANIZATION
ENDORSEMENT**

This endorsement modifies insurance provided under the **Environmental Multiline Policy**

In consideration of the premium charged, it is hereby agreed that SECTION V, Conditions, paragraph 13. Subrogation is amended to include the following:

We agree to waive this right of subrogation against the person or organization shown in the Schedule below to the extent that you had, prior to an OCCURRENCE or CLAIM, a written agreement to waive such rights.

Name of Person or Organization:

Schedule

Any Person or Organization for whom you perform work under a written contract that requires you to obtain this agreement from us. The written contract must be effective prior to the date of the loss occurrence.

All other terms and conditions of this Policy remain unchanged.

Policy Number: 12EMP2306101

Named Insured: Surf to Snow Environmental Resource Management, Inc

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 05/05/2024



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

HOME OFFICE
SAN FRANCISCO

9368710-24

ALL EFFECTIVE DATES
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

NEW

EFFECTIVE October 16, 2024 AT 12:01 AM.
AND EXPIRING October 16, 2025 AT 12:01 AM

Greater Bay Area
5381644

SURF TO SNOW ENVIRONMENTAL

2246 CAMINO RAMON
SAN RAMON, CA 94583

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION
FOR WHOM THE NAMED INSURED
HAS AGREED BY WRITTEN
CONTRACT TO FURNISH THIS
WAIVER

BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: October 16, 2024

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Disclosure Statement for Limited Liability Companies

This Statement Shall be included with all Bid and Proposal Submissions

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

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

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

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

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

Signature: B. B.

Printed Name: Surf To Snow Environmental Resource Management, Inc. (S2S)

Title: CEO

Date: 6/5/2025