

Board Office Use: Legislative File Info.	
File ID Number	26-1344
Introduction Date	06-24-2026
Enactment Number	
Enactment Date	



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems and Services Officer
Pranita Ranbhise, Executive Director, Facilities Planning & Management

Board Meeting Date June 24, 2026

Subject Amendment No. 1 - Master Agreement for General Services – Terraphase Engineering, Inc.- Geotechnical and Geohazard Consulting Services –Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of **Amendment No. 1** to the **Master Agreement for General Services** by and between the **District and Terraphase Engineering, Inc., Oakland, CA**, for the latter to provide geotechnical and geohazard consulting services for the **Washington Early Child Development Center at Sankofa Campus**, in the not-to-exceed amount of **\$61,750.00**. The agreement shall commence on **June 25, 2026**, and shall end upon the completion of all assigned projects pursuant to the Agreement.

Discussion This Amendment is for Geotechnical and Geohazard Consulting Services for Washington Early Child Development Center at Sankofa Campus

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of Amendment No. 1 to the Master Agreement for General Services by and between the District and Terraphase Engineering, Inc., Oakland, CA, for the latter to provide geotechnical and geohazard consulting services for the Washington Early Child Development Center at Sankofa Campus, in the not-to-exceed amount of \$61,750.00. The agreement shall commence on June 25, 2026, and shall end upon the completion of all assigned projects pursuant to the Agreement.

Fiscal Impact

- Fund 12 – Oakland Children's Initiative

Attachments

- Amendment No. 1
- Routing Form
- File ID: 26-26-1305

AMENDMENT FOR PROJECT ASSIGNMENT

Pursuant to the Master Agreement for General Services (“Master Agreement”) between the Oakland Unified School District (“District”) and **Terraphase Engineering, Inc.** (“Contractor”) effective **June 25, 2026** (“Agreement”), the District and Contractor agree to amend the Master Agreement to add services for the **Washington Early Child Development Center at Sankofa Campus** (the “Project”).

1. **Services.** The terms of the Master Agreement are incorporated into, and govern, this amendment and apply to the Project except as may be provided otherwise by this amendment. Contractor shall perform the services selected under Section 1(a) for the Project in accordance with the terms and conditions of the Agreement and this Project Assignment (the “Services”) and as further described in Contractor's proposal attached hereto and incorporated herein as **Exhibit 1**. The Services shall include all labor, materials, supervision, equipment, and incidentals necessary to fully and properly perform the Services, and shall be completed (a) in accordance with the terms of this Agreement; (b) with the degree of skill, care, and diligence normally exercised by professionals in the same field; and (c) to the reasonable satisfaction of the District. The District retains the right to self-perform or to contract with others for services similar or identical to those provided under this Agreement. Any terms and conditions contained in Contractor’s proposal, other than those defining the scope of work and price, shall be of no force and effect.

a. **Scope of Services.**

Geotechnical Field Study / Geologic Hazard Study

Basic Services shall include a Geotechnical Field Study meeting the California Code of Regulations Title 24 requirements and/or a Geologic Hazard Study meeting the most recent Note 48 requirements of the California Geological Survey (“CGS”), as enforced by the Division of the State Architect (“DSA”). Services may include evaluation of site soil and groundwater conditions, seismic design parameters, preliminary corrosion evaluation, and related geotechnical and geologic consulting services.

Foundation Design Recommendations

Preparation of foundation design recommendations for buildings, including bearing and axial support capacities, minimum dimensions and embedment, and lateral load resistance, including friction coefficient and passive pressure recommendations.

Geohazard Report Preparation

Preparation of Geohazard Reports meeting applicable CGS and DSA requirements, including preliminary field activities, field exploration, laboratory testing, geologic/geohazard evaluations, and related consulting services.

Utility Locating / Underground Service Alert Coordination

Coordination of utility locating services, including subcontracted underground utility locating and coordination with Underground Service Alert.

Field Exploration Services

Field exploration services, including drilling borings, cone penetration tests (“CPTs”), exploratory excavations, and related exploration activities.

Included Basic Services may include:

- obtaining Alameda County Public Works Agency drilling permits;
- backfilling exploration points with cement grout;
- handling and drumming contaminated soils, if encountered; and
- coordination regarding contaminated soil disposal, subject to District approval.

CGS / DSA Coordination

Assistance with submission of geohazard reports to CGS and DSA, including:

- preparation of application materials;
- responses to CGS comments;
- and obtaining CGS acceptance letters.
- Applicable CGS application fees paid by Consultant may be reimbursable subject to the compensation provisions of this Project Assignment.

Supplemental Engineering Review Services

Supplemental engineering review and consultation services during design and DSA plan review phases, including plan review consultations requested by District.

Construction Oversight Services

Construction oversight services including:

- review of contractor submittals;
- observation of soil placement and compaction;
- evaluations required for DSA Form 293 and related DSA compliance activities.

Site Safety / Protection Plan Services

Preparation and implementation of site-specific safety procedures and protection plans relating to drilling, boring, excavation, or related field activities.

Other Services

Additional Services specifically described below and approved by the Parties:

N/A

2. **Compensation and Fee Schedule**

For Services satisfactorily performed, and based on invoices properly documented and submitted, Contractor shall be compensated in an amount not to exceed **Sixty-One Thousand Seven Hundred Fifty Dollars (\$61,750.00)**, which represents Contractor's estimate of the maximum total cost of Services for the Project, based on its fee stated in its proposal as shown in *Exhibit 1*. If contractor's proposal includes hourly rates it shall bill at such rates against the total not to exceed amount. The

foregoing not to exceed amount shall, if noted in the proposal, include contingency compensation in the event that more time and costs may be necessary to complete the services. Such contingency shall only be used at the District's consent if Contractor demonstrates additional costs due to additional work directed by the District beyond the scope of Services or a significant delay in the Project's completion date requiring extended services. Any unused contingency amount shall be retained by the District.

Reimbursables. Contractor's total reimbursement for reimbursable expenses shall not exceed the amount indicated on Contractor's proposal which is Contractor's estimate of the maximum total cost of Reimbursable Expenses on Project. If no such amount is indicated, no reimbursement shall be due.

3. This Project Assignment, together with the Agreement and incorporated documents expressly identified herein, constitutes the entire agreement of the Parties relating to the Project described herein.
4. Notwithstanding anything to the contrary in the Agreement, the term of the Agreement shall continue and apply to include such time as necessary to complete any project that is assigned under the Agreement.

[Signatures on following page]

DISTRICT:

Oakland Unified School District


Jennifer Brouhard, President,
Board of Education

Denise Saddler, Interim Superintendent & Secretary
of the Board of Education

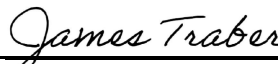


[Preston Thomas \(May 29, 2026 14:09:13 PDT\)](#)
Preston Thomas, Chief Systems & Services Officer

CONTRACTOR:


By: _____
Name: Alice Hale Price, PE
Title: Senior Principal Engineer
Date: 5/26/2026

Approval as to form:

 Date: 5/29/2026

James Traber, Esq.
Facilities Counsel

Exhibit 1

Chabot College, Biology Complex Phase 2, Hayward, CA	
<p>Role of Firm: Prime</p> <p>Staff Involvement & Roles: Jeff Raines, PE, GE (Client Manager)</p> <p>Dates of Services: June 2021 – Present</p> <p>Description: Terraphase performed the geotechnical investigation and prepared the Geotechnical Design and Geohazards report for Phase 2 of the Biology Complex at Chabot Community College. Jeff Raines of Terraphase has been working at Chabot College since 2007 and has prepared the geotechnical design reports for six buildings on Campus, as well as most of the athletic facilities and parking lots.</p>	<p>RELEVANCE TO THIS PROJECT</p> <ul style="list-style-type: none"> Geotechnical Investigation Geohazards and Design Report <p>CLIENT CONTACT</p> <p>Eric Barger (Vanir, Project Manager) 510-876-6029</p>
Terraphase Budget: \$45,000	Construction Dollar Value: \$47.9 million (both buildings)

2.5 Project Understanding

Based on review of the RFP and the provided site plan, it is our understanding the project will consist of the construction of three 2,900-s.f. modular buildings, containing a total of six transitional kindergarten-equivalent classrooms. Additionally, the existing CDC building located in the northeast corner of the campus will be demolished in order to extend the parking lot and drop-off area.

The purpose of our work is to provide conclusions and recommendations regarding the geologic and geotechnical aspects of the Site that may affect the proposed development. Our geotechnical investigation will be performed in accordance with the most recent Note 48 requirements of the CGS. We understand the project will be submitted under the 2025 California Building Code (CBC).

2.6 Scope of Work

Our proposed scope of work includes:

2.6.1 Preliminary Work

- Reviewing readily available literature and maps to obtain background information on regional geology, site development, seismicity, and groundwater.
- Preparing applications for and obtaining applicable drilling permits from the Alameda County Department of Environmental Health.
- Performing a Site reconnaissance, marking out the Site, and contacting Underground Service Alert of Northern California (USA) to locate onsite public utility lines.
- Additionally, a private geophysical utility locator will be subcontracted to provide additional subsurface scanning to identify detectable underground utilities within the vicinity of the planned explorations. In the event a utility conflict is found, our exploration location(s) will be adjusted accordingly to avoid damage to the identified utility.

2.6.2 Field Investigation – Preliminary Geotechnical Subsurface Explorations

- Advancement of three geotechnical soil borings utilizing a subcontracted track- or truck-mounted drilling rig equipped with hollow stem augers, and hand tools/manual methods. A hand auger will be utilized when feasible in the upper 5 feet to provide additional mitigation against potential damage to existing subsurface utilities, if present. Additionally, three hand advanced borings will be performed in the building cluster area.
 - One boring (building cluster area) will be advanced to a depth of approximately 50 feet below ground surface (bgs) or refusal.
 - Two borings will be advanced to a depth of approximately 20 feet bgs or refusal.
 - Three hand advanced borings will be advanced to a depth of 5 feet bgs or refusal.

- Advancement of two Cone Penetration Tests utilizing a subcontracted track- or truck-mounted rig. A hand auger boring will be used to advance the initial 5 feet to provide additional mitigation against potential damage to existing subsurface utilities, if present.
- One CPT probe (building cluster area) will be advanced to a depth of approximately 100 feet bgs. Shear wave velocity testing will be performed at 5-foot intervals to generate a V_s100 value for the soil profile.
- One CPT probe (CDC building to be demolished) will be advanced to a depth of approximately 100 feet bgs. Shear wave velocity testing will be performed at 5-foot intervals to generate a V_s100 value for the soil profile.
- Logging of the borings by an engineer or geologist under the oversight of a California Professional Certified Engineering Geologist or Geotechnical Engineer for the purpose of characterizing subsurface materials and groundwater/seepage conditions.
- Collecting samples from the borings and transporting them to a subcontracted geotechnical laboratory for testing.
- Borings will be backfilled in accordance with the approved permit requirements under the supervision of the Alameda County Inspector and patched to match the existing surface. Asphaltic concrete surfaces will be patched with Aquaphalt®. Excess soil cuttings will be removed from the site. If contaminated soils are encountered, the District will be notified, and upon approval, soils will be drummed and tested for disposal.

2.6.3 Geotechnical Laboratory Testing

Laboratory testing will be conducted on selected samples from the subsurface explorations to classify and evaluate the engineering properties of the encountered materials. Testing will be performed in accordance with the specifications of the American Society for Testing and Materials (ASTM) and Caltrans Test Methods (CTM). The following laboratory tests may be performed on selected soil samples encountered during the exploration.

- Atterberg Limits
- Direct Shear
- Moisture Content
- Soluble sulfate and corrosion analysis
- Materials Finer than No. 200 Sieve
- Particle-size distribution (gradation of soils)
- Expansion Index

Laboratory testing for chemical properties associated with any hazardous materials or substances that may be encountered is not included within this scope of services; in the event soil exhibits evidence of environmental contamination, additional fees for handling of the materials may apply.

2.6.4 Engineering Review and Preliminary Report Preparation

The results of our field and laboratory programs will be evaluated and presented in a written report summarizing our conclusions and recommendations regarding the following:

- Subsurface conditions beneath the Site, including groundwater levels, if encountered.
- Potential geologic and seismic hazards, including liquefaction potential.
- Site-specific seismic design parameters in accordance with 2025 CBC.
- Excavation characteristics.
- Settlement considerations.
- Site preparation and grading.
- Temporary excavations and temporary shoring recommendations.
- Lateral earth pressures.
- Preliminary geotechnical design parameters for:
 - a. Bearing capacity.
 - b. Resistance to lateral loads.
 - c. Coefficient of friction and passive resistance.
 - d. Modulus of subgrade reaction.
 - e. Deep foundations, as appropriate.
- Expansive soils.
- Soil corrosivity.

- Geotechnical observations and testing.

Our preliminary recommendations will be consistent with sound engineering and geologic practices. They shall incorporate federal, state, and local laws, codes, ordinances, and regulations which, in our professional opinion, are applicable at the time that our professional services are rendered.

2.6.5 Response to Comments

This proposal includes review and response to up to one round of formal review comments by a reviewing agency, and a response to comments letter and/or revised geotechnical investigation report. If needed, a scope and fee to address additional rounds of comments by a reviewing agency may be provided upon request.

2.6.6 CGS Application & Fee

We understand the District requests the geotechnical consultant to prepare and submit the CGS Form 1A for assessment of the prepared geohazard/geotechnical investigation report. Terraphase will complete CGS Form 1A and pay the application fee, this has been included in our budget.

2.6.7 Project Management & Oversight

We propose primary project management duties be performed by Joe Schmidt, PE (WA/OR), with technical assistance from Greg Wilson, PG, CEG, and Christina Tretinjak, PG, CEG. Andy Guatelli, PE, GE, will provide principal-in-charge technical support and oversight throughout the project.

2.6.8 Construction Phase Geotechnical Services

Terraphase's teaming partner, CTS, will provide on-call compaction testing services during construction. As shown in the attached resumes, CTS specializes in special inspections and can provide concrete and steel special inspections in addition to soil compaction control. Terraphase assumes that a total of up to 12 half days of on-call compaction testing and associated compaction reports will be required. These services will be billed on a time and material basis in accordance with CTS's fee schedule included below.

2.6.9 Anticipated Schedule

We are prepared to begin our services upon receiving written authorization. We have outlined an anticipated schedule below. This schedule may need to be adjusted depending on Terraphase personnel and subcontractor availability, Site access constraints, and geotechnical laboratory workload and timelines. All times are referenced from the day authorization/notice to proceed is provided. The scheduling of our fieldwork will be dependent on school activities and may need to be performed on days when students are not on campus. Based on the anticipated notice to proceed June 25, 2026 (tentative per RFP) the fieldwork will likely be able to be completed prior to the start of the school year on August 10th. In the event fieldwork cannot be completed by this date Terraphase will coordinate with the school district to determine the schedule of field work. Fieldwork can be performed on the weekends for additional cost which would be applied to the contingency budget.

- Alameda County Drilling Permit application preparation activities will commence immediately upon receipt of written notice-to-proceed. Based on our experience, permit applications may take approximately 10 business days to be processed; however, this is an estimate and processing times vary by county and office.
- Mark-out of the proposed subsurface exploration locations can be completed within approximately 1½ weeks following written receipt of notice-to-proceed.
- Geotechnical fieldwork can be scheduled within approximately 2 weeks following completion of mark-out activities, depending on subcontractor availability, permit issuance, and site access.
- Geotechnical laboratory testing can be completed within approximately 2 weeks following the completion of fieldwork but is dependent on the schedule of the subcontracted labs.
- The final report can be submitted within approximately 2 weeks following the completion of laboratory testing.

Terraphase will make every effort to provide our client with the most efficient schedule feasible and can provide preliminary information throughout our reporting process to aid the project design.

2.6.10 Assumptions

Terraphase has developed this scope of work and the cost estimate under the following assumptions:

- The District and/or facilities personnel will provide access to the Site as required. Work hours will be during normal daylight business hours, Monday – Friday, between 7:00AM PDT and 5:00PM PDT. If after-hours or weekend work becomes required, subcontracted and Terraphase field labor costs will be subject to a 1.5x surcharge in accordance with the master services agreement.
- Explorations will be located in such a manner to avoid conflicts with existing underground utilities as delineated by the Underground Service Alert of Northern California and the findings of the subcontracted private locator.
- Fieldwork (drilling and sample collection) can be completed over the course of two working days.
- A Terraphase representative will be onsite while work is being conducted by the subcontracted private locator and driller. A Terraphase representative will not be present during USA locate works.
- The drilling subcontractor costs are valid for up to 90 days; Terraphase fixed fee budget is valid through the end of 2026.
- No structures or subterranean structures (e.g., buildings, basements, underground parking, etc.) are planned as part of this development.
- The quantity and type of geotechnical laboratory tests are subject to change depending on actual subsurface conditions encountered.
- Final report will be reviewed and stamped by a California Geotechnical Engineer and Engineering Geologist.
- The scope and fee presented herein includes responding to one round of formal comments by a reviewing agency via a response to comments letter and/or a revised geotechnical report. Our budget includes up to 4 hours of review time for Andy Guatellia and Joseph Schmidt. If additional review is needed, a scope and fee to address additional rounds of comments by a reviewing agency may be provided upon request.
- Our budget estimate is based on understanding the project is subject to California Prevailing Wage requirements; however, Terraphase staff and our subcontracted private locators are conducting professional services which are not subject to prevailing wage requirements. Additional fees shall apply if the District requires prevailing wage for professional staff.
- Rates for Terraphase labor are applicable to both weekday and weekend work. Rates for subcontractors will include a surcharge for weekend work.
- Attendance of ongoing or weekly meetings is not included in this scope of work. If regular meeting attendance is requested, Terraphase can provide a scope and budget for those services.

3 Litigation History

There are no judgments against Terraphase nor any other evidence of liability of Terraphase during the past 5 years preceding this response to the RFQ.

Terraphase’s 5-year summary of litigation, arbitration, and negotiated/settled history with previous clients is provided below.

Entity Bringing Suit: Terraphase Engineering Inc.	
Complaint:	Breach of contract
Accusation:	Contract was breached; client did not inform Terraphase of any issues with invoices and failed to pay them.
Outcome:	Dispute is currently active.

4 Professional Fees

4.1 Cost Estimate - Geotechnical Investigation

We propose to complete geotechnical investigation work described herein on a not-to-exceed cost of \$61,750 consisting of a fixed-fee cost for base services of \$56,137, and an as-needed 10 percent contingency of \$5,614. Our breakdown of fees for the geotechnical investigation are presented in the table below. Construction phase support services will be billed on a time and materials basis in accordance with CTS’s fee schedule. We have included 12 half-days to cover compaction testing for the project. The estimated costs for construction phase services are included in table below.

Task	Terraphase Cost	Subcontracted Costs*	Total Costs
1 – Preliminary Work	\$2,664	\$2,178	\$4,842
2 – Subsurface Exploration Fieldwork & Supplies	\$4,487	\$26,711	\$31,198
3 – Geotechnical Laboratory Testing	\$761	\$2,778	\$3,539
4 – Geotechnical Reporting	\$8,743	N/A	\$8,743
5 – Response to Comments	\$2,149	N/A	\$2,149
6 – CGS Application & Fee	\$385	\$5,280	\$5,665
7 – 10% Contingency (As-Needed)	\$5,614	N/A	\$5,614
Geotechnical Investigation Total:	\$24,804	\$36,946	\$61,750
Construction Phase Support (Time & Materials)	Trip/Test Cost	Anticipated Trips/Tests	Estimated Cost
Compaction Testing	\$800	12	\$9,600
Laboratory Testing (Modified Proctor)	\$400	1	\$400

*Subcontracted Costs Include 10% Mark-Up

After hours and/or weekend field costs will be subject to a 1.5X surcharge

4.2 Subconsultant Fee Schedule

* FIELD INSPECTION AND LABORATORY SERVICE	Standard Rate/Hour	Discounted Rate/Hour
ICC Bolting Inspector/ICC Welding Inspector	\$276.00	\$155.00
CWI Certified Welding Inspector	\$200.00	\$180.00
Nondestructive Testing - UT, MT, PT	\$280.00	\$155.00
ICC Welding/NDT Combination	\$300.00	\$180.00
CWI/NDT Combination	Quote	
Steel Shop Inspections - Outside Northern California	\$275.00	
Batch Plant Inspection	\$200.00	\$155.00
Concrete ACI Sampling	\$276.00	\$155.00
Concrete ICC/ACI-II (Rebar/Placement)	\$276.00	\$155.00
Concrete Post-Tensioning (PT)	\$275.00	\$155.00
Shotcrete Inspection	\$276.00	\$155.00
Fiber-Reinforced Polymer (FRP) Concrete Inspection	\$275.00	
Masonry Inspection	\$276.00	\$155.00
DSA Masonry Inspection	\$275.00	\$180.00
Fireproofing (Thickness/Density)	\$276.00	\$155.00
Firestopping (ICC/IFC)	\$330.00	
Shear Wall Nailing/Framing/Hold Downs	\$275.00	\$155.00
Soil Technician with Nuclear Gauge and/or Sand Cone (portal-to-portal)	\$275.00	\$180.00
Hot Mix Asphalt Technician (portal-to-portal)	\$276.00	\$155.00
Shoring/Soldier Pier Inspection	\$275.00	
Drilled Pier Inspection	\$275.00	\$155.00
Roofing and Weatherproofing/Waterproofing Inspection	\$870.00	
NACE Coating Inspection - Level I	\$275.00	
NACE Coating Inspection - Level II	\$330.00	
NACE Coating Inspection - Level III	\$398.00	
Medical Gas ASSE 6020	\$330.00	
Multi-Disciplined Inspector	\$276.00	\$155.00
Specialty Inspector (where certification not listed above is required)	\$275.00	
Field Inspector with Special Enhancement	\$325.00	
Safety Manager/Safety Inspector/JSAS	\$572.00	
Laboratory Technician	\$275.00	
Laboratory Technician - Sample Transportation	Quote	
Specialty Sample Preparation Time	\$275.00	

5 Additional Data

Resumes and copies of professional licenses for Alice Hale Price, PE, ENV SP; Andy Guatelli, PE, GE; Greg Wilson, PG, CEG; Joseph Schmidt, PE (WA/OR); and Tina Tretinjak, PG, CEG; are provided in Attachment 2.

5.1 Subcontractors

Terraphase plans to incorporate subcontractors and subconsultants with a proven track-record of successful collaboration. Our selection of subcontractors and subconsultants is highly dependent on the specific scope of work, site-specific field considerations, and availability to meet the District's timeline. Terraphase has identified our frequent teaming partners for geotechnical engineering projects below.

- **Drillers (C-57 License):** Pitcher Drilling, Baja Exploration (certified small business enterprise registered with the State of California), Gregg Drilling
- **Private Utility Locators:** Del Secco (Alameda County non-certified local), Advanced Geological Services
- **Geotechnical Laboratories:** Cooper Testing Laboratories
- **On-Call Compaction Testing:** CTS

5.2 Corporate Certifications & Local Participation

- Terraphase is a **City of Oakland certified Local Business Enterprise (LBE)**, eligible to help the District meet its participation goals for local, small, and disadvantaged business programs. Terraphase envisions that Terraphase staff would conduct at least 50 percent of the services conducted under this master services contract, and thereby, would **fulfil the modified 50 percent cumulative local business participation requirement** identified in the RFQ.¹
- We routinely complete and submit the Local Business Participation Worksheet, meeting OUSD's requirements under District policies for SLBE/LBE/SLRBE participation.

5.3 Commitment to Health, Safety, and Quality

- Terraphase has an internal Quality Management Program that enforces rigorous QA/QC across all projects, with technical discipline groups, a technical reviewer program, standard operating procedures, and technical editing of all client documents.
- We develop site-specific health and safety plans for every project involving field work. Our plans address project hazards, regulatory requirements, and include comprehensive training and emergency protocols for protecting workers, the public, and adjacent school communities.

5.4 Community Engagement and Social Responsibility

- Terraphase empowers all staff to serve the community by providing paid volunteer hours and supporting environmental and educational programs. Our company sponsors charitable events and annually contributes to local non-profits.
- We established the Terraphase Engineering and Science Scholarship Fund (a 501(c)(3) organization) to help students pursue environmental science and engineering degrees. To date, we have awarded over \$90,000 in scholarships, including scholarships to OUSD graduates.

¹ As noted in the RFQ, the modified Cumulative Local Business Participation requirement is inclusive of Small Local Business Enterprise (SLBE) and/or Local Business Enterprise (LBE) Participation for projects that exceed the California Department of Education threshold of \$119,100 for calendar year 2026.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) or Organization(s) Where Required By Written Contract</p>
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SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Where Required by Written Contract

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of “your work” for that person or organization performed by you, or by those acting on your behalf.
- B. As respects additional insureds as defined above, this insurance also applies to “bodily injury” or “property damage” arising out of your negligence when the following written contract requirements are applicable:
 - 1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 - 2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of “your work” performed under a written contract with that person(s) or organization(s).
 - 3. The term “additional insured” is used separately and not collectively, but the inclusion of more than one “additional insured” shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Washington Early Child Development Center at Sankofa Campus	Site	918
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Terraphase Engineering, Inc.	Agency's Contact	Alice Hale Price		
OUSD Vendor ID #	004240	Title	Principal Engineer		
Street Address	1300 Clay Street	City	Oakland	State	CA Zip 94612
Telephone	510-645-1850	Policy Expires			
Contractor History	Previously been an OUSD contractor?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
OUSD Project #	25072				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-25-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2028
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$61,750.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9186/8500	Fund 21/OCI	120-9186-0-8500-8500-6265-161-9180-8500-9999-25072	6265	\$61,750.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning & Management Facilities				
	Signature <i>Pranita Ranbhise</i>	Date Approved	05/29/2026		
2.	Counsel, Department of Facilities Planning and Management				
	Signature <i>James Traber</i>	Date Approved	5/29/2026		
3.	Chief Systems and Services Officer				
	Signature <i>[Signature]</i>	Date Approved	05/29/2026		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

FILE ID 26-1305

Board Office Use: Legislative File Info.	
File ID Number	26-1305
Introduction Date	06-24-2026
Enactment Number	
Enactment Date	



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems and Services Officer
Pranita Ranbhise, Executive Director, Facilities Planning & Management

Board Meeting Date June 24, 2026

Subject Master Agreement for General Services – Terraphase Engineering, Inc.- Geotechnical and Geohazard Consulting Services – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of a **Master Agreement for General Services** by and between the **District** and **Terraphase Engineering, Inc., Oakland, CA**, for the latter to provide geotechnical and geohazard consulting services at various school sites, in the not-to-exceed amount of \$0. The agreement shall commence on June 25, 2026, with an anticipated end date of June 30, 2028.

Discussion Consultant was selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

100%

LBP (Local Business Participation Percentage)

Recommendation Approval by the Board of Education of a Master Agreement for General Services by and between the District and Terraphase Engineering, Inc., Oakland, CA, for the latter to provide geotechnical and geohazard consulting services at various school sites, in the not-to-exceed amount of \$0. The agreement shall commence on June 25, 2026, with an anticipated end date of June 30, 2028.

All Funds:

Fiscal Impact

- 01 General Fund;
- 14 Deferred Maintenance
- 21 Building Fund
- 25 Developer Fees
- 35 County Schools Facilities
- 40 Special Reserve for Capital Outlay Projects

Attachments

- Justification Form
- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

- Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

Consultant was selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

**OAKLAND UNIFIED SCHOOL DISTRICT
MASTER AGREEMENT FOR GENERAL SERVICES**

This Master Agreement for General Services (“Agreement”) is made and entered into effective **June 25, 2026** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Terraphase Engineering, Inc.** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide geotechnical and geohazard consulting services for the District from time to time pursuant to written project assignments executed by the Parties substantially in the form attached hereto as **Exhibit A** (each, a “Project Assignment”). Each Project Assignment shall identify the applicable services to be performed by Contractor (the “Services”), the applicable compensation, schedule, deliverables, and any project specific requirements. Contractor shall perform the Services (a) in accordance with the terms and subject to the conditions set out in the Project Assignment and this Agreement; (b) using personnel of required skills, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with the highest professional standards in Contractor’s field; and (e) to the reasonable satisfaction of the District. Notwithstanding anything to the contrary, nothing in this Agreement shall be construed to prevent the District from itself performing services or from acquiring services from other providers that are similar to or identical to the Services. The Services are to be provided for any project described in an executed Project Assignment amendment (“Project”). This Agreement may be amended from time to time to include additional Services.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The term of this Agreement shall begin on **June 25, 2026**, and shall end on **June 30, 2028** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. District may extend the Term for up to three (3) additional one-year periods by providing written notice to Contractor. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** District may terminate this Agreement at any time by giving thirty (30) days advance written notice to Contractor. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a

receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** In consideration of the Services to be performed under this Agreement, District shall pay Contractor for Services satisfactorily rendered pursuant to this Agreement in the amounts stated in any executed Project Assignment. Unless otherwise indicated in a Project Assignment, the Fees shall be payable in monthly installments. Contractor shall provide monthly invoice of the Fees to District for Services rendered accompanied by documentation reasonably requested by District evidencing all charges, and District shall pay the undisputed amounts of such invoices within sixty (60) days of receipt of the invoice. Contractor shall not submit its invoices to District more frequently than monthly. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

The Fees shall cover and include all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable by Contractor and/or District under this Agreement, and in no event shall District be required to pay any additional amount to Contractor in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Contractor's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5.1 **Reimbursement for Certain Expenses.** Expenses will not be charged for Contractor's performance of these Services, with the exception of any listed in any executed Project Assignment.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all

tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*; and (iv) professional liability insurance covering errors and omissions in the amount of \$1,000,000 per occurrence. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. Unless required by law, District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Before performing any Services, Contractor shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit B*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

12. **Reserved.**

13. **Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the District’s governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person

to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement ("Documents") shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's

behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents ("Intellectual Property") not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Any terms and conditions contained in Contractor's proposal, other than those defining the scope of work and price, shall be of no force and effect.

29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

33. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees

related to the mediation.

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises (“DVBE”) certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District’s versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District requires Contractor to comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Reserved.**

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District’s governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor “*is*” a resident of the State of California.

Address for District Notices:

Address for Contractor Notices:

Oakland Unified School District 955 High Street Oakland, CA 94601 Attn: Preston Thomas	Terraphase Engineering, Inc. 1300 Clay Street, Suite 1000 Oakland, CA 94612 Attn: Alice H. Price
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* * * * *

DISTRICT:

Oakland Unified School District

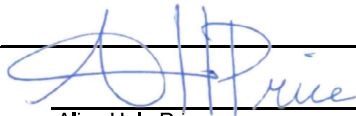
Jennifer Brouhard, President,
Board of Education

Denise Saddler, Interim Superintendent & Secretary
of the Board of Education



Preston Thomas, Chief Systems & Services Officer

CONTRACTOR:


By: _____
Name: Alice Hale Price
Title: Senior Principal Engineer
Date: 5/21/2026

Approval as to form:

 Date: 5/22/2026

James Traber, Esq.
Facilities Counsel

EXHIBIT A

FORM OF AMENDMENT FOR PROJECT ASSIGNMENT

Pursuant to the Master Agreement for General Services (“Master Agreement”) between the Oakland Unified School District (“District”) and [REDACTED] (“Contractor”) effective [REDACTED], 20 [REDACTED] (“Agreement”), the District and Contractor agree to amend the Master Agreement to add services for the [REDACTED] project (the “Project”).

1. **Services.** The terms of the Master Agreement are incorporated into, and govern, this amendment and apply to the Project except as may be provided otherwise by this amendment. Contractor shall perform the services selected under Section 1(a) for the Project in accordance with the terms and conditions of the Agreement and this Project Assignment (the “Services”) and as further described in Contractor’s proposal attached hereto and incorporated herein as *Exhibit 1*. The Services shall include all labor, materials, supervision, equipment, and incidentals necessary to fully and properly perform the Services, and shall be completed (a) in accordance with the terms of this Agreement; (b) with the degree of skill, care, and diligence normally exercised by professionals in the same field; and (c) to the reasonable satisfaction of the District. The District retains the right to self-perform or to contract with others for services similar or identical to those provided under this Agreement. Any terms and conditions contained in Contractor’s proposal, other than those defining the scope of work and price, shall be of no force and effect.

a. Scope of Services.

Geotechnical Field Study / Geologic Hazard Study

Basic Services shall include a Geotechnical Field Study meeting the California Code of Regulations Title 24 requirements and/or a Geologic Hazard Study meeting the most recent Note 48 requirements of the California Geological Survey (“CGS”), as enforced by the Division of the State Architect (“DSA”). Services may include evaluation of site soil and groundwater conditions, seismic design parameters, preliminary corrosion evaluation, and related geotechnical and geologic consulting services.

Foundation Design Recommendations

Preparation of foundation design recommendations for buildings, including bearing and axial support capacities, minimum dimensions and embedment, and lateral load resistance, including friction coefficient and passive pressure recommendations.

Geohazard Report Preparation

Preparation of Geohazard Reports meeting applicable CGS and DSA requirements, including preliminary field activities, field exploration, laboratory testing, geologic/geohazard evaluations, and related consulting services.

Utility Locating / Underground Service Alert Coordination

Coordination of utility locating services, including subcontracted underground utility locating and coordination with Underground Service Alert.

Field Exploration Services

Field exploration services, including drilling borings, cone penetration tests (“CPTs”), exploratory excavations, and related exploration activities.

Included Basic Services may include:

- obtaining Alameda County Public Works Agency drilling permits;
- backfilling exploration points with cement grout;
- handling and drumming contaminated soils, if encountered; and
- coordination regarding contaminated soil disposal, subject to District approval.

CGS / DSA Coordination

Assistance with submission of geohazard reports to CGS and DSA, including:

- preparation of application materials;
- responses to CGS comments;
- and obtaining CGS acceptance letters.
- Applicable CGS application fees paid by Consultant may be reimbursable subject to the compensation provisions of this Project Assignment.

Supplemental Engineering Review Services

Supplemental engineering review and consultation services during design and DSA plan review phases, including plan review consultations requested by District.

Construction Oversight Services

Construction oversight services including:

- review of contractor submittals;
- observation of soil placement and compaction;
- evaluations required for DSA Form 293 and related DSA compliance activities.

Site Safety / Protection Plan Services

Preparation and implementation of site-specific safety procedures and protection plans relating to drilling, boring, excavation, or related field activities.

Other Services

Additional Services specifically described below and approved by the Parties:

[Insert any additional Services...]

2. Compensation and Fee Schedule

For Services satisfactorily performed, and based on invoices properly documented and submitted, Contractor shall be compensated in an amount not to exceed _____ Dollars and ___/100 (\$_____), which represents Contractor’s estimate of the maximum total cost of Services for the Project, based on its fee stated in its proposal as shown in *Exhibit 1*. If contractor’s proposal includes hourly rates it shall bill at such rates against the total not to exceed amount. The foregoing

not to exceed amount shall, if noted in the proposal, include contingency compensation in the event that more time and costs may be necessary to complete the services. Such contingency shall only be used at the District's consent if Contractor demonstrates additional costs due to additional work directed by the District beyond the scope of Services or a significant delay in the Project's completion date requiring extended services. Any unused contingency amount shall be retained by the District.

Reimbursables. Contractor's total reimbursement for reimbursable expenses shall not exceed the amount indicated on Contractor's proposal which is Contractor's estimate of the maximum total cost of Reimbursable Expenses on Project. If no such amount is indicated, no reimbursement shall be due.

3. This Project Assignment, together with the Agreement and incorporated documents expressly identified herein, constitutes the entire agreement of the Parties relating to the Project described herein.

[Signatures on following page]

DISTRICT:

Oakland Unified School District

Jennifer Brouhard, President,
Board of Education

Denise Saddler, Interim Superintendent & Secretary
of the Board of Education

Preston Thomas, Chief Systems & Services Officer

Approval as to form:

James Traber, Esq.
Facilities Counsel

CONTRACTOR:

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT B

Fingerprinting Notice and Acknowledgement Form

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as an Officer *[insert "owner" or officer title]* of Terraphase Engineering, Inc.
[insert name of business entity], have read the foregoing and agree that Terraphase Engineering, Inc.
[insert name of business entity] will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: May 5, 2026

Name: Hank A. Galindo

Signature:  _____

Title: Chief Human Resources Officer

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

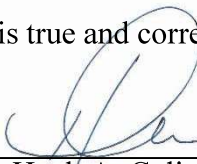
Entity Name: Terraphase Engineering Inc.
Date of Entity's Contract with District: _____
Scope of Entity's Contract with District: Master Services Agreement - Geotechnical

I, Hank A. Galindo [insert name], am the CHRO [insert "owner" or officer title] for Terraphase Engineering Inc. [insert name of business entity] ("Entity"), which entered a contract on _____, 2026, with the District for Oakland Unified.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: May 5, 2026

Signature: 
Typed Name: Hank A. Galindo
Title: CHRO
Entity: Terraphase Engineering Inc.

April 30, 2026

Preston Thomas, Chief Systems and Services Officer
 Oakland Unified School District
 Department of Facilities Planning and Management
 955 High Street
 Oakland, California 94601

Submitted via email to: colland.jang@ousd.org, juanita.hunter@ousd.org

Subject: Qualifications and Proposal for Geotechnical and Geohazard Consulting Services at Various School Sites, Project No. 25117

Dear Mr. Thomas:

On behalf of Terraphase Engineering Inc. (Terraphase), we are pleased to submit our Statement of Qualifications and Fee Proposal in response to the Oakland Unified School District’s (OUSD) Request for Qualifications and Proposals (RFQ) for Geotechnical and Geohazard Consulting Services at Various School Sites. We have developed the attached proposal based on the RFQ and Addendum 1, which is hereby acknowledged as received.

We routinely deliver technical solutions that address seismic, geotechnical, and environmental complexities found at legacy school and public agency sites. Our in-house experts have deep experience in site investigation, shoring design, health and safety plan development, and regulatory compliance for projects with underground risks, historical designations, and adjacent occupied schools—a combination uniquely suited for this critical OUSD assignment.

Our local team, including California-registered geotechnical engineers and certified engineering geologists, leverages decades of success advising public school districts on hazardous demolition, geohazard investigation, site stabilization solutions, and effective community safety strategies. We employ proven project management protocols, advanced digital field data capture, and peer-reviewed quality control for reliable and safe delivery from initial exploration through site remediation and closure.

Company Information

Legal Name of Firm:	Terraphase Engineering Inc.	Website:	https://terraphase.com/
Address (Headquarters):	Terraphase Oakland, 1300 Clay Street, Suite 1000, Oakland, CA 94612		
Telephone:	(510) 645-1850	Email:	alice.hale.price@terraphase.com
Federal Tax ID:	27-3543127	State Tax ID:	C3319377
Type of Organization	Private Corporation	Tax Classification:	S Corporation

Terraphase is headquartered in Oakland and is a City of Oakland certified local business. Our families have been educated through the OUSD program, and we are proud to have worked with the District on multiple projects over the last ten years.

Experience and Background

Terraphase has provided environmental and geotechnical investigation services to 50+ California K-12 and community college districts and charter schools in support of local and state bond programs for new development and modernization projects. Terraphase has worked closely with District staff on projects at multiple campuses, including California Environmental Quality Act (CEQA) documentation and environmental site assessments and investigations. Terraphase conducted environmental and/or geotechnical investigations at 10 District campuses, including current support for the geotechnical investigation for the CCPA Expansion Project, and environmental investigation and DTSC coordination for the McClymonds High School Modernization Project and Garfield Elementary School Expansion

Project. We will use our experience with the District to help streamline the geotechnical and geohazard assessment process.

The Terraphase project team supporting this project includes:

- **Alice Hale Price**, PE (Client Manager). Ms. Hale Price is an experienced project manager for environmental assessment projects and is experienced in working with the District. As a former student of OUSD schools, Ms. Hale Price appreciates the opportunity to submit a response to OUSD's RFQ.
- **Andy Guatelli**, PE, GE, F.ASCE, (Principal-in-Charge). Mr. Guatelli will provide technical support and oversight throughout the project. He has 40 years of geotechnical and civil engineering experience, including field exploration, analysis, construction observation, and laboratory testing.
- **Greg Wilson**, PG, CEG (Project Manager). Mr. Wilson has 11 years of extensive experience managing and supervising complex investigations, construction support services, and multidisciplinary teams. Mr. Wilson will receive technical assistance from **Joe Schmidt**, PE (WA/OR), and **Christina Tretnjak**, PG, CEG.

Certification Statements

- Terraphase Engineering Inc. received a copy of the District's Agreement attached as Exhibit A to the RFQ. Terraphase Engineering Inc. has reviewed the indemnity provisions in Exhibit A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Terraphase Engineering Inc. has no objections to the use of the Agreement.
- Terraphase Engineering Inc. certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.


Authorized Person

The name and title of the person authorized to submit the RFQ Packet on behalf of Terraphase is: Alice Hale Price, PE, ENV SP, Vice President and Director of West Coast Operations. Ms. Hale Price's signature is provided at the end of this letter.

Closing

Terraphase is grateful for the opportunity to offer our services on this important project. If you have any questions or comments regarding this submittal, please contact Alice Hale Price at alice.hale.price@terrphase.com.

Sincerely,
for Terraphase Engineering Inc.


Andy Guatelli, PE (C47335), GE (2320)
Principal Engineer


Alice Hale Price, PE (C84714)
Vice President/Director of West Coast Operations

Attachments:

- Statement of Qualifications/Proposal
- Resumes
- Copies of Professional Licenses for Project Team
- Terraphase Equipment Rates
- Evidence of Insurance
- Local Business Participation Form

Attachment 1

Statement of Qualifications/Proposal

Statement of Qualifications

Terraphase Engineering Inc. (Terraphase) is pleased to provide our Qualifications and Proposal for Geotechnical and Geohazard Consulting Services at Various School Sites, District Project No. 25117 to the Oakland Unified School District (District, OUSD, or Client). The purpose of the work is to provide geotechnical and geohazard consulting services for various school site projects, including new construction, modernization, seismic upgrades, and other facilities improvements. The scope of work encompasses comprehensive geotechnical field studies, geohazard reports, foundation design, utility locating, field exploration, site remediation, regulatory submissions, construction oversight, and safety planning, all delivered with professional quality and accuracy, and supported by mandatory assistance in any related disputes.

2 Firm Information



Terraphase is a full-service engineering consulting firm with specialized services in geotechnical engineering; environmental site assessments (ESAs); hazardous building materials services; environmental planning, including environmental site investigations, California Environmental Quality Act (CEQA), and National Environmental Policy Act (NEPA); remediation design and oversight services; and litigation support.

Terraphase is proud to support our education sector clients and their important work in our communities. Many clients retain our professionals for decades for ongoing planning, mitigation, and compliance projects that provide lasting benefits for student and teaching communities, as well as the public. In collaboration with school district staff, we develop solutions that make economic sense; follow Department of Toxic Substances Control (DTSC), Division of the State Architect (DSA), and California Department of Education (CDE) guidelines; and provide environmentally healthy school sites with minimal disruption to day-to-day school operations.

Terraphase has provided geotechnical investigation and design reports for more than a dozen buildings that have gone through the DSA and California Geological Survey (CGS) review process.

2.1 Brief History of the Firm

Company Name	Terraphase Engineering Inc.
Name of Main Contact	Alice Hale Price, PE, ENV SP
Email of Main Contact	alice.hale.price@terrphase.com
License or Registration Number	CSLB License Number 960398, Classification A HAZ
Type of Organization/Business Structure	S-Corporation
Senior Officials	<ul style="list-style-type: none"> • President: William Carson • Vice Presidents: Peter Zawislanski, Jeff Raines, Andy Romolo, Chris Voci, Nader Sherif, Hank Galindo, Alice Hale Price, Charlene Drake
State of CA Certification/Small Business or Disabled Veteran Business Enterprise Status	<ul style="list-style-type: none"> • Alameda County Local Non-Certified Business • City of Oakland Certified Local Business Enterprise
A Brief History of the Firm and Types of Business Conducted	
<p>Terraphase Engineering Inc. was incorporated on September 27, 2010, in Oakland, California. The firm was founded by four principals with extensive and varied environmental consulting experience, and significant accomplishments in hazardous material investigations, site investigations, and soil and groundwater remediation throughout the United States and Canada. Since 2010, Terraphase has grown from our four founding principals in Oakland to a staff of over 210 professionals spread across 18 offices in the United States. We offer cost-effective solutions to complex environmental and engineering challenges. We specialize in civil and geotechnical engineering, environmental compliance, CEQA and NEPA documentation, hazardous material assessments, remediation design and oversight services, regulatory compliance, due diligence, and litigation support. Terraphase provides services to clients across a wide range of market sectors, including municipalities/counties, education, federal agencies, developers, general industry, construction, chemicals, pharmaceuticals, legal services, utilities/energy, financial/insurance, and food/agriculture.</p>	

Terraphase is a long-time sponsor of, and advocate for, the Coalition of Adequate School Housing (CASH), the pre-eminent statewide organization representing school facility professionals in both the public and private sectors.

Terraphase leadership established the Terraphase Engineering and Scholarship Fund, a 501(c)(3) organization, in 2020 to provide scholarships to students who are interested in pursuing a four-year college degree in science and engineering fields related to the environment. To date, the Terraphase Engineering and Scholarship Fund has issued \$90,000 in scholarships; recipients include three graduates from OUSD high schools.

2.2 Staffing Capacity

Terraphase has two Bay Area offices, in Oakland and Pleasanton, with a total of over 40 employees. In addition to our proposed team members, Terraphase has the capacity to support, if necessary, from our pool of over 210 more personnel located in our other offices. We have a successful record of collaboration among offices, along with established procedures and technologies for smooth information exchange between interoffice work teams and our clients. In the unlikely event that local staff are not available, assistance will be sought from other offices.

Terraphase's Alice Hale Price, PE, will serve as Client Manager. She is an experienced Project Manager (PM) for CEQA and environmental assessment projects and is authorized to speak for the firm during the evaluation process.

Ms. Hale Price supported the District in environmental and geotechnical projects at the Central Kitchen, Urban Farm, and Education Center Project, Laurel Childcare Center Modification Project, Roosevelt Middle School Modernization Project, Coliseum College Prep Academy (CCPA) Expansion Project, and is currently supporting the McClymonds High School Modernization Project and Garfield Elementary School Campus Redevelopment Project.

Andy Guatelli, PE, GE, F.ASCE, will provide Principal-in-Charge technical support and oversight throughout the project. He has 40 years of geotechnical and civil engineering experience, including field exploration, analysis, construction observation, and laboratory testing.

We propose primary project management duties be performed by Greg Wilson, PG, CEG, with technical assistance from Joe Schmidt, PE (WA/OR) and Christina Tretinjak, PG, CEG. Mr. Wilson has 11 years of extensive experience managing and supervising complex investigations, construction support services, and multidisciplinary teams. Mr. Schmidt has extensive experience working on school-related projects and recently served as Project Manager for the District's CCPA Expansion Project. Ms. Tretinjak has more than 20 years of professional geotechnical experience in California, conducting and supervising geologic hazard and geotechnical evaluations, reviewing plans and specifications, and coordinating field and laboratory investigations for schools, parks, water and wastewater facilities, military sites, commercial buildings, roadways, bridges, and other public works projects.

Resumes and copies of professional licenses for Ms. Hale Price, Mr. Guatelli, Mr. Wilson, Mr. Schmidt, and Ms. Tretinjak, are included in Attachment 2.

2.3 Schedule Management

Terraphase professionals have worked closely with District staff since 2008, and as a firm, Terraphase has supported District projects since 2013. Clear communication of the agreed-upon schedule, and then meeting the schedule with high-quality deliverables, is the most important aspect of meeting client expectations. Terraphase will work with District staff to lay out the schedule for Site clearance, subsurface investigation, geotechnical laboratory, and report preparation, and will meet those schedule milestones.

Project cost control is achieved using an intranet-based project management and cost accounting system (Ajera) that provides project managers with real-time updates on project costs and expenses to help track spending and ensure that the expectations regarding adherence to our scope of work and cost estimate are met in a timely and efficient manner. Ajera is a Federal Acquisition Regulations compliant accounting system. Invoices will be prepared monthly that document every hour and every direct cost expended on the project. Terraphase is familiar with the District's invoicing system, including cover sheets and local business participation forms.

The Terraphase personnel identified for this contract are well-versed in project management and budgeting requirements and have successfully developed cost-effective project strategies for similar clients. We are committed to supporting our public sector clients and offer discounted rates to support such organizations.

Terraphase has carefully evaluated the level of effort required for this on-call contract and has determined that the labor requirements are well within our capacity.

The primary regulatory delay on school geotechnical projects is the review by the CGS. They frequently comment on liquefaction estimates, seismic risk assessments, and expansive soils. Terraphase limits the number of comments on these technical elements by utilizing the following accepted techniques, and we note that for our report for the CCPA Expansion Project received no requested changes during CGS review:

- Conducting a site-specific seismic risk assessment in accordance with American Society of Civil Engineers 7, Minimum Design Loads and Associated Criteria for Buildings and Other Structures (2022 edition). The resulting seismic acceleration spectra are checked against the National Seismic Hazard Model, which is the model CGS uses to check seismic risk assessments.
- Utilizing the liquefaction analysis (C-Liq) which uses cone penetration test (CPT) data and reduces the amount of judgement involved in determining the liquefaction settlement. For this project, the Site and vicinity are relatively flat with no free surfaces in the vicinity, so liquefaction-induced landsliding is not a significant issue.
- Collecting a representative number of surface soil samples to provide defensible analysis of expansive soil characteristics.

2.4 Relevant Project Experience

Terraphase has a history of successful projects with the District across a variety of service areas, as summarized below:

	Phase I ESA	Phase II Investigation or Pre-Excavation Soil Sampling	Geotechnical Study	CEQA Documentation	Construction Observations /Air Monitoring	Construction Stormwater Compliance
Bret Harte Middle School						X
Central Kitchen, Urban Farm, and Education Center	X	X	X	X	X	X
Coliseum College Preparatory Academy			IP	X		IP
Dr. Marcus Foster Educational Leadership Campus						X
Frick Middle School						X
Garfield Elementary School Reconstruction	X	IP		IP		
Laurel Child Development Center		X		X		
Madison Park Business and Art Academy		X				
McClymonds High School	X	IP		X		
Roosevelt Middle School		X		X		
Whittier Elementary School		X				

Notes: X = Complete; IP = In progress

Our experience working with the District to complete these important projects has resulted in excellent working relationships with District project managers and a strong understanding of the District’s organization.

Terraphase has extensive experience supporting school districts in school site development and modernization projects from site selection through construction. The following summaries describe a small subsection of our school portfolio.

Coliseum College Preparatory Academy, Oakland Unified School District, Oakland, California	
<p>Role of Firm: Prime</p> <p>Staff Involvement & Roles: Jeff Raines, PE, GE (Geotechnical Engineer of Record); Joseph Schmidt, PE (WA/OR; Project Manager)</p> <p>Dates of Services: 2024 and ongoing</p> <p>Description: Terraphase supervised the installation of six cone penetration (CPT) test probes and six shallow soil borings at the Site to characterize subsurface conditions at the Site. The work was done to support the construction of a new approximately 25,000-square-foot (s.f.) two-story classroom building and a new 16,000-s.f. gymnasium. The project includes a new parking lot and improvements to open park spaces and pathways. Terraphase submitted the geotechnical investigation and geohazard report to CGS for review and received no requested changes.</p> <p>The total approved budget for tasks completed to date was \$69,658. The cost of the work for these tasks was \$51,638, saving the District \$18,000.</p>	<p>RELEVANCE TO THIS PROJECT</p> <ul style="list-style-type: none"> Geotechnical Investigation <p>CLIENT CONTACT</p> <p>Brijan Patel, 602-549-8285; brijan.patel@ousd.org</p>
Terraphase Budget: \$119,686	Construction Dollar Value: \$68 million

College of Alameda Transportation Technology Building Alameda, CA	
<p>Role of Firm: Prime</p> <p>Staff Involvement & Roles: Jeff Raines, PE, GE (Client Manager)</p> <p>Dates of Services: 2021 – Present</p> <p>Description: Terraphase performed the geotechnical investigation and prepared the Geotechnical Design and Geohazards report for the new Transportation Technology Building currently under construction at the College of Alameda.</p>	<p>RELEVANCE TO THIS PROJECT</p> <ul style="list-style-type: none"> Geotechnical Investigation Geohazards and Design Report <p>CLIENT CONTACT</p> <p>Johnny Fudge (Anthonio Inc., Project Manager) 510-377- 0748</p>
Terraphase Budget: \$35,000	Construction Dollar Value: \$30 million

College of Alameda – Aviation Complex Building, Alameda, CA	
<p>Role of Firm: Prime</p> <p>Staff Involvement & Roles: Jeff Raines (Client Manager)</p> <p>Dates of Services: 2021 – Present</p> <p>Description: Terraphase performed the geotechnical investigation and prepared the Geotechnical Design and Geohazards report for a new Building and the rehabilitation of an existing building at the College of Alameda. The project is unique in that the new building will be surrounded by a flood wall that will need to be designed to withstand a flood elevation of 10 feet of water. In addition to the large loads on the wall, seepage under the wall will need to be addressed via a cut-off wall.</p>	<p>RELEVANCE TO THIS PROJECT</p> <ul style="list-style-type: none"> Geotechnical Investigation Geohazards and Design Report <p>CLIENT CONTACT</p> <p>Johnny Fudge (Anthonio Inc., Project Manager); 510-377-0748</p>
Terraphase Budget: \$110,000	Construction Dollar Value: \$45 million

Napa Valley College Student and Professor Housing, Napa, CA	
<p>Role of Firm: Prime</p> <p>Staff Involvement & Roles: Jeff Raines, PE, GE (Client Manager)</p> <p>Dates of Services: 2021 – Present</p> <p>Description: Terraphase performed the geotechnical investigation and prepared the Geotechnical Design and Geohazards report for the four new housing buildings currently under construction at Napa Valley College. The project is being constructed on an area of the Campus formerly used as a landfill and as a dumping ground for excess soil excavated at other college building sites.</p>	<p>RELEVANCE TO THIS PROJECT</p> <ul style="list-style-type: none"> Geotechnical Investigation Geohazards and Design Report <p>CLIENT CONTACT</p> <p>Stephen Siri (Martin Group, Developer of the Project) 925-766-5522</p>
Terraphase Budget: \$35,000	Construction Dollar Value: \$30 million

Chabot College, Biology Complex Phase 2, Hayward, CA	
<p>Role of Firm: Prime</p> <p>Staff Involvement & Roles: Jeff Raines (Client Manager)</p> <p>Dates of Services: June 2021 – Present</p> <p>Description: Terraphase performed the geotechnical investigation and prepared the Geotechnical Design and Geohazards report for Phase 2 of the Biology Complex at Chabot Community College. Jeff Raines of Terraphase has been working at Chabot College since 2007 and has prepared the geotechnical design reports for six buildings on Campus, as well as most of the athletic facilities and parking lots.</p>	<p>RELEVANCE TO THIS PROJECT</p> <ul style="list-style-type: none"> Geotechnical Investigation Geohazards and Design Report <p>CLIENT CONTACT</p> <p>Eric Barger (Vanir, Project Manager) 510-876-6029</p>
Terraphase Budget: \$45,000	Construction Dollar Value: \$47.9 million (both buildings)

2.5 Statement of Work and Technical Approach

Geotechnical and geologic hazard studies will be performed in accordance with California Code of Regulations Title 24 requirements and the most recent California Geological Survey (CGS) Note 48 requirements. Geotechnical engineering and geologic hazard studies may include background research and planning, site soil and groundwater conditions, seismic design parameters in accordance with the latest adopted CBC, a preliminary corrosion evaluation, and other information that may be requested by the design team, as applicable, based on project-specific needs.

As specified in the RFQ, our geotechnical investigations will also include the following, as appropriate, based on the project-specific needs:

- Foundation design recommendations for buildings and other structures, including bearing and axial support capacities, minimum foundation dimensions and embedment, and lateral load resistance.
- Geologic Hazard Reports will meet Title 24 requirements and the most recent version of CGS Note 48. Services will include preliminary background research, site reconnaissance and field activities, field exploration, laboratory testing, preparation of a Geotechnical or Geologic Hazard Report, and construction phase services, as applicable. The following will be conducted for field activities:
 - Development and implementation of a site-specific health and safety plan.
 - In addition to contacting Underground Service Alert (USA), a private utility locator will be used to clear our exploration locations from utilities prior to performing any subsurface investigation.
 - Obtain drilling permits from the Alameda County Public Works Agency prior to advancing exploratory borings or CPTs greater than 5 feet below grade.
 - Advancement of exploratory borings and/or CPTs in accordance with the minimum requirements set forth by CGS Note 48 and the anticipated subsurface conditions below proposed improvements.

- Backfill borings or CPTs in accordance with Alameda County guidelines, and under the supervision of an Alameda County inspector. Clean excess soils will be disposed of; contaminated soils will be drummed and handled specially.
- Geotechnical and Geologic Hazard Reports will be signed by a California registered geotechnical engineer and a California certified engineering geologist.
- Deliverables will include 3 hard copies of the Geotechnical or Geologic Hazard Report and an electronic version in PDF format on a flash drive.
- Assist the District in submitting reports to CGS. Application fees for CGS report review will be paid for by Terraphase and billed to the District as a reimbursable expense. Our services will also include responding to CGS comments concerning our reports, and working to secure a CGS acceptance letter for submittal to DSA.
- Supplemental engineering review conducted under a not-to-exceed fee for consultations with the design team including plan review, as requested by the District, during the design phases and DSA plan check phase.
- Construction oversight may include review of contractor submittals for compliance with design intent, observation of soil placement and compaction testing in accordance with DSA Form 293/DSA PR 13-01.

2.6 Typical Project Schedule

We are prepared to begin our services on an awarded Geotechnical or Geohazards project promptly upon receiving written authorization. We have outlined a general project schedule below.

- Alameda County Public Works Agency boring permit application preparation activities will commence immediately upon receipt of written notice-to-proceed.
- Mark-out of the proposed subsurface exploration locations can typically be completed within approximately 2 weeks following written receipt of notice-to-proceed.
- Geotechnical fieldwork can typically be scheduled within approximately 1½ weeks following completion of mark-out activities, depending on subcontractor availability, permit issuance, site access, and receipt of authorization to commence field activities by the District.
- Geotechnical laboratory testing can be completed within approximately 2 weeks following the completion of fieldwork.
- The geotechnical report can be submitted within approximately 2 weeks following the completion of laboratory testing.

Terraphase will make every effort to provide our client with the most efficient schedule feasible and can provide preliminary information throughout our reporting process to aid the project design.

3 Litigation History

There are no judgments against Terraphase nor any other evidence of liability of Terraphase during the past 5 years preceding this response to the RFQ.

Terraphase’s 5-year summary of litigation, arbitration, and negotiated/settled history with previous clients is provided below.

Entity Bringing Suit: Terraphase Engineering Inc.	
Complaint:	Breach of contract
Accusation:	Contract was breached; client did not inform Terraphase of any issues with invoices and failed to pay them.
Outcome:	Dispute is currently active.

4 Professional Fees

4.1 Hourly Rates

Terraphase Engineering Inc. 2026, 2027, 2028 Standard Schedule of Charges						
Labor Classification	2026 Rates		2027 Rates		2028 Rates	
	2026 Standard Hourly Rate	2026 Hourly Rate with 10% Discount	2027 Standard Hourly Rate	2027 Hourly Rate with 10% Discount	2028 Standard Hourly Rate	2028 Hourly Rate with 10% Discount
Senior Principal	\$330	\$297.00	\$340	\$306	\$350	\$315
Principal Engineer/Scientist	\$313	\$281.70	\$326	\$293	\$339	\$305
Senior Associate Engineer/Scientist	\$293	\$263.70	\$308	\$277	\$323	\$291
Associate Engineer/Scientist	\$275	\$247.50	\$289	\$260	\$303	\$273
Senior Project Engineer/Scientist	\$262	\$235.80	\$275	\$248	\$289	\$260
Project Engineer/Scientist	\$244	\$219.60	\$256	\$231	\$269	\$242
Senior Staff 2 Engineer/Scientist	\$226	\$203.40	\$237	\$214	\$249	\$224
Senior Staff 1 Engineer/Scientist	\$205	\$184.50	\$215	\$194	\$226	\$194
Staff 2 Engineer/Scientist	\$181	\$162.90	\$190	\$171	\$200	\$180
Staff 1 Engineer/Scientist	\$158	\$142.20	\$166	\$149	\$174	\$157
Technician 4	\$140	\$126.00	\$147	\$132	\$154	\$139
Technician 3	\$120	\$108.00	\$126	\$113	\$132	\$119
Technician 2	\$165	\$148.50	\$173	\$156	\$182	\$164
Technician 1	\$144	\$129.60	\$151	\$136	\$159	\$143
Senior Editor/Senior Project Coordinator	\$121	\$108.90	\$127	\$114	\$133	\$120
Editor 2/Project Coordinator 2/Accountant 2	\$102	\$91.80	\$107	\$96	\$112	\$101
Editor 1/Project Coordinator 1/Accountant 1	\$80	\$72.00	\$84	\$76	\$88	\$79
Administrator/Project Assistant/Billing Specialist	\$174	\$156.60	\$183	\$164	\$192	\$173

Rates are valid through December 31, 2026, December 31, 2027, and December 31, 2028, respectively, and rates are subject to revision by annual calendar year escalation in January 2030. Rates on invoices will reflect rates in effect at the time of invoicing. Subcontractor fees and other direct costs, such as project supplies and rental equipment, etc., will be itemized and billed at our cost plus a ten percent handling charge. Vehicle mileage when itemized is billed at the standard government rate in effect at the time of travel (www.gsa.gov/mileage).

Rates for Terraphase labor are applicable to both weekday and weekend work. Rates for subcontractors will include a surcharge for weekend work.

Hourly rates are not reflective of prevailing wage as Terraphase professional staff engineers, geologists, and scientists are conducting professional services not subject to California Department of Industrial Relations (DIR) prevailing wage classifications or the District's Project Labor Agreement with building trade unions. Additional fees shall apply if the District requires prevailing wage for professional staff.

Typically, Terraphase applies a ten percent contingency to District project budgets to allow for out-of-scope tasks such as unanticipated field conditions requiring extra time for drilling, processing contingent samples, etc.

The equipment rate sheet providing unit rates for Terraphase equipment is provided as Attachment 3.

5 Additional Data

Resumes and copies of professional licenses for Alice Hale Price, PE, ENV SP; Andy Guatelli, PE, GE; Greg Wilson, PG, CEG; Joseph Schmidt, PE (WA/OR); and Tina Tretinjak, PG, CEG; are provided in Attachment 2.

5.1 Subcontractors

Terraphase plans to incorporate subcontractors and subconsultants with a proven track-record of successful collaboration. Our selection of subcontractors and subconsultants is highly dependent on the specific scope of work, site-specific field considerations, and availability to meet the District's timeline. Terraphase has identified our frequent teaming partners for geotechnical engineering projects below.

- **Drillers (C-57 License):** Baja Exploration (certified small business enterprise registered with the State of California), Pitcher Drilling, Middle Earth Geo Testing
- **Geophysical Subconsultant:** Advanced Geological Services
- **Private Utility Locators:** Del Secco (Alameda County non-certified local), Advanced Geological Services
- **Geotechnical Laboratories:** Cooper Testing Laboratories

5.2 Corporate Certifications & Local Participation

- Terraphase is a **City of Oakland certified Local Business Enterprise (LBE)**, eligible to help the District meet its participation goals for local, small, and disadvantaged business programs. Terraphase envisions that Terraphase staff would conduct at least 50 percent of the services conducted under this master services contract, and thereby, would **fulfil the modified 50 percent cumulative local business participation requirement** identified in the RFQ.¹
- We routinely complete and submit the Local Business Participation Worksheet, meeting OUSD's requirements under District policies for SLBE/LBE/SLRBE participation.

5.3 Commitment to Health, Safety, and Quality

- Terraphase has an internal Quality Management Program that enforces rigorous QA/QC across all projects, with technical discipline groups, a technical reviewer program, standard operating procedures, and technical editing of all client documents.
- We develop site-specific health and safety plans for every project involving field work. Our plans address project hazards, regulatory requirements, and include comprehensive training and emergency protocols for protecting workers, the public, and adjacent school communities.

5.4 Data Management, Technology, and Innovation

- Our in-house Database & Technology Team enables us to efficiently manage, analyze, and visualize project data using enterprise-grade solutions and the latest in geospatial and web-based technology. This includes electronic field data collection, automated QA/QC tools, and interactive GIS platforms for real-time data sharing and decision-making.
- Terraphase employs paperless, electronic data collection in the field via mobile applications, enabling rapid and accurate project documentation and seamless communication between project teams and the District.
- We have an active artificial intelligence (AI) policy and focus group that guides our adoption, governance, and ethical use of AI and emerging technologies to further support client projects.

¹ As noted in the RFQ, the modified Cumulative Local Business Participation requirement is inclusive of Small Local Business Enterprise (SLBE) and/or Local Business Enterprise (LBE) Participation for projects that exceed the California Department of Education threshold of \$119,100 for calendar year 2026.

5.5 Sustainability Leadership

- Sustainability is a core principle at Terraphase. Our teams include certified Envision Sustainability Professionals and certified Greenhouse Gas Verifiers. We track and offset our operational carbon footprint and embed sustainable practices throughout all project phases—reducing energy, waste, and emissions for better long-term outcomes.

5.6 Community Engagement and Social Responsibility

- Terraphase empowers all staff to serve the community by providing paid volunteer hours and supporting environmental and educational programs. Our company sponsors charitable events and annually contributes to local non-profits.
- We established the Terraphase Engineering and Science Scholarship Fund (a 501(c)(3) organization) to help students pursue environmental science and engineering degrees. To date, we have awarded over \$90,000 in scholarships, including scholarships to OUSD graduates.

Attachment 2

Resumes and Copies of Professional Licenses

Alice Hale Price, PE, ENV SP

Vice President | Senior Principal Engineer | Director of West Coast Operations

Alice Hale Price is a professional engineer in the state of California with over 15 years of experience in environmental engineering focusing on site investigations and cleanup, facility compliance, and planning. Her work includes environmental due diligence; site investigation planning, implementation, and reporting; remediation work plan development, implementation oversight, and completion reporting; regulatory agency coordination; environmental compliance staffing and program reviews; and California Environmental Quality Act (CEQA) documentation. Alice has supported due diligence efforts for commercial, industrial, winery, agricultural properties and portfolios, including preparation of Phase I Environmental Site Assessments (ESAs) and/or Limited Environmental Compliance Reviews (LECRs). She has conducted investigation and remediation work on sites with elevated concentrations of chlorinated solvents, polychlorinated biphenyls (PCBs), metals, pesticides, and total petroleum hydrocarbons (TPH).

Project Experience

Berkeley Clean Energy Campus, Berkeley, California, University of California Berkeley (2025 – present)

Client Director. Directing strategic delivery of environmental support for UC Berkeley's Clean Energy Campus Phase 1, a capital improvement initiative targeting a 70% reduction in campus carbon emissions by 2030. To date, Terraphase has completed or is contracted to complete the following in support of the BCEC Phase 1 project:

- Scoping and rough-order-of-magnitude estimation for the overall environmental management.
- Historical records review to identify areas of known or potential contamination which may require specific environmental management protocols.
- Soil and Groundwater Management Plan serving as the environmental management roadmap, outlining the requirements for all parties involved.
- Pre-construction soil and groundwater characterization sampling, analysis, and reporting to support determination of soil reuse and/or disposal options.
- Technical specifications for soil and groundwater management.
- Hazardous building materials surveys for asbestos and lead at 26 buildings.

Multiple Commercial Properties, Bay Area, California, Confidential Developer Client (2018 – present)

Client Director. Client Director for due diligence and site investigation projects for over 10 property transactions for this developer client. Projects typically begin with a high-level review for environmental concerns associated with the subject property and verbal reporting of issues to the client. Upon client entering contract for the subject property, management of Phase I ESA preparation including final technical review. Phase II Site Investigations follow based on recognized environmental conditions (RECs) identified during Phase I ESA; investigations include soil, soil-vapor, groundwater, and indoor air sampling, as appropriate. Development of cost estimates to address impacts identified in Phase II investigation, including costs for multiple development scenarios. Projects often include presentation of findings to lenders and venture capital partners, as well as the environmental consultants and legal representation for those entities, and engagement in discussions of environmental conditions with representatives for the seller.

Education

BS in Civil and Environmental Engineering, University of California, Davis, 2006

Years of Experience

19

Joined Terraphase

2014

Professional History

Terraphase Engineering Inc., Senior Principal Engineer, 2014 – present

LFR/ARCADIS, Project Environmental Specialist, 2007 – 2014

Licenses/Registrations

Professional Engineer C84714 (California, 2015)

Certification/Training

Envision Sustainability Professional, 2019 – present

40-Hour HAZWOPER, 2007 – present

Multiple Student Housing Development Projects, Berkeley and Davis, California, Confidential Developer Client (2022 – present)

Client Director. Due diligence and site investigation projects for four property transactions located in the Bay Area and Central Valley for this developer client. Consistent with the projects described above, services include: Phase I ESA preparation; Phase II site based on RECs identified during Phase I ESA consisting of soil, soil vapor, and groundwater sampling, as appropriate; strategic planning assistance with the client to evaluate costs associated with environmental impacts identified at the site; and regulatory interaction to seek No Case Determination or No Further Action letters from applicable regulatory agencies.

Oakland Unified School District, Oakland, California (2014 – present)

Client Director. Managed environmental support for redevelopment or modernization projects at 10 campuses. Scopes of work include: Phase I ESAs; Phase II Investigation and/or pre-excavation soil sampling geotechnical investigations and geohazard studies; CEQA documentation, including Initial Study/Mitigated Negative Declaration and Notices of Exemption; construction environmental observation and dust monitoring; and construction stormwater compliance inspections and reporting.

Former Natural-Gas Fired Energy Facility, Riverside County, Confidential Energy Sector Client (2022 – 2023)

Client Manager. Managed due diligence and site investigation project to support the redevelopment of a former natural-gas fired energy facility site into a battery storage facility. Senior review and environmental professional for the Phase I ESA. Direction of Phase II Site Investigation based on County of Riverside requirements to investigate soil in former hazardous materials storage areas and groundwater underlying the site. Presentation of findings to County representatives to support approval of site redevelopment plans.

Residential Development, Mountain View, California, Confidential Developer Client (2022 – 2024)

Client Manager. Full-service environmental support for a residential redevelopment project including multiple construction phases (parking structure, apartment block, and utility alignment) located in Mountain View. Management of Phase I ESA preparation, including final technical review and environmental professional certification. Pre-excavation in-situ soil characterization for a utility trench project. Sampling, analysis, and data review, and coordination of County of Santa Clara Department of Environmental Health of import material. Coordinated field monitoring during subsurface construction activities to document compliance with the regulatory agency-approved Soil Management Plan; preparation of completion reports which have been approved by the agency.

Former Dry-Cleaning Facility, Bay Area, California, 9 N. Second Street Trust (2018 – present)

Client Manager. Preparation and implementation of a Remedial Investigation Work Plan for indoor air, sub-slab soil gas, and soil-gas temporary monitoring well sampling for a chlorinated solvent project under RWQCB oversight. Following completion of the remedial investigation, prepared a Remedial Investigation Completion Report detailing the findings of the investigation and a Remedial Action Plan identifying the remedial action alternatives and recommending a selected alternative. Managed the design, installation, and implementation of a soil-vapor extraction (SVE) pilot test, and incorporated the findings into the design of the full-scale system. Installation and startup of full-scale SVE system were completed in July 2021 and air sparge system installation and startup are occurring in 2025.

SPCC Plans, Multiple Commercial and Industrial Facilities

Technical Lead and Certifying Professional Engineer. Preparation of Spill Prevention, Control, and Countermeasure (SPCC) Plans for facilities subject to the SPCC Rule for oil storage. The scope of work performed included review of the prior SPCC Plan, site visit by California-licensed Professional Engineer to observe oil storage and containment systems at the facilities, preparation of a draft SPCC Plan, including facility maps identifying oil storage and drainage flow, in compliance with the requirements of 40 CFR 112 and California Aboveground Petroleum Storage Act (APSA), and finalizing and certifying the SPCC Plan following client review.

Andrew Guatelli, PE, GE

Principal Engineer

Andy has over 40 years of geotechnical and civil engineering experience, including field exploration, analysis, construction observation, and testing. He has worked with both the public and private sectors – understanding the approaches, budgets, schedules, and goals of each. He has successfully provided engineering consultation for large and small public works projects, as well as commercial and industrial sites. His project management experience includes design and construction projects, as well as forensics and feasibility level studies. Andy's projects include public works infrastructure – such as roadway designs, pipelines, flood control channels, bridges, parks and open spaces, schools, housing, and redevelopment projects. He has developed a comprehensive knowledge of slope stabilization levee/bank design, foundations, seepage, drainage, and ground improvement as well as construction and quality control of earthwork and grading operations, evaluation and construction of deep foundations (displacement piles and drilled piers) for buildings and bridges, evaluation of existing pavement, and site-specific seismic hazards review. Andy's knowledge of civil design, geology, laboratory tests, materials inspection, testing, and building codes allows him to communicate effectively with team members within the company and the overall project team.

Project Experience

Good Hope Mine, Murrieta California (2015)

Geotechnical Engineer. Andy assisted the land developer in establishing a grouting program to close open shafts and backfill and grade near an abandoned gold mine. Established setbacks and rock stability evaluation of nearby surcharge and future grading.

Sand and Gravel Pits, Various Clients, San Diego and Riverside County, California (1997 - 2018)

Geotechnical Engineer. Andy provided support for evaluations of slope stability, criteria for materials laboratory testing specifications of economic exports from sand and gravel pits as well as assisting in compliance documentation and CEQA reporting for open pits in accordance with the State of California.

Merced Irrigation District (MID), New Exchequer Gated Spillway Structure Stability Analysis, California (2024)

Geotechnical Engineer. Andy assisted in updated stability analysis of the New Exchequer gated spillway structure assuming no base cohesion. This effort included reviews of existing drawings, previous consulting reports and other available information necessary for the stability analysis. A stability analysis report will be developed as part of this scope of work, which will eventually be submitted to FERC by the District. Andy will provide senior geotechnical engineering oversight as well as technical review of draft documents.

MID, New Exchequer Geotech Testing Program, California

Geotechnical Engineer. Andy assisted in the development of a geotechnical exploration plan in support of the New Exchequer Spillway Remediation Design Alternatives. The purpose of the exploration program is to collect subsurface geologic and geotechnical data to inform the basis of design, provide additional design data to optimize conceptual designs,

Education

BS, Syracuse University and
SUNY, ESF, New York 1982

BSCE, Arizona State University,
Civil Engineering, Tempe
1984

MS, Arizona State University,
Geotechnical Engineering,
Tempe, 1989

Years of Experience

40

Joined Terraphase

2025

Professional History

Terraphase Engineering Inc.,
Principal Engineer, 2025

Licenses/Registrations

Professional Engineer,
California, c 47335, 1991
(Exp. 12-31-2027)

Professional Geotechnical
Engineer, California, 2320,
1996, (Exp. 12-31-2027)

Professional Engineer (civil)
Washington, 56648, 2018,
(Exp. 6-27-2026)

Professional Engineer (civil)
Nebraska, E-20666, 2024
(Exp. 12-31-2027)

Certification/Training

Licensed Pile Driving Inspector,
San Diego California, 1997

OSHA 40-Hour Training, 1991

CPN Densometer Training,
1989

and reduce uncertainties in subsurface conditions and project cost. The plan was developed with regard to the number, locations, depths, and inclination of the boreholes; detail logging, sampling, and sample storage procedures; detail borehole testing and backfill requirements; and detail measures to reduce environmental impacts (such as disposal of cuttings and drilling fluid).

Luis J. Zitnik Reservoir, Laguna Beach County Water District, California (2000)

Geotechnical Engineer. The project consisted of a 5-million-gallon underground reservoir for emergency water storage for City of Laguna Beach. Provided geotechnical foundation recommendations for tank foundation, pipeline recommendations, seismic review of site conditions/ geohazard evaluation. Performed geotechnical evaluation of the tank site slope stability including landslide mitigation and buttress design. This slope stabilization also included shear pin design and observation during installation.

MCB, Camp Pendleton, California (2004 – 2020)

Geotechnical Support. This project was about improving/modernization of housing stock at MCB. Provided geotechnical support including grading observation, laboratory testing, geotechnical analysis, and design of various base residential projects. Various sites included geohazard review, settlement of soft soils, corrosion, and lifeline utility review.

Levee Design Runway 19L, San Francisco Airport, California (1991)

Geotechnical Engineer. Andy served as the project geotechnical engineer for design and evaluation of the flood control levee for SF International Airport (SFIA), runway 19L design as part of an overall civil/geotechnical upgrade of the levee and bank protecting SFIA from Bay flooding. He provided geotechnical services, including drilling existing embankments at both airport and Bay sides of the existing levee, slope stability, seepage across levee system (various conditions), and settlement and liquefaction evaluations. Andy also oversaw the coordination of field drilling adjacent to runway and barge drilling in the Bay. Field work also included processing of specialized environmental and City permits.

Bonneville Power Authority (BPA)

Geotechnical Engineer. Andy worked with a power and transmission group of engineers in procuring and reviewing geotechnical reports pertaining to substation establishment, upgrades and component replacements. Andy also worked on evaluation of transmission tower foundations in soil and rock that were installed using rock anchors and grillage footings.

California High Speed Rail

Geotechnical Engineer. Andy reviewed construction documents and geotechnical as well as material data reports for the Fresno segment of the project. Weekly review of work plans, modifications to the design and build plan, as well as quality control reports for deep foundations.

State of Nebraska Conservation and Natural Resources, Perkins Canal River Diversion Project

Geotechnical Engineer. Andy performed a desktop study of the South Platte River diversion structure to take water from the river and direct it into reservoirs for agricultural and other uses.

State of Nebraska Conservation and Natural Resources

Geotechnical Engineer. Andy worked with other geotechnical professionals regarding the preliminary Sutherland Reservoir dam seepage evaluation. This decades old reservoir with FERC facility experienced sand boils and other issues in the stilling basin downstream of the main dam. The preliminary report evaluated the subsurface conditions, looked at the 1970s geotechnical report, and directed the state toward a detailed follow-up study to provide a solution to the ongoing seepage issue.

Christina Tretinjak, PG, CEG

Principal Geologist

Christina Tretinjak is a Principal Geologist with more than 20 years of professional geotechnical experience in Southern California. Christina has conducted and supervised geotechnical evaluations, review of plans and specifications, and coordination of field and laboratory investigations. Christina has provided these services for water and wastewater facilities, schools, parks, military sites, commercial buildings, roadways, bridges, and other public works projects. Her technical expertise spans geotechnical and geologic hazard evaluations, fault investigations, forensic evaluations, geophysical surveys, deep foundation systems, and retaining wall construction. Christina regularly interacts with clients and regulatory agencies, prepares cost estimates and proposals, and manages projects to closure.

Project Experience

Moosa Canyon Pipeline Replacement, Bonsall, San Diego County Water Authority (2024 – 2026)

Project Manager. Project Manager during a geotechnical evaluation for the Moosa Canyon pipeline replacement project in Bonsall. The project includes the replacement or repair of the San Diego County Water Authority's water pipeline that extends through Moosa Canyon. Services included logging and sampling of exploratory borings performed with mud rotary and rock coring methods; downhole P-S suspension logging; Packer testing of boreholes to evaluate permeability; installation of groundwater wells and associated monitoring and sampling; geotechnical laboratory testing; rock core testing; analytical testing of groundwater; engineering analyses; geotechnical analysis of slope stability, liquefaction, settlement, and ground improvement; and preparation of a geotechnical report.

Basilone Road Realignment, Camp Pendleton, Pac Rim Engineering (2023 – 2026)

Project Manager. Project Manager during a geotechnical evaluation for the Basilone Road Realignment project at Marine Corps Base Camp Pendleton. The project includes the construction of a new roadway, including new slopes, retaining walls, and drainage culverts. Services included logging and sampling of exploratory borings and trenches, geotechnical laboratory testing, engineering analyses, geotechnical analysis of proposed slopes and evaluating settlement of proposed fills, and preparation of a geotechnical report.

Perkins Elementary School Whole Site Modernization, San Diego, San Diego Unified School District (2024 – 2026)

Project Manager. Project manager during geotechnical design services for the whole site modernization at Perkins Elementary School in the Barrio Logan area of San Diego. The project consisted of a modernization of the existing school campus to include new classroom and gym buildings, new shade structures, and new paved play and parking areas. Because the site is located within the City of San Diego Downtown Special Fault Zone, a site-specific fault hazard study was performed to evaluate the presence and activity of earthquake faults crossing the site. Our subsurface exploration consisted of the excavation, logging, and sampling of exploratory trenches, soil borings, and cone

Education

MS in Geological Sciences, San Diego State University, 2004

BS in Geological Sciences, San Diego State University, 2001

Years of Experience

21

Joined Terraphase

2026

Professional History

*Terraphase Engineering Inc.,
Principal Geologist, 2026*

*Ninyo & Moore, Senior Project
Engineering Geologist,
2004 – 2026*

Licenses/Registrations

*Certified Engineering Geologist
(CA), License No. 2650
(2016)*

*Professional Geologist (CA),
License No. 8478 (2007)*

Organizations

*Member, San Diego
Association of Geologists
(SDAG)*

*Member, Women's
Transportation Seminar
(WTS)*

*Member, American Society of
Civil Engineers (ASCE)*

*Member, San Diego
Environmental Professionals
(SDEP)*

*Member, American Public
Works Association (APWA)*

*Member, Women's
Construction Coalition
(WCC)*

*Member, San Diego
Transportation
Development Association
(SDTDA)*

*Member, Society of American
Military Engineers (SAME)*

penetrometer (CPT) soundings. Our report also included conclusions and recommendations for seismic parameters, site earthwork, excavation and shoring, preliminary foundation design, retaining walls, drainage, and other construction and design considerations.

Clearwell Replacement, Poway, City of Poway (2022 – 2023)

Project Manager. Project Manager during a geotechnical evaluation for the Clearwell replacement project in Poway. The project included replacing the aging Clearwell as a part of the City’s Water Infrastructure Improvement Program with two tanks in order to provide the water system with redundancy and operational flexibility. The project included the construction of temporary tanks and pipelines while the Clearwell was taken offline, demolition of the Clearwell, and construction of new permanent reservoir tanks and associated pipelines. Services included logging and sampling of exploratory hollow stem auger and rock core borings, seismic refraction lines, geotechnical laboratory testing, installation and monitoring of groundwater wells, engineering analyses, geotechnical analysis of proposed slopes and evaluating rippability of bedrock, and preparation of a geotechnical report.

SDUSD Group 6 Solar, Various San Diego Schools, San Diego Unified School District (2024 – 2025)

Project Manager. Project manager during geotechnical design services for solar arrays and carports at 13 different elementary schools located throughout the City of San Diego. The project consisted of construction of solar carports and associated underground utilities at existing school campuses. Our subsurface exploration consisted of the excavation, logging, and sampling of exploratory soil borings. Our report included conclusions and recommendations for seismic parameters, site earthwork, excavation, pavement, preliminary foundation design, drainage, and other construction and design considerations.

Rancho Santa Fe Roundabouts, San Diego County, County of San Diego (2024 – 2025)

Project Manager. Project Manager during a geotechnical evaluation for the Rancho Santa Fe Roundabouts Project in the Rancho Santa Fe area of San Diego County. The project included the construction of roundabouts, stormwater improvements and integration of Greenstreets infrastructure, and landscaping and aesthetic improvements. Services included logging and sampling of exploratory hollow-stem auger borings, infiltration testing, geotechnical laboratory testing, engineering analyses, and preparation of a geotechnical report.

Confidential Site, Southern California, Utility Agency (2007 – 2026)

Project Manager. Project Manager during geotechnical consulting services for an ongoing geotechnical evaluation and subsequent monitoring of settlement of administrative buildings for a local utility agency. The administrative buildings began exhibiting signs of distress including cracks, out of square doors, and uneven flooring shortly after construction. A geotechnical evaluation consisting of borings, slab cores, and laboratory testing was performed to evaluate the settlement of the subject buildings. Ongoing monitoring was performed biannually, consisting of floor level surveys, crack monitoring, vapor emission testing, visual observations, and photographic documentation. The project included the development of repair recommendations that included correcting the settled portions of the building slab with the use of hydraulic piers.

Joseph Schmidt, PE

Associate Geotechnical Engineer

Joseph Schmidt, PE is an Associate Geotechnical Engineer with over 10 years of professional experience. He has extensive experience throughout western Washington working on a variety of public works, industrial, commercial, municipal, and residential projects. Before becoming an engineer, Joe worked as a construction special inspector for a variety of commercial, industrial, municipal, and residential projects. His construction experience coupled with his design acumen enable Joe to provide efficient, cost-effective solutions to challenging site conditions.

Joe's design experience includes gravity and MSE retaining walls, deep and shallow foundations, pavement sections, and reinforced slopes. Joe has experience developing, conducting, and managing subsurface investigation and laboratory testing programs used to assess soil and groundwater conditions and produce engineering parameters. The results of these subsurface investigation laboratory testing programs are vital to the development of foundation design and stormwater management plans.

His technical responsibilities include developing and managing subsurface investigation and laboratory testing programs. He develops geotechnical engineering reports using the results of the investigation and testing programs and provides peer review on geotechnical reports. Joe is tasked with providing slope stability analysis, shallow and deep foundation design, evaluation of site stormwater infiltration capabilities, and design of retaining walls.

Project Experience

Elwood Edge Complex, Bellingham, WA, (2019 – 2024)

Project Geotechnical Engineer/Construction Phase Project Manager. Served as the geotechnical engineer for the construction of two multi-family residential buildings and a mixed-use building. Provided foundation design recommendations for drilled shafts and shallow conventional foundations for the buildings. Worked with the structural engineer to develop a suitable foundation system for a building underlain by bedrock and soft soil subgrades. Joe designed a modular block retaining wall to create a parking area and support adjacent grades. Prepared geotechnical design parameters used by the structural engineer to develop concrete retaining structures. Joe oversaw the construction of the retaining and installation of the drilled shafts. Provided a design for a temporary embankment to facilitate excavations of up to 30 feet needed to reach building foundation grades. Joe was onsite throughout construction to provide guidance and value engineering recommendations for a site with highly variable subsurface geologic conditions.

Sumas Elementary School, Sumas, WA, (2018 – 2022)

Project Geotechnical Engineer. The project consisted of the construction of a new elementary school on the existing school grounds located within the 100-year flood plain of the nearby Sumas River. The project site was considered to have a high susceptibility to liquefaction during a seismic event and underlain by soils prone to post-construction settlement. Joe worked with the project team to develop a ground improvement program consisting of rammed aggregate piers and a pre-load to densify the near-surface soils in order to mitigate the liquefaction and settlement risks and raise the new school facility above the 100-year flood plain. Joe worked with the contractor during construction to provide recommendations for

Education

*MS in Civil Engineering,
Mississippi State University,
In Progress*

*BS in Civil Engineering,
Washington State
University, 2007*

*Post Graduate Studies,
Washington State
University, 2010*

Years of Experience

12

Joined Terraphase

2024

Professional History

*Terraphase Engineering Inc.,
Associate Geotechnical
Engineer, 2024 – present*

*GeoTest Services, Inc.,
Geotechnical Department
Manager, 2022 – 2024;
Project Geotechnical
Engineer, 2018 – 2022;
Staff Geotechnical
Engineer/Special Inspector,
2013 – 2018*

Licenses/Registrations

*Washington State PE License
No. 55631*

*Oregon PE License No.
105885PE*

Wyoming PE License No. 20619

*Certified Erosion & Sediment
Control Lead (CESCL)*

Memberships

*American Society of Civil
Engineers (ASCE)*

maintaining stable soil subgrades throughout the wet season to maintain project timelines. He provided a design for a temporary modular block retaining to facilitate site grading and providing support to existing structures.

Samish Commons, Bellingham, WA, Bellingham Housing Authority (2018 – 2023)

Project Geotechnical Engineer. The project consisted of the redevelopment of a condemned motel site into a mixed-use facility including 171 affordable apartments for seniors and families over 3 buildings, with 11,000 square feet of commercial space for the Housing Authority's new office and an early learning childcare center. As the lead geotechnical engineer, Joe developed and implemented a subsurface investigation to characterize the site and determine soil design parameters. He prepared a geotechnical engineering evaluation incorporating the results of the investigation. Joe worked with the design team to develop foundation support for the buildings consisting of rigid inclusions, pin piles, and shallow conventional foundations to mitigate the presence of soft compressible soils and near surface bedrock conditions at the site. Joe provided oversight to earthwork operations throughout construction including the installation of rigid inclusions, pin piles, and general site grading offering value engineering recommendations to assist with project timelines and budget.

BP Cherry Point Refinery MS3 – MS4 Substation, Blaine, WA (2020 – 2024)

Project Geotechnical Engineer. Joe served as the lead geotechnical engineer for a new substation located within the BP Cherry Point Refinery. He implemented and managed the subsurface investigation and laboratory testing programs and utilized the results to produce a geotechnical engineering report. During the investigation very soft compressible soils were encountered to depths of approximately 100 feet below ground level at the project site. To provide support for the planned substation, Joe produced an H-Pile design that extended through the soft soils to the deeper bearing soils. He provided recommendations to stabilize the soft soils to provide support for new pavement sections. Joe provided geotechnical oversight throughout the earthwork phase of construction.

Lot 72, Burlington, WA, Port of Skagit (2022 – 2023)

Project Geotechnical Engineer. Joe provided a modular block retaining wall design to enable further expansions at the Skagit County Regional Airport. He developed and implemented subsurface investigation and laboratory testing programs to support the new retaining structure. Joe worked in close collaboration with the design team to develop a wall design that accounted for the new utility corridor located near the planned wall alignment.

H Street Rehabilitation, Blaine, WA, Wilson Engineering/City of Blaine (2016 – 2020)

Project Geotechnical Engineer. The eastern approach of H Street to the Interstate 5 overpass in Blaine, Washington had experienced settlement since original construction and was impacting traffic flow. Joe provided a design consisting of excavation of existing site soils and utilizing gabion baskets and lightweight fill to provide enhanced roadway stability and a reduced section weight. The enhanced stability and reduced weight will provide a stable pavement section and mitigate future settlement of the roadway approach.

Sedro Woolley Library, Sedro-Woolley, WA, (2016 – 2019)

Staff Engineer. Joe participated in subsurface investigation and laboratory testing programs in support of a new library facility for the City of Sedro Woolley and surrounding areas of unincorporated Skagit County. He prepared a geotechnical engineering evaluation providing recommendations for foundation support, stormwater infiltration, and earthworks. The project area had historically experienced variable loading conditions across the site. As such, Joe developed a pre-load program to mitigate the potential differential settlement across the building footprint resulting from the variable historic loading conditions. He provided oversight of construction activities during the pre-load and earthwork phases to ensure that geotechnical recommendations were properly implemented.

Greg Wilson, PG, CEG

Senior Associate Engineering Geologist

Greg Wilson is a seasoned geotechnical engineering professional with extensive experience managing and supervising complex investigations, construction support services, and multidisciplinary teams. As a leader, Greg oversees the full lifecycle of geotechnical projects—from proposal development and risk assessment to design deliverables and client interfacing. He is responsible for division performance, profitability, and strategic direction, working closely with clients, design teams, and public agencies to ensure technical excellence and timely delivery. His responsibilities include preparing and reviewing geotechnical investigation, fault hazard evaluation, and geophysical reports; coordinating field investigations; managing budgets and schedules; and leading efforts in business development and marketing.

Greg has trained and guided field staff, project managers, and professional geologists and engineers, developed succession plans and conducted performance evaluations to foster team growth and operational continuity. His technical expertise spans geotechnical and geologic hazard evaluations, geophysical surveys, a broad range of construction-phase observations, including slope stabilization, deep foundation systems, grouting, and retaining wall construction. With a track record of managing small- to large-scale investigations, construction oversight, and staff development, Greg brings a well-rounded, client-focused approach to geotechnical engineering leadership.

Project Experience

Surfside Academy, Oceanside, California, Oceanside Unified School District (January – March 2024)

Senior Geologist & Project Manager. Greg served as the senior engineering geologist and project manager for the geotechnical investigation phase of the Surfside Educational Academy reconstruction project. The project consisted of the partial demolition of existing buildings, construction of new buildings, and upgrades to existing utilities. The geotechnical scope of work generally consisted of the performance of a subsurface investigation, geotechnical laboratory testing, data analysis and engineering, and providing geotechnical conclusions and recommendations regarding subsurface conditions at the site. The subsurface investigation scope consisted of advancing 16 exploratory borings to a depth of up to approximately 50 feet below ground surface (bgs).

Pacific High School Student Center, San Bernardino, California, San Bernardino City Unified School District (October – December 2022)

Senior Geologist & Project Manager. Greg served as the senior engineering geologist and project manager for the geotechnical investigation phase of the Pacific High School Student Center reconstruction project. The project consisted of the design and construction of a new, approximately 8,700-square-foot student center building. The geotechnical scope of work generally consisted of the performance of a subsurface investigation, geotechnical laboratory testing, data analysis and engineering, and providing geotechnical conclusions and recommendations regarding subsurface conditions at the site. The subsurface investigation scope consisted of advancing four exploratory borings to a depth of up to approximately 50 feet bgs.

Education

BS Geology, University of California Los Angeles, 2015

Years of Experience

11

Joined Terraphase

2025

Professional History

Terraphase Engineering Inc., Senior Associate Engineering Geologist, 2025-present

MTGL Inc., Principal Geologist/Engineering Manager, 2024 – 2025; Senior Geologist/Geotechnical Field Supervisor, 2022 – 2024

SCST/Atlas Technical Consultants, Project Geologist, 2019 – 2022

Ninyo & Moore, Senior Staff Geologist, 2015 – 2019

Licenses/Registrations

Registered Certified Engineering Geologist in California; License No. 2776

Registered Professional Geologist in California; License No. 9777

Registered Geologist in Oregon; License No. G3020

Registered Licensed Engineering Geologist in Washington; License No. 25026919

Certification/Training

40-hour EM-385-1-1 USACE Safety & Health Certificate

CPN Radiation Certificate

Southwestern Community College Student Union Building, Chula Vista, California, Southwestern Community College District (February – October 2023)

Senior Geologist & Field Supervisor. Greg served as the senior engineering geologist and field supervisor for the geotechnical construction phase of the Southwestern College Student Union Building project. The project consisted of the design and construction of a new, approximately 65,000-square-foot student services building. The geotechnical scope of work generally consisted of the performance of geotechnical observations during construction, soils testing, and materials testing and special inspection services.

1673 9th Street Veterinary Services Building, Santa Monica, California (March – May 2025)

Principal Geologist & Project Manager. Greg served as the principal engineering geologist and project manager for the geotechnical investigation phase of the 1673 9th Street Veterinary Services Building project. The project consisted of the design and construction of a new, three-story, 5,200-square-foot veterinary services building. The geotechnical scope of work generally consisted of the performance of a subsurface investigation, geotechnical laboratory testing, data analysis and engineering, and providing geotechnical conclusions and recommendations regarding subsurface conditions at the site. The subsurface investigation scope consisted of advancing four exploratory borings to a depth of up to approximately 50 feet bgs.

San Gabriel Valley Aquatic Center, La Puente, California, Balfour Beatty Construction (January – March 2023)

Senior Geologist & Project Manager. Greg served as the senior engineering geologist and project manager for the geotechnical investigation phase of the San Gabriel Valley Aquatic Center project. The project consisted of the design and construction of a new aquatic center generally consisting of an 11,600-square-foot aquatics building, a 1,500-square-foot storage building, a 12,650-square-foot competition pool, a 6,150-square-foot activity pool, a 25,000-square-foot pool deck, bleachers, fencing, lighting, shade structures, an amphitheater, playground, garden area, and new pedestrian and vehicular pavements and parking areas. The geotechnical scope of work generally consisted of the performance of a subsurface investigation, geotechnical laboratory testing, data analysis and engineering, and providing geotechnical conclusions and recommendations regarding subsurface conditions at the site. The subsurface investigation scope consisted of advancing six exploratory borings to a depth of up to approximately 50 feet bgs.

MarBrisa Villa 62, Carlsbad, California, Grand Pacific Resorts (January – March 2023)

Senior Geologist & Project Manager. Greg served as the senior engineering geologist and project manager for the geotechnical investigation phase of the MarBrisa Resorts Villa 62 project. The project consisted of the design and construction of a new multi-story villa hotel building at the existing MarBrisa resort, along with new utilities, pedestrian and vehicular pavements, and stormwater best management practices (BMPs). The geotechnical scope of work generally consisted of the performance of a subsurface investigation, geotechnical laboratory testing, data analysis and engineering, and providing geotechnical conclusions and recommendations regarding subsurface conditions at the site. The subsurface investigation scope consisted of advancing four exploratory borings to a depth of up to approximately 20 feet bgs.

Arden Drive Infiltration Study & Street Improvement Project, EL Monte, California, Onward Engineering (May – June 2024)

Senior Geologist & Project Manager. Greg served as the senior engineering geologist and project manager for the design phase of the Arden Drive Infiltration Study and Street Improvement project. The project consisted of the design and construction of infiltration trenches along Arden Drive between Valley Boulevard and Lower Azusa Road. The geotechnical scope of work generally consisted of the performance of a subsurface investigation and stormwater infiltration testing, geotechnical laboratory testing, data analysis and engineering, and providing geotechnical conclusions and recommendations regarding subsurface conditions at the site. The subsurface investigation scope consisted of advancing five exploratory borings to a depth of up to approximately 5 feet bgs and converting the borings to borehole percolation tests.



STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS



This Is To Certify That Pursuant
To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

Andrew Thomas Guatelli

IS DULY AUTHORIZED TO USE THE TITLE

GEOTECHNICAL ENGINEER

In The State of California, and Is Entitled To All The Rights and
Privileges Conferred In Said Code

WITNESS OUR HAND AND SEAL

Certificate No GE 2320

This 9th day of February, 1996, at Sacramento, California.

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS
AND LAND SURVEYORS



Cinde Christenson

Executive Officer

Ted C. Fairfield

President

Board for Professional Engineers, Land Surveyors, and Geologists

2535 Capitol Oaks Drive, Suite 300
Sacramento, CA 95833-2944
(916) 999-3600
Toll Free: (866) 780-5370
www.bpelsg.ca.gov



Certified Engineering Geologist

Certificate No.
EG 2650

Expiration
11/30/2027

CHRISTINA TRETINJAK
5710 RUFFIN RD
SAN DIEGO, CA 92123-1013

Receipt No.
52672059

Signature _____

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS



This is to Certify that Pursuant
To the Provisions of Chapter 12.5, Division 3 of the Business and Professions Code

Gregory S Wilson

IS DULY CERTIFIED AS AN
ENGINEERING GEOLOGIST

In the State of California, and is Entitled to all the Rights and
Privileges Conferred in Said Code

WITNESS OUR HAND AND SEAL

Certificate No. **EG 2776**

This 30th day of December, 2022, at Sacramento, California.

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS

Handwritten signature of Richard B. Moore in blue ink.

Richard B. Moore, P.L.S. – Executive Officer

Handwritten signature of Rossana D'Antonio in blue ink.

Rossana D'Antonio, C.E. – Board President



Attachment 3

Terraphase Equipment Rates

Terraphase Standard Rates: Equipment and Supplies				
Transportation	¹Units	2026 Unit Rate	2027 Unit Rate	2028 Unit Rate
Field Vehicle	Half Day	\$ 120	\$ 126	\$ 132
	Day	\$ 210	\$ 221	\$ 232
	Week	\$ 920	\$ 966	\$ 1,014
Field Equipment	¹Units	2026 Unit Rate	2027 Unit Rate	2028 Unit Rate
IPad and Electronic Field Data	Day	\$ 42	\$ 44	\$ 46
	Week	\$ 160	\$ 168	\$ 176
Additional Field Equipment	¹Units	2026 Unit Rate	2027 Unit Rate	2028 Unit Rate
2-inch Gasoline-powered Centrifugal Pump (includes hoses)	Day	\$ 114	\$ 120	\$ 126
2-inch Submersible Pump + Controller	Day	\$ 207	\$ 217	\$ 228
360 Camera	Day	\$ 25	\$ 26	\$ 27
	Week	\$ 98	\$ 103	\$ 108
Air compressor	Day	\$ 62	\$ 65	\$ 68
	Week	\$ 241	\$ 253	\$ 266
Air Pressure Monitoring	Day	\$ 31	\$ 32	\$ 34
	Week	\$ 98	\$ 103	\$ 108
Air Sampling Pumps – High or Low Volume (per pump)	Day	\$ 52	\$ 54	\$ 57
	Week	\$ 206	\$ 216	\$ 227
Bladder Pump – Low-flow	Day	\$ 201	\$ 211	\$ 221
Bladder Pump Controller – MP10H	Day	\$ 319	\$ 335	\$ 352
Certified EPA RRP Vacuum	Day	\$ 62	\$ 65	\$ 68
Colorimeter & Reagents	Daily	\$ 80	\$ 84	\$ 89
Double-Ring Infiltrometer	Day	\$ 114	\$ 120	\$ 126
Drone	Day	\$ 302	\$ 317	\$ 333
Drum Vacuum	Day	\$ 122	\$ 128	\$ 134
Dynamic Cone Penetrometer	Day	\$ 316	\$ 332	\$ 349
Dynamic Cone Penetrometer Points	Each	\$ 35	\$ 37	\$ 39
Fall Protection Device	Day	\$ 302	\$ 317	\$ 333
	Week	\$ 1,204	\$ 1,264	\$ 1,327
Field Laptop Computer	Day	\$ 46	\$ 49	\$ 51
FlowTracker Acoustic Doppler Velocimeter Stream Gaging Equipment	Day	\$ 230	\$ 241	\$ 253
Generator-Electrical	Day	\$ 82	\$ 87	\$ 91
Generator & Fuel	Day	\$ 81	\$ 85	\$ 90
Geophysical Draw Works	Day	\$ 688	\$ 722	\$ 759
Geophysical Logging Equipment (Caliper)	Day	\$ 402	\$ 422	\$ 443
Geophysical Logging Equipment (Gamma/Resistivity/Temp)	Day	\$ 574	\$ 602	\$ 633
Geosub Pump	Day	\$ 158	\$ 165	\$ 174
GPS - Bluetooth for Ipad (R1)	Day	\$ 91	\$ 95	\$ 100
GPS Handheld (GeoXH)	Day	\$ 302	\$ 317	\$ 333
Hammer Drill	Day	\$ 91	\$ 95	\$ 100
Hand Auger (small)	Day	\$ 19	\$ 19	\$ 20
Hand Auger (standard size)	Day	\$ 98	\$ 103	\$ 108
Hand Tools (PCB Sampling)	Day	\$ 62	\$ 65	\$ 68
Handheld Ambient Weather Meter	Day	\$ 72	\$ 76	\$ 79
	Week	\$ 217	\$ 228	\$ 240
Helium	Day	\$ 230	\$ 241	\$ 253
Heron Oil Interface Meter	Day	\$ 98	\$ 103	\$ 108
Hydrasleeve Sampling Equipment	Day	\$ 35	\$ 37	\$ 39
Magnetic Locator (Schonstedt GA-52CX)	Day	\$ 62	\$ 65	\$ 68
Manometer kit (digital)	Day	\$ 31	\$ 32	\$ 34
Mechanical Sieve Sample Equipment	Per Well	\$ 58	\$ 61	\$ 64
Metal Detector	Day	\$ 37	\$ 39	\$ 41
Metal Detector (Geonics EM-61)	Day	\$ 574	\$ 602	\$ 633

Additional Field Equipment	¹Units	2026 Unit Rate	2027 Unit Rate	2028 Unit Rate
Moisture Meter	Day	\$ 79	\$ 83	\$ 87
	Week	\$ 211	\$ 222	\$ 233
Nuclear Density Gauge	Day	\$ 108	\$ 114	\$ 119
Nuclear Density Gauge Test	Per Test	\$ 43	\$ 45	\$ 48
Outdoor Community Air Monitoring Station (Dust and TVOCs)	Day	\$ 172	\$ 181	\$ 190
	Week	\$ 458	\$ 481	\$ 505
Peristaltic Pump	Day	\$ 91	\$ 95	\$ 100
PH Meter	Day	\$ 31	\$ 32	\$ 34
Photoionization Detector (PID)	Day	\$ 128	\$ 134	\$ 141
	Week	\$ 398	\$ 417	\$ 438
Pit Depth Gauge	Day	\$ 31	\$ 32	\$ 34
Pneumatic Slug Testing Kit	Day	\$ 151	\$ 159	\$ 167
Portable Nuclear Density Gauge	Per Hour	\$ 6	\$ 6	\$ 7
Portasens II Gas Detector (Ozone detector)	Day	\$ 91	\$ 95	\$ 100
Purple Air Monitor	Day	\$ 37	\$ 39	\$ 41
	Week	\$ 145	\$ 152	\$ 160
Resistivity 4-Point Gauge	Day	\$ 402	\$ 422	\$ 443
Sampling Shroud	Day	\$ 62	\$ 65	\$ 68
Shop Vacuum	Day	\$ 19	\$ 19	\$ 20
Single-Ring Infiltrometer	Day	\$ 58	\$ 61	\$ 64
Slope Inclinometer	Day	\$ 402	\$ 422	\$ 443
Soil Auger Field Kit (AMS)	Day	\$ 169	\$ 177	\$ 186
Sonic Sounder - Water Level Meter	Day	\$ 58	\$ 61	\$ 64
Survey Gear (laser level & rod)	Day	\$ 99	\$ 104	\$ 109
SVE Pilot Test Package	Day	\$ 423	\$ 444	\$ 467
Trailer Transfer Tank	Day	\$ 138	\$ 145	\$ 152
	Week	\$ 516	\$ 542	\$ 569
Turbidity meter	Day	\$ 43	\$ 45	\$ 48
Ultrasonic Flow Meter	Day	\$ 230	\$ 241	\$ 253
Vacuum Sample Box (Terraphase)	Day	\$ 72	\$ 76	\$ 79
VelociCalc	Day	\$ 62	\$ 65	\$ 68
Water Level Sounder 0 to 300'	Day	\$ 35	\$ 37	\$ 39
Water Level Sounder 300' and deeper	Day	\$ 69	\$ 72	\$ 76
Water Level Transducer/Data Logger	Day	\$ 58	\$ 61	\$ 64
Water/Product Interface Probe	Day	\$ 87	\$ 91	\$ 95
Water Quality Meter	Day	\$ 230	\$ 241	\$ 253
Weather Station - Vaisala + solar array + data logger	Day	\$ 91	\$ 95	\$ 100
	Week	\$ 362	\$ 380	\$ 399
Xitech Vacuum Box	Day	\$ 56	\$ 58	\$ 61
Zip Level	Day	\$ 206	\$ 216	\$ 227

Consumables	¹ Units	2026 Unit Rate	2027 Unit Rate	2028 Unit Rate
1L Tedlar Bags	Bags	\$ 25	\$ 26	\$ 28
42-Gallon Contractor Bags	Box	\$ 49	\$ 52	\$ 54
55-Gallon Container	Each	\$ 246	\$ 258	\$ 271
Absorbent Pads	Each	\$ 4	\$ 4	\$ 5
ART System Suction Hose (couplings not included in cost)	Per Ft.	\$ 7	\$ 8	\$ 8
Bailer	Each	\$ 30	\$ 32	\$ 34
Bladder and Grab Plate	Each	\$ 37	\$ 39	\$ 41
Daily Consumables (includes gloves, Ziplock bags and trash bags)	Each	\$ 25	\$ 26	\$ 28
Groundwater Filter (0.45 microns)	Each	\$ 25	\$ 26	\$ 28
Lock	Each	\$ 23	\$ 24	\$ 25
Monitor Well Skimmer Sock	Each	\$ 4	\$ 4	\$ 5
Nitrile Gloves	Large Box	\$ 32	\$ 33	\$ 35
Non-Hazardous Waste Label	Each	\$ 2	\$ 2	\$ 2
Nyloflow Tubing	Per Ft.	\$ 3	\$ 3	\$ 3
Poly Tubing	Foot	\$ 3	\$ 3	\$ 3
Silicon Tubing	Foot	\$ 5	\$ 6	\$ 6
Soil Gas Airstone (temporary)	Each	\$ 7	\$ 8	\$ 8
Soil Gas Stainless Steel Well Screen (permanent)	Each	\$ 57	\$ 60	\$ 63
Spray Paint	Can	\$ 14	\$ 14	\$ 15
String	Roll	\$ 25	\$ 26	\$ 28
Teflon Lined Poly Tubing	Foot	\$ 5	\$ 6	\$ 6
Teflon Tubing	Foot	\$ 6	\$ 7	\$ 7
Tygon Tubing	Per Ft.	\$ 4	\$ 4	\$ 5
Vapor Pin (Permanent)	Each	\$ 185	\$ 194	\$ 204
Vapor Pin (Temporary)	Each	\$ 124	\$ 130	\$ 137

Daily Fees	¹ Units	2026 Unit Rate	2027 Unit Rate	2028 Unit Rate
Field Health and Safety and Decon Supplies	Day	\$ 35	\$ 37	\$ 39

Footnotes

1. Only consecutive days count toward transitioning to the next unit rate type (e.g., half-day to daily, and daily to weekly). For example, two consecutive half days equal one full day,

Attachment 4

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Digital Insurance LLC-San Francisco, CA 314 West Portal Ave San Francisco CA 94127-1412 License#: 0E50845 TERRENG-01	CONTACT NAME: Annie Linstroth PHONE (A/C No. Ext): 4156802105 FAX (A/C, No): E-MAIL ADDRESS: alinstroth@myCALteam.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Crum & Forster Specialty Ins</td> <td>44520</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Aspen Specialty Ins Co</td> <td>10717</td> </tr> <tr> <td>INSURER D : National Fire Ins Co Of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER E : AXIS Specialty Ins. Co.</td> <td>15610</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Crum & Forster Specialty Ins	44520	INSURER B : Continental Insurance Company	35289	INSURER C : Aspen Specialty Ins Co	10717	INSURER D : National Fire Ins Co Of Hartford	20478	INSURER E : AXIS Specialty Ins. Co.	15610	INSURER F :
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INSURER E : AXIS Specialty Ins. Co.	15610														
INSURER F :															
INSURED Terraphase Engineering Inc. 1300 Clay Street, Suite 1000 Oakland CA 94612															

COVERAGES

CERTIFICATE NUMBER: 1913639928

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Prof Liab/Pol	Y	Y	EPK-160591	10/4/2025	10/4/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Prof Liab/Pol \$ 5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8035074943	10/4/2025	10/4/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EX00UFY25	10/4/2025	10/4/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A		Y	8035077812	10/4/2025	10/4/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	WC All Other States Excess Liability	Y Y	Y Y	8035077793 ELZ679864/01/2025	10/4/2025 10/4/2025	10/4/2026 10/4/2026	\$1M/\$1M 1,000,000 2nd Layer \$5M XS 11,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Terraphase Engineering, Inc. 1300 Clay Street, Suite 1000 Oakland CA 94612	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Attachment 5

Local Business Participation Form

EXHIBIT "C"

LOCAL BUSINESS UTILIZATION AFFIRMATION WORKSHEET

Firm or Team: Terraphase Engineering Inc.

Our Firm or Team affirms that it will achieve OUSD's minimum Local Business Utilization (LBU) requirements. Included in our Statement of Qualifications is a detailed narrative and strategy describing how the Firm or Team intends to meet or exceed the District's LBU requirements.

The narrative shall describe previously implemented methods used for successful local business utilization and shall be inclusive of at least three (3) project relevant California K-12 examples.

The narrative includes our LBU strategy, but not limited, to the following:

- **Category 1:** An outline of small and local firms (by professional service discipline) with planned partnership/JV Partnership
- **Category 2:** Other identified opportunities for local and small local utilization; Expressed Plan/Strategies to Increase LBP
- **Category 3:** Areas and/or scopes that have been identified as carve out opportunities for small, local partners
- **Category 4:** Relevant California K-12 project examples
- **Category 5:** Previously implemented methods used for successful Local Business Utilization

We understand that the submitted narrative and strategy will be scored and awarded up to 5 additional points by the District's LBU Consultant for incorporation into the SOQ evaluations.

Minimum Local Business Participation per District Policy can be found in the following link:

<https://www.ousd.org/facilities-planning-management/opportunities/lbu-policy>

Signature:  _____

Date: 04 / 28 / 2025

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Geotechnical and Geohazard Consulting Services	Site	918
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
-----------------------------	---

Contractor Information

Contractor Name	Terraphase Engineering, Inc.	Agency's Contact	Alice Hale Price		
OUSD Vendor ID #	004240	Title	Principal Engineer		
Street Address	1300 Clay Street	City	Oakland	State	CA Zip 94612
Telephone	510-645-1850	Policy Expires			
Contractor History	Previously been an OUSD contractor?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
OUSD Project #	25117				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-25-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2028
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$0.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information


If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
TBD	01 General Fund; 14 Deferred Maintenance 21 Building Fund 25 Developer Fees 35 County Schools Facilities 40 Special Reserve for Capital Outlay Projects	TBD	5825	\$0.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities Planning & Management <i>Pranita Ranbhise</i>				
	Signature	Email: pranita.ranbhise@ousd.org	Date Approved	05/25/2026	
2.	Counsel, Department of Facilities Planning and Management				
	Signature	<i>James Traber</i>		Date Approved	5/22/2026
	Chief Systems and Services Officer				

3.	Signature 	Date Approved	05/25/2026
Chief Financial Officer Preston Thomas (May 25, 2026 17:33:38 PDT)			
4.	Signature	Date Approved	
President, Board of Education			
5.	Signature	Date Approved	