

# Ohlone Community College District

## CONTRACT AMENDMENT #2

**Contract #162-1102-002**  
**Date of original contract: June 25, 2003**  
**Date of Amendment: August 11, 2004**

This is an amendment to the Agreement dated April 9, 2003, between **MBT Architecture ("Architect")** and **Ohlone Community College District ("District")** for Architectural Services for the Ohlone College Newark Center Bond Project as detailed in Contract number 162-1102-002.

The parties agree to the following changes and/or additions to the Agreement:

- 1. Architect will perform additional services in accordance with the MBT Proposal dated August 4, 2004, utilizing the Subconsultants as proposed.**
- 2. Fees will be paid for these additional services as detailed in the attached MBT Architecture Proposal dated August 4, 2004, which is attached hereto. The Total Fee for the additional services shall not exceed \$124,750, which will increase the original fixed price lump sum contract amount of \$3,945,857.00 to a revised total of \$4,070,607.00.**

In all other respects, the terms of the original agreement, including Amendment #1, remain in full effect. However, if there is a conflict between this Amendment and the original agreement, the terms of original contract will prevail.

Ms. Karen Cribbins-Kuklin  
**MBT Architecture**  
185 Berry Street, Suite 5700  
San Francisco, CA 94107

Marian Castaneda  
Director of Purchasing, Contract Administration,  
Auxiliary Services  
**Ohlone Community College District**  
43600 Mission Blvd.  
Fremont, CA 94539

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

4 August 2004

Donald Eichelberger  
Executive Vice President  
Stegeman & Kastner, Inc.  
c/o Ohlone Community College District  
43600 Mission Blvd  
PO Box 3909  
Fremont, CA 94539-0390

Regarding: Ohlone College Newark  
Design of Alternative Energy Systems & Geothermal Testing  
Additional Services Proposal  
MBT Project No.: M306

Dear Don:

Per your request, we are submitting the following revised additional services proposal for Alternative Energy Systems Design and Geothermal Testing services for the Ohlone College project.

The scope of services for the Design of the Alternative Energy Systems is as indicated in Alfa Tech's proposal dated 3 August 2004 and includes the Photovoltaic Design Assist services described in Attachment 1. These services will be provided on a lump sum basis in the amount of \$107,310 as an addition to the Basic Services fee.

The scope of services for the Geothermal Testing services involves an investigation to determine thermal conductivity and includes two test bores at a depth that will not penetrate the aquifers. These services involve Alfa Tech's consultant, Earth Energy Systems, Inc. A description of these services is included as Attachment 2 to Alfa Tech's 3 August 2004 proposal. The Geothermal Testing will be provided as an additional service and will be billed on an hourly basis to a billing maximum of \$17,440. We will not exceed the authorized billing maximum without additional authorization. Should Earth Energy Systems, Inc., win the bid for this work, a credit back to the project for the two bores will occur.

The total proposed fee for these services is as follows:

<b>Alternative Energy Systems:</b>	
Design Assist 612 KW Solar Power System – Fee/Expenses	\$39,500
Earth Coupled System	\$37,950
Enthalpy Wheel Energy Recovery System	<u>\$29,860</u>
Total Lump Sum Fee	\$107,310
Geothermal Testing – Hourly Not to Exceed	<u>\$17,440</u>
Total Proposed Fee	\$124,750



August 3, 2004

Karen Cribbins-Kuklin  
MBT Architects  
185 Berry St, Suite 5100  
San Francisco, CA 94107

Regarding: Ohlone Newark Community College

Subject: Design of Alternate Energy Systems

Dear Karen:

Thank you for requesting this additional services proposal from ALFA TECH, INC. (AT) to provide engineering services for the above referenced project.

#### PART 1 - PROJECT DESCRIPTION

The project scope is design assist engineering documentation for a new 612 kW photovoltaic plant, full design services for the earth coupled geothermal system, full design services for the enthalpy wheel energy recovery dedicated outside air system, and the bore hole testing.

For the purpose of accomplishing this project, AT is pleased to offer the following services.

#### PART 2 - SCOPE OF SERVICES

##### General

- 2.1 Provide design-assist engineering services for the new 612 kW photovoltaic plant which will supplement the base building system supplied via the local utility, see attached detailed description of services (Attachment 1).
- 2.2 Engineering, Design Documentation, and CA services for the Underground Earth Coupled Piping Exchange System design for use with the base building Water Source Heat Pump system (WSHPS). This system will be a hybrid Geothermal Loop with vertical bores, supplemental fluid cooler system, and supplemental boiler system.
- 2.3 Engineering, Design Documentation, and CA services for the enthalpy wheel design for energy recovery of classroom ventilation air with the base building (WSHPS). This system will be a pre-conditioned dedicated outside air ventilation system.
- 2.4 Geothermal bore-hole testing and aquifer depth testing. See attachment 2 for detailed description of services.

#### PART 3 - FEES AND PAYMENTS

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120 Montgomery Street, Suite 715 • San Francisco, CA 94104 • Phone 415.788.6000 • Fax 415.788.6040

San Jose • San Francisco • Sydney • Singapore • Hong Kong

DESIGN FEE

Scope	Fee
Design Assist 612 Kw Solar Power System	\$38,500 + \$1,000 Reimb.
Earth Coupled System	\$37,950
Enthalpy Wheel Energy Recovery System	\$29,860
Bore Hole Testing	\$17,440
<b>Total Fee</b>	<b>\$124,750</b>

Terms of Payment

- 3.1 Payments shall be made monthly based on the percent complete of the services as indicated in the fee proposal above.
- 3.2 No deductions shall be made from AT's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.
- 3.3 If the project is suspended for more than one month or abandoned in whole or in part, AT shall be paid compensation for services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment. If the project is resumed after being suspended, AT's compensation shall be subject to renegotiation.
- 3.4 AT shall bill monthly for services. If the Client objects to any bill submitted, he shall so advise in writing. If the Client fails to pay AT within 60 days after receipt and acceptance of AT's bill, AT may, after giving seven days' written notice to the Client, suspend services under this agreement until his outstanding bills which have been accepted by the Client have been paid in full.
- 3.5 Invoices will be issued monthly on or about the 10th for services performed for the previous month. A final invoice shall be issued when we have completed our services. The net invoice amount shall be due and payable thirty (30) days from the invoice date.

PART 4 - LIABILITY

- 4.1 AT will prepare design documents in accordance with generally accepted professional practices for the intended use of the project and makes no further warranty either expressed or implied.
- 4.2 AT has errors and omissions insurance coverage of \$1,000,000. AT shall only be responsible for the cost of change orders due to their negligent acts, errors, or omissions where the services performed are not in accordance with generally accepted professional practices and if they are not discovered in a timely manner during construction. Any value received by Owner for such change orders shall be deducted from any liability costs to AT and AT shall be given the opportunity to negotiate with the job contractors and/or other contractors of AT's choice on any items that will result in liability cost to AT prior to the work proceeding. AT shall not be responsible for any costs that result from concealed conditions or any other conditions that are beyond their control or that they would not reasonably be expected to have considered as part of a normal design process. Any charges assessed to AT shall be reduced by the difference between the total contract amount (or total fee budget for time and expense projects) and the actual amount previously paid to AT. The

MBT  
Alternative Energy Systems  
August 3, 2004

total liability shall be limited to the amount of fee actually paid.

- 4.3 AT shall not be responsible for the means, methods, procedures, technique, or sequences of construction, for safety on the job site or for the contractor's failure to carry out the work in accordance with the Contract Documents.

PART 5 - OWNERSHIP OF DOCUMENTS

- 5.1 Calculations, drawings, and specifications prepared by AT shall remain the property of AT whether the project for which they are made is executed or not. They may not be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to AT. The client agrees not to make or knowingly allow any changes to be made to these documents without written authorization from AT.

We appreciate the opportunity to participate in this project with you. If you have any questions, please do not hesitate to call.

Sincerely,

ALFA TECH, INC.

By .....

Michael Lucas, P.E.  
President

cc: Joe Fay, P.E.  
Hormoz Janssens, P.E.

PLEASE SIGN AND RETURN ONE COPY FOR OUR RECORDS OR ISSUE YOUR PURCHASE ORDER  
REFERENCING THIS PROPOSAL.

AGREED AND ACCEPTED:

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

2004 Billing Rate Schedule

Employee Billing Classification	Billing Rate
Senior Principal	\$185.00
Principal	\$145.00
Project/Construction Manager III	\$145.00
Project/Construction Manager II	\$120.00
Project/Construction Manager I	\$105.00
Engineer III	\$120.00
Engineer II	\$115.00
Engineer I	\$110.00
Project Engineer II	\$95.00
Project Engineer I	\$85.00
Designer III	\$105.00
Designer II	\$95.00
Designer I	\$90.00
CAD Operator	\$85.00
Administrative Manager	\$105.00
Office Manager	\$85.00
Administrative Support	\$60.00

# ATTACHMENT 1



July 13, 2004

Susan Seastone  
Project Manager  
MBT Architects  
185 Berry St, Suite 5700  
San Francisco, CA 94107

Regarding: Ohlone Newark Community College

Subject: Photovoltaic Design Assist Proposal

Dear Karen:

Thank you for requesting this proposal from ALFA TECH, INC. (AT) to provide design assist engineering services for the above referenced project.

## PART 1 - PROJECT DESCRIPTION

The project scope is design assist engineering documentation for a new 612 kW photovoltaic plant.

For the purpose of accomplishing this project, AT is pleased to offer the following services.

## PART 2 - SCOPE OF SERVICES

### General

- 2.1 Provide electrical design coordination and engineering support for roof mounted PV system.
- 2.2 Owner will bid work out separately to turn-key PV system integrators
- 2.3 Prepare performance based specifications
- 2.4 Coordinate with the owner selected PV system supplier to assure integration of the equipment into the campus electrical system

## PART 3 - DELIVERABLES

### Design Development Phase

- 3.1 Attend coordination meetings at MBT where the PV supplier will be present.
- 3.2 Prepare design development plan drawings for equipment rooms showing combiner boxes, inverters, and transformers
- 3.3 Review suppliers roof plan layout.
- 3.4 Prepare preliminary load calculations based on PV supplier equipment data.
- 3.5 Develop cooling systems for the equipment rooms to maintain space temperature. PV supplier to provide complete heat loss data and space temperature requirements.
- 3.6 Prepare preliminary single line diagram showing PV feeder . Sizing to be based on PV supplier input.

Construction Document Phase

- 3.7 Coordinate final design with the PV equipment supplier
- 3.8 Coordinate final design with other disciplines
- 3.9 Update single line diagram
- 3.10 Update floor plans and roof plan

Permit and Bid Phase

- 3.11 Respond to bid questions
- 3.12 Respond to plan check comments

Construction Administration Phase

- 3.13 Respond to RFI's
- 3.14 Review submittals
- 3.15 Provide on site visit for the final punchlist

PART 4 - PROJECT ASSUMPTIONS

- 4.1 Structural details will be shown on the structural drawings and designed by the supplier
- 4.2 All drawings, documents, and specifications for a complete 'turnkey' design and construction will be provided by the PV system supplier.

- 4.3 The PV supplier will be responsible for providing complete documentation to PG&E for the interconnect agreement and the self-generation rebate application.
- 4.4 The roof array layout will be designed by the supplier in AutoCAD format
- 4.5 Cost estimating if required will be by others.
- 4.6 CAD backgrounds will be provided to AT.
- 4.7 The PV supplier will prepare as-built drawings in AutoCAD format
- 4.8 Design meetings and site visits are limited to those explicitly indicated in this proposal.
- 4.9 The PV equipment supplier will attend design team meetings as necessary.
- 4.10 The engineer of record will be the PV system supplier or other person (not AT)

#### PART 5- ADDITIONAL SERVICES

- 5.1 AT will provide Additional Services when authorized. Work for additional services will be billed hourly in accordance with ALFA TECH's current Billing Rate Schedule, or at a negotiated fixed fee, to be determined.
- 5.2 Any work beyond AT's assumptions (schedule, scope, exhaustive studies, etc.) will be considered as work subject to additional fees.
- 5.3 Value engineering re-design not arising from our scope of work.
- 5.4 Owner requested design or programmatic changes, after start of designs will be considered as additional services.
- 5.5 Changes in PV equipment supplier chosen after design has commenced.

#### PART 6- PROJECT SCHEDULE

- 6.1 Our fee is based on the following project schedule:
  - A. Design Development: 4 weeks after selection of the equipment supplier
  - B. Construction Documents: 8 weeks after receipt of comments from the DD phase
  - C. Permit/Bid: 8 weeks
  - D. Construction Administration: 12 months

#### PART 7- FEES AND PAYMENTS

Basic Services

AT proposes to perform the services outlined above for the lump sum fixed fee amount as scheduled below (exclusive of reimbursable expenses):

DESIGN FEE

Scope	Fee
Design Development	\$12,000
Construction Documents	\$22,000
Permit and Bid Phase	\$1,500
CA Phase	\$3,000
Total Fee	\$38,500

Reimbursable Expenses

Project related reimbursable costs will be invoiced at cost plus 10% over and above the basic services listed above. The estimated allowance for reimbursable expenses is \$1,000. We are not anticipating travel outside of the Bay Area.

Reimbursable expenses include, but are not limited to:

1. Printing Costs: Plots, blueprints, vellums, copies, and other reproduction costs.
2. Mailing and delivery expenses.
3. Auto expense (including mileage and City parking).

Reimbursable Type	Cost
In-House Final Plots	\$2.40/sq. ft.
In-House Check Plots	\$0.60/sq. ft.
In-House Prints	\$0.15/sq. ft.
In-House Copies	\$0.10 each
Mileage	\$0.36/mile
Out-Sourced Prints/Copies	Cost + 10%
Out-Sourced Delivery/Mailing	Cost + 10%

Terms of Payment

- 7.1 Payments shall be made monthly based on the percent complete of the services as indicated in the fee proposal above.
- 7.2 No deductions shall be made from AT's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.
- 7.3 If the project is suspended for more than one month or abandoned in whole or in part, AT shall be paid compensation for services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment. If the project is resumed after being suspended, AT's compensation shall be subject to renegotiation.
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- 7.5 Invoices will be issued monthly on or about the 10th for services performed for the previous month. A final invoice shall be issued when we have completed our services. The net invoice amount shall be due and payable thirty (30) days from the invoice date.

#### PART 8- LIABILITY

- 8.1 AT will prepare design documents in accordance with generally accepted professional practices for the intended use of the project and makes no further warranty either expressed or implied.
- 8.2 AT has errors and omissions insurance coverage of \$1,000,000. AT shall only be responsible for the cost of change orders due to their negligent acts, errors, or omissions where the services performed are not in accordance with generally accepted professional practices and if they are not discovered in a timely manner during construction. Any value received by Owner for such change orders shall be deducted from any liability costs to AT and AT shall be given the opportunity to negotiate with the job contractors and/or other contractors of AT's choice on any items that will result in liability cost to AT prior to the work proceeding. AT shall not be responsible for any costs that result from concealed conditions or any other conditions that are beyond their control or that they would not reasonably be expected to have considered as part of a normal design process. Any charges assessed to AT shall be reduced by the difference between the total contract amount (or total fee budget for time and expense projects) and the actual amount previously paid to AT. The total liability shall be limited to the amount of fee actually paid.
- 8.3 AT shall not be responsible for the means, methods, procedures, technique, or sequences of construction, for safety on the job site or for the contractor's failure to carry out the work in accordance with the Contract Documents.

#### PART 9- OWNERSHIP OF DOCUMENTS

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MBT  
Ohlone PV System  
July 13, 2004

to this project except by agreement in writing and with appropriate compensation to AT. The client agrees not to make or knowingly allow any changes to be made to these documents without written authorization from AT.

We appreciate the opportunity to participate in this project with you. If you have any questions, please do not hesitate to call.

Sincerely,

ALFA TECH, INC.

By. ....

Joseph W. Fay, P.E.  
Engineering Manager

cc: Michael Lucas, P.E.  
Hormoz Janssens, P.E.

PLEASE SIGN AND RETURN ONE COPY FOR OUR RECORDS OR ISSUE YOUR PURCHASE ORDER  
REFERENCING THIS PROPOSAL.

AGREED AND ACCEPTED:  
For MBT: Susan Seastone

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

2004 Billing Rate Schedule

Employee Billing Classification	Billing Rate
Senior Principal	\$185.00
Principal	\$145.00
Project/Construction Manager III	\$145.00
Project/Construction Manager II	\$120.00
Project/Construction Manager I	\$105.00
Engineer III	\$120.00
Engineer II	\$115.00
Engineer I	\$110.00
Project Engineer II	\$95.00
Project Engineer I	\$85.00
Designer III	\$105.00
Designer II	\$95.00
Designer I	\$90.00
CAD Operator	\$85.00
Administrative Manager	\$105.00
Office Manager	\$85.00
Administrative Support	\$60.00



## ATTACHMENT 2

July 3, 2004

Susan Seastone  
MBT Architects  
185 Berry Street, Suite 5100  
San Francisco, CA 94107

Re: Ohlone College Newark – Geothermal Testing

Dear Susan:

We finally got the pricing for the geothermal testing. The contractor was on vacation. This testing includes two boreholes up to 300 feet deep and also includes testing to verify the actual depths of the aquifers.

As requested we will include the "Thermal Conductivity Analysis" testing and the associated "Test Well Drilling" costs as part of Alfa Tech's (AT) reimbursable expenses. Please, therefore advise Ohlone College that the reimbursable expense portion of our contract should be increased by \$17,440.00 (\$8720.00 for each borehole test.)

Susan please have the following indemnity added to both MBT and AT's contract.

### INDEMNITY

"Thermal Conductivity Analysis" testing and the associated "Test Well Drilling" work will be provided by an independent contractor. AT shall not be responsible for the contractor's work. The contractor shall provide all insurances necessary for such work and shall hold, AT, MBT and Ohlone College harmless from any and all claims of any kind, and any and all liability of any kind, whether or not caused by the activity of AT, MBT and Ohlone College, as it may relate to any aspect of this work.

Sincerely

Michael Lucas PE

cc: Hormoz Janssens, P.E.  
File