

31 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  
Food Services Additional Services Proposal  
MBT Project No.: M306.006

Dear Don:

We are submitting the following additional services proposal for design services of the food and beverage facility for Ohlone College.

These services involve MBT and our consultant, The Marshall Associates. A description of the scope of services is included in the consultant's proposal dated 27 August 2004, a copy of which is attached for your reference.

We propose compensation on a lump sum basis as follows:

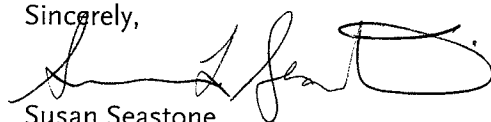
The Marshall Associates Fee	\$6,750
MBT Coordination/Administration Fee	<u>\$ 780</u>
Total Lump Sum Fee	\$7,530

Direct expenses are included in the fee stated above and are not reimbursable.

Invoicing shall be monthly and payment shall be due within thirty days from the date of the invoice. This service will be performed as an additional service to the Prime Agreement dated 25 June 2004.

Please confirm authorization of this proposal by issuing a Contract Amendment to our Agreement. MBT and consultants will wait until we receive your authorization before proceeding with these services. Please do not hesitate to call if you have any questions regarding this proposal letter.

Sincerely,



Susan Seastone  
Project Manager

cc: Karen Cribbins-Kuklin - MBT

Enclosures: Marshall Associates Proposal dated 27 August 2004

*The Marshall Associates, Inc.*

Food Service & Laundry Consultants / Designers  
409 13<sup>th</sup> Street, Suite 1300  
Oakland, CA 94612  
(510) 238-8880  
(510) 238-9231

FACSIMILE TRANSMITTAL SHEET

TO: Susan Seastone	FROM: Steve Marshall
COMPANY: MBT Architecture	DATE: August 27, 2004
FAX NUMBER: (415) 896-0802	TOTAL NO. OF PAGES INCLUDING COVER: 9
PHONE NUMBER: (415) 896-0800	SENDER'S REFERENCE NUMBER: Proposal
RE: Ohlone College - Newark Campus: Proposal for Design Services	YOUR REFERENCE NUMBER:

AS REQUESTED     FOR YOUR USE     FOR YOUR REVIEW / COMMENT     FOR APPROVAL

NOTES/COMMENTS:

Susan:

Per your request, attached is our proposal for design services for the Newark Campus - Ohlone College project.

Upon approval, please sign and return a copy to us for our records.

Should you have questions, please contact Steve.

Thank you,  
Stacey for Steve Marshall

**RECEIVED**

AUG 27 2004

**MBT Architecture**

COPY TO FILE AND:

*The Marshall Associates, Inc.*

FOODSERVICE &  
LAUNDRY  
CONSULTANTS/DESIGNERS  
TRIBUNE TOWER  
409 13TH STREET SUITE 1300  
OAKLAND, CA 94612  
415/677-1200  
FAX 415/677-1210  
info@themarshallassociates.com

STEVEN MARSHALL, FCSI  
ELIZABETH MARSHALL  
JONATHAN MARSHALL, FCSI  
MARK R. WALSH, FCSI  
LYNN SADUSKY, FCSI

August 27, 2004

**MBT Architecture**  
**185 Berry St**  
**Suite 5700**  
**San Francisco, CA 94107**

Attention: Susan Seastone

**Re: OHLONE COMMUNITY COLLEGE**  
**NEWARK CAMPUS, Newark, CA**

Proposal For the Design of the  
Food and Beverage Service Facilities

Dear Susan:

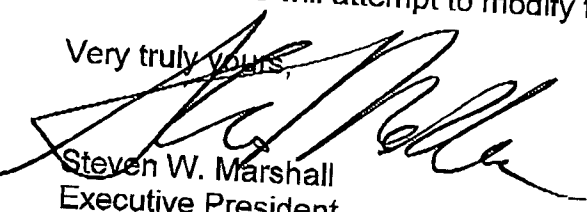
I am enclosing the original and faxing one copy of our proposal for professional services for the above noted project. The fee as quoted in this contract proposal is based on our estimate of office, field time and expenses involved in the execution of the work, as we understand it, and follows the basic outline of desired services per your scope document.

I, Steve Marshall, shall be the Principal-in-Charge and designer for this Project.

Our professional insurance in the amount of \$1,000,000.00 is carried with the National Union Fire Insurance Company of Pittsburg, PA, through our Broker, Ewing and Associates of Kensington, MD.

Should you have any questions regarding the proposal or the tasks we have outlined, please advise and we will attempt to modify the contents to our mutual satisfaction.

Very truly yours,

  
Steven W. Marshall  
Executive President

SWM/smm

*The Marshall Associates, Inc.*

August 27, 2004

**PROJECT: OHLONE COMMUNITY COLLEGE - NEWARK CAMPUS: Newark, CA**

**SUBJECT: Scope of Work and Fee for Design of the Food and Beverage Service Facilities**

The specific part of the project for which we would provide our services would consist of the following:

1. The layout, design, specification and limited supervision of all required food and beverage service equipment for a self-contained food service facility. The design will include: servery with cashier, dry storage area, refrigerated / freezer storage, utensil washing, cold food preparation area, beverages, coffee and espresso makers, grab-n-go packaged food display, condiment counter, office, and employee facilities.
2. All planning, design and execution of construction documents will be appropriate for a self-contained food service facility to serve a campus population of approximately 1,000 students and faculty. Approximate costs of food service equipment and programming to be determined.
3. This proposal includes meeting time, programming, schematic design, design development, construction documents, bidding and construction administration, all as outlined below.
4. Consultant agrees to follow Architect's directions regarding design and materials of the work as required to coordinate with the building design.

For purposes of brevity in identification, the following titles will be used in this proposal to identify the principals:

- A. The term **CONSULTANT** refers to:  
**THE MARSHALL ASSOCIATES, INC.**  
Food and Laundry Service Consultants  
409 13<sup>th</sup> Street, Suite 1300  
Oakland, CA 94612
- B. The term **ARCHITECT** refers to:  
**MBT ARCHITECTURE**  
185 Berry St., Suite 5700  
San Francisco, CA 94107
- C. The term **OWNER/OPERATOR** refers to:  
**OHLONE COMMUNITY COLLEGE**  
Fremont, CA

*The Marshall Associates, Inc.*

Page 2

**OHLONE COMMUNITY COLLEGE - NEWARK CAMPUS: Newark, CA  
Food and Beverage Service Facilities**

The services provided will be as follows:

**I. SCHEMATIC DESIGN and PROGRAM PHASE**

- A. Develop 1/8" scale freehand design studies of food service facilities, which include the Servery, Storage, and Utensil Wash areas
- B. Provide estimated total utility loads to the Mechanical and Electrical Engineers for building utility services estimating.
- C. Review the completed schematic work with the Owner, Operator and Architect to assure understanding as well as concurrence with the program outlines.

**II. DESIGN DEVELOPMENT PHASE**

- A. After approval, expand 1/8" scale schematic plan study drawing into 1/4" scale AutoCAD preliminary drawings, identifying all food and beverage service equipment by number and verifying dimensions and clearances. Coordinate with Architect to integrate detailing, color, & finishes with building design.
- B. Develop equipment schedules keyed to the preliminary drawings, identifying supply and installation responsibility.
- C. Develop an itemized equipment cost estimate.
- D. Develop four (4) loose-leaf brochures of proposed equipment keyed to the 1/4" scale plan outlined under II-A, above.
- E. Review all planning with Owner, Operator, Architect and Engineers to verify compatibility with program intent.
- F. Update utility demands provided under I-C, above, identify by area.

*The Marshall Associates, Inc.*

Page 3

**OHLONE COMMUNITY COLLEGE - NEWARK CAMPUS: Newark, CA  
Food and Beverage Service Facilities****III. CONSTRUCTION DOCUMENT PHASE**

- A. Upon approval by the Owner and Architect of complete Stage I and II work within this proposal, complete working AutoCAD, construction drawings and specifications will be prepared setting forth in detail, the quantity and quality of the Food and Beverage Service Equipment to be included in the Food and Beverage Service Equipment Contract.
- B. It is understood that these documents will permit competitive bidding within the framework of the previously established standards, or will act as a guide if the Owner purchases the equipment directly.
- C. Included in the working drawing portion of the Construction Documents will be the following:
  - 1. 1/4" scale equipment layout plans of all areas related to the Food and Beverage Service.
  - 2. 1/4" scale plan drawings indicating the required Mechanical, Plumbing, Ventilating Hood and Electrical rough-in locations. Update equipment brochures of a similar nature to those described under II-D, to be provided to further aid the Mechanical and Electrical Engineers in the completion of their work in the Food and Beverage Service areas.
  - 3. Large scale details of fabricated equipment.
- D. Specifications will outline exact quality, type, utility and manufacturer of equipment; outline acceptable alternates and provide a description of installation procedures required.
- E. Review and update itemized budget estimate prepared under II-C
- F. Drawings and specifications shall be prepared using Architect's standard format and sheet size and drawing standards.

*The Marshall Associates, Inc.*

Page 4

**OHLONE COMMUNITY COLLEGE - NEWARK CAMPUS: Newark, CA  
Food and Beverage Service Facilities**

**IV. CONSTRUCTION ADMINISTRATION PHASE**

- A. Review shop drawings, brochures of proposed equipment and other related submittals by the Food and Beverage Service Equipment Contractor, (or Sub-Contractor), for conformance to Construction Documents.
- B. Response to all contractor submitted RFI's.
- C. Review, one project site punch list, of equipment construction and the installation of equipment at the project site, to assure compliance by the Fabricator, Installer or Supplier. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work.
- D. Final recommendation (punch list back check) of acceptance of the Food Service Equipment Contractor's work.
- E. If attendance is required at weekly site meetings, that service will be billed by the hour as an additional service.

**V. OWNER'S AND ARCHITECT'S RESPONSIBILITIES**

- A. It is agreed that the Owner and Architect shall carefully consider the Consultant's drawings and other information and shall inform the Consultant of all decisions in such a reasonable time as to permit proper completion of the Consultant's part of the Project. The Owner/Operator and Architect shall furnish all pertinent information, which may affect this part of the Project, and accurate information regarding the construction and engineering matters pertaining to this part of the work. Accurate AutoCAD floor plan drawing of the spaces to be used for the Served, Storage, and Utensil Wash Areas shall be provided and updated via email to Consultant.

**VI. CONSULTANT'S RESPONSIBILITIES**

- A. The Consultant will provide timely AutoCAD drawings of work related to the Food and Beverage Service work to the Architect and other Project Consultants, as required for proper execution of the progress of the Project.

*The Marshall Associates, Inc.*

Page 5

**OHLONE COMMUNITY COLLEGE - NEWARK CAMPUS: Newark, CA  
Food and Beverage Service Facilities****VII. DRAWINGS AND REPRODUCTIONS**

- A. Drawings will be plotted on Architect furnished title blocks and backgrounds and shall utilize all appropriate referencing as normally used by the Architect. Specifications will be provided in the format selected by the Architect and/or the Owner.
- B. Express Delivery, Printing or Plotting of AutoCAD Documents, Specifications, Equipment Brochures, Addenda, and Amendment material will be billed at net cost.
- C. Ownership of all original drawings, specification masters, etc., prepared by the Consultants for this project will remain with the Owner.

**VIII. COMPENSATION AND BILLING**

- A. Compensation for the work as outlined above will be for a flat fee of \$6,750.00. The fee will be proportioned by stage of work as follows:

Schematic Design Phase	\$ 2,000.00
Design Development Phase	2,000.00
Construction Documents Phase	2,000.00
Construction Administration Phase	750.00
TOTAL	\$ 6,750.00

Billing will be on a monthly basis as percentage of work is completed. Expenses will be billed at net cost, per above section VII-B.

- B. Transportation to the Architect's office in San Francisco and the project site in Newark is included in the Contract fee. No trip requiring compensation will be undertaken without the prior approval of the Owner.
- C. Should for any reason the progress of the work be stopped by the client, the Consultants shall be paid for all work accomplished to the time of the cessation of work. The basis for determining the amount due shall be the actual amount of hourly work completed. Hourly rates: Steven Marshall, Principal, \$175.00/Hr., Jonathan Marshall, Principal, \$140.00/Hr., Project Director, \$115.00/Hr., Technical/AutoCAD, \$100.00/Hr., Clerical, \$50.00/Hr.

*The Marshall Associates, Inc.*

Page 6

**OHLONE COMMUNITY COLLEGE - NEWARK CAMPUS: Newark, CA  
Food and Beverage Service Facilities**

**VIII. COMPENSATION AND BILLING (continued)**

- D. It is understood that the fee as herein mentioned, shall not exceed the maximum as quoted unless the Consultant is called upon to perform services above and beyond those listed herein, such as major revisions to the details of the working drawings and specifications after approval of the final design by the Architect and Owner. Refer to VIII-C for hourly rates.
- E. Successors and Assignments: The Consultants and the Architect each binds himself, his partners, successors, legal representatives and assigns to the other party to this agreement, and to the partners, successors, legal representatives and assigns of such other party in respect of all covenants of this agreement. Neither the Consultant nor the Architect shall assign or transfer his interest in this agreement without the others written agreement.
- F. Scope of Agreement: This is the entire agreement between the parties and there are no conditions, agreements or representations between parties except as expressed herein.
- G. Cancellation: Either party may cancel this agreement, by written notice, mailed to the other party at his place of business.

**IX. INSURANCE**

- A. It is understood that the Consultants carry and maintain professional liability insurance in the amount of \$1,000,000.00 during the design and construction periods of the project and for twelve (12) months after the Food Service Equipment work is completed.
- B. Other insurance for this project can be provided in the form of insurance certificates upon request.

*The Marshall Associates, Inc.*

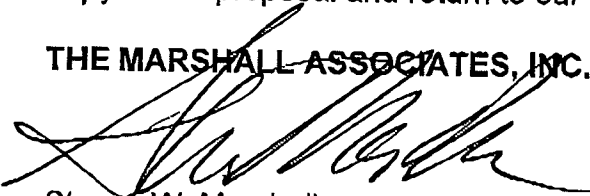
Page 7

**OHLONE COMMUNITY COLLEGE - NEWARK CAMPUS: Newark, CA  
Food and Beverage Service Facilities**

If the above is satisfactory and in order per your requirements for this Project, please sign one copy of this proposal and return to our office for our records.

**THE MARSHALL ASSOCIATES, INC.**

**MBT ARCHITECTURE**



Steven W. Marshall  
Executive President

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SWM/smm