This is an amendment to the Agreement dated June 25, 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 January 20, 2005, utilizing Eriksen-Rattan Associates for Hazardous Materials services for a lump sum total of $17,625.00.

2. Architect will perform additional services in accordance with the MBT Proposal dated January 20, 2005, for civil services to complete the Alameda County Water District required drawings for a lump sum total of $15,700.00.

3. Architect has performed additional design services in response to District requested changes as detailed in MBT Proposal dated January 20, 2005. Fees for these services amount to a lump sum total of $35,000.00.

4. Architect has performed additional design services in response to District requested changes as detailed in MBT Proposal dated February 1, 2005. Fees for these services amount to a lump sum total of $133,824.00.

5. Change contract language to increase the total construction value. Original language in section 2.1 Contract Price reads: “The Lump Sum price is based on an initial project construction budget of $49,098,208.00 -$52,800,000.00”. This amendment changes this language to: “The Lump Sum price is based on an initial project construction budget of $49,098,208.00 -$54,472,781.00”.

6. The Total Fee for the additional services shall be $202,149.00, which will increase the amended fixed price lump sum contract amount of $4,313,297.00 to a revised total of $4,515,446.00 which includes the original contract price of $3,945,857.00, amendment #1 (no fee increase), amendment #2-$124,750.00, amendment #3-$242,690.00 and amendment #4-$202,149.00.

In all other respects, the terms of the original agreement, including Amendment #1, Amendment #2 and Amendment #3 remain in full effect. However, if there is a conflict between this Amendment and the original agreement, the terms of original contract will prevail.