July 16, 2014

TO: Santa Clara County Board of Education

FROM: Kelly J. Calhoun, Ed.D., Chief Technology Officer, Technology Services Branch
       Phil Benfield, Director, Information Systems Center
       David Huie, Manager, Information Systems Center

VIA: Mary Ann Dewan, Ph.D., Interim County Superintendent of Schools

SUBJECT: Approve Contract Extension for Design and Construction Administration Services

Associated Goal
Goal 1: Improve student equity and reduce access discrepancies to high quality education.
Goal 2: Provide support to districts, communities, schools, and students.
Goal 4: Improve organizational effectiveness and efficiency.

Background
SCCOE’s Technology Services Branch (TSB) provides a variety of services to SCCOE schools, school districts, and public agencies in the county and region. At the core of these services is the Ridder Park data center, which houses servers & data systems, and is the hub of the high-speed network upon which all the services rely. To ensure the continued availability, reliability, and security of these critical services, TSB has engaged in a project to design & build a new data center to replace the existing one.

Alfa Tech Consulting Engineers, Inc., was selected via the “Request for Proposal” process (RFP41-09-10) at the outset of the project to provide design, engineering, & construction administration services for the new data center project. While the most recent contract amendment brings the current contract with Alfa Tech to a dollar total below the $100k threshold requiring Board approval, the services provided in aggregate over the years has exceeded $100k. For this reason, this transmittal has been prepared for Board review. The current proposed contract amendment increasing contract #RM 13-14-0357 by a not-to-exceed amount of $37,660.00 will extend these services through the end of the project, which is scheduled for completion in November 2014.

<table>
<thead>
<tr>
<th>Previous Contract: #RM11-0040</th>
<th>Contract Amount: $95,000</th>
<th>Services: Initial Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Contract: #RM09-12-0652</td>
<td>Contract Amount: $53,600</td>
<td>Services: Re-design for energy efficiency</td>
</tr>
<tr>
<td>Existing Contract #RM 13-14-0357</td>
<td>Contract Amount: $53,600*</td>
<td>*Brought forward from previous contract</td>
</tr>
<tr>
<td>Existing Contract #RM 13-14-0357</td>
<td>Addition to Contract: $37,660</td>
<td>Services: Construction Management</td>
</tr>
</tbody>
</table>

Total Dollars: $186,260

Fiscal Implications
Funds have been incorporated for this purpose in the 2014-2015 budget.

Requested Action
Approve contract extension for design and construction administration services.
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT (this "Amendment") is made and entered into the date it is fully executed by and between the Santa Clara County Office of Education ("SCCOE") and Alfa Tech Consulting Engineers, Inc. ("Consultant"). SCCOE and Consultant are collectively referred herein as the "Parties" and individually as a "Party."

WHEREAS, SCCOE and Consultant entered into the Professional Services Agreement, dated November 13, 2012, for professional services to design a new data center (the "Agreement"); and

WHEREAS, pursuant to Article E, Section 13 of the Agreement, the Parties now desire to amend provisions of the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual obligations in the Amendment, SCCOE and Consultant agree as follows:

1. **Duties of Consultant.** Exhibit A of the Agreement shall be replaced in its entirety with Exhibit A to this Amendment.

2. **Contract Period.** The completion date set forth in Article B of the Agreement shall be extended from November 13, 2013, to June 30, 2015.

3. **Compensation.** The Consultant’s Fee set forth in Article D of the Agreement shall be increased from $53,600 to an amount not to exceed $91,260.

4. **Continued Effect of Agreement.** Except as modified by the foregoing, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment as of the date first set forth above.

SANTA CLARA COUNTY
OFFICE OF EDUCATION

By: ________________________ Date: ________________________

ALFA TECH CONSULTING
ENGINEERS, INC.

By: ________________________ Date: ________________________

First Amendment to
Professional Services Agreement
Contract No. RM 13-14-0357
EXHIBIT A
SCOPE OF WORK

Project Management

1. Coordinate distribution and responses from all disciplines for Contractor requests for Information (RFIs), submittals and shop drawings.

2. Coordinate meeting attendance, site visits, punch list visits and field reports for all design team members.

3. Project Management shall not include preparation of meeting minutes, preparation/tracking of RFI and/or submittal logs, schedule tracking or other Construction Management tasks. It is expected that the General Contractor or Construction Manager shall be responsible for these duties.

Architectural

1. Review and respond to Contractor RFIs.

2. Review and comment on product submittals and shop drawings.

3. Attend two (2) project meetings and two (2) concurrent site visits during course of construction.

4. Prepare punch list report at completion of construction and provide back-check after correction of punch list items.

Structural

1. Review and respond to Contractor RFIs.

2. Review and comment on product submittals and shop drawings.

3. Attend one (1) project meeting and one (1) concurrent site visit during course of construction.

Mechanical/Electrical/Technology

1. Review and respond to Contractor RFIs.

2. Review and comment on product submittals and shop drawings.

3. Each discipline lead (M/E/T) shall attend one (1) half-hour project meeting per week for the construction duration of 16 weeks, for a total of (48) half-hour meetings.

4. Each discipline lead (M/E/T) shall attend one (1) site visit every other week and prepare a field observation report during the construction duration of 16 weeks, for a total of (24) site visits.

5. Each discipline lead (M/E/T) shall prepare a punch list report at completion of construction and provide back-check after correction of punch list items.

Fire Protection

1. Review and respond to Contractor RFIs.

2. Review and comment on product submittals and shop drawings.

3. Prepare punch list report at completion of construction.

First Amendment to
Professional Services Agreement
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