

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO (COUNTY)  
AND  
UNISYS CORPORATION ("CONTRACTOR") TO INSTALL A UNIVERSAL POWER  
SUPPLY (UPS) BACK UP SYSTEM AND SECOND AIR CONDITIONING UNIT FOR  
DATA CENTER**

THIS SECOND AMENDMENT TO AN AGREEMENT, entered into on this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and UNISYS, hereinafter called "Contractor".

WITNESSETH

WHEREAS, the parties entered into an Agreement by the way of signing an Agreement provided by Unisys on August 23, 2003; and

WHEREAS, the parties entered into a First Amendment by the way of signing an First Amendment provided by Unisys on February 24, 2004; and

WHEREAS, the parties now wish to further amend the Agreement provided by Unisys and the County has agreed to write the Second Amendment to increase the amount by \$44,202.40, for a total obligation of \$277,702.40 and extend the term from August 15, 2004 to December 30, 2004 to Install a Universal Power Supply (UPS) back up system and a second air conditioning unit for the Data Center; and

IT IS HEREBY AGREED BY THE PARTIES HERETO THAT THE ORIGINAL  
AGREEMENT IS AMENDED AS FOLLOWS:

1. The following list of Attachments and Exhibits is hereby added to the Agreement and reads as follows:

A. The Original Agreement titled: Master Agreement for Products and Services hereby included the following attachments and Exhibit, which are hereby attached and incorporated by reference herein:

1. State and Local Government Addendum
2. Addendum Number 1 – County's Non Discrimination Standard language
3. Supplemental Schedule Order in the amount of \$99,929, which services included: Data/voice wiring, 550 Quarry Road
4. Equipment Sale Schedule (for Supplemental Schedule \$99,929)
5. Additional Terms and Conditions (for Supplemental Schedule \$99,929)

6. Supplemental Schedule Order in the amount of \$97,296; which services include: provide and installing new emergency diesel generator system
7. Equipment Sale Schedule (for Supplemental Schedule \$97,296)
8. Additional Terms and Conditions (for Supplemental Schedule \$97,296)
9. Supplemental Schedule Order in the amount of \$4,231, which services include: upgrade to existing Hunting Ave. electrical feeding server room.
10. Equipment Sales Schedule (for Supplemental Schedule \$4,231)
11. Supplemental Schedule Order in the amount of \$10,929, which services include: provide and install new air conditioner for server room at Huntington Ave.
12. Equipment Sales Schedule (for Supplemental Schedule \$10,929)
13. Additional Terms and Conditions (for Supplemental Schedule \$10,929)
14. Exhibit A: Assurance of Compliance with Section 504

B. The First Amendment to the Agreement hereby added the following attachments, which is attached and incorporated by reference herein:

1. Supplemental Schedule Order in the amount of \$13,500, which services include: provide and install additional data/voice wiring for 550 Quarry Road
2. Equipment Sales Schedule (for Supplemental Schedule \$13,500)
3. Additional Terms and Conditions (for Supplemental Schedule \$13,500)

C. Second Amendment: New, which hereby adds the following attachments, that are hereby attached and incorporated by reference herein:

1. **Supplemental Schedule Order, in the amount of \$40,184 which includes the following services: New UPS and Air Conditioner**
  2. **Sale Schedule (of Supplemental Schedule Order \$40,184)**
  3. **Statement of Work (of Supplemental Schedule Order \$40,184)**
2. The Supplemental Schedule Order (new –not yet dated) in the amount of \$40,184 with the addition of \$4,018.40 to cover taxes and travel charges, as referred to in section 4: Payments of the Master Agreement for Products and Services, increases the amount of the Agreement by \$44,202.40, making the total Agreement obligation \$277,702.40 and is attached hereto and incorporated by reference herein and is hereby added to the Agreement and subject to all provisions therein.
  3. The Sale Schedule (of Supplemental Schedule Order \$40,184) is attached hereto and incorporated by reference herein and is hereby added to the Agreement and subject to all provisions therein.

4. The Statement of Work (of Supplemental Schedule Order \$40,184) is attached hereto and incorporated by reference herein and is hereby added to the Agreement and subject to all provisions therein.

5. Section 22, Term of the Agreement, is hereby added to the Agreement to read as follows:

The Term of this Agreement shall be from August 15, 2003 to December 30, 2004 unless terminated earlier by the County or Contractor.

6. All other terms and conditions of the Original Agreement and First Amendment shall remain in full force and effect.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors

Date: \_\_\_\_\_

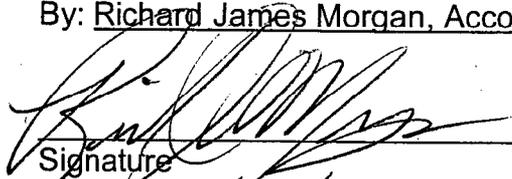
Attest:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

UNISYS CORPORATION

By: Richard James Morgan, Account Executive

  
\_\_\_\_\_  
Signature

Date: 8/6/04



# Supplemental Schedule Order

Agreement Number

03081910

Client

County of San Mateo

Description of Products/Services

Provide and install electrical and mechanical installatin for new UPS and Air conditioner.

This Order consists of the Products and/or services described on the forms listed and checked below:

Check if applicable	Number of pages	Total dollars	Form number	Description
<input checked="" type="checkbox"/>		40,184.	4305 4931-003	Equipment Sale Schedule
<input type="checkbox"/>			4305 4933-004	Software Licenses Schedule
<input type="checkbox"/>			4305,4934-001	Information Services Schedule
<input type="checkbox"/>			4305 4940-000	Support Services Addendum
<input type="checkbox"/>			4305 4942-000	Support Services Schedule
<input type="checkbox"/>			4305 4944-000	Support Services Schedule for Desktop Equipment
<input type="checkbox"/>			4305 4935-001	Systems Integration Addendum
<input type="checkbox"/>			4305 4936-002	State and Local Government Addendum
<input type="checkbox"/>			4305 4022-000	Additional Terms and Conditions
<input checked="" type="checkbox"/>			4305 5383-002	statement of Work
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

This Supplemental Schedule Order ("Order") is placed under the Agreement identified by the Agreement Number listed above. Unisys may accept or decline this Order. The terms and conditions of the Agreement will govern this Order. If there is no Agreement Number listed above when Client signs this Order, the Order will be governed by the Agreement that is identified below and attached to this Order, and Unisys will assign an Agreement Number upon its acceptance of the Order.

Agreement title and form number (complete only if there is no Agreement Number in the block above)

### Agreed and Accepted

Unisys Corporation

Client: County of San Mateo

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

(Printed/typed name) \_\_\_\_\_

(Printed/typed name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Title) \_\_\_\_\_



# Equipment Sale Schedule

Agreement Number

03081910

**Equipment Location**

County of San Mateo, 555 Quarry Road, Belmont, CA 94002

**List of Products Applicable to this Agreement**

Item no.	Style	Description	Warranty	Quantity	Unit purchase price	Client install-able	Installation charge	Total purchase price
1		HVAC installation and first year maintenance		1	11,527			11,527
2		Electrical installation and rework		1	20,857			20,857
3		Project Management		1	7,800			7,800
		Plus taxes						

Page subtotal - Installation charge	Page subtotal - Purchase price
\$	\$ 40,184
Total installation charge	Total purchase price
\$	\$ 40,184
Other	
\$	
Grand total	40,184
Less: down payment	
\$	
<b>Total amount due</b>	<b>40,184</b>
\$	

For purposes of this Schedule:

- "PPM" means 8:00 AM to 5:00 PM, Client's local time, Monday through Friday, excluding Unisys designated holidays;
- "Installation Date" means (a) for equipment installed by Unisys, the date Unisys completes installation or (b) for equipment installed by Client, the tenth day following shipment to Client; and
- "Support Center Services" is assistance provided by electronic or voice communication during the PPM on operating the Equipment, identifying errors or malfunctions and advising on known detours, and determining the need for on-call remedial service. During non-PPM hours, it will consist of expediting response to network down and system emergencies. Some non Unisys products are not included in this service.

**Service Warranty**

Unisys provides a Service Warranty for equipment designated A, B, C, D or P in the Warranty column. Support Center Services are included in the Service Warranty for Client Installable equipment for 90 days from the Installation Date. The Service Warranty also includes Mail-In Service, Equipment On-Call Remedial Maintenance or parts exchange according to the following descriptions:

- a) For equipment designated "A" that is within 60 miles of the center of a Unisys concentration city, Unisys will make every reasonable effort to respond to requests for on-site service within 4 hours provided the request is received no later than 4 hours prior to the end of the PPM (Same Day Service).
- b) For equipment designated "A" that is more than 60 miles from the center of the nearest Unisys concentration city and for equipment designated "B," Unisys will make every reasonable effort to respond to requests for on-site service received during a PPM no later than the next PPM (Next Day Service).
- c) For equipment designated "C," Unisys will make every reasonable effort to respond to on-site service requests 2 business days from call placement during the PPM (Second Day Service).
- d) For equipment designated "D," each unit shipped or brought to the Unisys designated location at Client expense and risk will be repaired or exchanged by Unisys within 7 business days after receipt (Mail-In Service).
- e) For equipment designated "P," Unisys will provide, on an exchange basis, replacements for defective parts provided that Client complies with Unisys or Unisys supplier's then current exchange policies and instructions for obtaining and installing replacement parts and returning failed parts.

The number immediately following the A, B, C, D or P designation identifies the number of months, following the Installation Date, that the Service Warranty will be performed.

**Statement of Work**

This Statement of Work contains 1 pages.

- 1 Unisys will provide and install all electrical to support the installation of the new UPS and air conditioning system. This work is to include the following:
- 2 Provide and install 42-ciruite, 225 amp output distribution panel.
- 3 Provide and install G-400, surface-mounted raceway.
- 4 Provide and install new feeders for twist-lock 20 amp receptacles.
- 5 Unisys to provide and install mechanical to support the new 5-ton air conditioner as follows:
- 6 Receive, rig and transport evaporator unit to designated location.
- 7 Supple and install refrigerant piping between indoor and out door unit.
- 8 Supply and install humidifier make-up water and condensate drain piping to evaporator.
- 9 Supply and install for supply air dampers of air conditioner.
- 10 Pressure test refrigerant piping with dry Nitrogen to ensure that no leaks exist.
- 11 Perform complete start-up by factor trained and cratered technicians ensuring proper operation and implementing factory warranty.

**SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** August 3, 2004  
**TO:** Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163  
**FROM:** Carla Damante FAX: (650) 596-3478 PONY: HSA-210  
**SUBJECT:** Contract Insurance Approval

**CONTRACTOR NAME:** Unisys Corporation

**DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:** Yes

**NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:** N/A

**DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:** This Second Amendment with Unisys provides for the professional services and labor required to install, test and service this equipment. The UPS and air conditioner have already been acquired through a separate Purchase Order.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$ 10 mil</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	<u>\$ 1 mil</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<u>\$ 2.5 mil</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

  
 Risk Management Signature

8-4-04  
 Date

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
03/19/04

**PRODUCER**  
Aon Risk Services, Inc. of Pennsylvania  
One Liberty Place  
1650 Market Street  
Suite 1000  
Philadelphia PA 19103

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE - (866) 266-7475 FAX - (866) 467-7847

**COMPANIES AFFORDING COVERAGE**

COMPANY A	ACE American Insurance Company
COMPANY B	Indemnity Insurance Co of North America
COMPANY C	
COMPANY D	

**INSURED**  
Unisys Corporation  
Mail Stop E2-108  
Unisys Way  
Blue Bell PA 19424 USA

**COVERAGES**

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	HDOG21707235 General Liability	04/01/04	04/01/05	GENERAL AGGREGATE	\$10,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
					PERSONAL & ADV INJURY	\$2,000,000
					EACH OCCURRENCE	\$2,000,000
					FIRE DAMAGE (Any one fire)	\$2,000,000
					MED EXP (Any one person)	\$10,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ISAH07677327 Automobile - Commercial	04/01/04	04/01/05	COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE	
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGAT	
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	
					AGGREGATE	
B	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WLR43970781 Workers Compensation - All of SCFC43970744 WORKERS' COMPENSATION	04/01/04	04/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$2,500,000
					EL EACH ACCIDENT	\$2,500,000
					EL DISEASE-POLICY LIMIT	\$2,500,000
					EL DISEASE-EA EMPLOYEE	\$2,500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**  
County of San Mateo  
400 Harbor Boulevard  
Belmont CA 94002 USA

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
*Edward J. Cullen*

Holder Identifier: Certificate No: 570009094311