

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
HONEYWELL INTERNATIONAL, INC.**

THIS AMENDMENT NO. 3 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Honeywell International, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on November 18, 2014 (hereinafter, "Agreement") to provide on-call repair and maintenance services to heating, ventilation, air conditioning, and refrigeration (HVACR) systems for various County facilities (hereinafter "services") through October 31, 2015 for an amount not to exceed 20,000; and

WHEREAS, Agreement was amended by the Parties on July 2, 2015 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to replace Exhibit A – Scope of Services/Payment Provisions of the Agreement with Exhibit A-1 and to increase the Agreement's not to exceed amount by \$10,000 which resulted in a not to exceed amount of \$30,000; and

WHEREAS, Agreement was amended by the Parties on September 17, 2015 (hereinafter, "Amendment No. 2") to extend the term for an additional eight (8) months through June 30, 2016 and to increase the Agreement's not to exceed amount by \$35,000 which resulted in a not to exceed amount of \$65,000; and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, Exhibit A-1 is replaced with Exhibit A-2 to update the hourly rates effective July 1, 2016, which is attached and incorporated by this reference; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to June 30, 2017 and to increase the Agreement's not to exceed amount by \$35,000 for a total not to exceed amount of \$100,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

Amendment No. 3 to Professional Services Agreement
Honeywell International, Inc.
On-Call Services for HVACR
RMA – Public Works – Facilities
Term: November 1, 2014 – June 30, 2017
Not to Exceed: \$100,000.00

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 1, "Services to be Provided" to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A-2 in conformity with the terms of this Agreement.

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-2, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of ~~\$95,000~~ \$100,000. RR / AC 6/15/16 / 6/15/16 San / 6/18/16
Contractor Initials Date County/Date

3. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from November 1, 2014 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", to delete "Exhibit A-1, Scope of Services/Payment Provisions" and add "Exhibit A-2, Scope of Services/Payment Provisions".
5. In all places within the Agreement, any reference to Exhibit A-1, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-2 - Scope of Services/Payment Provisions.
6. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number # MYA 3000*1475, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

Amendment No. 3 to Professional Services Agreement
Honeywell International, Inc.
On-Call Services for HVACR
RMA – Public Works – Facilities
Term: November 1, 2014 – June 30, 2017
Not to Exceed: \$100,000.00

7. All other terms and conditions of the Agreement remain unchanged and in full force.
8. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

Amendment No. 3 to Professional Services Agreement
Honeywell International, Inc.
On-Call Services for HVACR
RMA – Public Works – Facilities
Term: November 1, 2014 – June 30, 2017
Not to Exceed: \$100,000.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY

CONTRACTOR*

By: *Reba Wilk*
Contracts/Purchasing Officer

Honeywell International, Inc.
Contractor's Business Name

Date: 17 Jun 2016

By: *Andres Caballeros*
(Signature of Chair, President or Vice President)

Its: Andres Caballeros, Vice President
(Print Name and Title)

Date: May 16, 2016

**Approved as to Form and Legality
Office of the County Counsel**

By: *Mary Grace Perry*
Mary Grace Perry
Deputy County Counsel

By: *Sam Rosen*
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Sam Rosenstein, Asst. Secretary
(Print Name and Title)

Date: May 26 2016

Date: May 16, 2016

Approved as to Fiscal Provisions

By: *Mary Wilk*
Auditor/Controller

Date: 6/1/16

**RISK MANAGEMENT
Approved as to Indemnity and Insurance Provisions**

COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
By: INSURANCE LANGUAGE
Risk Management

By: *Diana Schumaker*
Date: 6-1-16

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 3 to Professional Services Agreement
Honeywell International, Inc.
On-Call Services for HVACR
RMA - Public Works - Facilities
Term: November 1, 2014 - June 30, 2017
Not to Exceed: \$100,000.00

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey Resource Management Agency – Public Works,
hereinafter referred to as “County”
and
Honeywell International, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The Scope of Services covered by this Agreement includes all heating, ventilation, air conditioning, and refrigeration (HVACR) work necessary to keep existing facilities and systems within those facilities operating in an efficient manner. This work can include the inspection, service, maintenance, start-up, testing, balancing, adjusting, repair, modification and replacement of mechanical, refrigeration and equipment and components including related controls. In addition, any other service, maintenance and operations work as assigned by the County as well as work on any temporary systems falls under the scope, and any other services and repairs necessary to keep all HVACR units operational.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$30,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

\$191.22/hr: Normal working hours (M-F 8am – 5pm)

\$286.83/hr: Overtime

\$382.44/hr: Holidays, Saturdays and Sundays

The total amount of this Agreement shall not exceed the sum of \$100,000.

Sales Tax rate as per current California State Board of Equalization City and County Sales Tax rates.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than the general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000.00).

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance after completion of each repair or service work done.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Honeywell International Inc. 115 Tabor Road Morris Plains NJ 07950 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Greenwich Insurance Company		22322
	INSURER B: XL Insurance America Inc		24554
	INSURER C: XL Specialty Insurance Co		37885
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570061522471** **REVISION NUMBER:**

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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RGC943763003	04/01/2016	04/01/2017	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
							MED EXP (Any one person)	\$50,000
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	Included
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			RAC943764203 AOS	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			RWD943540303 AOS	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C	<input checked="" type="checkbox"/> Y/N <input type="checkbox"/> Y <input type="checkbox"/> N/A			RWC943540203 AK, WI	04/01/2016	04/01/2017	E.L. EACH ACCIDENT	\$5,000,000
							E.L. DISEASE-EA EMPLOYEE	\$5,000,000
							E.L. DISEASE-POLICY LIMIT	\$5,000,000
C	<input checked="" type="checkbox"/> Excess WC			RWE943540403 AZ, OH, WA SIR applies per policy terms & conditions	04/01/2016	04/01/2017	EL Each Accident	\$5,000,000
							EL Disease - Ea Emp	\$5,000,000
							EL Annual Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 [Proj: RE: County of Monterey; On-Call repair and Maintenance Services to HVACR (heating, ventilation, air conditioning and refrigeration) for various County facilities County of Monterey, CA; Per agreement signed on 8-18-2014] [AI: The County of Monterey, it's agents, officers and employees] are included as Additional Insured for General Liability and Automobile Liability policies with respect to the agreement signed on 8-18-2014. Coverage is Primary and Non-Contributory for General Liability and Automobile Liability policies. Waiver of Subrogation is granted in favor of The County of Monterey for General Liability, Automobile Liability and Workers' Compensation policies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

County of Monterey, CA
 Attn: Resource Management Agency
 168 West Alisal Street, 2nd Fl
 Salinas AZ 93901 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Northeast Inc

Holder Identifier : YZ

Certificate No : 570061522471





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Honeywell International Inc.	
POLICY NUMBER See Certificate Number: 570061522471		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570061522471	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	OTHER						
C				RWE943540503 Excess WC - NM SIR applies per policy terms & conditions	04/01/2016	04/01/2017	
	Excess WC Limits						
	are Statutory in						
	AZ, OH, WA, & NM						

POLICY NUMBER:
RGC943763003

COMMERCIAL
GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The County of Monterey, it's agents, officers and employees	RE: County of Monterey; On-Call repair and Maintenance Services to HVACR (heating, ventilation, air conditioning and refrigeration) for various County facilities County of Monterey, CA; Per agreement signed on 8-18-2014

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

© ISO Properties, Inc., 2004

©Insurance Services Office, Inc.

ISO | Commercial General Liability Forms | 07/01/04
POLICY NUMBER:
RGC943763003

COMMERCIAL
GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The County of Monterey, it's agents, officers and employees	RE: County of Monterey; On-Call repair and Maintenance Services to HVACR (heating, ventilation, air conditioning and refrigeration) for various County facilities County of Monterey, CA; Per agreement signed on 8-18-2014

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT #001

This endorsement, effective on April 1, 2016 at 12:01 A.M. standard time, forms a part of
Policy No. RGC943763003 of the Greenwich Insurance Company
Issued to Honeywell International Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title, but only where a written contract specifically requires that this insurance apply on a primary and non-contributory basis.

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4 a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

All other terms and conditions remain unchanged.



Authorized Representative

MANUS

ENDORSEMENT #002

This endorsement, effective on April 1, 2016 at 12:01 A.M. standard time, forms a part of
Policy No. RAC943764203 of the Greenwich Insurance Company
Issued to HONEYWELL INTERNATIONAL INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Additional Insured:

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who is Insured is changed to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of;
 - 1. You.
 - 2. Any of your employees or agents
 - 3. Any person operating a covered "auto" with permission from You, any of your employees or agents.

- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

All other terms and conditions remain unchanged.



Authorized Representative

MANUS

ENDORSEMENT #001

This endorsement, effective on April 1, 2016 at 12:01 A.M. standard time, forms a part of
Policy No. RAC943764203 of the Greenwich Insurance Company
Issued to HONEYWELL INTERNATIONAL INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CONTRIBUTORY FOR ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Organization:

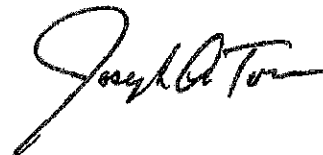
All persons or entities added as Additional Insureds through an endorsement with the term "Additional Insured" in the title, but only where a written contract specifically requires that this insurance apply on a primary and non-contributory basis.

(If no information is filled in the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title.)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

All other terms and conditions remain unchanged.



Authorized Representative

MANUS



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105	
	E-MAIL ADDRESS:	
INSURED Honeywell International Inc. 115 Tabor Road Morris Plains NJ 07950 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: XL Specialty Insurance Co NAIC # 37885	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 570062070431 **REVISION NUMBER:**

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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Archit&Eng Prof			RG09435408	04/01/2013	04/01/2017	Each Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
-Evidence of Coverage.

CERTIFICATE HOLDER

CANCELLATION

Honeywell International Inc. 115 Tabor Rd. Morris Plains NJ 07950 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>