AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND HONEYWELL INTERNATIONAL, INC.

THIS AMENDMENT NO. 2 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; 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); and

WHEREAS, the County has a continued need for on-call repair and maintenance services to HVACR systems for various County facilities; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to June 30, 2016 and increase the amount by \$35,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

- Amend the second sentence of Paragraph 2, "Payments by County", to read as follows:
 The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$65,000.
- 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, 2016, unless sooner terminated pursuant to the terms of this Agreement.
- 3. All other terms and conditions of the Agreement remain unchanged and in full force.

Amendment No. 2 to Professional Services Agreement
Honeywell International, Inc.
On-Call Services for HVACR
RMA – Public Works – Facilities
Term: November 1, 2014 – June 30, 2016
Not to Exceed: \$65,000

- 4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 5. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

Amendment No. 2 to Professional Services Agreement
Honeywell International, Inc.
On-Call Services for HVACR
RMA - Public Works - Facilities
Term: November 1, 2014 - June 30, 2016
Not to Exceed: \$65,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY	CONT	RACTOR*
By: Contracts/Purchasing Officer or Designee		Honeywell International, Inc. Contractor's Business Name
Date: 9/17/15	By:	(Signature of Chair, President or Vice President)
	Its:	Andres Caballero, Vice President of HBS (Print Name and Title)
	Date:	Sept 11, 2015
Approved as to Form and Legality Office of the County Counsel	Ву:	(Signature of Secretary, Assa Secretary, CPO, Treasurer or Asst. Treasurer)
By: peputy County Counsel	Its:	Samuel Rosenstein, Asst Secretary (Print Name and Title)
Date: 9-16-2015	Date:	September 11, 2015
Approved as to Fiscal Provisions		
By: Auction/Confineller		
Date:		
Approved as to Indemnity and Insurance Provisio	ns	
By:Risk Management		
Date: 9-16-18 *INSTRUCTIONS: IF CONTRACTOR is a corporation, including li	mited liabil	ity and aon-profit corporations, the full legal

*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. 2 to Professional Services Agreement
Honeywell International, Inc.
On-Call Services for HVACR
RMA - Public Works - Facilities
Term: November 1, 2014 - June 30, 2016
Not to Exceed: \$65,000

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/30/2018

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(les) must 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		CIENT ACT NAME			
Aon Risk Services Mortheast, Ind New York NY Office	c.		(886) 283-7122	(3) No.k 800-36	3-0105
New York NY Office 199 Water Street New York NY 10038-3551 USA		ADDRESS:			
			insuren(8) afford	NG COVERAGE	NAIC#
INSURED		INSURER A:	XL Insurance Amer	ica Inc	24554
Roneywell International Inc.		INSURBIR IS:	XL Specialty Insu	rence Co	37885
101 Columbia Road Morristown NJ 0796 2 USA		INBURER C:	Greenarich Insuran	ce Company	22322
		INSURER DO	•		
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CERTIFICATE NUMBER: 570057170197

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.

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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] [At: The County of Monterey, it's agents, officers and employees] are included as Additional Insured for General Liability and Automobils Liability policies with respect to the agreement signed on 8-18-2014. Coverage is Primary and Non-Contributory for General Liability and Automobils Liability policies, waiver of Subrogation is granted in favor of The County of Monterey for General Liability, Automobils Liability and Workers' Compensation policies where required by written contract.

(ERT	FICATE	HOL	DER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANDELLED DEFORM THE EXPIRATION DATE THEREOF, MOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc.

County of Monterey, CA Attn: Resource Management Agency 168 West Alisa; Street, 2nd Fl Salinas AZ 93900 USA AGENCY CUSTOMER ID: 570000054391

LOC#:

ACORD

ADDITIONAL REMARKS SCHEDULE

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	☐ Hired Autos						Bodily Injury (Per Accident)	\$
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This Memorandum of insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized. Any party with which the named insured is contractually required to include special status is automatically granted such status. However, coverage under the policy only applies to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy. Any questions on this form may be referred via ernall to the Aon Risk Services, Inc. small address noted above.

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

Location(s) Of Covered Operations
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

- A. Section if 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
- 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: RGC943763002

COMMERCIAL GENERAL LIABILITY CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSES 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 #	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

ENDORSEMENT #001

This endorsement, effective on April 1, 2015 at 12:01 A.M. standard time, forms a part of Policy No. RGC943763002 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 entitles 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

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ENDORSEMENT #002

This endorsement, effective on April 1, 2015 at 12:01 A.M. standard time, forms a part of Policy No. RAC943764202 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
 - 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

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ENDORSEMENT #001

This endorsement, effective on April 1, 2015 at 12:01 A.M. standard time, forms a part of Policy No. RAC943764202 of the Greenwich Insurance Company Issued to HONEYWELL INTERNATIONAL INC.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

NON-CONTRIBUTORY FOR ADDITIONAL INSUREDS

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 andorsement.

SCHEDULE

Organization:

All persons or entitles 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

Joseph a Ton

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COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 10-09-2015

Modified 0000009784 3000

168 W ALISAL STREET

855 E. LAUREL DR., BLDG C

のエーロ

SALINAS CA 93905

FACILITIES/ LAUREL

HONEYWELL INTERNATIONAL INC

363-A VINTAGE PARK DRIVE

>HZOOK

FOSTER CITY CA 94404

RMA FINANCE

SALINAS CA 93901

2ND FLOOR

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHEPPINGLABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOKES AND CONNESPONDENCE. MPORTANT

	VENDOR N	VENDOR NUMBER: CV000000337 DELINERY DATE:	F.O.B.:	
TEM	M OUANTITY	UNIT COMMODITY CODE	UNIT PRICE SALES TAX	
		ITEM DESCRIPTION	T.	EXIENUED PRICE
· · · · · · · · · · · · · · · · · · ·	•	PURCH DESC: THIS DELIVERY ORDER IS ISSUED TO HONEYWELL INTO MAINTENANCE SERVICES TO HEATING, VENTILATION, AIR CONDITION COUNTY FACILITIES.	ISSUED TO HONEYWELL INTERNATIONAL INC., TO PROVIDE ON-CALL REPAIR AND FENTILATION, AIR CONDITIONING AND REFRIGERATION SYSTEMS (HVACR) FOR VARIOUS	
		THE TERM OF THIS AGREEMENT IS FROM 11/01/14 - 10/31/15 AND SHALL NOT EXCEED \$20,000.	ALL NOT EXCEED \$20,000.	
		THIS PURCHASE ORDER IS VALID FROM 07/01/15 - 10/31/15 AND SHALL NOT EXCEED \$10,707.19 (JV*16768)	L NOT EXCEED \$10,707.19	
		**************************************	EXTENDED THROUGH 06/30/16 PER AMENDMENT NO. 2	
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		COMM LINE DESC: On Call repair & Maintenance to HVACR Systems MSDS: Not Required 001 — 3000 — 8176 — RMA008 — 6311 — — — —	- Z1314.91	
2	0.0	91036	00.	24,392.28
		COMM LINE DESC: On Call repair & Maintenance to HVACR Systems EXTENDED DESC: FY15 invoice Accruel MSDS: Not Required		5
	THE SHAD	THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY	ORDER TOTAL	45,707.19

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

TAX EXEMPTION INFORMATION: FEDERAL EXCISE TAX EXEMPTION NUMBER 84-6000524

AUTHORIZED BY COUNTY OF MONTEREY DEPUTIZED PURCHASING AGENT

CONTRACTS/PURCHASING DIVISION 1488 Schilling Place, Salines, CA 93901

TELEPHONE:

COUNTY BUYER INFORMATION

EMAIL:

P PAGE NUMBER: 1

PRINT DATE: 10/19/15