

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
HONEYWELL INTERNATIONAL, INC.**

THIS AMENDMENT NO. 1 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, the County has a continued need for on-call repair and maintenance services to HVACR systems for various County facilities; and

WHEREAS, additional funding is necessary; and

WHEREAS, the CONTRACTOR's original Scope of Services is revised in accordance with Exhibit A-1, Scope of Services/Payment Provisions, which is attached and incorporated by this reference; and

WHEREAS, the Parties wish to amend the Agreement to increase the amount by \$10,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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-1 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-1, subject to the limitations set forth in this Agreement. The total

Amendment No. 1 to Professional Services Agreement
Honeywell International, Inc.
On-Call Services for HVACR
RMA - Public Works - Facilities
Term: November 1, 2014 -- October 31, 2015
Not to Exceed: \$30,000.00

amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$30,000.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", to delete "Exhibit A, Scope of Services/Payment Provisions" and add "Exhibit A-1, Scope of Services/Payment Provisions".
4. In all places within the Agreement, any reference to Exhibit A, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-1 – Scope of Services/Payment Provisions.
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

Amendment No. 1 to Professional Services Agreement
Honeywell International, Inc.
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Not to Exceed: \$30,000.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY

CONTRACTOR*

By: Gina Encallado
Contracts/Purchasing Officer

Gina Encallado
Deputy Purchasing Agent
County of Monterey

Honeywell International, Inc.
Contractor's Business Name

Date: 7/2/15

By: [Signature]
(Signature of Chair, President or Vice President)

Its: Andres Caballero / VP & GM
(Print Name and Title)

Date: June 22, 2015

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
Deputy County Counsel

Date: 6-30-15

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Samuel Roswiter, Assistant Secretary
(Print Name and Title)

Date: June 22, 2015

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 7-1-15

RISK MANAGEMENT
Approved as to Indemnity and Insurance Provisions
COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/
By: INSURANCE LANGUAGE
Risk Management

By: [Signature]
Date: 7-1-15

*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.

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EXHIBIT A-1 – 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:

\$186.62/hr: Normal working hours (M-F 8am – 5pm)

\$279.93/hr: Overtime

\$373.24/hr: Holidays, Saturdays and Sundays

Total amount of this Agreement shall not exceed the sum of \$30,000.

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

EXHIBIT A-1 – 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.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Honeywell International Inc.	
POLICY NUMBER See Certificate Number: 570057170197		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570057170197	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							
B	Excess WC			RWE943540402 AZ, OH, WA SIR applies per policy terms & conditions	04/01/2015	04/01/2016	EL Each Accident	\$5,000,000
							EL Disease - Ea Emp	\$5,000,000
							EL Annual Aggregate	\$5,000,000
B				RWE943540502 Excess WC - NM SIR applies per policy terms & conditions	04/01/2015	04/01/2016		

POLICY NUMBER:
RGC943763002

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.

POLICY NUMBER:
RGC943763002

**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".

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 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, 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
 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, 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 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

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MEMORANDUM OF INSURANCE

This memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed with an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Aon Risk Services, Inc. is prohibited. "Authorized Viewer" shall mean an entity or person which is authorized by the Insured named herein to access this Memorandum via <http://honeywell.com/sites/mol>. The information contained herein is as of the date referred to above. Aon Risk Services, Inc. shall be under no obligation to update such information.

Producer:
Aon Risk Services, Inc.
 For questions please contact: ACS.Chicago@aon.com

Insured:
HONEYWELL INTERNATIONAL INC.
 P. O. BOX 1219
 101 COLUMBIA ROAD
 MORRISTOWN, NJ 07962

INSURERS AFFORDING COVERAGE

Insurer	A	XL Specialty Insurance Company
Insurer	B	
Insurer	C	
Insurer	D	

Coverage:
 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 MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED BELOW IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
	General Liability <input type="checkbox"/> 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"/> Project <input type="checkbox"/> Loc				Each Occurrence \$ Damage to Rented Premises \$ Med Exp (Any one person) \$ Personal & Adv Injury \$ General Aggregate \$ Products - Comp/Op. \$
	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage \$
	Excess/Umbrella Liability <input type="checkbox"/> Occurrence Reported <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur. <input type="checkbox"/> Deductible <input type="checkbox"/> Retention \$				Each Occurrence \$ Aggregate \$
	Workers' Compensation and Employers' Liability (Insured States)				xx Statutory Limits E.L. Each Accident \$ E.L. Disease - Each Employee \$ E.L. Disease - Policy Limit \$
	Excess Workers' Compensation and Employers' Liability				
A	Global Professional Liability	RGO943540801	4/1/2016	4/1/2016	US \$5,000,000 Ea. Occ US \$5,000,000 Agg

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 email to the Aon Risk Services, Inc. email address noted above.