NAPA COUNTY AGREEMENT NO. 210302B
AMENDMENT NO. 3

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 210302B is made and entered into as of this ____day of _____, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Peterson Mechanical, Incorporated, a California corporation, whose mailing and business address is 21819 8th Street East, Sonoma, CA 95476, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, by Napa County Agreement No. 210302B entered into as of March 16, 2021 (hereafter referred to as "Agreement"), CONTRACTOR agreed to provide preventative maintenance, repairs and inspection services for the heating, ventilation and air conditioning systems throughout COUNTY owned or operated buildings; and

WHEREAS, on October 18, 2022, COUNTY and CONTRACTOR entered into Amendment No. 1 to add the Napa County Library-Napa Branch as an additional facility;
and to increase maximum compensation to accommodate the need for additional routine and non-routine services; and

WHEREAS, on November 28, 2023, COUNTY and CONTRACTOR entered into Amendment No. 2 to update the scope of work, to remove 2030 Airport Road as a service location, add 2000 Airport Road as a service location, and to increase maximum compensation to accommodate the need for additional routine services due to the building relocation of Airport administration; and

WHEREAS, COUNTY and CONRACTOR now desire to amend the Agreement to add 2210 Napa Vallejo Hwy as a service location, to increase the maximum compensation, and to update the agreement's insurance provisions.

For good and valuable consideration, the sufficiency of which is acknowledged, County and Contractor agree as follows:

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein as follows:

1. Paragraph 2, "**Scope of Services**" is hereby amended by deleting the existing language in its entirety and replacing it with the following:

> **2. Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-3", attached hereto, in addition to the RFP and CONTRACTOR'S proposal, incorporated by reference herein.

2. Paragraph 3, "**Compensation**" is hereby amended by deleting the existing language in its entirety and replacing it with the following:

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-3" attached hereto and incorporated by reference herein. All non-routine services performed at the Napa County Department of Corrections located at 2210 Napa-Vallejo Hwy, Napa, CA 94558 must be approved by the Director of Corrections or their designee prior to the commencement of work.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be as follows; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered:

Fiscal Year	Routine Services Public Works	Routine Services Corrections	Non-Routine Services Public Works	Non-Routine Services Corrections	Annual Total
FY21/22	$120,507		$125,000		$245,507
FY22/23	$127,112		$325,000		$452,112
FY23/24	$128,171		$135,000		$263,171
FY24/25	$136,100		$145,000		$281,100
FY25/26	$136,100	$22,885	$145,000	$1,500	$305,485

3. Paragraph 7, **"Insurance"** is hereby amended by deleting the existing language in its entirety and replacing it with the following:

7. Insurance. Prior to commencing the scope of services, Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit "D" attached hereto and incorporated herein by reference.

(a) Inclusion in Subcontracts. Contractor shall require its subcontractors and any other entity or person performing work under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit "D".

4. Paragraph 13, **"Notices"** is hereby amended by deleting the existing language in its entirety and replacing it with the following:

13. **Notices**. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its

address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NAPA COUNTY DEPARTMENT OF PUBLIC WORKS
Napa County Department of Public Works
1195 Third Street, Suite 101
Napa, CA 94559

CONTRACTOR
Peterson Mechanical Inc.
21819 8th Street East
Sonoma, CA 95476

All notices related to equipment located, and work performed at 2210 Napa-Vallejo Hwy should be sent to:

NAPA COUNTY DEPARTMENT OF CORRECTIONS
Napa County Department of Corrections
2210 Napa-Vallejo Hwy
Napa, CA 94558

5. Except as provided in paragraphs 1 through 4 above, the terms and provisions of the Agreement shall remain in full force and effect as originally approved.

6. This Amendment No. 5 shall be effective as of December 1, 2025.

7. **Counterparts.** This Amendment No. 3 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

8. **Electronic Signatures.** This Amendment No. 3 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 3 and shall have the same force and effect as a manually executed original.

[Remainder of page left blank intentionally; signature page follows.]

IN WITNESS WHEREOF, this Amendment No. 3 is executed by County, acting by and through the Chair of the Board of Supervisors, and by Contractor through its duly authorized officer(s).

PETERSON MECHANICAL, INC.

By: _____
ZACH BRANDNER, President

By: _____
SCOTT PETERSON, Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: Sabrina S. Wolfson Deputy County Counsel Date: November 3, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

EXHIBIT "A-3"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services as applicable to each system at each location.

PUBLIC WORKS LOCATIONS

Building	(1) Annual Maintenance - Full	(1) Annual Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing
County Administration Building – 1195 Third Street, Napa, CA 94559		✓		✓	✓	✓	
ITS/HHSA – 650 Imperial Way, Napa, CA 94559		✓			✓		
Hall of Justice – 1125 Third Street, Napa, CA 94559	✓		✓	✓	✓	✓	✓
1127 First Street, Napa, CA 94559	✓		✓		✓		
South Campus Building B – 2751 Napa Valley Corporate Drive, Napa, CA 94558			✓		✓		
South Campus, Building A – 2751 Napa Valley Corporate Drive, Napa, CA 94558		✓			✓	✓	
Sheriff's Office – 1535 Airport Blvd, Napa, CA 94558		✓	✓		✓		
Re-Entry Facility – 2200 Napa Vallejo Hwy., Napa CA 94558		✓			✓		
Napa County Library – 580 Coombs St., Napa CA 94559		✓			✓		
Airport – 2000 Airport Road, Napa, CA 94558		✓	✓		✓		

DEPARTMENT OF CORRECTIONS

Building	(1) Annual Maintenance - Full	(1) Annual Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing
Replacement Jail – 2210 Napa-Vallejo Hwy, Napa, CA 94558	✓				✓		

I. DESCRIPTION OF SERVICES – Public Works Locations

Annual Service - (1) time annually:

- Replace Belts.

Annual Full Service - (1) time annually:

- Replace Belts
- Rodding of Barrels
- Breakdown and Service of three (3) RayPac Boilers and (2) Locinvar Boilers

Semi-Annual - Closed loop Systems (2) times annually, (6) months apart

- Conduct a nitrate test on recirculating water from closed loop systems. Maintain 800-1,000 PPM of sodium nitrate in each closed loop system.
- Add treatment to system as necessary, utilizing a bypass feeder

Quarterly Tune-up - (4) times annually:

- Replace Filters
- Inspect and Lubricate all motors, bearings, and dampers.
- Adjust or replace belts and drives.
- Check thermocouple.
- Check electronic igniter.
- Check safety controls.
- Inspect and clean heat exchanger.
- Adjust and clean pilot and burners.
- Inspect combustion air vents and flue pipe.
- Clean condensate pan and drain.
- Clean evaporator coil as needed.
- Clean condenser coil as required.
- Measure and verify back-up heat source.
- Check and adjust refrigerant pressure.
- Check and adjust Refrigerant oil levels.
- Measure and verify site glasses.
- Measure and verify oil levels.
- Check crankcase heater.
- Check, and adjust electrical supply, connections, and start components.
- Measure temperature split.
- Measure amperage draws.
- Measure voltage readings.
- Measure and verify condenser loop strainer.
- Measure and verify all operating controls.
- Check reversing valve.
- Check heat strips.
- Check defrost cycle and controls.
- Calibrate and program thermostat.
- Measure and verify operating temperatures.
- Measure and verify moisture indicators.

- Measure and verify cap tubes/piping for chafing.
- Inspect systems for leaks.
- Measure and verify humidifier controls, strainer, level controls, hand valves, drain/pan, heating elements, and clean float assembly.
- Measure and verify outside air intakes.
- Inspect expansion valve bulb clamp.
- Inspect Cabinetry/hardware conditions, and tighten nuts/bolts as necessary.
- Measure and verify the structural integrity of unit.
- Measure and verify blade pitch operation.
- Inspect/Lube blade links.
- Measure and verify rotary union.
- Check equipment for rust, and wear.

Quarterly Chiller Maintenance - (4) times annually:

- Start unit, and record running hours.
- Remove oil samples for analysis and send to lab.
- Inspect, adjust and record oil levels on all components, verify for leaks.
- Measure and verify seal leak rate cc/r.
- Measure and verify oil heater operation.
- Replace oil filter "o" rings.
- Measure and verify motor cooling refrigerant filters.
- Measure and verify refrigerant contamination.
- Record condenser pressure
- Record evaporator pressure
- Lubricate vane seal oiler.
- Megger test motor and oil pump.
- Inspect starter and contact surfaces.
- Measure and verify coupling and alignment.
- Clean unloader pot
- Measure and verify structural integrity of units.
- Review and discuss logs with County staff.

Bi-Monthly Preventive Maintenance - (6) times annually:

- Check and calibrate all pneumatic controls
- Check air dryer, air compressor, water pumps, air handlers, and reheat coils.

Monthly Cooling Tower Water Testing - (12) times annually:

- Visually inspect the equipment for defects and possible repairs needed.
- Test cooling tower water for total dissolved solids (TDS).
- Check operation of conductivity sensor.
- Clean conductivity sensor.
- Clean flow switch sensor.
- Check operation of the chemical feed pump.
- Check operation of the solenoid valve.
- Conduct a phosphonate test on the cooling tower water, and maintain 90-150 PPM of phosphonate in the cooling tower system.

- Perform a bacterial paddle test on the cooling tower water.
- Ensure proper amount of chemical on site, and refill chemical containers and equipment as needed.

II. DESCRIPTION OF SERVICES – CORRECTIONS

Inspect and service the following Unit(s) to keep the System(s) in efficient fully automatic operation.

- (12) Split Systems
- (2) Aerco Boilers (HHW)
- (3) Lochinvar Boilers (Domestic Hot Water)
- (10) Package Units
- (1) Make Up Air Unit
- (1) Kitchen Exhaust Fan
- (1) Heat Pump

Quarterly Tune-Up – (3) times in FY25/26:

- See attached Quarterly Tune-Up Scope of Work listed above

Annual Full Service(Boiler Tear Down) - (1) time annually:

- Lubricate motors and bearings.
- Check equipment for rust, wear, etc.
- Measure temperature splits on HHW supply vs. return
- Verify expansion tank bladder pressure and integrity
- Check safety controls (limit switches, flow switches etc.)
- Flush condensate drains and replace neutralizer as needed
- Replace igniter and flame sensor
- Pull and clean pump strainers as needed.
- Visually inspect loop for chemical treatment
- Clean burner assembly as needed
- Clean heat exchanger as needed
- Verify pressure reducing valve is properly adjusted
- Verify gas pressure is properly adjusted

III. ADDITIONAL INFORMATION

<u>On Call Repair and Additional Cleaning</u>

On-call repair and cleaning may be needed at time of inspection/maintenance or at other times as needed to bring systems to basic operational condition. Contractor shall provide the County with on-call repairs and additional cleaning as requested by the County's Director of Public Works or designee at the hourly rates provided in Attachment B, plus parts. If any on-call related repair work exceeds $25,000 in value, bonds shall be required. No repair project over $55,000 may be authorized under this agreement. Repair work will not commence until authorized by the County's Director of Public Works or designee. Call Back Services for non-routine repair shall be provided within four (4) hours of request and Emergency Call Back in two (2) hours.

Reports and Deliverables
Ensure that any reports, and any deliverable to the County be delivered in a manner to ensure non-discrimination and equal access to County services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with the COUNTY's Web Content Accessibility Standards. Examples of accessibility measures include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players.

Hours and Frequency of Service: All routine work will be performed between the hours of 7:00am and 4:00pm Monday through Friday, excluding holidays. If any HVAC equipment malfunction occur between routine examinations, Contractor shall provide call back service during regular working hours of regular working days at no additional charge. If overtime examinations, repairs or call back services are required, as authorized by the County, the Contractor will absorb the worked hours at regular time rates and will be reimbursed by the County for overtime bonus hours only at contracted billing rates.

Minimum Certifications and Licensing:

A California C20-HVAC Contractor License and EPA 608 Certification are required.

Registration with the California Department of Industrial Relations (DIR) is required.

IV. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "B-3"

COMPENSATION

Routine maintenance services shall be at the rates below:

Year 1 (FY 21/22)

	(1) Annual Maintenance - Full	(1) Annual – Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing	Total Per Location Annualized
County Administration Building – 1195 Third Street, Napa, CA 94559		$225		$600	$1,632	$1,100		$15,753
ITS/HHSA – 650 Imperial Way, Napa, CA 94559		$225			$1,297			$5,413
Hall of Justice – 1125 Third Street, Napa, CA 94559	$5,850		$225	$600	$690	$150	$150	$14,160
1127 First Street, Napa, CA 94559	$435		$225		$1,464			$6,741
South Campus Building B – 2751 Napa Valley Corporate Drive, Napa, CA 94558			$225		$5,999			$24,446
South Campus, Building A – 2751 Napa Valley Corporate Drive, Napa, CA 94558		$225			$4,745	$750		$23,705
Sheriff Office – 1535 Airport Road, Napa, CA 94558		$225	$225		$2,353			$10,087
Airport – 2030 Airport Road, Napa, CA 94558		$225			$919			$3,901
Re-Entry Facility – 2200 Napa Vallejo Hwy., Napa CA 94558		$225			$4,019			$16,301
Total Per Service Annualized	$6,285	$1,350	$1,800	$4,800	$92,472	$12,000	$1,800	**$120,507**

Year 2 (FY 22/23)

	(1) Annual Maintenance - Full	(1) Annual – Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing	Total Per Location Annualized
County Administration Building – 1195 Third Street, Napa, CA 94559		$225		$600	$1,632	$1,100		$15,753
ITS/HHSA – 650 Imperial Way, Napa, CA 94559		$225			$1,297			$5,413
Hall of Justice – 1125 Third Street, Napa, CA 94559	$5,850		$225	$600	$690	$150	$150	$14,160
1127 First Street, Napa, CA 94559	$435		$225		$1,464			$6,741
South Campus Building B – 2751 Napa Valley Corporate Drive, Napa, CA 94558			$225		$5,999			$24,446
South Campus, Building A – 2751 Napa Valley Corporate Drive, Napa, CA 94558		$225			$4,745	$750		$23,705
Sheriff Office – 1535 Airport Road, Napa, CA 94558		$225	$225		$2,353			$10,087
Airport – 2030 Airport Road, Napa, CA 94558		$225			$919			$3,901
Re-Entry Facility – 2200 Napa Vallejo Hwy., Napa CA 94558		$225			$4,019			$16,301
Napa County Library Napa Branch – 580 Coombs Street, Napa, CA 94559		$725			$1,470			$6,605
Total Per Service Annualized	$6,285	$2,075	$1,800	$4,800	$98,352	$12,000	$1,800	**$127,112**

Year 3 (FY 23/24)

	(1) Annual Maintenance - Full	(1) Annual – Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing	Total Per Location Annualized
County Administration Building – 1195 Third Street, Napa, CA 94559		$225		$600	$1,632	$1,100		$15,753
ITS/HHSA – 650 Imperial Way, Napa, CA 94559		$225			$1,297			$5,413
Hall of Justice – 1125 Third Street, Napa, CA 94559	$5,850		$225	$600	$690	$150	$150	$14,160
1127 First Street, Napa, CA 94559	$435		$225		$1,464			$6,741
South Campus Building B – 2751 Napa Valley Corporate Drive, Napa, CA 94558			$225		$5,999			$24,446
South Campus, Building A – 2751 Napa Valley Corporate Drive, Napa, CA 94558		$225			$4,745	$750		$23,705
Sheriff Office – 1535 Airport Road, Napa, CA 94558		$225	$225		$2,353			$10,087
Re-Entry Facility – 2200 Napa Vallejo Hwy., Napa CA 94558		$225			$4,019			$16,301
Napa County Library Napa Branch – 580 Coombs Street, Napa, CA 94559		$725			$1,470			$6,605
Airport – 2000 Airport Road, Napa, CA 94558		$280	$420		$960			$4,960
Total Per Service Annualized	$6,285	$2,130	$2,640	$4,800	$98,516	$12,000	$1,800	**$128,171**

Year 4 (FY 24/25)

	(1) Annual Maintenance - Full	(1) Annual – Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing	Total Per Location Annualized
County Administration Building – 1195 Third Street, Napa, CA 94559		$250		$660	$1,650	$1,210		$16,750
ITS/HHSA – 650 Imperial Way, Napa, CA 94559		$250			$1,387			$5,798
Hall of Justice – 1125 Third Street, Napa, CA 94559	$6,435		$250	$660	$764	$165	$165	$15,601
1127 First Street, Napa, CA 94559	$478		$250		$1,531			$7,102
South Campus Building B – 2751 Napa Valley Corporate Drive, Napa, CA 94558			$250		$6,175			$25,200
South Campus, Building A – 2751 Napa Valley Corporate Drive, Napa, CA 94558		$250			$4,900	$825		$24,800
Sheriff Office – 1535 Airport Road, Napa, CA 94558		$250	$250		$2,462			$10,598
Re-Entry Facility – 2200 Napa Vallejo Hwy., Napa CA 94558		$250			$4,437			$17,998
Napa County Library Napa Branch – 580 Coombs Street, Napa, CA 94559		$825			$1,617			$7,293
Airport – 2000 Airport Road, Napa, CA 94558		$280	$420		$960			$4,960
Total Per Service Annualized	$6,913	$2,355	$2,840	$5,280	$103,532	$13,200	$1,980	**$136,100**

Year 5 (FY 25/26)

	(1) Annual Maintenance - Full	(1) Annual – Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing	Total Per Location Annualized
County Administration Building – 1195 Third Street, Napa, CA 94559		$250		$660	$1,650	$1,210		$16,750
ITS/HHSA – 650 Imperial Way, Napa, CA 94559		$250			$1,387			$5,798
Hall of Justice – 1125 Third Street, Napa, CA 94559	$6,435		$250	$660	$764	$165	$165	$15,601
1127 First Street, Napa, CA 94559	$478		$250		$1,531			$7,102
South Campus Building B – 2751 Napa Valley Corporate Drive, Napa, CA 94558			$250		$6,175			$25,200
South Campus, Building A – 2751 Napa Valley Corporate Drive, Napa, CA 94558		$250			$4,900	$825		$24,800
Sheriff Office – 1535 Airport Road, Napa, CA 94558		$250	$250		$2,462			$10,598
Re-Entry Facility – 2200 Napa Vallejo Hwy., Napa CA 94558		$250			$4,437			$17,998
Napa County Library Napa Branch – 580 Coombs Street, Napa, CA 94559		$825			$1,617			$7,293
Airport – 2000 Airport Road, Napa, CA 94558		$280	$420		$960			$4,960
Total Per Service Annualized	$6,913	$2,355	$2,840	$5,280	$103,532	$13,200	$1,980	**$136,100**

DEPARTMENT OF CORRECTIONS

Replacement Jail – 2210 Napa Vallejo-Hwy, Napa, CA 94558	$4,600				$18,285			$22,885

Authorized on-call repair, cleaning and maintenance services shall be at the rates below:

Classification/Title	Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Service Technicians	$190	$285	$380
Service Building Trades Journeymen	$190	$285	$380
Plumbers	$190	$285	$380

Regular Hours: Monday through Friday (excluding COUNTY holidays) 7:00am to 4:00pm.
Overtime Hours: Monday to Friday outside Regular Hours and Saturday. Overtime hours accrue after 8 hours per day or 40 hours per week.
Double Time Hours: After 10 hours in a work day, 44 hours a week, on Sundays and COUNTY holidays.
Payment of California Prevailing Wage is required.

EXHIBIT "D"
INSURANCE REQUIREMENTS

D.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Contractor shall provide workers compensation insurance for the performance of any of Contractor's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS ($2,000,000) per accident for bodily injury or disease, all with and a waiver of subrogation. Contractor shall provide County with certification of all such coverages upon request by County's Risk Manager.

D.2 Liability Insurance. Contractor shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

D.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

D.2.2 Professional Liability/Errors and Omissions. Not required.

D.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph D.2.1, above. If Contractor or Contractor's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person upon request.

D.3 Certificates of Coverage. All insurance coverages referenced in paragraph D.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Contractor with the County Department administering this Agreement prior to commencement of the Scope of Services.

D.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

D.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

D.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph D.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph D.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Contractor shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Contractor shall file an endorsement waiving subrogation with the evidence of coverage.

D.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractor not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Contractor under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

D.4 Copies of Policies. Upon request by County's Risk Manager, Contractor shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

D.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.