

CREATION: 080901
SOURCE : PUBWK
AGENDATE: 082101
INVENUM : 49546
RESOLUTN:
ORD NANC:
CONTRACT: 012202
CONTINUE:

INDEX -Letter of Public Works Department dated August 9, 2001
-Contract No. 12202
-Independent Contractor Agreement
-Certificate of Liability Insurance

ITEM 033. APPROVED independent contractor agreement for Aptos
Seascape, County Service Area No. 3, (2nd District)
with the Landscape Company in the amount of \$12,000
for landscaping and tree trimming services and
authorized the Director of Public Works to sign the
agreement on behalf of the County Service Area, as
recommended by the Director of Public Works



0199

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070
(831) 454-2160 FAX (831) 454-2385 TDD (831) 464-2123

THOMAS L. BOLICH APPROVED AND FILED
DIRECTOR OF PUBLIC WORKS
BOARD OF SUPERVISORS

DATE: *8/21/01*

COUNTY OF SANTA CRUZ

SUSANA MAURIELLO

EX-OFFICIO CLERK OF THE BOARD AGENDA: AUGUST 21, 2001

BY *Susana Mauriello* DEPUTY August 9, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: **APTOP SEASCAPE COUNTY SERVICE AREA NO. 3 (2ND DISTRICT)**

Members of the Board:

Aptos Seaside, County Service Area (CSA) No. 3, has received a proposal from The Landscape Company for landscaping and tree trimming services in the amount of \$1,200 per month for the months of July through December 2001, and March through June 2002. The CSA is requesting that your Board accept this proposal and authorize payment upon satisfactory completion of the work. Sufficient funds are available in the County Service Area No. 3 budget (622100) to cover this expenditure.

It is recommended that the Board of Supervisors take the following action:

1. Approve the attached independent contractor agreement for services with The Landscape Company in the amount of \$1,200 per month, for the months of July through December 2001, and March through June 2002, for a total of \$12,000.
2. Authorize the Director of Public Works to sign the agreement on behalf of County Service Area No. 3, Aptos Seaside.

Yours truly,

Thomas Bolich
THOMAS L. BOLICH

Director of Public Works

SRL:abc

Attachments

RECOMMENDED FOR APPROVAL:

S. Bolich
County Administrative Officer

Copy to: Department of Public Works

33

ASCA.wpd

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM:

PUBLIC WORKS

— (Dept.)

(Signature)

7.31.81 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the COUNTY OF SANTA CRUZ (Agency) and THE LANDSCAPE CO., P.O.BOX 277, CAPITOLA, CA 95010-0277 (Name & Address)
2. The agreement will provide LANDSCAPING AND TREE TRIMMING SERVICES WITHIN COUNTY SERVICE AREA NO. 3, APTOS SEASCAPE FOR THE MONTHS OF JULY THROUGH DECEMBER 2001 AND MARCH THROUGH JUNE 2002.
3. The agreement is needed BECAUSE THE WORK CAN BE HANDLED MOST EXPEDITIOUSLY BY CONTRACT.
4. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2001
5. Anticipated cost is \$ 12,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: CONTRACT \$12,000: 7% OVERHEAD \$840: TOTAL \$12,840

7. Appropriations are budgeted in 622100 ! 22104 ! 3475 ! (Index#) 359.0 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and I have begun encumbered. Contract No. 12202 Date 8-14-81

GARY A. KNUTSON, Auditor - Controller

Deputy.

~~Proposal~~ reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the ACTING DIRECTOR OF PUBLIC WORKS to execute the same on behalf of the DEPARTMENT OF PUBLIC WORK!

—(Agency).

County Administrative Officer

Remarks:

(Analyst)

B Aug 10 1969 Date

Agreement approved as to form. Date

SRI:abc

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
Court Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Orig. noting Dept. - Goldonrod

'To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California
County of Santa Cruz

State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on 8/20/2016 County Administrative Officer

By Allegro Deputy Clerk

COUNTY SERVICE AREAINDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and The Landcape Company, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: See Attachment "D" and "E" .

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Upon satisfactory completion of work in accordance with Attachment "D" and "E"

3. TERM. The term of this contract shall be: from Board Approval through June 30.2002

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

8/21/01
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If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ / _____

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A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTORs employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____ / _____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY _____ / _____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

0203

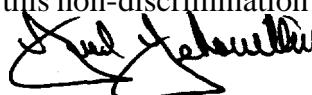
"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Public Works Department
Attention: Susann Rogberg
701 Ocean Street, Room 410
Santa Cruz, CA 95060"

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: Public Works Department, 701 Ocean Street, Room 410, Santa Cruz, CA 95060, Attn: Susann Rogberg

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.



B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Public Works Affirmative Action Officer information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its

employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises. 0204

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

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10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

14. ATTACHMENTS. This Agreement includes the following attachments : *ATT "D"* and Attachment "E" and Insurance Certificates

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

By: 

APPROVED AS TO FORM:


Assistant County Counsel

CONTRACTOR

By: 

Address: P.O. Box 277

Capitola, Ca 95010

Telephone: 831-662-3030

Tax ID No. 77-0485506

DISTRIBUTION:

Auditor-Controller
Contractor
Public Works

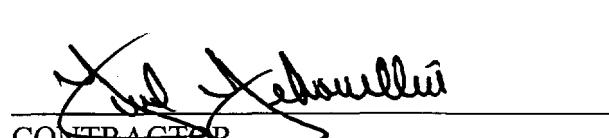
<u>The Landscaoe CO</u>	
Contractor	Contract No.
<u>P.O. Box 277</u>	<u>C-27</u>
Street	State Contractors License No.
<u>Capitola, CA 95010</u>	
City, State, Zip Code	Type of License
<u>831-662-3030</u>	<u>77-0485506</u>
Phone Number	TAX ID NUMBER

CONTRACTOR agrees to furnish all labor, equipment and materials to complete the following work:

Landscaping Maintenance of County Service Area 3, Aptos Seascape traffic Island as per
attachment "E" scope of work. Islands maintained are 1 through 18 and 24 and (see attached map
of island numbers and locations). Contract will run from July 1,2001 until June 30,2002 as
follows: July through December and March through June. 10 months at a cost of 1200.00 per
month.

Total contract \$ 12,000.

Attach additional sheets as necessary)


CONTRACTOR

COUNTY OF SANTA CRUZ

DIRECTOR OF PUBLIC WORKS OR
PURCHASING AGENT

Attachment D

County Service Area
Independent Contractor Agreement
Attachment E

0207

Fred Lehouillier / The Landscape Co.

Contractor

P.O. Box 277

Street

Capitola, Ca. 95010

City, State, Zip Code

Phone Number 831-761-3030

Contract No.

755628

State Contractor's License No.

C-27

Type of License

77-0485506

TAX ID NUMBER

CONTRACTOR agrees to furnish all labor, equipment and materials to complete the following work:

Scope of Work

This work shall include all labor, materials, supplies and services to maintain in an attractive, safe condition those landscaped areas described in this contract. It shall include the disposal of any waste or trash generated and/or accumulated. This contract shall also include tree and shrub pruning, and replacement when necessary of plant material.

General Instructions

All work shall be performed in a professional, workmanlike manner using proper equipment, methods and materials, all of which must be maintained and operated to effect the highest standards of grounds maintenance.

Turf Maintenance

All turf areas shall receive the following minimum care:

- A. Mowing - Turf areas shall be mowed no less than once every seven (7) days,
- B. Mowing Height - Mowing height shall be no less than 1 1/2 inches nor higher than 2 1/2 inches for all general turf areas covered by these specifications and standards, with mower adjustments to be made and measured on a flat, paved surface.,
- C. Weather Restrictions - Turf shall not be mowed when so wet as to cause rutting or gouging by mowing equipment. When these conditions are present, contractor shall reschedule mowing operations to avoid damage.
- D. Clippings - All clippings generated shall be properly raked and removed at the time of mowing.

County Service Area Independent Contractor Agreement
Attachment E Continued
Page 2 of 4

- E. Edging of Sidewalks, Curbs and Other Paved Areas - All turf edges adjacent to paved areas shall be edged once every fourteen (14) days during the growing season. During the dormant season, edging shall be completed once every thirty (30) days. The growing season shall be defined as March 1 through November 15.
- F. Other Edging - All other turf edges, such as those at shrub beds, flower beds, around "in lawn" trees, adjacent to structures, etc., shall be edged no less than once every four (4) weeks, or every fourth mowing.
- G. Fertilizing - All turf areas shall receive not less than three (3) pounds of actual available nitrogen in a balanced slow release fertilizer form per each thousand square feet of turf each year. Fertilizer shall be applied in two (2) equal uniform applications. Applications shall be made during the period of March 1 through March 15 and between August 15 and August 30. Approved fertilizer nutrient ratios are as follows: 16-6-8, 16-4-8, 31-3-10, or equivalent. Application procedures and follow-up care for turf fertilization shall be in accordance with manufacturers' recommendations.
- H. Clean-Up - All paved areas, including walk, curbs, parking and drives shall be cleaned of all debris resulting from mowing and edging operations. Clean-up shall be performed the same day as mowing and edging operations.
- I. Litter Removal - All turf areas shall be cleaned of litter and debris no less than once every seven (7) days. Litter and debris shall be construed as all paper, trash, glass, twigs and other undesirable materials.
- J. Other - The contractor shall be responsible for repairing any damage to the irrigation system which occurs as a result of these maintenance operations. Repairs other than those resulting from maintenance operations shall be bid as a separate item of work. It is the contractor's responsibility to notify the County of any needed repairs to the irrigation system and receive approval of replacement materials or equipment.

County Service Area Independent Contractor Agreement
Attachment E Continued
Page 3 of 4

Shrub Bed and Ground Cover Maintenance

All shrub beds and ground cover areas shall receive the following minimum care:

- A. Edging - Ground cover areas shall be edged as required to maintain acceptable appearance of the property and needs of the plants. Edging adjacent to curbs, walks and other paved surfaces shall be done in a rounded manner to avoid an unnatural vertical cut appearance.
- B. Weeding - Shrub beds and ground cover areas shall be maintained in a weed-free condition. No individual weed (including unwanted grasses) shall remain for more than three (3) weeks. No weed may remain that has grown more than six (6) inches tall. Acceptable weed density shall not exceed over four (4) weeds per square foot.
- C. Clean-Up - All debris resulting from edging or weeding operations shall be removed the same day as operations occur. Paved surfaces adjacent to shrub beds or ground cover areas shall be left in a neat, clean condition.
- D. Removal of Dead or Diseased Plants - All dead or diseased plants are to be removed promptly from all shrub beds and ground cover areas and discarded properly. Where removal of plants or a lack of natural growth detracts measurably from a planting, the County shall be notified.
- E. Litter Removal - All shrub beds and ground cover areas shall be cleaned of litter and debris no less than once every seven (7) days.
- F. Fertilization - Unless otherwise indicated, all shrub beds and ground cover areas shall receive an application of 16-7-12, or equivalent controlled release fertilizer during March. Fertilizer shall be applied when foliage is dry, at a rate of four (4) pounds per 1000 square feet. The County shall be notified by contractor prior to making fertilizer applications.
- G. Interplantings - All interplantings within shrub beds and ground cover areas shall be protected and compatibly nurtured. This will include bulbs as well as trees, shrubs and annual plantings.
- H. Shrub and Tree Pruning - Contractor will prune shrubs and trees to remove dead and/or broken limbs/branches only. It shall be the responsibility of the contractor to advise the County of the need to prune trees and shrubs beyond the removal of dead and/or broken limbs/branches. Separate arrangements will be renegotiated for additional pruning.

County Service Area Independent Contractor Agreement
Attachment E Continued
Page 4 of 4

Water Requirements,

All turf and plant material shall receive the following minimum care:

- A. Turf - All turf areas shall receive only enough irrigation to ensure the health and appearance of the turf. Turf shall be maintained so that no brown patches exist in the turf area. Care shall be given so as not to flood turf areas to the point of runoff in to the adjacent street or sidewalk..
- B. Shrubs and Ground cover - All shrubs and ground cover shall receive enough water to ensure their good health and appearance. Water requirements shall be based on the need of each individual type of plant material, as per nursery industry standards.

Additional Responsibilities

Additional responsibilities of the contractor include;

- A. Landscaping Maintenance Site Report - The contractor shall submit, along with the monthly invoice for services rendered, a monthly schedule reporting hours worked, location and nature of work completed (i.e. weeding, watering, mowing, fertilizing). This report is subject to audit and comparison by inspection of the traffic islands,
- E. Damage to Sites or Unsafe Conditions - It is the responsibility of the contractor to report to the County any damage or unsafe condition observed during maintenance operations at any site.

(Attach additional sheets as necessary)

COUNTY OF SANTA CRUZ

John Schmiedel
Contractor

PUBLIC WORKS DIRECTOR

ACORD CERTIFICATE OF LIABILITY INSURANCE
ID # FF
LANDS-1DATE (MM/DD/YY)
04/20/01

PROD CER
D C D Insurance Services
 O. Box 1807
 23 Soquel Ave
 Santa Cruz CA 95062
 Phone: 831-423-8542 Fax: 831-423-8599

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

INSURED	INSURER A: Legion Insurance U211
The Landscape Co. P.O. Box 277 Capitola CA 95010	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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 CONTRACTOR 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	GENERAL LIABILITY				EACH OCCURRENCE \$												
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$												
	CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$												
					PERSONAL & ADV INJURY \$												
					GENERAL AGGREGATE E												
	GENL AGGREGATE LIMIT APPLIES PER:				PRODUCTS. COMP/OP AGG \$												
	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC																
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident) \$												
	ANY AUTO				BODILY INJURY (Per person) \$												
	ALL-OWNED AUTOS				BODILY INJURY (Per accident) \$												
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$												
	HIRED AUTOS																
	NON-OWNED AUTOS																
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$												
	ANY AUTO				OTHER THAN AUTO ONLY EA ACC \$												
					AGG \$												
	EXCESS LIABILITY				EACH OCCURRENCE \$												
	OCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$												
	DEDUCTIBLE																
	RETENTION \$																
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC11230220	10/01/00	10/01/01	<table border="1"> <tr> <td><input checked="" type="checkbox"/></td> <td>WC STATE TORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L.</td> <td>EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L.</td> <td>DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L.</td> <td>DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC STATE TORY LIMITS	OTHER	E.L.	EACH ACCIDENT	\$ 1,000,000	E.L.	DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L.	DISEASE - POLICY LIMIT	\$ 1,000,000
<input checked="" type="checkbox"/>	WC STATE TORY LIMITS	OTHER															
E.L.	EACH ACCIDENT	\$ 1,000,000															
E.L.	DISEASE - EA EMPLOYEE	\$ 1,000,000															
E.L.	DISEASE - POLICY LIMIT	\$ 1,000,000															
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
LANDSCAPE OPERATIONS PERFORMED BY THE INSURED.

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CERTIFICATE HOLDER	<input type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
County of Santa Cruz Public Works Department 701 Ocean Street, Rm#410 Santa Cruz CA 95060	COUNTY'S	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Clay S. Timmons

ENDORSE

LBIEE INSURANCE AGENCY
 ROUTE 9 NORTH SUITE 503
 BRIDGE NJ 07095
 Phone: 732-634-8400 Fax: 732-634-5379

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

INSURERS AFFORDING COVERAGE

0212

INSURED

The Landscape Co.
 Fred
 3089 Freedom Blvd.
 Watsonville CA 95076

INSURER A: **Specialty National**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGEs

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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 AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	3X2137273-00	01/23/01	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			FIRE DAMAGE (Any one fire) \$ 100,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR			MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> BLANKET ADD INSD			PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> PESTICIDE/HERB			GENERAL AGGREGATE \$ 2,000,000	
	GENL AGGREGATE LIMIT APPLIES PER! POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC			PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY	3X2137273-00	01/23/01	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000	
	ANY AUTO			BODILY INJURY (Per person) \$	
	ALL OWNED AUTOS			BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS			PROPERTY DAMAGE (Per accident) \$	
	HIRED AUTOS			AUTO ONLY - EA ACCIDENT \$	
	NON-OWNED AUTOS			OTHER THAN AUTO ONLY - EA ACC AGG \$	
	GARAGE LIABILITY		01/23/02	EACH OCCURRENCE \$	
	ANY AUTO			AGGREGATE \$	
				\$	
				\$	
				\$	
	EXCESS LIABILITY			WC & ATU. OTH- TORY LIMITS PER	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE			E.L. EACH ACCIDENT \$	
				E.L. DISEASE - EA EMPLOYEE \$	
				E.L. DISEASE - POLICY LIMIT \$	
	DEDUCTIBLE				
	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
A	OTHER	3x2137273-00	01/23/01	01/23/02	
	Equipment Floater				

DESCRIPTION OF OPERATION & LOCATION & VEHICLE & EXCLUSIONS & ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is included as Additional Insured as respects to all work performed by the insured.

CERTIFICATE HOLDER

IN

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

VBVNBS

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO IMPOSES NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

County of Santa Cruz
 Public Works Department
 701 Ocean St Room 410
 Santa Cruz CA 95060

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