COUNTY OF SANTA CRUZ

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 95060-4070

(831) 454-2160 FAX (831) 4542385

July 23, 1998

SANTA CRUZ COUNTY BOARD OF SUPERVISORS 701 Ocean Street Santa Cruz, California 95060

SUBJECT: APTOS SEASCAPE COUNTY SERVICE AREA NO. 3, 2ND DISTRICT

Members of the Board:

Aptos Seascape County Service Area No. 3 has received a proposal from Swenson's Landscaping for landscaping services within the service area in the amount of \$1,600 per month. Additionally, \$1,000 is also included in the contract for contingencies, for a total contract amount of \$20,200. The service area 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 therefore recommended that the Board of Supervisors take the following action:

- 1. Accept the attached proposal in the amount of \$1,600 per month including \$1,000 for contingencies from Swenson's Landscaping and approve the contract,
- 2. Authorize the Director of Public Works to sign the Agreement.

Yours truly. OHN A. FANTHAM Director of Public Works

TAD:mg

Attachments

RECOMMENDED FOR APPROVAL:

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County Administrative Officer

copy to: Public Works

CSAPROP.DOC/APTM

DEPARTMENT OF PUBLIC WORKS

GOVERNMENTAL CENTER

JOHN A. FANTHAM DIRECTOR OF PUBLIC WORKS

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

í 368

): Board of Supervisors County Administrative Officer County Counsel Auditor-Controller	FROM:	FUBLIC WORKS	(Dept.) gnature) (1/-1/- e)
e Board of Supervisors is hereby re	quested to approve the attached	agreement and authorize the exe	cution of the same.
Said agreement is between the <u>Constrained agreement</u> is between the <u>SWENSON'S LANDSCA</u> and. <u>1900 GREEN VALLEY</u> The agreement will provide <u>LAN</u> <u>APTOS SEASCAPE</u>	PING SERVICES ROAD, WATSONVILLE,	CA 95076	(Name & Address)
The agreement is needed, BECAU	SE THE WORK CAN BE	HANDLED MOST EXPEDIT	TIOUSLY BY CONTRACT
, Period of the agreement is from	BOARD APPROVAL	to JUNE 30,	1999
. Anticipated cost is \$ 20,200.0		(Fixed amoι	unt; Monthly rate; Not to exceed)
	091 3665 PO0610 (6	22100)(Index# Ent, attach completed foi) <u>(3166655</u> ⊔bobject) RM AUD-74
subject to 98-		· · · · · · · · · · · · · · · · · · ·	Date 7/23/98 Controller
Proposal reviewed arna approved. It is DIRECTOR OF PUBLIC WORD Remarks: BW	recommended that the Board of <u>CS</u> to execute the (Agency). (Analyst)	e same on behalf of the <u>DEPART</u> County Administr	MENT OF PUBLIC WORKS
4greement approved as to form. Date			
Distribution: Bd. of Supv. • White Auditor-Controller • Blue County Counsel • Green • Co. Admin. Officer • Canary Auditor-Controller • Pink Originating Dept. • Goldenrod Co. Dept: if rejected.	State of California, do hereby Cer said Board of Supervisors as reco In the minutes of said Board on	ex-officio Clerk of the Board of Super tify that the foregoing request for app ommended by the County Administrativ	roval of agreement was approved by

COUNTY SERVICE AREA

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this <u>4th</u> day of <u>August. 1998</u>, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and SWENSON'S LANDSCAPING, hereinafter called CONTRACTOR. The parties agree as follows:

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

2. <u>COMPENSATION.</u> 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. <u>ITERM</u>.mTheBerm of this coAtrapet pshallobev a l through June 30, 1999.

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

5. <u>INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS.</u> 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. <u>INSURANCE</u>. 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.

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 ______.

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 CONTRACTOR's 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 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. <u>Other Insurance Provisions</u>

(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:

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"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. <u>EQUAL EMPLOYMENT OPPORTUNITY.</u> 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 1 8), 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.

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(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. <u>INDEPENDENT CONTRACTOR STATUS.</u> 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.

<u>PRINCIPAL TEST:</u> 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.

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

11. **<u>NONATSRIGNMENT</u>** shall not assign this Agreement without the prior written consent of the COUNTY.

12. <u>RETENTION AND AUDIT OF RECORDS</u>. 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. <u>PRESENTATION OF CLAIMS.</u> 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 : Attachment "D" and "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: _____

CONTRACTOR SWENSON'S LANDSCAPING

By: Coutt Swanson

Address: 1900 Green Valley Road

Watsonville, CA 95076

Telephone: 83 1-688-6350

Tax ID No<u>. 554-37-5702</u>

APPROVED AS TO FORM:

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-Assistant County Counsel

DISTRIBUTION:

Auditor-Controller Contractor Public Works <u>SWENSON'S LANDSCAPING</u> Contractor

1900 Green Vallev Road Street

Watsonville. CA 95076 City, State, Zip Code

(831) 688-6350 Phone Number Contract No.

528197 State Contractors License No.

C-27 Type of License

554-37-5702 TAX ID NUMBER

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

Landscape maintenance at Seascape Improvement Association traffic islands per Attachment E.

Areas included per Seascape map are #2, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 21, 22, 24, 25. Sec mag-

\$1,600.00 per month

\$1,000 to be available for any contingencies per year.

CSA No. 3 (map attached)

Total contract amount: \$20,200.00

(attach additional sheets as necessary)

winson

CONTRACTOR SWENSON'S LANDSCAPING

COUNTY OF SANTA CRUZ

PURCHASING AGENT

Attachment D

County Service Area Independent Contractor Agreement Attachment E

Swensons Landscaping	
Contractor Green Valley Rd.	Contract. No. 528197
Street Watsonville, CA 95076	State Contractor's License No. $C-2I$
City, State, Zip Code (408) 688.6350	Type of License 55431 5702
Phone Number	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.

<u>General Instructions</u>

All work shall be performed in a professional, workman1 i ke manner us ing 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. <u>Mowing</u> Turf areas shall be mowed no less than once every seven (7) days.
- B. <u>Mowing Height</u> Mowing height shall be no less than I 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. <u>Weather Restrictions</u> 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. <u>Cliooinas</u> All clippings generated shall be properly rake4 and remove4 at the time of mowing.

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

- E. <u>Edging of Sidewalks, Curbs and Other Paved Areas</u> 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. <u>Other Edging</u> 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 for (4) weeks, or every fourth mowing.
- G. <u>Fertilizing</u> 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. <u>Clean-Up</u> All paved areas, including walks, 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. <u>Litter Removal</u> 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. <u>Other</u> 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.

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

Shrub Bed and Ground Cover Maintenance

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

- A. <u>Edging</u> 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 <u>Weeding</u> 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 <u>Clean-Up</u> 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 <u>Removal of Dead or Diseased Plants</u> Al 1 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. <u>Litter Removal</u> All shrub beds and ground cover areas shall be cleaned of litter and debris no less than once **every** seven (7) days.
- F. <u>Fertilization</u> 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. <u>Interplantings</u> 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. <u>Shrub and Tree Pruning</u> 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.

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

Water Reauirements

. . .

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

- A. <u>Turf</u> 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 *u* sidewalk.
- 8. <u>Shrubs and Ground cover</u> 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. <u>Landscaping Maintenance Site Report</u> 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.
- 8. <u>Damage to Sites or Unsafe Conditions</u> 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)

It Swinson

CONTRACTOR

COUNTY OF ,SANTA CRUZ

Purchasing Agent or

Asst PUBLIC WORKS DIRECTOR

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Scott Swenson DBJ		8	
1900 Green Valley Watsonville , CA		COMPANY C	
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P.O. Box 429166, San Francisco, CA 94142-9186

Name and Address;	THIS IS A CONTINUOUS POLICY
SANTA CRUZ COUNTY DEPT OF PUBLIC WORKS	W0-12-94-1
	09-26-97 EXPIRATION CATE 0 9 - 2 6 - 9 8
X Additional insured for Bodily Injury and Property Damage is: COUNTY OF	SANTA CRUZ PUBLIC WORKS
701 Οσέλη στρέξτα σάντα στίσ 95060	which subled to all terms and conditions of the CSAA

<u>SANIA URUZ</u> (Name of Person Of Organization) which, subject to all terms and conditions of the CSAA

Members Car Policy, shall have those rights of coverage and defense granted to organizations by subpart (3) of the section entitled "Additional Definition Used in this Part Only" under Part I - Liability.

The Bureau will give 10 days Notice of Cancellation for non-payment of premium, 20 clays notice of Cancellation for any other reason or lapse of policy to:

Coverages are extended to:

which, subject to all terms and conditions of the CSAA

(Name Of Person or Organization) Members Car Policy, shall have those rights of coverage and defense granted to organizations by subpart (3) of the section entitled "Additional Definition Used In this Part Only" under Part I - Liability.

Named Insured:

SWENSON SCOTT E OR ANGELA 1900 GREEN VALLEY RD WATSONVILLE, CA 95076

The policy of automobile Insurance includes the coverages and limits of liability as shown below, The policy will expire on the date shown unless cancelled by the Insured or by the Bureau prior thereto.

DESCRIPTION OF AUTOMOBILE(S)			DESCRIPTION OF AUTOMOBILE(S)									
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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

POLICY NUMBER: 571-97 UNIT 00 CERTIFICATE EXPIRES: 10-01 -98

ISSUE DATE: 10-01-97

SANTA CRUZ CA 95060

SWENSON'S LANDSCAPING

1900 GREENVALLEY RD

WATSONVILLE CA 95076

COUNTY OF SANTA CRUZ	Z <u>erre</u> že
ATTN PUBLIC WORKS DEPT ATTN KIRK H&ES 701 OCEAN ST	

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days' advance written notice to the employer.

We will also give you 30 days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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.

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EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER DCCURRENCE.

STANDARD EXCLUSION: INDIVIDUAL EMPLOYERS AND HUSBAND AND WIFE EMPLOYERS ARE NOT ELIGIBLE FOR BENEFITS AS EMPLOYEES UNDER THIS POLICY.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 10/01/97 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: COUNTY OF SANTA CRUZ

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10/01/97 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.



SWENSON, SCOTT SWENSON, ANGELA

09-18-97

10265 (REV. 2-95)

NG