

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0240

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

FROM:

PUBLIC WORKS

(Dept.)

(Signature) ( 7/25/00 e )

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 Seascap
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 \$ 14,400.00 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contract \$14,400.00; 7% Overhead \$1,008.00; Total \$15,408.00
7. Appropriations are budgeted in 6 2 2 1 0 0 ! 2 2 1 0 4 ! 3 4 7 5 (Index#) 3 5 9 0 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 02202 Date 7/25/00  
are not will be

GARY A. NUTSON, Auditor - Controller

By Ronald J. Sidon u t y

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 Works (Agency).

County Administrative Officer

Remarks:

(Analyst)

By [Signature] Date 7/25/00

Agreement approved as to form. Date \_\_\_\_\_

MP:bbs

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) SS

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the 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 \_\_\_\_\_

County Administrative Officer  
By \_\_\_\_\_ Deputy Clerk



# County of Santa Cruz

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070  
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

AGENDA: AUGUST 8, 2000

July 27, 2000

### 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 (CSA) No. 3, has received a proposal from The Landscape Company for landscaping and tree trimming services in the amount of \$1,200.00 per month. 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 CSA 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 in the amount of \$1,200.00 per month from The Landscape Company.
2. Authorize the Acting Director of Public Works to sign the agreement on behalf of CSA No 3.

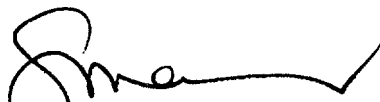
Yours truly,

  
THOMAS L. BOLICH  
Acting Director of Public Works

MP:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer  
copy to: Department of Public Works

SEB

**3**

COUNTY SERVICE AREA

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this d a y o f \_\_\_\_\_, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and The LANDSCAPE CO., hereinafter called CONTRACTOR. The parties agree as follows:

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

3. TERM. The term of this contract shall be from: Board Approval through June 30, 2001.

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 CONTRACTORS 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.

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 \$500,000.00 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:

"This insurance shall not be canceled until after thirty (30) days prior

written notice has been given to:

0243

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. EOUAL 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 40 12) identifying the sex, race, physical or mental disability, and job classification of its

(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, 0245

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

11. **NON-ASSIGNMENT**. 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 I .05 of the Santa **Cruz** County Code, which by this reference is incorporated herein. .

14. **ATTACHMENTS**. This Agreement includes the following attachments : Attachments **"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  
The Landscape Co.

By:  \_\_\_\_\_

Address: P. O. Box 277

Capitola, CA 95010

Telephone: (831) 662-303 0

Tax ID No. 77-0485506

APPROVED AS TO FORM:

  
Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

The Landscape Co.

Contractor

Contract No.

755628P. O. Box 277

Street

State Contractors License No.

C-27Capitola, Ca 95010

City, State, Zip Code

Type of License

(831) 662-3030

Phone Number

77-0485506

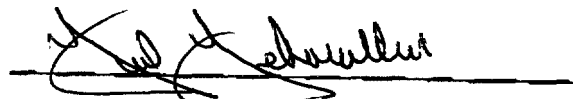
TAX ID NUMBER

CONTRACTOR agrees to **furnish** all labor, equipment and materials to complete the following work: CSA3 - **APTOS SEASCAPE**

Landscaping maintenance at Seascape Improvement Association traffic islands as per attached

"E" Scope of WorkAreas included per Seascape map are #1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,24 and 25. (See attached map and list of island locations)\$1,200.00 per month.Total contract amount \$14,400.00(attach additional sheets as necessary)

COUNTY OF SANTA CRUZ



CONTRACTOR

DIRECTOR OF PUBLIC WORKS OR  
PURCHASING AGENT

Attachment D



0247

County Service Area  
Independent Contractor Agreement  
Attachment E

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.

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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 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. 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.

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## 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 Hatch. 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.

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County S&vice Area Independent Contractor Agreement  
Attachment E Continued  
Page 4 of 4

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 run-off in to the adjacent street or sidewalk.
8. **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:

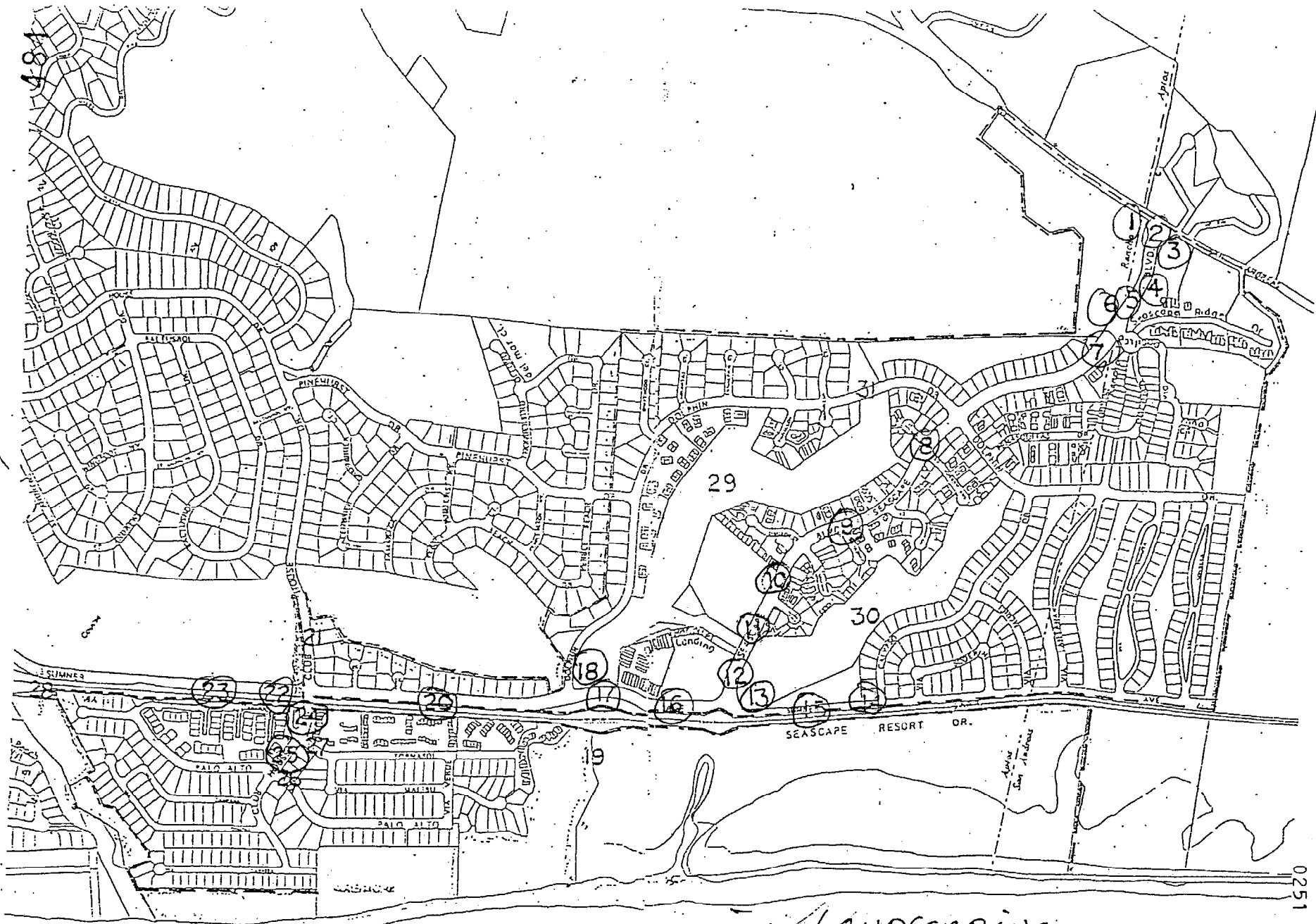
- A. **Landscaping Maintenance Site Report** - The contractor shall submit, along with the monthly invoice for services rendered, a monthly schedule reporting hours worked, location and nature of work completed (i.e. weeding, watering, mowing, fertilizing). This report is subject to audit and comparison by inspection of the traffic islands.
- B. **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)

  
\_\_\_\_\_  
CONTRACTOR

COUNTY OF SANTA CRUZ

\_\_\_\_\_  
Purchasing Agent or  
PUBLIC WORKS DIRECTOR



CSA #3

LANDSCAPING -  
WATER

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

OP ID FF  
LANDS-1

DATE (MM/DD/YY)

10/28/99

PRODUCER  
D C D Insurance Services  
P.O. Box 1807  
1123 Soquel Ave  
Santa Cruz CA 95062  
Phone: 831-423-8542 Fax: 831-423-5714

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

INSURED

The Landscape Co.  
Attn: Fred Lehouillier  
P.O. Box 277  
Capitola CA 95010

INSURER A: Legion Insurance

INSURER B:

INSURER C:

INSURER D:

INSURER E:

NOV. 1 1999

SANTA CRUZ, CA

## 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 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.

INSURANCE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/>					EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
PRODUCTS - CCMFICP AGG \$					
GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY A	WC11230220		10/01/99	10/01/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> 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 type="checkbox"/> OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ALL CALIFORNIA OPERATIONS SUBJECT TO POLICY LIMITS AND EXCLUSIONS.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

COUNTY

County of Santa Cruz  
Public Works Dept.  
701 Ocean Street #410  
Santa Cruz CA 95060

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

ACORD 25-S (7/97)

ACORD CORPORATE

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**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# ADORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

**PRODUCER**

Downey, Cavadias & Deana, Inc.  
c/o Sanders Company  
P.O. Box 1528  
Arcadia, CA 91077

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.

## COMPANIES AFFORDING COVERAGE

COMPANY  
A                      Lloyds of London.

COMPANY

[illegible]

COMPANY

C

© 2000 Blackwell Science Ltd *Journal of Internal Medicine* 247: 101–108

COMPANY

**1997**

THE LANDSCAPE COMPANY  
P.O. BOX 277  
CAPITOLA, CA 95010

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Q5 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT PROT	CA993798	1/20/00	1/20/01	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$

THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED IN RESPECT TO THE OPERATIONS OF THE ABOVE NAMED INSURED. 10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT. PER BLANKET ADDITIONAL INSURED ENDORSEMENT ATTACHED. CANCELLATION CLAUSE EXCEPT AS REQUIRED BY FINANCING, AND TERMS OF POLICY.

**CERTIFICATE HOLDER**

County of Santa Cruz  
Public Works Department  
701 Ocean Street, Rm #410  
Santa Cruz, CA 95060

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~SUBMIT TO MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

[illegible]

RECORD CORPORATION 1993

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## BLANKET ADDITIONAL INSURED ENDORSEMENT

Attaches to and forming part of Policy Number: CA983380  
 the Underwriters at Lloyd's issued to:  
 The Landscape Company, (Trust)  
 Effective Date: 01/20/99

It is agreed that coverage is provided to Additional Insured(s) and Loss Payee(s) ATIMA as defined in this endorsement as follows:

1. The new term "Additional Insured" and "Loss Payee" is added to this policy, meaning any person or organization specifically designated an "Additional Insured" and/or "Loss Payee" on a "Certificate of Insurance", which has been approved by the Company; A person or organization not specifically designated as an Additional Insured or Loss Payee on a Certificate of Insurance approved by the company is afforded NO COVERAGE hereunder.;

2. Coverage for any Additional Insured shall take effect at 12:01 AM on the date of the certificate designating such person or organization as an Additional Insured, but only when BUTLER Underwriters are notified via a Certificate of Insurance which has been faxed to BUTLER within 5 days of the certificate(s) issue date which serves as the effective date herein. BUTLER Underwriters reserves the right to decline or refuse any additional insured from coverage under this policy within (15) fifteen days of the effective date of the certificate;

3. The applicable limit(s) of the company's liability shall not increase by the inclusion of any number of additional insureds;

A Other than as expressly modified herein, coverage for Additional Insured(s) and/or Loss Payee(s) is governed by the terms and conditions of the policy, including the insuring agreements, and shall not be altered or changed without BUTLER Underwriters written approval;

5. The coverage provided for Additional Insured(s) are only to the extent such Additional Insured(s) are held liable for the negligence or strict liability of the Named Insured. No coverage is provided the Additional Insured(s) for liability based upon the Acts, Errors or Omissions of the Additional Insured(s);

6. No coverage is provided an Additional Insured for damage because of bodily injury to an employee of the Named Insured, whether suit is brought or claim is made by the employee, or the parents, spouse, child or sibling of such employee or any entity seeking damages because of injury to such employee;

7. This coverage ceases upon the termination of insurance coverage with this company and/or the termination of your business relationship with the Additional Insured and the Loss Payee, whichever occurs first.

All other terms and conditions of this policy remain unchanged.

01/26/99

DATE

BAI3 (07/97)

*Robert A. Butler, Pres.*

CORRESPONDENT

ATTN: MARIE PIKE FAX# 454-2385  
 6037F.11 CERTIFICATE OF INSURANCE 0256

35Y1A - 338Y  
 Agent 6665  
 AFO 146

This is to certify that:

State Farm Mutual Automobile Insurance Company, of Bloomington,  
 Illinois has coverage in force as shown below for the named insured. If the coverage is changed or terminated we will give 10  
 days written notice to:

COUNTY OF SANTA CRUZ,  
 PUBLIC WORKS AGENCY  
 701 OCEAN ST RM 410  
 SANTA CRUZ CA 95060-4013



BILL DAVIDSON-INSURANCE  
 License #0339044  
 8016 Sequel Drive  
 Aptos, CA 95003  
 Bus: (408) 688-3683  
 Home: (408) 722-8460

Description of Vehicle: 1988 CHEVROLET 1GBGC34K2JE200602

**LIABILITY - COVERAGE A**  
 Limits of Liability

Bodily Injury		Property Damage	Bodily Injury and Property Damage
each person	each accident	each accident	Single Limit
\$ 500000	\$ 500000	\$ 100000	\$ each accident

This Certificate of Insurance does not change the coverage provided by the described policy.

Named Insured LEHOULLIER, ALFRED

Policy Number V33 3527-B10-05F

Effective Date SEP 08 1999  
 12:01 A.M. Standard Time

Countersigned SEPT 15, 1999  
 (Year)

By Bill Davidson  
 Authorized Representative

6037F.11