SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET

Creation Date: 6/2/04
Source Code: DCSDX
Agenda Date: 6/8/04
INVENUM: 54666

Resolution(s):

Ordinance(s):

Contract(s): 33193

Continue Date(s):

Index: --Letter of Davenport County Sanitation District dated May 26, 2004
--Independent Contractor Agreement
--Certificate of Liability Insurance

Item: 55. AS THE BOARD OF DIRECTORS OF THE DAVENPORT COUNTY SANITATION DISTRICT, APPROVED independent contractor agreement with Sala Brothers Water Trucking, Incorporated in the amount of $23,201 for fiscal year 2003/2004 and $25,000 for fiscal year 2004/2005, for trucking of water to the Davenport water storage tank and authorized the District Engineer to sign the agreement, as recommended by the Director of Public Works

County of Santa Cruz

DAVENPORT COUNTY SANITATION DISTRICT

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

THOMAS L. BOLICH
DISTRICT ENGINEER

APPROVED AND FILED
BOARD OF SUPERVISORS
DATE: June 8, 2004
COUNTY OF SANTA CRUZ
SUSAN A. MAURIELLO
EX-OFFICIO CLERK OF THE BOARD
BY Sharon Mitchell DEPUTY

AGENDA: JUNE 8,2004

May 26,2004

BOARD OF DIRECTORS
DAVENPORT COUNTY SANITATION DISTRICT
701 Ocean Street
Santa Cruz, California 95060

SUBJECT: AGREEMENT WITH SALA BROTHERS WATER TRUCKING, INC.

Members of the Board:

This past winter, the Davenport County Sanitation District (District) required the services of Sala Brothers Water Trucking, Inc., in order to truck in potable water to the Davenport community. For your Board's information, it is necessary to purchase potable water during rain events because the water treatment plant is not capable of treating water when the water turbidity levels from Mill and San Vincente Creeks become too high. In the coming year, the District is planning to begin work on replacing its existing water tank to eventually increase storage capacity, but for the short term we expect to continue to truck in water during various rain events.

As a result of several rain events last winter, the funds in the original $15,000 purchase order with Sala Brothers were expended and it will now be necessary to increase funding to pay for outstanding invoices in the amount of $8,201. A contract with Sala Brothers Water Trucking, Inc. in the amount of $23,201 for fiscal year 2003/04 and $25,000 for fiscal year 2004/05 will allow for payment of the outstanding invoices for this current fiscal year and provide sufficient funding for next fiscal year as well. Sufficient funding is available in the Davenport County Sanitation District budget to cover the cost of this contract.

It is therefore recommended that your Board approve the attached independent contractor agreement with Sala Brothers Water Trucking, Inc., in the amount of $23,201 for fiscal year 2003/04 and $25,000 for fiscal year 2004/05, for trucking **of** water to the Davenport water storage tank and authorize the District Engineer to sign the agreement.

Yours truly,

THOMAS L. BOLICH
Director of Public Works

TLB:RCB:mh

Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Sala Brothers Water Trucking, Inc.
General Services
Public Works (Water and Wastewater Operations)

salamh.wpd

0479

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: DAVENPORT COUNTY SANITATION DISTRICT (Department)

BY: _____ (Signature) 5.24.04 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement ☒ Revenue Agreement ☐

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

1. Said agreement is between the DAVENPORT COUNTY SANITATION DISTRICT (Department/Agency)
   and SALA BROTHERS WATER TRUCKING, INC. 1935 El Camino Real, Aromas, CA 95004 (Name/Address)

2. The agreement will provide TRUCKING OF WATER TO THE DAVENPORT WATER STORAGE TANK.

3. Period of the agreement k *from* BOARD APPROVAL to JUNE 30, 2004

4. Anticipated Cost is $ 8,201 (Increase) ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed
   Remarks: CONTRACT $23,201; 7% OVERHEAD $1,624; TOTAL ~~$24,824~~ $24,825

5. Detail: ☐ On Continuing Agreements List for FY ____-____. Page CC-_____ Contract No: 33193 OR ☒ 1st Time Agreement
   Formerly PH57704-01
   ☐ Section II No Board letter required, will be listed under Item 8
   ☐ Section III Board letter required
   ☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 625125! 51804! 4320! (Index) 3590 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are / are not available and have been / will be encumbered. Contract No: 33193

By: _____ Auditor-Controller Deputy Date: 5/26/04

Proposal and accounting detail mewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize DISTRICT ENGINEER (Dept/Agency Head) to execute on behalf of the DAVENPORT COUNTY SANITATION DISTRICT (Department/Agency)

Dah: 5-27-04
RCB :mh

By: _____ County Administrative Office

Distribution:
Board of Supervisors - white
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz
I, Susan A. Mauriello, 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 Office by an order duly entered in the minutes of said Board on June 8 20 04

By: Deputy Clerk

ADM - 29 (8/01)
Title I, Section 300 Proc Man

AUDITOR-CONTROLLER USE ONLY

CO	$				
Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC110	$	/			
Auditor Description	Amount	Index	Sub object	User Code	

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Contract No. 33193

INDEPENDENT CONTRACTOR AGREEMENT

0467

THIS CONTRACT (formerly Purchase Order No. PH57704-1) is entered into this 8th day of June 2004, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and SALA BROTHERS WATER TRUCKING, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: HAUL POTABLE WATER TO THE DAVENPORT WATER TREATMENT PLANT.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: PAYMENT NOT-TO-EXCEED $23,201 FOR FISCAL YEAR 2003/2004; PAYMENT NOT-TO-EXCEED $25,000 FOR FISCAL YEAR 2004/2005. PAYMENT TO BE PROCESSED AFTER RECEIPT OF INVOICE, IN ACCORDANCE WITH THE RATES IN EFFECT AT THE TIME OF WORK PERFORMED.

3. TERM. The term of this contract shall be: FROM BOARD APPROVAL THROUGH JUNE 30,2005.

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 a 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.

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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 _____/_____ 0468

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 $1,000,000 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."

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(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:

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RUSS BATESON
COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS
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:

RUSS BATESON
COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

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) In the event of the CONTRACTORS 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. 0470

(3) 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.

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

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

0471

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. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

15. ATTACHMENTS. This Agreement includes the following attachments: RATE SCHEDULE DATED DECEMBER 4,2003; SOLE SOURCE JUSTIFICATION DATED JANUARY 27,2004.

16. LIVING WAGE. This agreement is covered under Living Wage provisions if this section is initialed by COUNTY _____

This agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #16 above is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of $50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

> "CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or **(4)** convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

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

0472

COUNTY OF SANTA CRUZ

By: _____
District Engineer

CONTRACTOR
SALABROTHERSWATER
TRUCKING, INC.

By: _____

Address: 1935 El Camino Real
Aromas. CA 95004

APPROVED AS TO FORM:

By: Samuel Torres Jr. 5/25/04
Assistant District Counsel

Telephone: 726-3903
FAX: 726-1702
E-MAIL _____

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

salamh.wpd

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SALA BROTHERS
WATER TRUCKING INC.

1935 El Camino Real
Aromas, CA. 95004
(831) 726-0903

DECEMBER 5, 2003

COUNTY OF SANTA CRUZ
WASTE WATER OPERATIONS

ATTENTION: JEFF LATHAN

WE WILL BE ABLE TO PROVIDE WATER DELIVERIES AT THE DAVENPORT LOCATION. THE COST PER LOAD MONDAY TRU FRIDAY IS $200.00. SATURDAYS, SUNDAYS AND HOLIDAYS WILL BE $250.00 PER LOAD.

MARK SALA
SALA BROTHERS WATER TRUCKING, INC.

County of Santa Cruz

JUSTIFICATION FOR SOLE SOURCE/SOLE BRAND
(must be completed **on** requests over $500)

Requisition Number: 278338 Dated: 01-27-04

Item:

(X) Sole Source: Item is available from only one vendor. Item is one-of-a kind item and is not sold through distributors. Manufacturer is sole distributor.

( ) Sole Brand: Various vendors can supply the specified model and brand and competitive bids will be solicited for the brand requested only.

NOTE: When completing the justification section, refer to the criteria listed **below.**

JUSTIFICATION: (attach additional sheets if required)

CERTIFICATION:

I am aware of Santa Cruz County Code. Section **2.37** and Procedures Manual (Title III. Section 100. Item F) concerning purchasing procedures and requisitioning. **As** an approved department representative. I have gathered technical information and have made **a** concentrated effort to review comparable/equal equipment. This is documented in this justification. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand is accurate and appropriate for this acquisition.

This form was completed by:

Jeff Lathan 1/27/04 / 5/4/04 DEPARTMENT APPROVAL: 5/4/04
Name / Director (or Auth.. Rep.) /Date

PROCUREMENT APPROVAL:
Dept/Div Representative / Phone Procurement Officer / Date

Justification for Sole Source/Sole Brand
Attachment

During the winter, large amounts of rainfall cause turbidity problems in the water treatment plant process and the water treatment plant cannot produce safe drinking water. It is at these times that water must be hauled from the City of Santa Cruz to the town of Davenport. The water is then pumped into the water storage tank where it enters the distribution system.

The Sala Brothers Water Trucking Inc. was the only company that was willing to provide the service of hauling potable water from'the City of Santa Cruz to the Davenport Water Treatment Plant. In the past the only other company that had provided this service was J & J Water Trucks. However, when they were contacted and asked to provide this service they declined.

The Sala Brothers Water Trucking Company has the specific equipment?experience?and the appropriate insurance to perform this service. During this winter we have used the services of this company and they have provided us with excellent service.

Until such time as the water treatment plant is upgraded and is able to produce safe drinking water, during winter storms, we will have to rely on this company to provide drinking water to the residents of Davenport.

Jeff Lacher
464-5473

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID: MF SALABR1 | DATE (MM/DD/YY/Y) 12/10/03

ODUCER
VIS Donald R Hardy Agency
.O. Box 308
apitola CA 95010
hone: 831-475-4314 Fax: 831-475-9524

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.

SURED

Sala Brothers WaterTruckingInc
1935 El Camino Real
Aromas CA 95004

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Penn Star Insurance Company	
INSURER B	
INSURER C	
INSURER D	
INSURER E:	

OVERAGES

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.

ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY					
	X COMMERCIAL GENERAL LIABILITY	TO BE DETERMINED	12/09/03	12/09/04	EACH OCCURRENCE	$ 1,000,000
	CLAIMS MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
					MED EXP (Any one person)	$ 5,000
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ INCLUDED
	X POLICY PRO-JECT LOC					
	AUTOMOBILE LIABILITY					
	ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

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

ditional insured is named per attached form CG20101001.

TIFICATE HOLDER

SCCOUN1

Davenport County
Sanitation District
701 Ocean Street Room 410
Santa Cruz CA 95062

CANCELLATION

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 SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Sala Brothers WaterTruckingInc
POLICY NUMBER: TO BE DETERMINED

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person **or** Organization:
Davenport County Sanitation District (SCCD), *its* officials, employees and agents

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply *to* "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf *of the* additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontracior engaged in performing operations for a principal as a part of the same project.

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UNITRIN
PROPERTY AND CASUALTY INSURANCE GROUP

Financial Indemnity Company
21650 Oxnard St.
Woodland Hills, CA 91367

VEHICLE INSURANCE IDENTIFICATION CARD

INSURED; SALA BROTHERS WATER TRUCKING

AGENT: AON RISK SVS INC 4417

POLICY # C 7120732

AGENT PHONE: 831- 422-9831

INCEPTION: 03/15/04 EXPIRATION: 03/15/05

VEHICLE:

YEAR: 02 MAKE: KENWORTH WATER TK
VEH ID #: 1NKDGGGG00S893637

PLEASE KEEP THIS CARD IN THE VEHICLE AT ALL TIMES.
THIS CARD IS ONLY VALID TO THE EXPIRATION DATE SHOWN.

BE A CAREFUL DRIVER
DRIVE AS YOU WOULD HAVE OTHERS DRIVE

IF YOU SHOULD HAVE AN ACCIDENT:

1. Get the name and address of other drivers and occupants.
2. Get the license number of the *other* car(s) involved and *the* owner(s) name and address
3. Get the names and addresses *of* witnesses.
4. Please do *not make* any statement about the accident to anyone except the police or our identified representative.
5. Call 1-888-253-7834 to report the accident to your insurance company.