

**SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET**

Creation Date: 1/19/05
Source Code: PUBWK
Agenda Date: 1/25/05
INVENUM: 55702

Resolution(s):

Ordinance(s):

Contract(s): 43316

Continue Date(s): [1] 4/26/05

Index: --Letter of Public Works Department
--Independent Contractor Agreement
--Certificate of Liability Insurance

Item: 54. ACCEPTED AND FILED report on the Abandoned Vehicle Abatement Program; approved independent contractor agreement with Pick-N-Pull Auto Dismantler in the not-to-exceed amount of \$3,000 and authorized the Director of Public Works to sign the agreement on behalf of the County; directed Public Works and the Sheriffs Office to report back on or before April 26, 2005, as recommended by the Director of Public Works



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

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

THOMAS L. BOLICH
 DIRECTOR OF PUBLIC WORKS

**APPROVED AND FILED
 BOARD OF SUPERVISORS**

DATE: 1/25/05
 COUNTY OF SANTA CRUZ
 SUSAN A. MAURIELLO
 EX OFFICIO CLERK OF THE BOARD

BY *[Signature]*
 DEPUTY

AGENDA: JANUARY 25, 2005

January 18, 2005

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

SUBJECT: ABANDONED VEHICLE ABATEMENT PROGRAM

Members of the Board:

On November 16, 2004, Public Works reported to the Board of Supervisors on the policies and procedures of the Abandoned Vehicle Abatement (AVA) Program. As your Board may recall, this report contained a brief history of the program from the time that Public Works began administration of the program and steps taken by Public Works to improve the program, while staying within budget. These improvements were as follows:

- Public Works and County Counsel authored County Code Chapter 9.57 Abandoned Vehicles on Street and Highways, removing the time consuming and costly procedure of sending certified letters to registered vehicle owners prior to towing of an abandoned vehicle.
- Installation of signs citing the vehicle code violation and the resulting fine for abandoning vehicles at 15 locations throughout the County. The signs reflect the court's authority to fine a violator up to \$340 and provide the Sheriff's dispatch phone number to report a violator.
- Contracting with two tow companies for removal of vehicles to expedite towing, and waiving of Buena Vista disposal site fees for all local tow contractors for the disposal of abandoned motor homes at the Buena Vista landfill, provided that all fluids and hazardous waste materials are removed from the vehicle.

- A 39 percent increase in the number of vehicles abated i.e., voluntarily moved by owner or towed by County AVA program over the last 2 1/2 years.

July - December 2004 583

July - December 2003 545

July - December 2002 419

Field investigation and tagging of reported vehicles have been current since December 2004.

- Billing registered vehicle owners of vehicles towed by our contractors for the cost of the tow and a \$50 administrative fee. To date 195 vehicle owners have been billed for a total amount of \$40,885. Of these 195 bills, 67 bills were for large vehicles or extraordinary tows (34 percent). However, as expected, due to subsequent vehicle ownership turnover, the amount collected to date is only \$1,150.
- Creating an AVA flyer providing information about the program and displaying it at the County Governmental Center, the various Sheriff's Service Centers, the California Highway Patrol Aptos office, the Department of Motor Vehicles and on the Public Works website.
- Mailing of an AVA program informational letter to business associations throughout the county.

Since our report back in November of 2004, Public Works has negotiated a contract with Pick-N-Pull Auto Dismantlers for the removal of abandoned vehicles within the unincorporated areas of the county. In the past the County was unable to contract with a dismantler due to the low cost of steel; however, the recent increased cost of steel has made the dismantler interested in this program. The attached proposed contract provides that the contractor pay the County five dollars per vehicle for certain vehicles. The dismantler will tow "roadside" vehicles, i.e., vehicles easily accessible from the road, two days a week. Vehicles will be stored at their Moss Landing facility. For towing of large trucks, buses, and motor homes, the dismantler will charge a minimum of \$300 depending on the location and disposal costs. While the anticipated cost is approximately \$3,000, estimated cost savings to the AVA program using Pick-N-Pull could amount to as much as \$25,000. The services of Dogherra's Towing and Bay City Tow will continue for oversized vehicles, extraordinary tow situations, vehicles that pose a safety hazard, and those that Pick-N-Pull will not be able to address in a timely manner, as these contractors have the required equipment and are less expensive than Pick-N-Pull for those situations.

In anticipation of the savings from the use of Pick-N-Pull Auto Dismantler for removal of vehicles, Public Works will implement the following steps to further improve the efficiency of the AVA program:

- Two Public Works encroachment inspectors will assist in the investigation and tagging of abandoned vehicles along their daily inspection routes. The additional cost through June 30,2005, related to these inspectors is estimated at \$2,000.
- Public Works will begin towing abandoned vehicles from high visibility public parking areas. This is a change in current policy brought before your Board on December 4,2001, in an effort to cut program costs prior to transfer of the program to Public Works. The anticipated cost, through June 30,2005, is estimated at \$4,500 based on the towing of approximately 30 cars.
- Vehicles with current registration that have been left in the same location for 15 days or more will be tagged with a 10-day warning notice and the registered owner sent a courtesy warning letter to remove the vehicle immediately or the vehicle will be subject to tow. Public Works will have the vehicle towed if not moved, which is a change in the policy approved by your Board on December 4,2001. While we anticipate that most of these vehicles will be towed by Pick-N-Pull, vehicles that pose a safety hazard and need immediate removal will be referred to Dogherra's Towing and Bay City. The anticipated cost of this change through June 30,2005, is estimated at \$2,250 based on 15 cars.

Over the past several months Public Works has met with the Sheriffs Office on several occasions to discuss the AVA program. As a result of these meetings, the Sheriffs Office has agreed to provide this department a list of program issues identified by the Sheriff. Once this list is received, Public Works will meet with Sheriffs staff to review and discuss any issues not addressed in our recent enhancements to the program. Further, Public Works and the Sheriffs Office will continue to meet and explore operational options.

In order to evaluate the effectiveness of the most recent enhancements to the AVA program, Public Works will closely monitor the Pick-N-Pull contract to determine if the cost savings is such that the department can continue the expanded services and explore further enhancements in the 2005/06 fiscal year. Additionally, should the Public Works and Sheriffs analysis determine that the program could be run more efficiently by the Sheriffs Office, a transition plan will be developed and brought to your Board for review and appropriate action during budget hearings.

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

1. Accept and file this report on the Abandoned Vehicle Abatement Program.

2. Approve the attached independent contractor agreement with Pick-N-Pull Auto Dismantlers in the not-to-exceed-amount of \$3,000 and authorize the Director of Public Works to sign the agreement on behalf of the County.
3. Direct Public Works and the Sheriffs Office to return on or before April 26, 2005, with a report back and recommendation for addressing any operational issues identified within the AVA program.

Yours truly,



THOMAS L. BOLICH
Director of Public Works

TLB:NMH:SRL:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
 Sheriffs Office

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)

BY: [Signature] (Signature) 1-19-05 (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 COUNTY OF SANTA CRUZ (Department/Agency)
and Pic-N-Pull Auto Dismantler, 7590 Stockton Blvd., Sacramento, CA 95823 (Name/Address)

2. The agreement will provide towing and removal service for abandoned vehicles as referred under the AVA program

3. Period of the agreement is from Board approval to June 30, 2005

4. Anticipated Cost is \$ 3,000.00 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: Contract \$3,000.00; no overhead

5. Detail: On Continuing Agreements List for FY - Page CC- Contract No: OR 1st Time Agreement
 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 135458!81000!3665! (Index) 3590 (Subobject)

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

Appropriations are available and have been encumbered.
are not available and will be encumbered.

Contract No: C043316
By: Renee Harris Auditor-Controller Deputy Date: 1/19/05

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Director of Public Works (Dept/Agency Head) to execute on behalf of the Department of Public Works (Department/Agency)

Date: 1-19-05

By: [Signature] County Administrative Office

NMH:bbs

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

[Signature] 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 2005

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

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	Lines	H/TL	By	Date
Document No.	JE Amount				54
TC110	\$	Amount	Index	Sub object	User Code
Auditor Description					

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 25th day of January, 2005, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and PICK-N-PULL AUTO DISMANTLER, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: To provide towing services for abandoned vehicles within the unincorporated area of Santa Cruz County per the attached Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Per the attached Scope of Work, not to exceed \$3,000.

3. TERM. The term of this contract shall be: January 24, 2005, 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 CONTRACTORS 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.

1/25/05
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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 _____ / _____

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."

(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:

THOMAS L. BOLICH
 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:

THOMAS L. BOLICH
 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 **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**,

(3) The **CONTRACTOR** shall cause the foregoing provisions of this Subparagraph 78, 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. OFF-SHORE OUTSOURCING, By their signature to this Agreement, the **CONTRACTOR** certifies that any work done under this contract, either by the **CONTRACTOR** or any **SUBCONTRACTOR**, will be performed solely by workers within the United States,

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

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

12. NONASSIGNMENT. **CONTRACTOR** shall not assign this agreement without the prior written consent of the COUNTY,

13. 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.

14. 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.

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

16. ATTACHMENTS. This Agreement includes the following attachments: Scope of Work,

17. 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."

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: [Signature]
Director of Public Works

By: MR O [Signature] FOR PICK-UP

Address: 7590 STOCKTON BLVD
SACRAMENTO, CA 95823

APPROVED AS TO FORM:

By: [Signature] 1/12/05
Assistant County Counsel

Telephone: 916-681-3471
FAX: 916-682-6220
E-MAIL _____

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

NMH:mg

dismantler-m.wpd

ABANDONED VEHICLE REMOVAL SCOPE OF WORK

RIGHTS AND RESPONSIBILITIES OF THE COUNTY

1. The Santa Cruz County Public Works Department will provide the towing Contractor with the following:
 - A. County will provide authorization to Contractor(s) for removal of vehicle (CHP Reg, 180 form).
 - B. Tow authorization papers (CHP Reg, 462 form).
 - C. A description of the vehicle's year, make, model and condition (if known)
 - D. Accurate directions and assistance in locating subject vehicle,
 - E. Vehicles will be "roadside" tows.

2. The County reserves the right to make secondary awards and/or purchase subject services on the open market if necessary,

3. The County shall be entitled to audit the books and records of the Contractor. Such books or records shall be maintained by the Contractor for a period of two years from the date of final payment or until an audit is completed,

4. The County shall pay the Contractor on a monthly basis, upon submission of acceptable original invoices for vehicle recovery and removal services rendered. Invoices should be submitted to the County Public Works Department, Fiscal Section, by the 10th day of the month to provide for timely payment. Invoices must reference the County control ID number assigned to each vehicle towed. The Public Works Department will notify Contractor after receipt and review of invoices, if there is any invoice that is disputed, incorrect and/or that may need adjustment.

RIGHTS AND RESPONSIBILITIES OF CONTRACTOR(S)

1. Contractor agrees to pay the County of Santa Cruz five dollars (\$5.00) per vehicle towed.

2. Contractor may charge a minimum of \$300.00, depending on location and disposal costs for recovery of vehicles or towing of large trucks, buses, motor homes, travel trailers, etc.

2. Contractor shall provide two (2) dated photos of the vehicle, taken from front and rear at the time of removal. These photos must accompany Contractor(s)' invoice,

3. Contractor agrees to indemnify and hold the County of Santa Cruz harmless %omany damages incurred or claims made arising from towing, storage and disposal process.
4. Contractor shall report to the County, in writing (by fax or e-mail), the vehicles that have been removed, within 48 hrs of removal. This communication must include the County control ID number, vehicle identification and location of each abandoned vehicle towed.
5. Vehicles removed by the Contractor pursuant to Sections 22523, 22661, 22669 and 22851.3 of the California Vehicle Code (CVC) shall be transported to the storage facility located at 516 B Dolan Road in Moss Landing and stored for a designated 15-day period before disposal, At the conclusion of the storage period, with required DMV forms completed by the Contractor, the Contractor may dispose of the vehicle, The Contractor shall recycle all materials to the maximum extent possible, All vehicles removed pursuant to CVC 22661 and 22669 shall not be reconstructed or made operable per CVC 22661(f).
- 6, Contractor shall remove vehicles on Mondays and ^{THURSDAYS} ~~Fridays~~ every week with a minimum of 4 vehicles per trip,
7. Contractor to pay for the cost of Lien Sales, if necessary.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
01/12/2005

PRODUCER
Woodruff-Sawyer Oregon, Inc.
1001 SW 5th Avenue, Suite 1208
Portland, OR 97204
(503)416-7180

0456

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
Pick N Pull Auto Dismantlers
(See attached Named Insured List)
PO Box 10047
Portland, OR 97296-0047

INSURER A: Insurance Company of the State of Pennsylvania
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	43048446	3/15/2004	3/15/2005	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ included
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ included
					PERSONAL & ADV INJURY \$ included
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ included
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	43048446	3/15/2004	3/15/2005	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY! AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				\$
					\$
					\$

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

Removal of abandoned vehicles.
County of Santa Cruz, its officials, employees, agents and volunteers are included as additional insured per firm 42775 attached, Operations of the named insured subject to terms and conditions of the policy.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER;

CANCELLATION 10 Day Notice for Non-Payment of Premium

County of Santa Cruz
Attn: Thomns L. Bolich
Department of Public Works
701 Ocean Street Rm 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.

AUTHORIZED REPRESENTATIVE

Alpha Robinson

ACORD 25-S (7/97) ID #: 54

© ACORD CORPORATION 1988

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.

Named Insured

Section IV. Who is an insured, paragraph **F** is deleted in its entirety and replaced by the following:

- F. Any person or organization, other than the **Named Insured**, included as an additional insured in an Insured contract or out of operations by or on behalf of the Named Insured for such operations that you have agreed to provide insurance; however, only if liability for damages occur subsequent to the execution of the insured contract or agreement and all of the following conditions apply:
 1. Such insurance shall only apply to liability arising out of the operations of the Named **Insured**;
 2. The inclusion of such additional insured shall not serve to Increase our Limit of Insurance as Specified in the Declarations of this Policy;
 3. Such insured contract shall not be for broader coverage than is provided by the terms and Conditions of this Policy:

All other terms and conditions of this policy remain unchanged,

Name: County of Santa Cruz Attn: Thomas L. Bolich
 Address: Department of Public Works
 701 Ocean Street Rm 410
 Santa Cruz, CA 95060

Removal of abandoned vehicles,
 County of Santa Cruz, its officials, employees, agents and volunteers are included as additional insured per form 42775 attached.
 Operations of the named insured subject to terms and conditions of the policy,

All other terms and conditions remain unchanged

Effective **date** of this endorsement is: 3/15/2004

Attached to and forming part of No. 43048446

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

Issued to: Schnitzer Steel Industries, Inc.

Date: 01/12/2005

By: _____

42775 8185

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/12/2005

PRODUCER (423)454-3386 FAX (425)451-3716
Arthur J Gallagher & Co of WA
P.O. Box 367
Bellevue, WA 98009-0367

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.

INSURED
Pick-N-Pull Auto Dismantlers
7590 Stockton Boulevard
Sacramento, CA 95823-3970

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Ace American Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY 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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
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 (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCU014609	03/15/2004	03/15/2005	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Removal of abandoned vehicles.

Issued as evidence of insurance as respects operations of the insured subject to terms and conditions of the policy.

CERTIFICATE HOLDER	CANCELLATION
County of Santa Cruz Attn: Thomas L. Bolich Department of Public Works 701 Ocean Street, Room 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 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>J. Graf</i> Judy Graf/KIM

COUNTY OF SANTA CRUZ LIVING WAGE COMPLIANCE STATEMENT

Company Name: PICK-N-PULL AUTO + TRUCK DISMANTLERS

Address: 516 B DULAN Rd. MOSS LANDING CA 95038
Street City State Zip

Proposed Service: TOW + PROCESS OF ABANDONED VEHICLES.

1. Number of employees: 18 *SEE NOTES 1+2 BELOW REGARDING EXEMPTION FROM LIVING WAGE COMPLIANCE. MC*
 If five or less, please sign below and return.

2. Are your employees covered by a collective bargaining agreement? Yes: No: X
 If yes, please indicate the name(s) of the union and/or bargaining unit and then sign and return:

3. Are your employees receiving a pay rate that meets or exceeds the County of Santa Cruz Living Wage requirements (\$11.77/hr with benefits or \$12.84/hr without benefits)?
 Yes: No: X

4. Are medical benefits provided to your employees?
 Yes: X No:
 If yes, enter the name and address of the plan or program below.
KABER + HEALTHNET
Name of program, plan or fund Address

5. Number of compensated days off (sick leave, vacation, holidays) per year for full-time employees:

6. Will any subcontractors perform work on this contract? Yes: No: X
 If yes, please complete and submit this form for each subcontractor working on this County Contract.

7. Please list any other contracts for services you currently have with the County;
NONE

Contract/PO#	\$ Amount	Contract/PO#	\$ Amount

8. Within the last five years, have you had any violations with the National Employees Relations Board, the Occupational Safety and Health Agency, the California Labor Commission, the Equal Employment Opportunity Commission, and/or the Department of Fair Employment and Housing.
NONE KNOWN AT THIS FACILITY. MC Yes: No: X

If yes, attach a statement describing the findings of violations and how they were addressed. You may be required to provide information regarding employees turnover, wages paid, benefits and employee grievances or complaints.

Do you agree to provide this information within 10 days of request? Yes: No:

9. You may be required to provide certified payroll records 30 days after the contract commencement to include the following information for each of your employees: employee name, contact phone number, job classification, date of hire, employer benefit contribution, and hourly wage.

Do you agree to provide this information within 10 days of request? Yes: X No:

I certify, under penalty of perjury, that the above information is true and correct.
MARK A. CARROLL DIRECTOR OF VEHICLE RECOVERY PH 916-681-3471
916-681-6220

Name (please print) MR CARROLL Title FOR PICK-N-PULL Phone Number 1/14/05 Fax Number
 Signature Date

1) PICK-N-PULL IS LOCATED IN SAN BENITO COUNTY.
 2) THIS CONTRACT WILL NOT GENERATE A PAYMENT TO PICK-N-PULL IN EXCESS OF THE \$15,000.00 THRESHOLD. THEREFORE THE LIVING WAGE REQUIREMENTS DO NOT APPLY. MC

Handwritten notes:
 1/25/05
 #5

Request for Taxpayer Identification Number and Certification

Give form to the
County of Santa Cruz.
Do NOT send to the IRS.

Print or type See Specific Instructions on page 2.

Name: PICK-N-PULL AUTO & TRUCK DISMANTLERS (HEADQUARTERS)

Business name, if different from above: _____

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.): 7590 STOCKTON BLVD

City, state, and ZIP code: SACRAMENTO CA 95823

Lat. account number(s) here (optional): _____

YOU ARE PAID FOR:

<input type="checkbox"/> Rents	<input type="checkbox"/> Legal Service
<input type="checkbox"/> Medical/Health Care	<input type="checkbox"/> Interest
<input checked="" type="checkbox"/> Other Service	<input type="checkbox"/> Goods
	<input type="checkbox"/> Other (Explain)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

6	8	0	1	9	0	2	3	6
---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here: Signature of U.S. person: MR OC Date: 1/12/05

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (28% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 7983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$600 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.