

## RESOLUTION NO. 18-29

**Resolution Of The City Council Of The City Of Emeryville Confirming the Public Works Director's Report And Authorizing Costs Incurred by the City of Emeryville In the Matter of the Appeal From Notice and Order of Intention to Demolish Property Owned by André Carpiaux, 1264 Ocean Avenue, Emeryville CA (APN 049-1469-008), Case No. ADBC 15-001 To Be Charged As A Special Assessment In the Amount of \$50,145.75 Against the Property; And Directing the City Manager To Take Related Actions**

**WHEREAS**, on July 30, 2015, the Chief Building Official for the City of Emeryville issued a Notice and Order regarding violations of the 1994 Uniform Code for the Abatement of Dangerous Buildings at 1264 Ocean Avenue, Emeryville, CA ("**Property**"), and ordering the property owner to abate the violations; and

**WHEREAS**, the property owner, Mr. Carpiaux, took no action to begin abatement of the violations; and

**WHEREAS**, on October 19, 2015, the Chief Building Official issued a subsequent Notice and Order regarding violations of the Uniform Code of the Abatement of Dangerous Buildings, and ordering the demolition of the structure on the Property; and

**WHEREAS**, Mr. Carpiaux appealed this Notice and Order to demolish ("**the Appeal**"); and

**WHEREAS**, pursuant to Chapter 12 of Title 8 of the Emeryville Municipal Code in effect at the time of the Appeal (relevant code is now Chapter 16 of Title 8 of the Emeryville Municipal Code), the City Board of Appeals through a subset of the Board of Appeals, the City Board of Examiners, heard the Appeal as provided by the 1994 Uniform Code for Abatement of Dangerous Buildings; and

**WHEREAS**, at the conclusion of the hearing, the Board of Examiners found numerous violations of the 1994 Uniform Code of the Abatement of Dangerous Buildings, and found that "rehabilitation of the premises is not only logistically infeasible, but would [create] a greater economic burden to Mr. Carpiaux than demolition and construction of a new structure."; and

**WHEREAS**, the Board of Appeals adopted the recommended decision of the Board of Examiners to uphold the Notice and Order to demolish the structure on the Property at a public meeting held on August 23, 2016 ("**Final Decision**"); and

**WHEREAS**, on August 25, 2016, Mr. Carpiaux was served with the Final Decision; and

**WHEREAS**, on December 22, 2017, the City obtained an abatement warrant in Alameda Superior Court Case No. 2017-3912 for the purposes of implementing the Final Decision by demolishing the structure and carrying out related nuisance abatement activities ("**Abatement Warrant**"); and



**WHEREAS**, pursuant to Government Code section 38773.5, the City may adopt an ordinance to establish a procedure to make the cost of the abatement of a nuisance upon a parcel of land a special assessment against that parcel; and

**WHEREAS**, Chapter 9 of the 1994 Uniform Code for the Abatement of Dangerous Buildings, in effect at the time of the abatement proceedings, and adopted by Ordinance No. 95-101, sets forth the procedures to recover the costs of abatement as a special assessment against the Property; and

**WHEREAS**, the Acting Public Works Director delivered a report to the City Clerk detailing the costs incurred by the City to abate the nuisance at the Property ("**Report**"); and

**WHEREAS**, on February 6, 2018, the City Council adopted Resolution No. 18-12 setting a public hearing for February 20, 2018, at which it would consider the Report, and directing the City Clerk to provide notice as required under the 1994 Uniform Code for the Abatement of Dangerous Buildings for said public hearing; and

**WHEREAS**, notice of the public hearing was delivered to the individuals identified in the Report; and

**WHEREAS**, at a public hearing held on February 20, 2018, the City Council considered a written request from the Property owner, and oral testimony from other members of the public to continue the public hearing, and continued the public hearing to its regular meeting on March 20, 2018; and

**WHEREAS**, notice of the continued public hearing was delivered to the individuals identified in the Report; and

**WHEREAS**, at a public hearing held on March 20, 2018, the City Council has considered the staff report, and its attachments (including the Report), and any written objections and testimony offered at the public hearing, and now therefore be it

**RESOLVED**, the City Council confirms the Report and finds that the cost to abate the nuisance at the Property is \$50,145.75 (fifty thousand, one hundred, forty-five dollars, and seventy-five cents); and, be it, further

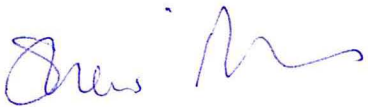
**RESOLVED**, the City Council authorizes a special assessment to be charged against 1264 Ocean Avenue, Emeryville, CA, (APN 049-1469-008) in the amount of **\$50,145.75 (Fifty Thousand, One Hundred, Forty-Five Dollars, and Seventy-Five Cents)** for costs incurred by the City of Emeryville in the matter of the appeal from Notice and Order of Intention to Demolish Property Owned by Andre Carpiaux, 1264 Ocean Avenue, Emeryville CA (APN 049-1469-008); Case No. ADBC 15-001, and further authorizes the City Manager to take all actions to charge such special assessment against the Property.

**ADOPTED**, by the City Council of the City of Emeryville at a regular meeting held Tuesday, March 20, 2018, by the following vote:

AYES:	<u>4</u>	Mayor Bauters, Vice Mayor Medina and Council Members Martinez and Patz
NOES:	<u>1</u>	Council Member Donahue
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	

  
MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY





# City of Emeryville

CALIFORNIA

## MEMORANDUM

**DATE:** January 25, 2018  
**TO:** Sheri Hartz, City Clerk  
**FROM:** Andrew Clough, Acting Public Works Director *AC*  
**SUBJECT:** In the Matter of the Appeal From Notice and Order of Intention to Demolish Property Owned by Andre Carpiaux, 1264 Ocean Avenue, Emeryville CA (APN 049-1469-008); Case No. ADBC 15-001

### RECOMMENDATION

Please forward this report to the City Council for the City of Emeryville as soon as possible so the City Council may consider this report and whether to assess the subject property with the costs of abatement.

### BACKGROUND

#### *Abatement Proceedings*

On July 30, 2015, the Chief Building Official for the City of Emeryville issued a Notice and Order regarding violations of the Uniform Code for the Abatement of Dangerous Buildings at 1264 Ocean Avenue, Emeryville, CA ("**Property**"), and ordering the property owner to abate the violations. The property owner, Mr. Carpiaux, took no action to begin abatement of the violations. On October 19, 2015, the Chief Building Official issued a subsequent Notice and Order regarding violations of the Uniform Code of the Abatement of Dangerous Buildings, and ordering the demolition of the structure on the Property. Mr. Carpiaux appealed this Notice and Order to demolish.

A hearing on Mr. Carpiaux's appeal took place before the City Board of Examiners, a subset of the City Board of Appeals, as provided by the 1994 Uniform Code for Abatement of Dangerous Buildings. Mr. Carpiaux attended the hearing, and testified extensively both orally and through the submission of documentary evidence. At the conclusion of the hearing, the Board of Examiners found numerous violations of the Uniform Code of the Abatement of Dangerous Buildings, and found that "rehabilitation of the premises is not only logistically infeasible, but would [create] a greater economic burden to Mr. Carpiaux than demolition and construction of a new structure." The Board of Appeals adopted the recommended decision of the Board of Examiners to uphold the Notice and Order to demolish at a public meeting held on August 23, 2016. On August 25, 2016, Mr. Carpiaux was served with the Board of Appeals' Final Decision.

On December 22, 2017, the City obtained an abatement warrant in Alameda Superior Court Case No. 2017-3912 for the purposes of implementing the Final Decision by demolishing the structure and carrying out related nuisance abatement activities. On



December 27, 2017, the City began abatement activities. Demolition and related clean-up and abatement activities on the Property were completed by January 5, 2018.

#### *Costs Incurred by the City During Abatement Process*

The City contracted with Peninsula Hauling – Demo & Deconstruction (“PH”) to demolish the structure and perform related activities to abating the nuisance. Although the City had issued a notice of invitation to bid for the demolition project, the City received no bids, and therefore, negotiated directly with PH for its services. The City entered into a contract with PH in which the total amount paid would not exceed \$83,930. This total amount included a contingency fee fund of \$7,630.00. The contracted scope of work also assumed that stitch piers or some other form of temporary shoring would be required to ensure the stability of the adjacent property during demolition. However, based on actual observation of site conditions by relevant professionals and their respective experiences, that temporary shoring was not required. Eliminating the temporary shoring from the scope of work, saved the City approximately \$37,500. Thus, the City expended a total of **thirty-eight thousand, seven hundred, ninety-nine dollars and ninety-eight cents (\$38,799.98)** for the services rendered by PH.

In addition, staff required the assistance of West Coast Code Consultants, Inc (“WC3”) to manage the project.<sup>1</sup> WC3 provided management services for constant on-sight management, inspection services, plan review services, and engineering review services. The City expended a total of **eleven thousand, three hundred, forty-five dollars and seventy-seven cents (\$11,345.77)** for the services rendered by WC3.

#### **DISCUSSION**

The City proceeded with the abatement of the Property under the 1994 Uniform Code for the Abatement of Dangerous Buildings, adopted by Section 8-6.01 of the prior Emeryville Municipal Code (“Code”).<sup>2</sup> Chapter 9 of the Code provides for how the City may recover its expenses and costs associated with the abatement. The City may charge the Property with a special assessment to recover the costs. Prior to charging the Property, the City must provide notice to the owner of the Property and other individuals who may have an interest in the Property, and hold a public hearing at which any person interested in or affected by the proposed lien, may lodge written protests and/or objections. Such notice must be provided at least 10 days in advance of the hearing.

Based on a title report obtained on December 6, 2017, the following persons are entitled to receive notice of the City Council’s hearing on the costs of abatement:

Andre Carpiaux

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<sup>1</sup> The City retains WC3 to support the Building Department and the services offered by the Building Department.

<sup>2</sup> The City Council adopted Ordinance No. 16-008, effective December 15, 2016, which adopted the 1997 Uniform Code for the Abatement of Dangerous Buildings, codified at Emeryville Municipal Code section 8.11.01.

1264 Ocean Avenue  
Emeryville, CA 94608

Joel S. Levine, Trustee  
The Joel Sherman Levine Revocable Trust Dated February 28, 1991  
3780 King Ranch Road  
Ukiah, CA 95482

Judgment and Debt Recovery Services  
25125 Santa Clara St. #278  
Hayward, CA 94544

Service of the notice shall be made either by personal delivery or by certified mail, return receipt requested. The notice must be posted at the Property as well.

### **CONCLUSION**

The City Clerk should set the above-referenced matter for a public hearing in front of the City Council for the City of Emeryville as soon as possible so the City Council may consider whether to assess the subject property with the costs of abatement. Prior to such public hearing, the City Clerk must cause notice of such hearing to be delivered to the individuals listed above. If you have any questions, please contact the City Attorney's Office.

**PREPARED BY:** Andrea Visveshwara, Assistant City Attorney

### **Attachments**

1. 1994 Uniform Code for the Abatement of Dangerous Buildings
2. Evidence of Payment to Peninsula Hauling – Demo & Deconstruction
3. Description of Property
4. Description of services rendered by WC3



# ATTACHMENT 1

1994

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# UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS™



Item No. 105S94

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# CONTENTS

	Page
<b>Chapter 1 Title and Scope</b> .....	1
Section 101 — Title .....	1
Section 102 — Purpose and Scope .....	1
Section 103 — Alterations, Additions and Repairs .....	1
<b>Chapter 2 Enforcement</b> .....	2
Section 201 — General .....	2
Section 202 — Abatement of Dangerous Buildings .....	2
Section 203 — Violations .....	2
Section 204 — Inspection of Work .....	2
Section 205 — Board of Appeals .....	2
<b>Chapter 3 Definitions</b> .....	4
Section 301 — General .....	4
Section 302 — Dangerous Building .....	4
<b>Chapter 4 Notices and Orders of Building Official</b> .....	6
Section 401 — General .....	6
Section 402 — Recordation of Notice and Order .....	7
Section 403 — Repair, Vacation and Demolition .....	7
Section 404 — Notice to Vacate .....	7
<b>Chapter 5 Appeal</b> .....	9
Section 501 — General .....	9
Section 502 — Effect of Failure to Appeal .....	9
Section 503 — Scope of Hearing on Appeal .....	9
Section 504 — Staying of Order under Appeal .....	9
<b>Chapter 6 Procedures for Conduct of Hearing Appeals</b> .....	10
Section 601 — General .....	10
Section 602 — Form of Notice of Hearing .....	10
Section 603 — Subpoenas .....	10
Section 604 — Conduct of Hearing .....	11
Section 605 — Method and Form of Decision .....	11
<b>Chapter 7 Enforcement of the Order of the Building Official or the Board of Appeals</b> .....	13
Section 701 — Compliance .....	13
Section 702 — Extension of Time to Perform Work .....	13
Section 703 — Interference with Repair or Demolition Work Prohibited .....	14
<b>Chapter 8 Performance of Work of Repair or Demolition</b> .....	15
Section 801 — General .....	15
Section 802 — Repair and Demolition Fund .....	15

	Page
<b>Chapter 9 Recovery of Cost of Repair or Demolition .....</b>	<b>16</b>
Section 901 — Account of Expense, Filing of Report .....	16
Section 902 — Notice of Hearing .....	16
Section 903 — Protests and Objections .....	16
Section 904 — Hearing of Protests .....	16
Section 905 — Personal Obligation or Special Assessment .....	16
Section 906 — Contest .....	17
Section 907 — Authority for Installment Payment of Assessments with Interest .....	17
Section 908 — Lien of Assessment .....	17
Section 909 — Report to Assessor and Tax Collector:	
Addition of Assessment to Tax Bill .....	17
Section 910 — Filing Copy of Report with County Auditor .....	17
Section 911 — Collection of Assessment: Penalties for Foreclosure .....	17
Section 912 — Repayment of Repair and Demolition Fund .....	18



## Chapter 1 TITLE AND SCOPE

### SECTION 101 — TITLE

These regulations shall be known as the *Uniform Code for the Abatement of Dangerous Buildings*, may be cited as such, and will be referred to herein as “this code.”

### SECTION 102 — PURPOSE AND SCOPE

**102.1 Purpose.** It is the purpose of this code to provide a just, equitable and practicable method, to be cumulative with and in addition to any other remedy provided by the Building Code, Housing Code or otherwise available by law, whereby buildings or structures which from any cause endanger the life, limb, health, morals, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated or demolished.

The purpose of this code is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

**102.2 Scope.** The provisions of this code shall apply to all dangerous buildings, as herein defined, which are now in existence or which may hereafter become dangerous in this jurisdiction.

### SECTION 103 — ALTERATIONS, ADDITIONS AND REPAIRS

All buildings or structures which are required to be repaired under the provisions of this code shall be subject to the provisions of Section 3403 of the Building Code.

## Chapter 2 ENFORCEMENT

### SECTION 201 — GENERAL

**201.1 Administration.** The building official is hereby authorized to enforce the provisions of this code.

The building official shall have the power to render interpretations of this code and to adopt and enforce rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of this code.

**201.2 Inspections.** The health officer, the fire marshal and the building official are hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this code.

**201.3 Right of Entry.** When it is necessary to make an inspection to enforce the provisions of this code, or when the building official or the building official's authorized representative has reasonable cause to believe that there exists in a building or upon a premises a condition which is contrary to or in violation of this code which makes the building or premises unsafe, dangerous or hazardous, the building official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the building official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

"Authorized representative" shall include the officers named in Section 201.2 and their authorized inspection personnel.

### SECTION 202 — ABATEMENT OF DANGEROUS BUILDINGS

All buildings or portions thereof which are determined after inspection by the building official to be dangerous as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Section 401 of this code.

### SECTION 203 — VIOLATIONS

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

### SECTION 204 — INSPECTION OF WORK

All buildings or structures within the scope of this code and all construction or work for which a permit is required shall be subject to inspection by the building official in accordance with and in the manner provided by this code and Sections 108 and 1701 of the Building Code.

### SECTION 205 — BOARD OF APPEALS

**205.1 General.** In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretations of this code, there shall be and is hereby created a board of appeals consisting of members who are qualified by experience and train-

ing to pass upon matters pertaining to building construction and who are not employees of the jurisdiction. The building official shall be an ex officio member and shall act as secretary to said board but shall have no vote upon any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant, with a duplicate copy to the building official. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this code. Copies of all rules or regulations adopted by the board shall be delivered to the building official, who shall make them freely accessible to the public.

**205.2 Limitations of Authority.** The board of appeals shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

## Chapter 3

### DEFINITIONS

#### SECTION 301 — GENERAL

For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in either this chapter or as specified in the Building Code or the Housing Code. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. *Webster's Third New International Dictionary of the English Language, Unabridged*, copyright 1986, shall be construed as providing ordinary accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

**BUILDING CODE** is the *Uniform Building Code* promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

**DANGEROUS BUILDING** is any building or structure deemed to be dangerous under the provisions of Section 302 of this code.

**HOUSING CODE** is the *Uniform Housing Code* promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

#### SECTION 302 — DANGEROUS BUILDING

For the purpose of this code, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

1. Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.
2. Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.
3. Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.
4. Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.
5. Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.
6. Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.
7. Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.



8. Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.

9. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

10. Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.

11. Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

12. Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

13. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

14. Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

15. Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

16. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

17. Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.

18. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

## Chapter 4

# NOTICES AND ORDERS OF BUILDING OFFICIAL

### SECTION 401 — GENERAL

**401.1 Commencement of Proceedings.** When the building official has inspected or caused to be inspected any building and has found and determined that such building is a dangerous building, the building official shall commence proceedings to cause the repair, vacation or demolition of the building.

**401.2 Notice and Order.** The building official shall issue a notice and order directed to the record owner of the building. The notice and order shall contain:

1. The street address and a legal description sufficient for identification of the premises upon which the building is located.
2. A statement that the building official has found the building to be dangerous with a brief and concise description of the conditions found to render the building dangerous under the provisions of Section 302 of this code.
3. A statement of the action required to be taken as determined by the building official.
  - 3.1 If the building official has determined that the building or structure must be repaired, the order shall require that all required permits be secured therefor and the work physically commenced within such time (not to exceed 60 days from the date of the order) and completed within such time as the building official shall determine is reasonable under all of the circumstances.
  - 3.2 If the building official has determined that the building or structure must be vacated, the order shall require that the building or structure shall be vacated within a time certain from the date of the order as determined by the building official to be reasonable.
  - 3.3 If the building official has determined that the building or structure must be demolished, the order shall require that the building be vacated within such time as the building official shall determine is reasonable (not to exceed 60 days from the date of the order); that all required permits be secured therefor within 60 days from the date of the order; and that the demolition be completed within such time as the building official shall determine is reasonable.
4. Statements advising that if any required repair or demolition work (without vacation also being required) is not commenced within the time specified, the building official (i) will order the building vacated and posted to prevent further occupancy until the work is completed, and (ii) may proceed to cause the work to be done and charge the costs thereof against the property or its owner.
5. Statements advising (i) that any person having any record title or legal interest in the building may appeal from the notice and order or any action of the building official to the board of appeals, provided the appeal is made in writing as provided in this code and filed with the building official within 30 days from the date of service of such notice and order; and (ii) that failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter.

**401.3 Service of Notice and Order.** The notice and order, and any amended or supplemental notice and order, shall be served upon the record owner and posted on the property; and one copy thereof shall be served on each of the following if known to the building official or disclosed from official public records: the holder of any mortgage or deed of trust or other lien or encumbrance of record; the owner or holder of any lease of record; and the holder of any other estate or legal interest of record in or to the building or the land on which it is located. The failure of the building official to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served or relieve any such person from any duty or obligation imposed by the provisions of this section.

**401.4 Method of Service.** Service of the notice and order shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested, to each such person at their address as it appears on the last equalized assessment roll of the county or as known to the building official. If no address of any such person so appears or is known to the building official, then a copy of the notice and order shall be so mailed, addressed to such person, at the address of the building involved in the proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service by certified mail in the manner herein provided shall be effective on the date of mailing.

**401.5 Proof of Service.** Proof of service of the notice and order shall be certified to at the time of service by a written declaration under penalty of perjury executed by the persons effecting service, declaring the time, date and manner in which service was made. The declaration, together with any receipt card returned in acknowledgment of receipt by certified mail shall be affixed to the copy of the notice and order retained by the building official.

## **SECTION 402 — RECORDATION OF NOTICE AND ORDER**

If compliance is not had with the order within the time specified therein, and no appeal has been properly and timely filed, the building official shall file in the office of the county recorder a certificate describing the property and certifying (i) that the building is a dangerous building and (ii) that the owner has been so notified. Whenever the corrections ordered shall thereafter have been completed or the building demolished so that it no longer exists as a dangerous building on the property described in the certificate, the building official shall file a new certificate with the county recorder certifying that the building has been demolished or all required corrections have been made so that the building is no longer dangerous, whichever is appropriate.

## **SECTION 403 — REPAIR, VACATION AND DEMOLITION**

The following standards shall be followed by the building official (and by the board of appeals if an appeal is taken) in ordering the repair, vacation or demolition of any dangerous building or structure:

1. Any building declared a dangerous building under this code shall be made to comply with one of the following:
  - 1.1 The building shall be repaired in accordance with the current building code or other current code applicable to the type of substandard conditions requiring repair; or
  - 1.2 The building shall be demolished at the option of the building owner; or
  - 1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.
2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or its occupants, it shall be ordered to be vacated.

## **SECTION 404 — NOTICE TO VACATE**

**404.1 Posting.** Every notice to vacate shall, in addition to being served as provided in Section 401.3, be posted at or upon each exit of the building and shall be in substantially the following form:

### **DO NOT ENTER UNSAFE TO OCCUPY**

It is a misdemeanor to occupy this building, or to remove or  
deface this notice.

Building Official  
..... of .....

**404.2 Compliance.** Whenever such notice is posted, the building official shall include a notification thereof in the notice and order issued under Section 401.2, reciting the emergency and specifying the conditions which necessitate the posting. No person shall remain in or enter any building which has been so posted, except that entry may be made to repair, demolish or remove such building under permit. No person shall remove or deface any such notice after it is posted until the required repairs, demolition or removal have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.



## Chapter 5 APPEAL

### SECTION 501 — GENERAL

**501.1 Form of Appeal.** Any person entitled to service under Section 401.3 may appeal from any notice and order or any action of the building official under this code by filing at the office of the building official a written appeal containing:

1. A heading in the words: "Before the board of appeals of the . . . . . of . . . . ."
2. A caption reading: "Appeal of . . . . .," giving the names of all appellants participating in the appeal.
3. A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the notice and order.
4. A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant.
5. A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.
6. The signatures of all parties named as appellants and their official mailing addresses.
7. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

The appeal shall be filed within 30 days from the date of the service of such order or action of the building official; provided, however, that if the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or adjacent property and is ordered vacated and is posted in accordance with Section 404, such appeal shall be filed within 10 days from the date of the service of the notice and order of the building official.

**501.2 Processing of Appeal.** Upon receipt of any appeal filed pursuant to this section, the building official shall present it at the next regular or special meeting of the board of appeals.

**501.3 Scheduling and Noticing Appeal for Hearing.** As soon as practicable after receiving the written appeal, the board of appeals shall fix a date, time and place for the hearing of the appeal by the board. Such date shall not be less than 10 days nor more than 60 days from the date the appeal was filed with the building official. Written notice of the time and place of the hearing shall be given at least 10 days prior to the date of the hearing to each appellant by the secretary of the board either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the address shown on the appeal.

### SECTION 502 — EFFECT OF FAILURE TO APPEAL

Failure of any person to file an appeal in accordance with the provisions of Section 501 shall constitute a waiver of the right to an administrative hearing and adjudication of the notice and order or any portion thereof.

### SECTION 503 — SCOPE OF HEARING ON APPEAL

Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal.

### SECTION 504 — STAYING OF ORDER UNDER APPEAL

Except for vacation orders made pursuant to Section 404, enforcement of any notice and order of the building official issued under this code shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

## Chapter 6

# PROCEDURES FOR CONDUCT OF HEARING APPEALS

### SECTION 601 — GENERAL

**601.1 Hearing Examiners.** The board may appoint one or more hearing examiners or designate one or more of its members to serve as hearing examiners to conduct the hearings. The examiner hearing the case shall exercise all powers relating to the conduct of hearings until it is submitted to the board for decision.

**601.2 Record.** A record of the entire proceedings shall be made by tape recording or by any other means of permanent recording determined to be appropriate by the board.

**601.3 Reporting.** The proceedings at the hearing shall also be reported by a phonographic reporter if requested by any party thereto. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefor. Such fees may be established by the board, but shall in no event be greater than the cost involved.

**601.4 Continuances.** The board may grant continuances for good cause shown; however, when a hearing examiner has been assigned to such hearing, no continuances may be granted except by the examiner for good cause shown so long as the matter remains before the examiner.

**601.5 Oaths—Certification.** In any proceedings under this chapter, the board, any board member, or the hearing examiner has the power to administer oaths and affirmations and to certify to official acts.

**601.6 Reasonable Dispatch.** The board and its representatives shall proceed with reasonable dispatch to conclude any matter before it. Due regard shall be shown for the convenience and necessity of any parties or their representatives.

### SECTION 602 — FORM OF NOTICE OF HEARING

The notice to appellant shall be substantially in the following form, but may include other information:

"You are hereby notified that a hearing will be held before (the board of appeals or name of hearing examiner) at . . . . . on the . . . . . day of . . . . ., 19 . . . . ., at the hour . . . . ., upon the notice and order served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by filing an affidavit therefor with (board of appeals or name of hearing examiner)."

### SECTION 603 — SUBPOENAS

**603.1 Filing of Affidavit.** The board or examiner may obtain the issuance and service of a subpoena for the attendance of witnesses or the production of other evidence at a hearing upon the request of a member of the board or upon the written demand of any party. The issuance and service of such subpoena shall be obtained upon the filing of an affidavit therefor which states the name and address of the proposed witness; specifies the exact things sought to be produced and the materiality thereof in detail to the issues involved; and states that the witness has the desired things in possession or under control. A subpoena need not be issued when the affidavit is defective in any particular.

**603.2 Cases Referred to Examiner.** In cases where a hearing is referred to an examiner, all subpoenas shall be obtained through the examiner.

**603.3 Penalties.** Any person who refuses without lawful excuse to attend any hearing or to produce material evidence which the person possesses or controls as required by any subpoena served upon such person as provided for herein shall be guilty of a misdemeanor.

## **SECTION 604 — CONDUCT OF HEARING**

**604.1 Rules.** Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

**604.2 Oral Evidence.** Oral evidence shall be taken only on oath or affirmation.

**604.3 Hearsay Evidence.** Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state.

**604.4 Admissibility of Evidence.** Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state.

**604.5 Exclusion of Evidence.** Irrelevant and unduly repetitious evidence shall be excluded.

**604.6 Rights of Parties.** Each party shall have these rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called the witness to testify;
5. To rebut the evidence;
6. To be represented by anyone who is lawfully permitted to do so.

**604.7 Official Notice.**

**604.7.1 What may be noticed.** In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or of official records of the board or departments and ordinances of the city or rules and regulations of the board.

**604.7.2 Parties to be notified.** Parties present at the hearing shall be informed of the matters to be noticed, and these matters shall be noted in the record, referred to therein, or appended thereto.

**604.7.3 Opportunity to refute.** Parties present at the hearing shall be given a reasonable opportunity, on request, to refute the officially noticed matters by evidence or by written or oral presentation of authority, the manner of such refutation to be determined by the board or hearing examiner.

**604.7.4 Inspection of the premises.** The board or the hearing examiner may inspect any building or premises involved in the appeal during the course of the hearing, provided that (i) notice of such inspection shall be given to the parties before the inspection is made, (ii) the parties are given an opportunity to be present during the inspection, and (iii) the board or the hearing examiner shall state for the record upon completion of the inspection the material facts observed and the conclusions drawn therefrom. Each party then shall have a right to rebut or explain the matters so stated by the board or hearing examiner.

## **SECTION 605 — METHOD AND FORM OF DECISION**

**605.1 Hearing before Board Itself.** When a contested case is heard before the board itself, a member thereof who did not hear the evidence or has not read the entire record of the proceedings shall not vote on or take part in the decision.

**605.2 Hearing before Examiner.** If a contested case is heard by a hearing examiner alone, the examiner shall within a reasonable time (not to exceed 90 days from the date the hearing is closed) submit a written report to the board. Such report shall contain a brief summary of the evidence considered and state the examiner's findings, conclusions and recommendations. The report also shall contain a proposed decision in such form that it may be adopted by the board as its decision in the case. All examiner's reports filed with the board shall be matters of public record. A copy of each such report and proposed decision shall be mailed to each party on the date they are filed with the board.

**605.3 Consideration of Report by Board—Notice.** The board shall fix the time, date and place to consider the examiner's report and proposed decision. Notice thereof shall be mailed to each interested party not less than five days prior to the date fixed, unless it is otherwise stipulated by all of the parties.

**605.4 Exceptions to Report.** Not later than two days before the date set to consider the report, any party may file written exceptions to any part or all of the examiner's report and may attach thereto a proposed decision together with written argument in support of such decision. By leave of the board, any party may present oral argument to the board.

**605.5 Disposition by the Board.** The board may adopt or reject the proposed decision in its entirety, or may modify the proposed decision.

**605.6 Proposed Decision Not Adopted.** If the proposed decision is not adopted as provided in Section 605.5, the board may decide the case upon the entire record before it, with or without taking additional evidence, or may refer the case to the same or another hearing examiner to take additional evidence. If the case is reassigned to a hearing examiner, the examiner shall prepare a report and proposed decision as provided in Section 605.2 hereof after any additional evidence is submitted. Consideration of such proposed decision by the board shall comply with the provisions of this section.

**605.7 Form of Decision.** The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the requirements to be complied with. A copy of the decision shall be delivered to the appellant personally or sent by certified mail, postage prepaid, return receipt requested.

**605.8 Effective Date of Decision.** The effective date of the decision shall be as stated therein.



## Chapter 7

### ENFORCEMENT OF THE ORDER OF THE BUILDING OFFICIAL OR THE BOARD OF APPEALS

#### SECTION 701 — COMPLIANCE

**701.1 General.** After any order of the building official or the board of appeals made pursuant to this code shall have become final, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order. Any such person who fails to comply with any such order is guilty of a misdemeanor.

**701.2 Failure to Obey Order.** If, after any order of the building official or board of appeals made pursuant to this code has become final, the person to whom such order is directed shall fail, neglect or refuse to obey such order, the building official may (i) cause such person to be prosecuted under Section 701.1 or (ii) institute any appropriate action to abate such building as a public nuisance.

**701.3 Failure to Commence Work.** Whenever the required repair or demolition is not commenced within 30 days after any final notice and order issued under this code becomes effective:

1. The building official shall cause the building described in such notice and order to be vacated by posting at each entrance thereto a notice reading:

#### DANGEROUS BUILDING DO NOT OCCUPY

It is a misdemeanor to occupy this building, or to remove or  
deface this notice.

Building Official  
..... of .....

2. No person shall occupy any building which has been posted as specified in this subsection. No person shall remove or deface any such notice so posted until the repairs, demolition or removal ordered by the building official have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.

3. The building official may, in addition to any other remedy herein provided, cause the building to be repaired to the extent necessary to correct the conditions which render the building dangerous as set forth in the notice and order; or, if the notice and order required demolition, to cause the building to be sold and demolished or demolished and the materials, rubble and debris therefrom removed and the lot cleaned. Any such repair or demolition work shall be accomplished and the cost thereof paid and recovered in the manner hereinafter provided in this code. Any surplus realized from the sale of any such building, or from the demolition thereof, over and above the cost of demolition and of cleaning the lot, shall be paid over to the person or persons lawfully entitled thereto.

#### SECTION 702 — EXTENSION OF TIME TO PERFORM WORK

Upon receipt of an application from the person required to conform to the order and by agreement of such person to comply with the order if allowed additional time, the building official may grant an extension of time, not to exceed an additional 120 days, within which to complete said repair, rehabilitation or demolition, if the building official determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The building official's authority to extend time is limited to the physical repair, rehabilitation or demolition of the premises and will not in any way affect the time to appeal the notice and order.

**SECTION 703 — INTERFERENCE WITH REPAIR OR DEMOLITION WORK  
PROHIBITED**

No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of this jurisdiction or with any person who owns or holds any estate or interest in any building which has been ordered repaired, vacated or demolished under the provisions of this code; or with any person to whom such building has been lawfully sold pursuant to the provisions of this code, whenever such officer, employee, contractor or authorized representative of this jurisdiction, person having an interest or estate in such building or structure, or purchaser is engaged in the work of repairing, vacating and repairing, or demolishing any such building, pursuant to the provisions of this code, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this code.

## Chapter 8

### PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

#### SECTION 801 — GENERAL

**801.1 Procedure.** When any work of repair or demolition is to be done pursuant to Section 701.3, Item 3, of this code, the building official shall issue an order therefor to the director of public works and the work shall be accomplished by personnel of this jurisdiction or by private contract under the direction of said director. Plans and specifications therefor may be prepared by said director, or the director may employ such architectural and engineering assistance on a contract basis as deemed reasonably necessary. If any part of the work is to be accomplished by private contract, standard public works contractual procedures shall be followed.

**801.2 Costs.** The cost of such work shall be paid from the repair and demolition fund, and may be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.

#### SECTION 802 — REPAIR AND DEMOLITION FUND

**802.1 General.** The legislative body of this jurisdiction shall establish a special revolving fund to be designated as the repair and demolition fund. Payments shall be made out of said fund upon the demand of the director of public works to defray the costs and expenses which may be incurred by this jurisdiction in doing or causing to be done the necessary work of repair or demolition of dangerous buildings.

**802.2 Maintenance of Fund.** The legislative body may at any time transfer to the repair and demolition fund, out of any money in the general fund of this jurisdiction, such sums as it may deem necessary in order to expedite the performance of the work of repair or demolition, and any sum so transferred shall be deemed a loan to the repair and demolition fund and shall be repaid out of the proceeds of the collections hereinafter provided for. All funds collected under the proceedings hereinafter provided for shall be paid to the treasurer of this jurisdiction who shall credit the same to the repair and demolition fund.

## Chapter 9

### RECOVERY OF COST OF REPAIR OR DEMOLITION

#### SECTION 901 — ACCOUNT OF EXPENSE, FILING OF REPORT

The director of public works shall keep an itemized account of the expense incurred by this jurisdiction in the repair or demolition of any building done pursuant to the provisions of Section 701.3, Item 3, of this code. Upon the completion of the work of repair or demolition, said director shall prepare and file with the clerk of this jurisdiction a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to Section 401.3.

#### SECTION 902 — NOTICE OF HEARING

Upon receipt of said report, the clerk of this jurisdiction shall present it to the legislative body of this jurisdiction for consideration. The legislative body of this jurisdiction shall fix a time, date and place for hearing said report and any protests or objections thereto. The clerk of this jurisdiction shall cause notice of said hearing to be posted upon the property involved, published once in a newspaper of general circulation in this jurisdiction, and served by certified mail, postage prepaid, addressed to the owner of the property as the owner's name and address appears on the last equalized assessment roll of the county, if such so appears, or as known to the clerk. Such notice shall be given at least 10 days prior to the date set for the hearing and shall specify the day, hour and place when the legislative body will hear and pass upon the director's report, together with any objections or protests which may be filed as hereinafter provided by any person interested in or affected by the proposed charge.

#### SECTION 903 — PROTESTS AND OBJECTIONS

Any person interested in or affected by the proposed charge may file written protests or objections with the clerk of this jurisdiction at any time prior to the time set for the hearing on the report of the director. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The clerk of this jurisdiction shall endorse on every such protest or objection the date of receipt. The clerk shall present such protests or objections to the legislative body of this jurisdiction at the time set for the hearing, and no other protests or objections shall be considered.

#### SECTION 904 — HEARING OF PROTESTS

Upon the day and hour fixed for the hearing, the legislative body of this jurisdiction shall hear and pass upon the report of the director together with any such objections or protests. The legislative body may make such revision, correction or modification in the report or the charge as it may deem just; and when the legislative body is satisfied with the correctness of the charge, the report (as submitted or as revised, corrected or modified) together with the charge, shall be confirmed or rejected. The decision of the legislative body of this jurisdiction on the report and the charge, and on all protests or objections, shall be final and conclusive.

#### SECTION 905 — PERSONAL OBLIGATION OR SPECIAL ASSESSMENT

**905.1 General.** The legislative body of this jurisdiction may thereupon order that said charge shall be made a personal obligation of the property owner or assess said charge against the property involved.



**905.2 Personal Obligation.** If the legislative body of this jurisdiction orders that the charge shall be a personal obligation of the property owner, it shall direct the attorney for this jurisdiction to collect the same on behalf of this jurisdiction by use of all appropriate legal remedies.

**905.3 Special Assessment.** If the legislative body of this jurisdiction orders that the charge shall be assessed against the property, it shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property.

## **SECTION 906 — CONTEST**

The validity of any assessment made under the provisions of this chapter shall not be contested in any action or proceeding unless the same is commenced within 30 days after the assessment is placed upon the assessment roll as provided herein. Any appeal from a final judgment in such action or proceeding must be perfected within 30 days after the entry of such judgment.

## **SECTION 907 — AUTHORITY FOR INSTALLMENT PAYMENT OF ASSESSMENTS WITH INTEREST**

The legislative body of this jurisdiction, in its discretion, may determine that assessments in amounts of \$500.00 or more shall be payable in not to exceed five equal annual installments. The legislative body's determination to allow payment of such assessments in installments, the number of installments, whether they shall bear interest, and the rate thereof shall be by a resolution adopted prior to the confirmation of the assessment.

## **SECTION 908 — LIEN OF ASSESSMENT**

**908.1 Priority.** Immediately upon its being placed on the assessment roll the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessments shall be liens against the lots or parcels of land assessed, respectively. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be paramount to all other liens except for state, county and property taxes with which it shall be upon a parity. The lien shall continue until the assessment and all interest due and payable thereon are paid.

**908.2 Interest.** All such assessments remaining unpaid after 30 days from the date of recording on the assessment roll shall become delinquent and shall bear interest at the rate of 7 percent per annum from and after said date.

## **SECTION 909 — REPORT TO ASSESSOR AND TAX COLLECTOR: ADDITION OF ASSESSMENT TO TAX BILL**

After confirmation of the report, certified copies of the assessment shall be given to the assessor and the tax collector for this jurisdiction, who shall add the amount of the assessment to the next regular tax bill levied against the parcel for municipal purposes.

## **SECTION 910 — FILING COPY OF REPORT WITH COUNTY AUDITOR**

If the county assessor and the county tax collector assess property and collect taxes for this jurisdiction, a certified copy of the assessment shall be filed with the county auditor on or before August 10th. The descriptions of the parcels reported shall be those used for the same parcels on the county assessor's map books for the current year.

## **SECTION 911 — COLLECTION OF ASSESSMENT: PENALTIES FOR FORECLOSURE**

The amount of the assessment shall be collected at the same time and in the same manner as ordinary property taxes are collected; and shall be subject to the same penalties and procedure and sale

in case of delinquency as provided for ordinary property taxes. All laws applicable to the levy, collection and enforcement of property taxes shall be applicable to such assessment.

If the legislative body of this jurisdiction has determined that the assessment shall be paid in installments, each installment and any interest thereon shall be collected in the same manner as ordinary property taxes in successive years. If any installment is delinquent, the amount thereof is subject to the same penalties and procedure for sale as provided for ordinary property taxes.

#### **SECTION 912 — REPAYMENT OF REPAIR AND DEMOLITION FUND**

All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the treasurer of this jurisdiction, who shall credit the same to the repair and demolition fund.

## ATTACHMENT 2

## CONSTRUCTION AGREEMENT

This Contractor Agreement is entered into and effective as of this 21 day of December, 2017, between **CITY OF EMERYVILLE**, a municipal corporation ("City") and **Peninsula Hauling- Demo & Construction** ("Contractor"), (collectively, "Parties");

It is mutually agreed between the Parties hereto as follows:

1. **SCOPE OF WORK.** In conformance with the Contract Documents, Contractor will furnish, all labor, materials, equipment, incidentals, transportation and disposal for services required in order to perform and complete the abatement of 1264 Ocean Avenue, Emeryville, California per Court order, which includes the demolition of the structure located at the aforementioned address, referred to as "Work".

Said Work shall be completed and ready for acceptance WITHIN 3-7 CALENDAR DAYS AFTER THE NOTICE TO PROCEED.

City will confer with Contractor regarding commencement date for the Work prior to issuing the Notice to Proceed to Contractor.

2. **PRICE.** Total amount paid under this Agreement as compensation for all services performed and reimbursement for cost incurred shall be IN AN AMOUNT NOT TO EXCEED EIGHTY-THREE THOUSAND, NINE HUNDRED, THIRTY DOLLARS (\$ 83,930.00). This price includes all costs for labor, materials, tools, equipment, services, warranty, taxes, insurance, overhead, profit, all other costs necessary to perform the work in accordance with this Contract ("Actual Costs"), and a contingency fund of THREE THOUSAND, EIGHT HUNDRED EIGHTY DOLLARS SEVEN THOUSAND, SIX HUNDRED, THIRTY DOLLARS (\$3,880,007,630.00) in the event that the Actual Costs exceed the estimate in Exhibit A ("Contingency Fund"). "Use of the Contingency Amount for payment of Extra Work shall occur only with prior written approval of the Chief Building Official."

Total amount paid under this Agreement as compensations for all work performed shall be as follows:

Scope of work - Exhibit A	\$76,300.00
Contingency Amount	\$ 7,630.00

**TOTAL NOT TO EXCEED AMOUNT \$83,930.00**

3. **PAYMENT.** The City agrees, to pay Contractor for the full and satisfactory completion of the Work pursuant to the option marked below:

FOR CITY USE ONLY			
Contract #:	17091-0000-PW04	CIP #:	N/A
Reso. #:	17-123	EPW #:	N/A

- A. ☐ Such compensation shall be paid by City within thirty (30) days following written notice of City's acceptance of the Work, OR
- B. ☒ Such compensation shall be paid by City in accordance with the Payment Schedule attached hereto as Exhibit A, and incorporated by reference herein.

Notwithstanding any provisions herein, Contractor shall not be paid any compensation until such time as Contractor has on file with the City Finance Department a current W-9 form available from the IRS website and has obtained a currently valid City business licenses pursuant to local ordinance (see paragraph 15).

4. **BONDS (Required for Contract Prices \$25,000 and greater)**

- A. A Payment Bond (labor and materials) is ☒ required/☐ not required for this Agreement. If required for this Agreement, before beginning the Work, Contractor shall provide a labor and materials bond in the amount of one hundred percent (100%) of the Contract Price, and which conforms with the requirements of Civil Code section 3248, as may be amended from time to time.

VOID Per Victor Gonzalez JM

- B. A Performance Bond is ☐ required/☒ not required for this Agreement. If required for this Agreement, before beginning the Work, Contractor shall provide a performance bond in the amount of one hundred percent (100%) of the Contract Price to guarantee the faithful performance of the Work.

- C. Any and all bonds required for this Agreement shall be in a form acceptable to the City Attorney. Any such bond must be issued by a corporate surety which is an admitted surety insurer in the State of California. Any bond signed by an agent must be accompanied by a certified copy of such agent's authority to act. If the surety on any bond provided by Contractor is declared bankrupt or becomes insolvent or it's right to do business is terminated in any state where any part of the work is located, Contractor shall, within seven (7) days thereafter, substitute another bond and surety in accordance with the requirements set forth herein. Any alteration or alterations made in the Plans and Specifications which are a part of this Contract or in any provision of this Contract shall not operate to release any surety from liability on any required bond and the consent to make such alterations is hereby given. Any surety on such bonds hereby waives the provisions of Section 2819 of the Civil Code.

5. **CHANGES.** City may make changes in any terms and conditions governing this Agreement at any time. If any change causes a change in the price of this Agreement or in the time required for its performance, Contractor shall promptly submit its claim for adjustment in writing to City. All changes shall be by confirmed written amendment issued by City. Nothing in this clause excuses Contractor from proceeding immediately with this Agreement as changed.

6. **LABOR CODE/PREVAILING WAGES.** Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.



Not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for Holidays and overtime work, for each craft, classification or type of workman needed to execute the work completed under this Agreement shall be paid to all workmen, laborers and mechanics employed in the execution of said work by the Contractor or by any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices.

Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for any public work done under the contract by him or by any subcontractor under him.

7. **LIVING WAGE (Required for Contract Prices \$25,000 and greater)**

Compliance with the City's living wage ordinance is ☒ required/☐ not required for this Agreement. If this Agreement provides for compensation to Contractor of \$25,000 or more within a single fiscal year for providing services to the City, then Contractor shall comply with the requirements of the City's Living Wage Ordinance set forth in Chapter 31 of Title 5 of the Emeryville Municipal Code, unless (i) Contractor is a governmental entity, (ii) this Agreement is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Agreement is subject to federal or state laws or regulations that would preclude the application of the City's laws.

Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Agreement for all employees of Contractor who perform at least twenty-five percent (25%) of the work arising from this Agreement, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to Section 5-31.08. Contractor shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City.

Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Contractor for back pay, reinstatement and compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Agreement and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

Contractor shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Agreement. "Living Wage" means no less than \$14.44 per hour (as of July 1, 2015, subject to increase annually on July 1st to reflect the twelve month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages

and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

8. **INDEMNIFICATION.** Contractor shall indemnify, defend and save harmless City and its officials, officers, employees, volunteers and agents ("City Parties") and the owner of Peabody Lane, Sasha Shamszad, and his affiliates, officials, officers, employees, volunteers and agents (collectively referred to as "Peabody Lane Owner") against all suits, claims or losses that may be based on any injury or damage to, or death of any person or any damage to property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of Contractor or its employees or other agents, except for the active negligence, sole negligence or willful misconduct of City. Contractor shall, at its own expense, pay all charges of attorneys and all cost and other expenses arising or incurred in connection with such suits, claims or losses. If any judgment shall be rendered against City in connection with any such suit, claim or loss, Contractor shall at its own expense satisfy and discharge it.
9. **INSURANCE.** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property of the work hereunder by the Contractor, his agents, representatives, employees.
  - A. **Minimum Scope of Insurance**

Coverage shall be placed with insurers admitted in California with a current A.M. Best's rating of not less than A: VII and be at least as broad as:

    1. Insurance Services Office Commercial General Liability coverage (occurrence form G 001).
    2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability) Code I (any auto).
  - B. **Minimum Limits of Insurance**
    1. Contractor shall maintain general liability insurance with limits no less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage, with a \$5,000,000 umbrella policy. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
    2. Contractor shall maintain automobile liability insurance with limits no less than \$21,000,000 per accident for bodily injury and property damage.
    3. Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$21,000,000 per accident.

4. Pollution liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate is ☒ required/☐ not required.

C. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City officers, employees, agents and volunteers are to be endorsed as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents or volunteers.
2. For claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents and volunteers; and any insurance or self-insurance maintained by the City, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, employees, agents or volunteers.
4. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to the City.
6. Any deductibles or self-insured retentions must be declared to and approved by the City.
10. **WORKERS' COMPENSATION CERTIFICATE.** By execution of the Agreement, the contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
11. **REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS.** Pursuant to Labor Code Section 1725.5, registration with the Department of Industrial Relations is ☒ required/☐ not required. If required, by execution of the Agreement, the Contractor certifies that it and any subcontractor are registered with the State of California Department of Industrial Relations pursuant to Labor Code section 1725.5. This Contract is subject to monitoring and enforcement by the DIR pursuant to

Labor Code Section 1771.4. The Contractor must post job site notices, pursuant to Title 8 California Code of Regulations Section 16451.

12. **APPLICABLE LAW AND ATTORNEY'S FEES.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of California will control. The exclusive venue for any legal action taken pursuant to this Agreement shall be the State of California Superior Court for the County of Alameda or the United States District Court for the Northern District of California. The prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which said party may be entitled.
13. **WARRANTY.** Contractor warrants that all materials and work furnished (1) shall meet all requirements and conditions of the Agreement and manufacturer's warranty if any; (2) shall be free from defects in design, material and workmanship; and (3) shall be fit for the purposes intended. Should any of the materials or equipment prove defective due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, the Contractor agrees to reimburse the City, upon demand, for its expenses incurred in restoring the work, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or upon demand by the City, to replace any such material and to repair said work completely without cost to the City so that said work will function successfully as originally contemplated.
14. **DISCRIMINATION PROHIBITED.** The Contractor covenants and agrees that in performing the services required under this Agreement, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age or disability.
15. **CONTRACT DOCUMENTS**

The contract documents which comprise the entire Agreement between the City and Contractor consist of this Agreement and exhibits thereto, as well as the following documents checked below, which are set forth as if fully herein:

- ☒ City-approved drawings and specifications, and attached hereto as Exhibit A;
- ☒ Any written amendment or change order approved by the City after the effective date of this Agreement;
- ☒ Any bonds required pursuant to the Agreement
- ☐ General Provisions "Part B"
- ☒ Other: Any order issued by the Superior Court of Alameda related to the City's abatement of 1264 Ocean Avenue, Emeryville, CA

The Contract Documents may only be amended by prior written authorization of the City Manager or his/her designee.

16. **COMPLIANCE WITH LAWS.** The Contractor covenants that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable federal, state and local requirements, including, but not limited to environmental laws and laws regarding disposal of hazardous wastes.
17. **DIFFERING SITE CONDITIONS.** Pursuant to Public Code Section 7104, Contractor shall promptly, and before such conditions are disturbed, notify the Public Works Director in writing of any possible hazardous waste, differing subsurface or latent physical condition or unusual or unknown physical condition at the site.
18. **SUBSURFACE/TRENCH EXCAVATIONS.** Pursuant to Government Code Sections 4216 et seq., Contractor shall contact the appropriate regional notification center prior to conducting subsurface excavations and pursuant to Labor Code Section 6705, submit a trench excavation safety plan as applicable.
19. **BUSINESS LICENSE.** The Contractor has and will maintain a current Business License with the City of Emeryville during the term of this contract. The Contractor shall insert in each of its subcontract agreements a provision which requires its subcontractors to present proof that the subcontractor has obtained a current Business License with the City of Emeryville during the term of this contract.
20. **TERMINATION.** The City shall have the right to terminate or suspend this Agreement immediately for cause, or for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Contractor, including, without limitation, a breach of any of Contractor's covenants, representations or guarantees provided herein. Upon receipt of notice of termination or suspension, Contractor shall immediately stop all work in progress under this Agreement. Without limiting the generality of the foregoing, City may terminate this Agreement if Contractor fails to perform the Work within the time specified in Section 1, or any written extension thereof. If City terminates this Agreement for cause, City may undertake to have the Work completed by its own workforce or by substitution of contractor, and Contractor shall be liable to City for any excess cost incurred by City as a result. In the event of such termination, Contractor shall be entitled to payment for all Work performed to date of termination to the extent such services were actually performed in accordance with this Agreement. Upon termination, any and all of City's documents or materials provided to Contractor and any and all of Contractor's documents and materials prepared for or relating to this Agreement shall be delivered to the City as soon as possible, but not later than ten (10) days after the cessation of the Work.
21. **CLAIMS.** Attention is directed to Public Contract Code Sections 20104 et seq. regarding claims as applicable.



22. **INDEPENDENT CONTRACTOR.** Contractor, and any agents and employees of Contractor, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of City.
23. **ASSIGNMENTS AND SUBCONTRACTING.** Neither this Agreement nor any interest herein nor any claim hereunder may be assigned or subcontracted by Contractor either voluntarily or by operation of law, without the prior written consent of City. No such consent shall relieve Contractor of its obligations to comply fully with the requirements hereof.
24. **NO THIRD PARTY BENEFICIARY.** The Parties do not intend, by any provision of this Agreement, to create in any third party any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.
25. **RECORDS.** The Contractor will permit the City to audit, examine, and make copies of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement.
26. **NO WAIVER.** Failure of City to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies or to properly notify Contractor in the event of breach, or the acceptance of or payment for any good hereunder, not release Contractor of any of the warranties or obligations of this Agreement and shall not be deemed a waiver of any right of City to insist upon strict performance hereof.
27. **LIQUIDATED DAMAGES.** The Contractor shall pay to the City the sum of \$ 400.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.
28. **ENTIRE AGREEMENT.** This Agreement, together with any attached drawing or specifications constitutes the entire agreement between the parties, and no other terms shall be binding on City unless accepted in writing by the person who signed this Agreement on behalf of City. In the event of any conflict between the printed provisions of this Agreement and those of the Contractor's offer of acceptance, the provision of this Agreement shall prevail.
29. **NOTICES**
- All communications relating to the day to day activities of the work shall be exchanged between the Contractor and Public Works Director or designee for the City. All other notices, writings or correspondence as required by this Agreement shall be directed to the City and the Contractor, respectively, as follows:

CITY

CONTRACTOR

Public Works Director  
City of Emeryville  
1333 Park Avenue  
Emeryville, CA 94608

This Agreement is effective as on the date above.

**CITY OF EMERYVILLE**

**CONTRACTOR**

By: Carolyn Lehr  
Carolyn Lehr, City Manager

James  
Title

Office Admin

Approved as to form:

Michael Guina  
Michael Guina, City Attorney

Peninsula Hauling Demo & Deconstruction

839 Cherry Lane  
San Carlos, CA 94070  
Phone: 650-596-8105  
Cell: 650-346-0231  
Fax: 650-596-8847  
Lic.# 988312

Estimate #3527

Sent on 11/16/2017

Service Address 1264 Ocean Ave  
Emeryville, California 94608

City of Emeryville (Code Enforcement)  
1333 Park Avenue  
Emeryville, CA 94608

Revised estimate  
becomes Exhibit A  
to contract.

SERVICE/PRODUCT	DESCRIPTION
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Estimate Greeting

Peninsula Hauling & Demo is pleased to provide the following estimate for the above reference site based on site walk through and describe in the following scope of work:

Scope of Work

Revised November 30, 2017

Demo existing single family dwelling approximately 900 sq ft along with concrete foundation to grade.

Remove of all existing household debris from interior and exterior of dwelling. Once Demolition is completed ,PHD willl remove all company Vehicles from property.

Cap and seal existing water well and sewer line.

Install permanent construction fencing on front and rear of property.

Backfill existing basement flush to existing grade in 12inches lifts compacted to a 90% compaction ratio.

Provide temporary tree protection as specified per building department in rear of Property

PHD will provide asbestos and lead testing per City and County requirements. If asbestos or lead is present PHD will have to charge additional fees .

Provide J# From Bay Area Air Quality

Demolition permit per C.O.E request fee is waived.

Prior to demolition commencing all utilities will be safed off by other.

Once demolition has been completed lot will be grubbed and pressure washed and or Hydro-seeding per City and County specifications.

Handling , Relocating and or Salvage of any owner materials and equipment. Remove anything and everything that is requested by C.O.E only and when demo has been completed.

Estimated time of demolition is two to Four days providing weather permits.

Bid includes cost of labor and disposal.Bid is based on prevailing wages.

Cost \$38,800.00

NOTE: Price is based on machinery access.

Estimate Requirement:

- 1) Demolition Permit Application ( Waved per C.O.E)
- 2) Waste Diversion plan.( PHD cap)
- 3) USA Clearance
- 4) PG&E Notification letter.

Scope of Work

Optional (Fee is not reflected on final price.)

Additional cost to install 25ft deep stitch piers with #4 rebar.

\$2,500.00 a piece.

~~Cost to relocate any personal items in dwelling will be done at \$78.00 per man per hr per man.~~

approx 12-15  
stitch piers  
will be needed.

LS  
Per  
Victor  
Anzales

# Peninsula Hauling Demo & Deconstruction

839 Cherry Lane  
San Carlos, CA 94070  
Phone: 650-596-8105  
Cell: 650-346-0231  
Fax: 650-596-8847  
Lic.# 988312

Estimate #3527

Sent on 11/16/2017  
Service Address 1264 Ocean Ave  
Emeryville, California 94608

City of Emeryville (Code Enforcement)  
1333 Park Avenue  
Emeryville, CA 94608

SERVICE/PRODUCT	DESCRIPTION
Complete House Demo Terms.	<p>PHD may have to cross side walks and curbs with heavy equipment to perform work. PHD will use its best effort to minimize damage to these areas and will not be held responsible for any damages sustained to these areas. Footing removal is based on footing being no greater than 3' X 3'. Concrete removal to grade is based on removing 4" of baserock only. Price on concrete removal is based on concrete being no more than 4" thick. If the concrete slab is thicker than 4" additional fees will occur. PHD will not be held responsible for any damages done to unmarked utilities. Excavation bid is based on work done in one phase. If project is turned in to additional phases additional charges will apply. <del>This contract is based on PHD standard insurance coverage any additional umbrella coverage will be provided at an additional cost to the GC/homeowner. PHD will not be providing waivers of subrogation for any project.</del></p> <p>LS</p> <p>*Only work stipulated in the above scope of work paragraph will be valid anything else will be considered a change order. **Driveway to remain in place will be protected with plywood only and Peninsula Hauling will do its best not to damage driveway but will NOT be held responsible for any damages that may occur. *If any time of material including foam is found on any concrete flat work and or footings it will be considered a change order. **Bid is based on PHD removing foundation with the exception of the removal of any concrete pylons. PHD excludes concrete piers, bedrock &amp; grade beams. Subcontractor is performing and accepting this job as a non union subcontractor. Subcontractor shall not be responsible for any delays beyond subcontractor reasonable control. <del>Limitations of Liability: Owner and contractor agrees to release, indemnify, defend and hold PHD, its agents, independent contractors and employees (Hereinafter referred to collectively as PHD) harmless from any and all liability or claim, which is not created wholly by PHD's negligence or willful misconduct.</del></p> <p>LS</p> <p>In the event that an action is brought to enforce the terms of this contract the prevailing party shall be entitled to his responsible fees and costs. In the event of an inconsistency between the contractors sub contractor and this document and the terms of this document shall prevail.</p>
Complete House Exclusions	<p>EXCLUSIONS Winterization Installation of barricades and or pedestrian walkways. Any other fees imposed by Bay Area Air Quality. Structural bracing and or shoring. Soils Engineer Tree Removal Tree permits &amp; fees Remove all existing trees less than 8 inches in diameter.</p>

Peninsula Hauling Demo & Deconstruction

839 Cherry Lane  
San Carlos, CA 94070  
Phone: 650-596-8105  
Cell: 650-346-0231  
Fax: 650-596-8847  
Lic.# 988312

Estimate #3527

Sent on 11/16/2017  
Service Address 1264 Ocean Ave  
Emeryville, California 94608

City of Emeryville (Code Enforcement)  
1333 Park Avenue  
Emeryville, CA 94608

SERVICE / PRODUCT	DESCRIPTION
-------------------	-------------

Complete house Payment  
Terms

Payment terms 30/1 30/1 (2.5)  
10% is due at signing of contract, 1/3 due at second day 1/3 due at midpoint. Remaining balance due upon of work completion.  
Customer Initial \_\_\_\_\_ Date \_\_\_\_\_ PHD Rep. \_\_\_\_\_ Date \_\_\_\_\_  
No retention is to be held.  
3% Service fee for any credit card transactions.  
3% late fee per month will be applied up to a total of 36% per year on all invoices not paid on the terms of this contract.  
This quote is per our discussion. Please sign and return as an acceptance. Thank you for considering Peninsula Hauling & Demolition Inc. for your construction needs.

Signature (customer) \_\_\_\_\_ Date \_\_\_\_\_  
Print Name (Customer) \_\_\_\_\_

Signature (PHD Representative) Andi Salino Date 11-5-17

Peninsula Hauling and Demolition Inc. is a state Certified lead Abatement Company, that will test and remove any existing lead paint

Total \$38,800.00



City of Emeryville

VENDOR NO. 5878

CHECK NO. 20061208

Account	Purchase Order	Invoice Number	Amount	Description
1730 87260		12222017	8,393.00	DEMOL SVC 1264 OCEAN

5878

PENINSULA HAULING AND DEMOLITION CO



City of Emeryville  
1333 Park Avenue  
Emeryville, California 94608-3517  
Incorporated 1896

Wells Fargo Bank  
Emeryville Office  
5801 Christie Avenue  
Emeryville, CA 94608  
11-24/1210

CHECK DATE  
12/22/17

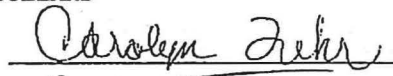

CHECK NO.  
20061208

AMOUNT

\$ \*\*\*\*\*8,393.00\*

PAY THE SUM OF EIGHT THOUSAND, THREE HUNDRED NINETY THREE DOLLARS  
& ZERO CENTS

TO THE ORDER OF PENINSULA HAULING AND DEMOLITION CO  
839 CHERRY LANE  
SAN CARLOS CA 60478

City of Emeryville  
1333 Park Avenue  
Emeryville, CA 94608-3517

PENINSULA HAULING AND DEMOLITION CO  
839 CHERRY LANE  
SAN CARLOS CA 60478

City of Emeryville

VENDOR NO. 5878

CHECK NO. 20061255

Account	Purchase Order	Invoice Number	Amount	Description
1730 87260	20180113	PP#1 4611	10,135.66	DEMOL SVC 1264 OCEAN

5878

PENINSULA HAULING AND DEMOLITION CO



City of Emeryville  
1333 Park Avenue  
Emeryville, California 94608-3517  
Incorporated 1896

Wells Fargo Bank  
Emeryville Office  
5801 Christie Avenue  
Emeryville, CA 94608  
11-24/1210

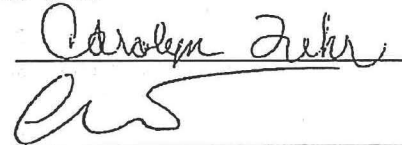
CHECK DATE  
01/03/18

CHECK NO.  
20061255

AMOUNT \$ \*\*\*\*10,135.66\*

PAY THE SUM OF TEN THOUSAND, ONE HUNDRED THIRTY FIVE DOLLARS & 66 CENTS

TO THE ORDER OF PENINSULA HAULING AND DEMOLITION CO  
839 CHERRY LANE  
SAN CARLOS CA 94070



City of Emeryville  
1333 Park Avenue  
Emeryville, CA 94608-3517

PENINSULA HAULING AND DEMOLITION CO  
839 CHERRY LANE  
SAN CARLOS CA 94070

# First Progress Payment

Peninsula Hauling & Demo Inc.,  
839 Cherry Lane San Carlos CA 94070  
Lic. #988312

Bill To

1333 Park Avenue  
Emeryville, CA 94608

Date

12/29/2017

Invoice #

4611

Ship To

City of Emeryville  
1264 Ocean Ave  
Emeryville, CA 94608

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Referral	Demolition		12/29/2017		GC	
Quantity	Item Code	Description			Price Each	Amount
	Demolition	<p>Peninsula Hauling &amp; Demo is pleased to provide the following estimate for the above reference site based on site walk through and describe in the following scope of work:</p> <p>Scope of Work Revised December 22, 2017</p> <p>Demo existing single family dwelling approximately 900 sq ft along with concrete foundation to grade.</p> <p>Remove of all existing household debris from interior and exterior of dwelling. Once Demolition is completed ,PHD will remove all company Vehicles from property.</p> <p>Cap and seal existing water well and sewer line.</p> <p>Install permanent construction fencing on front and rear of property.</p> <p>Backfill existing basement flush to existing grade in 12inches lifts compacted to a 90% compaction ratio.</p> <p>Provide temporary tree protection as specified per building department in rear of Property</p> <p>PHD will provide asbestos and lead testing per City and County requirements. If asbestos or lead is present PHD will have to charge additional fees .</p> <p>Provide J# From Bay Area Air Quality</p> <p>Demolition permit per C.O.E request fee is waived.</p> <p>Prior to demolition commencing all utilities will be safed off by</p>			10,135.66	10,135.66
					Total	

# First Progress Payment



Peninsula Hauling & Demo Inc.,  
839 Cherry Lane San Carlos CA 94070  
Lic. #988312

Bill To

1333 Park Avenue  
Emeryville, CA 94608

Date	Invoice #
12/29/2017	4611

Ship To

City of Emeryville  
1264 Ocean Ave  
Emeryville, CA 94608

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Referral	Demolition		12/29/2017		GC	
Quantity	Item Code	Description			Price Each	Amount
		<p>other.</p> <p>Once demolition has been completed lot will be grubbed and pressure washed and or Hydro-seeding per City and County specifications.</p> <p>Handling , Relocating and or Salvage of any owner materials and equipment. Remove anything and everything that is requested by C.O.E only and when demo has been completed.</p>				
					Total	

# First Progress Payment

Date	Invoice #
12/29/2017	4611

Peninsula Hauling & Demo Inc.,  
839 Cherry Lane San Carlos CA 94070  
Lic. #988312

Bill To

1333 Park Avenue  
Emeryville, CA 94608

Ship To

City of Emeryville  
1264 Ocean Ave  
Emeryville, CA 94608

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Referral	Demolition		12/29/2017		GC	
Quantity	Item Code	Description			Price Each	Amount
		First Progress Payment are due. 3% Service fee for any credit card transactions. 3% late fee per month will be applied up to a total of 36% per year on all invoices not paid on the terms of this contract.				
Total					\$10,135.66	



City of Emeryville

VENDOR NO. 5878

CHECK NO. 20061256

Account	Purchase Order	Invoice Number	Amount	Description
1730 87260	20180113	PP#2 4612	10,135.66	DEMOL SVC 1264 OCEAN

5878

PENINSULA HAULING AND DEMOLITION CO



City of Emeryville  
1333 Park Avenue  
Emeryville, California 94608-3517  
Incorporated 1896

Wells Fargo Bank  
Emeryville Office  
5801 Christie Avenue  
Emeryville, CA 94608  
11-24/1210

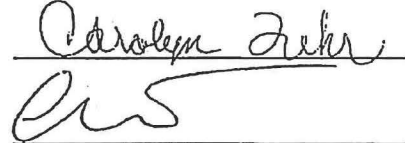
CHECK DATE  
01/03/18

CHECK NO.  
20061256

AMOUNT \$ \*\*\*\*10,135.66\*

PAY THE SUM OF TEN THOUSAND, ONE HUNDRED THIRTY FIVE DOLLARS & 66 CENTS

TO THE ORDER OF PENINSULA HAULING AND DEMOLITION CO  
839 CHERRY LANE  
SAN CARLOS CA 94070



City of Emeryville  
1333 Park Avenue  
Emeryville, CA 94608-3517

PENINSULA HAULING AND DEMOLITION CO  
839 CHERRY LANE  
SAN CARLOS CA 94070

# Second Progress Payment

Peninsula Hauling & Demo Inc.,  
839 Cherry Lane San Carlos CA 94070  
Lic. #988312

Bill To

1333 Park Avenue  
Emeryville, CA 94608

Date  
12/30/2017

Invoice #  
4612

Ship To

City of Emeryville  
1264 Ocean Ave  
Emeryville, CA 94608

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Referral	Demolition		12/30/2017		GC	
Quantity	Item Code	Description			Price Each	Amount
	Demolition	<p>Peninsula Hauling &amp; Demo is pleased to provide the following estimate for the above reference site based on site walk through and describe in the following scope of work:</p> <p>Scope of Work Revised December 22, 2017</p> <p>Demo existing single family dwelling approximately 900 sq ft along with concrete foundation to grade.</p> <p>Remove of all existing household debris from interior and exterior of dwelling. Once Demolition is completed ,PHD will remove all company Vehicles from property.</p> <p>Cap and seal existing water well and sewer line.</p> <p>Install permanent construction fencing on front and rear of property.</p> <p>Backfill existing basement flush to existing grade in 12inches lifts compacted to a 90% compaction ratio.</p> <p>Provide temporary tree protection as specified per building department in rear of Property</p> <p>PHD will provide asbestos and lead testing per City and County requirements. If asbestos or lead is present PHD will have to charge additional fees .</p> <p>Provide J# From Bay Area Air Quality</p> <p>Demolition permit per C.O.E request fee is waived.</p> <p>Prior to demolition commencing all utilities will be safed off by</p>			10,135.66	10,135.66
					Total	

# Second Progress Payment

Peninsula Hauling & Demo Inc.,  
839 Cherry Lane San Carlos CA 94070  
Lic. #988312

Date	Invoice #
12/30/2017	4612

Bill To

1333 Park Avenue  
Emeryville, CA 94608

Ship To

City of Emeryville  
1264 Ocean Ave  
Emeryville, CA 94608

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Referral	Demolition		12/30/2017		GC	
Quantity	Item Code	Description			Price Each	Amount
		<p>other.</p> <p>Once demolition has been completed lot will be grubbed and pressure washed and or Hydro-seeding per City and County specifications.</p> <p>Handling , Relocating and or Salvage of any owner materials and equipment. Remove anything and everything that is requested by C.O.E only and when demo has been completed.</p>				
					<b>Total</b>	

# Second Progress Payment

Peninsula Hauling & Demo Inc.,  
839 Cherry Lane San Carlos CA 94070  
Lic. #988312

Bill To

1333 Park Avenue  
Emeryville, CA 94608

Date  
12/30/2017

Invoice #  
4612

Ship To

City of Emeryville  
1264 Ocean Ave  
Emeryville, CA 94608

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Referral	Demolition		12/30/2017		GC	
Quantity	Item Code	Description			Price Each	Amount
		Second Progress Payment are due. 3% Service fee for any credit card transactions. 3% late fee per month will be applied up to a total of 36% per year on all invoices not paid on the terms of this contract.				
Total						\$10,135.66

City of Emeryville

VENDOR NO. 5878

CHECK NO. 20061257

Account	Purchase Order	Invoice Number	Amount	Description
1730 87260	20180113	PP#3 4613	10,135.66	DEMOL SVC 1264 OCEAN

5878

PENINSULA HAULING AND DEMOLITION CO



City of Emeryville  
1333 Park Avenue  
Emeryville, California 94608-3517  
Incorporated 1896

Wells Fargo Bank  
Emeryville Office  
5801 Christie Avenue  
Emeryville, CA 94608

11-24/1210

CHECK DATE

01/03/18

CHECK NO.

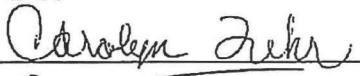
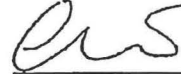
20061257

AMOUNT

\$ \*\*\*\*\*10,135.66\*

PAY THE SUM OF TEN THOUSAND, ONE HUNDRED THIRTY FIVE DOLLARS & 66  
CENTS

TO THE ORDER OF PENINSULA HAULING AND DEMOLITION CO  
839 CHERRY LANE  
SAN CARLOS CA 94070

City of Emeryville

1333 Park Avenue  
Emeryville, CA 94608-3517

PENINSULA HAULING AND DEMOLITION CO  
839 CHERRY LANE  
SAN CARLOS CA 94070

# Third Progress Payment

839 Cherry Lane San Carlos CA 94070  
Phone: 650-596-8105 Fax: 650-596-8847  
Lic. #988312

Date	Invoice #
12/30/2017	4613

## Bill To

1333 Park Avenue  
Emeryville, CA 94608

## Ship To

City of Emeryville  
1264 Occan Ave  
Emeryville, CA 94608

P.O. Number	Terms	Repr...	Job Date	Via	Customer Type	Project
Referral	Demolition		12/30/2017		GC	
Quantity	Item Code	Description			Price Each	Amount
		<p>Third Progress Payment are due. 3% Service fee for any credit card transactions. 3% late fee per month will be applied up to a total of 36% per year on all invoices not paid on the terms of this contract.</p>				
<b>Total</b>		\$10,135.66		<b>Payments/Credits</b>		\$0.00
		<b>Balance Due</b>				\$10,135.66



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City of Emeryville 1264 Ocean Ave Emeryville, CA 94608

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Referral	Demolition		12/30/2017		GC	

Quantity	Item Code	Description	Price Each	Amount
	Demolition	<p>Peninsula Hauling &amp; Demo is pleased to provide the following estimate for the above reference site based on site walk through and describe in the following scope of work:</p> <p>Scope of Work Revised December 22, 2017</p> <p>Demo existing single family dwelling approximately 900 sq ft along with concrete foundation to grade.</p> <p>Remove of all existing household debris from interior and exterior of dwelling. Once Demolition is completed ,PHD willll remove all company Vehicles from property.</p> <p>Cap and seal existing water well and sewer line.</p> <p>Install permanent construction fencing on front and rear of property.</p> <p>Backfill existing basement flush to existing grade in 12inches lifts compacted to a 90% compaction ratio.</p> <p>Provide temporary tree protection as specified per building department in rear of Property</p> <p>PHD will provide asbestos and lead testing per City and County requirements. If asbestos or lead is present PHD will have to charge additional fees .</p> <p>Provide J# From Bay Area Air Quality</p> <p>Demolition permit per C.O.E request fee is waived.</p> <p>Prior to demolition commencing all utilities will be safed off by</p>	10,135.66	10,135.66

Total	Payments/Credits	Balance Due
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Referral	Demolition		12/30/2017		GC	
Quantity	Item Code	Description			Price Each	Amount
		other.  Once demolition has been completed lot will be grubbed and pressure washed and or Hydro-seeding per City and County specifications.  Handling , Relocating and or Salvage of any owner materials and equipment. Remove anything and everything that is requested by C.O.E only and when demo has been completed.				
<b>Total</b>		<b>Payments/Credits</b>			<b>Balance Due</b>	

# ATTACHMENT 3

**EXHIBIT A**

The land referred to is situated in the County of Alameda, City of Emeryville, State of California, and is described as follows:

Beginning at a point on the Northern line of Ocean Avenue, distant thereon Easterly 247 feet 6 inches from the intersection thereof with the Eastern line of Doyle Street, formerly 8th Street, as said Avenue and Street are shown on the Map herein after referred to; running thence Easterly along said line of Ocean Avenue 37 feet, 6 inches; thence Northerly parallel with said line of Doyle Street 112.67 feet, more or less, to the Southern line of Peabody's Lane, as shown on said Map; thence Westerly along said line of Peabody's Lane 37 feet, 6 inches, more or less, to the intersection thereof with a line drawn Northerly and parallel to said line of Doyle Street from the point of beginning; and thence Southerly along said line so drawn 112.89 feet, more or less, to the point of beginning.

Being the Eastern 12 feet, 6 inches of Lot 5, and the Western 23 feet of Lot 4 in Block 15, as said Lots and Block are shown on the Map of "The Landregan Tract, Oakland Township, California, surveyed July 1892", filed July 27, 1892, in Book 17 of Maps at Page 80, in the Office of the County Recorder of Alameda County.

APN 049-1469-008

## ATTACHMENT 4



# WEST COAST CODE CONSULTANTS, Inc.

2400 Camino Ramon, Suite 240

San Ramon, CA 94583

Federal Tax ID #20-4707579

Tel: (925) 275-1700 Fax: (925) 275-0600

Mr. Victor Gonzales  
Chief Building Official  
City of Emeryville Building Department  
1333 Park Avenue  
Emeryville, CA 94608

Date: January 19, 2018  
NOT AN INVOICE

## Project: Ocean Avenue Project

WC<sup>3</sup> Employees: See Below  
Type of Service: Inspection / Consulting  
Begin Date: December 1, 2017  
End Date: January 31, 2018

Month	Date	Day	Hours	OT	Mileage	Notes
<b>Billed on December 2017 Building Invoice</b>						
December	18	Monday	8		20	Alan Wong
December	19	Tuesday	8		20	Alan Wong
December	27	Wednesday	8	1.00	20	Alan Wong
December	28	Thursday	8	1.50	20	Alan Wong
December	29	Friday	8	3.00	20	Alan Wong
December	30	Saturday	4		20	Alan Wong
December	28	Thursday	3		20	Marty Olsen
December	29	Friday	4		20	Marty Olsen
January	5	Friday	4	(listed on 12/31/17)	20	Greg Mason
<b>Will Be Billed on January 2018 Building Invoice</b>						
January	5	Friday	2		20	Giyan Senaratne
January	5	Friday	2		20	Eric Schneiderjohn
January	5	Friday	8		20	Alan Wong
January	8	Monday	4		20	Alan Wong
<b>Totals</b>			<b>71.00</b>	<b>5.50</b>	<b>260</b>	

Hours	Task/Description	Rate	Amount
63.00	Inspections	\$ 142.25	\$ 8,961.75
5.50	Inspections OT	\$ 213.38	\$ 1,173.56
2.00	Giyan Senaratne	\$ 125.00	\$ 250.00
2.00	Eric Schneiderjohn	\$ 115.00	\$ 230.00
4.00	Greg Mason Engineering Services	\$ 142.25	\$ 569.00
260.00	Mileage @ Fed Rate \$0.54 x 1.15	\$ 0.621	\$ 161.46

**Total: \$11,345.77**