

CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089711-21-L ABATEMENT SERVICES - CLEAN, SECURE, BOARD & DEMOLITON

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089711-21-L ABATEMENT SERVICES - CLEAN, SECURE, BOARD & DEMOLITON (Contractor).

RECITALS

On or about 12/22/2020, City issued an ITB to prospective bidders on services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide abatement services that will include, but not be limited to: site cleaning, site securing and boarding, and site demolition and removal as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Service.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$500,000.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the services to be provided. Contractor will provide any services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Watkins Environmental, Inc.
Bidder

BY:

C. Abara

8291 Aero Place Suite 160
Street Address

Print Name: Claudia C. Abara
Director
Purchasing & Contracting Department

San Diego
City

April 27, 2021
Date Signed

858 268 1500
Telephone No.

Estimating@watkinsenviro.com
E-Mail

BY:

[Signature]
Signature of Bidder's Authorized Representative

Bryan A. Butolph
Print Name

CFO
Title

2/3/2021
Date

Approved as to form this 3 day of

May, 2021.
MARA W. ELLIOTT, City Attorney

BY: [Signature]
Deputy City Attorney

EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. No pre-bid conference will be held for ITB.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

1.6 Contact with City Staff. Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

2. Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 Reserved

2.11 Reserved

3. Bid Review. Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Bidder is responsible for verifying all prices and extensions before submitting a bid.

7.1 Modification or Withdrawal of Bid before Bid Opening. Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, and include any other costs required to provide the requirements as specified in this ITB.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

3. Escalation. An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. Low Bid Award. A contract will be awarded to the lowest responsible and responsive bidder.

2. Additional Information. The City may require bidder to provide additional written or oral information to clarify responses.

3. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

4. Waiver of Defects and Technicalities. The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. Rejection of All Bids. The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all bidders of its intent to award a Contract in writing.

2. Obtaining Bid Results. Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

F. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. Bond. A bond as described in Exhibit B.

5. Reserved.

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

**EXHIBIT B
SCOPE OF WORK**

A. BACKGROUND. The City of San Diego (City), Development Services Department (DSD), Code Enforcement Division (CED) requires the “As Needed” services of a licensed contractor for inspection and abatement services. These services pertain to the abatement of nuisance, unsafe and/or dangerous conditions, and violations of the San Diego Municipal Code (SDMC) in public and/or private properties throughout the City of San Diego.

Bidder must have sufficient number of staff with the required technical expertise, and be equipped to perform a variety of abatement types including, but not limited to: demolition and/or removal of structures (e.g. buildings, walls, fences, pools, spas, sheds, news racks, and paving work); boarding unsecured structures; hauling and removal (junk, litter, garbage, trash, solid waste, rubbish, excessive vegetation, rocks, stones, and debris); graffiti removal; painting; mowing; tree trimming; vegetation removal; installation and/or repair of security fencing; earthwork and installation of erosion control measures in accordance with Best Management Practices (BMPs) as outlined further in this ITB.

DSD’s Code Enforcement Coordinator (CEC) listed in the notice of award shall serve as the Technical Representative and DSD’s primary point of contact for this contract.

B. CONTRACTOR REQUIREMENTS.

1. **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER, SEE EXHIBIT D.**

	Registration No.	Expiration Date	Name
DIR Registration No. - Contractor	1000004509	6/30/21	Watkins Environmental
DIR Registration No. - Sub Contractor	1000025346	6/30/21	FlexCOR construction
DIR Registration No. - Sub Contractor	1000002533	6/30/22	Anton's Service
DIR Registration No. - Sub Contractor			

2. **LICENSES.** A portion of the work described in this solicitation includes grading earthwork and demolition.

2.1 **To perform the work described in this solicitation, Bidder’s team must hold minimally the following current certifications: Class A General Engineering Contractor’s license and Class B General Building Contractor’s license or; Class B General**

Building Contractor's license and both Class C-12 Earthwork and Paving Contractor's license, and Class C-21 Building Moving/Demolition Contractor's license or; both Class C-12 Earthwork and Paving Contractor's license, and Class C-21 Building Moving/Demolition Contractor's license.

2.2 Bidders must perform all building removal/demolition in accordance with DSD's Information Bulletin 710 July 2020 (Attachment 1).

	License Number	Expiration Date	Name
State of California Class A General Engineering Contractor's License	Class: No.: A 966461	10/31/21	Watkins Environmental
State of California Class B General Building Contractor's License	Class: No.: B 966461	10/31/21	Watkins Environmental
State of California Class C-21 Building Moving/Demolition Contractor's License	Class: No.: C-21 966461	10/31/21	Watkins Environmental
State of California Class C-12 Earthwork and Paving Contractor's License	Class: No.: C-12 861069	1/30/21	Anton's Service , Inc

Any bidder holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the bidder, in writing, of its decision prior to the bid closing. The City's decision is final.

3. **WORK ORDERS.** Work (as defined in Section G) will be referred directly to the Contractor by the CEC on an "As Needed" basis via a Work Order. The Contractor must furnish all labor, equipment, materials, layouts of Work features, inspections, permits, and supervision needed to complete the Work.

Contractor will be required to inspect and address any nuisance conditions including but not limited to: demolition of structures, clean and board unsecured structures, secure pools, remove spas, remove all litter, waste, rubbish, solid waste, debris and/or excessive vegetation from properties, graffiti removal, removal of news racks, vehicle removal including boats, motor boats and hitching devices, removal of items stored in violation of the SDMC, earthwork, and to install and/or repair fencing.

Contractor must comply with the following Work Order requirements when performing the

Work:

3.1 CEC will schedule initial project inspection for each site, Contractor must be available for initial inspections within forty-eight (48) hours unless otherwise specified by the CEC.

3.2 Emergency Work may also be required, which must be performed and completed within twenty-four to forty-eight (24-48) hours from issuance of a work order. Emergency Work is required to be performed outside of the normal work hours of Monday through Friday, 7 a.m. to 7 p.m. Pacific Time. Emergency Work is to be invoiced at the hourly rate submitted on the Pricing pages under "Extraordinary Labor".

3.3 Contractor must provide an Account Manager/Representative dedicated to this Contract; provide the City with phone number(s) including emergency phone number and must ensure the availability of a dedicated Account Manager/Representative 7 AM to 7 PM Monday through Friday. An emergency telephone number does not go directly to a voicemail or a general telephone line, but has the expectation that the call will be answered by a person that can provide immediate assistance.

3.4 Contractor must maintain the ability to communicate with the City via electronic mail and mobile cellular services.

3.5 Contractor will be responsible for inspecting and verifying the Work and timeframe required for the completion at each Work site.

3.6 Contractor is responsible for investigating each Work site and being satisfied as to the conditions to be encountered, quantities of materials to be needed, permit requirements, equipment to be furnished, and the requirements listed to perform the Work satisfactorily.

3.7 Within forty-eight to seventy-two (48-72) hours after the initial inspection, Contractor shall provide to the CEC an Estimate to complete the Work at each Work site.

3.8 Contractor's estimate must include everything needed to address the nuisance conditions (inspections, permits, labor, materials, equipment, disposal, supervision and reporting) and include a sequencing timeline (start date, 50% progress, 75% progress, and completion date) for the performance of the Work.

3.9 A complete estimate must be submitted to the CEC for approval prior to the start of any Work.

3.10 Contractor must not initiate/start Work without prior written approval via a Notice to Proceed (NTP) from the CEC.

3.11 Upon receipt of NTP from the CEC, Contractor must complete the Work within the standard time frame of two to ten (2 - 10) business days.

3.12 If Contractor cannot meet the timeline approved by the CEC due to inclement weather, or unforeseen reasons beyond the Contractor's control, Contractor must notify the CEC as soon as possible upon learning of the delay.

3.13 Contractor's staff/employees must perform all Work in a professional manner and always exhibit good conduct. In accordance with the SDMC section 59 .5 .0404, no Work shall be performed between the hours of 7:00 PM and 7:00 AM. Monday thru Saturday, and no Work shall be performed on Sundays or specified holidays (unless specifically authorized otherwise by the City due to an emergency abatement).

City observed holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, and Christmas.

3.14 Contractor shall ensure that their staff's interactions with all members of the public are always courteous and respectful. Contractor's staff shall avoid interactions with disruptive individuals to the greatest extent possible while performing the Work. Contractor's staff shall immediately report to the CEC the occurrence of any disruptive interactions between Contractor's staff and members of the public.

3.15 If the Contractor has any questions regarding the Work to be performed, the items to be abated, or if the Contractor encounters an unusual situation, Contractor must contact the CEC as soon as possible upon learning of the question or situation.

3.16 If the Contractor is ordered off a property by the property owner, lender or their representative(s), or is denied entry to a property, the Contractor must immediately remove its equipment, leave the property, and contact the CEC. Contractor is only entitled to compensation for actual time spent on site that day.

3.17 Contractor must possess technical knowledge, skills, qualified staff and abilities to use state-of-the-art equipment, tools, and power tools. Contractor is responsible for providing all labor, materials, supplies, equipment, permits, documentation, containers, and transportation/disposal necessary to successfully perform the Work.

3.18 Contractor must provide employees with temporary facilities (such as but not limited to portable toilets) as needed and any necessary water supply, electrical service hookups, etc. required to perform the Work.

3.19 Contractor must document all Work, by taking photos of the site before work commences, during work at various stages including 50% completion, 75% completion, and after all Work is completed.

3.20 Documentation and records of the Work, including but not limited to files, records, logs, documents, photos, invoices, receipts and other evidence of performance, must be maintained for the term of this Contract and for three (3) additional years following the contract end term. Contractor must provide the City with electronic copies of records upon request.

3.21 Contractor must separate invoicing per parcel unless otherwise specified by the CEC.

3.22 Contractor must notify the CEC immediately once the Work Order has been completed and obtain CEC sign off for the work performed.

3.23 No later than fifteen (15) calendar days from work order completion Contractor shall submit final invoice. Contractor must return a signed-off copy of the Work Order, NTP, and Contractor's invoice for the Work, including receipts for any dumping fees and a Summary Report of the Work performed.

3.24 Summary Report of Work performed will be used by the City during Administrative Cost Confirmation Hearings and must include before and after photos, progress photos, and a brief narrative summarizing the Work performed by the Contractor.

3.25 Performance Standards -All Work must be performed in accordance with all applicable City, State, and Federal laws, codes, ordinances, industry standards and licensing requirements. Failure to comply with the Work Order, performance requirements, items (3.1) to (3.24) above may be cause for Contract termination pursuant to the City of San Diego General Contract Terms, and Provisions Applicable to Goods, Services, and Consultant Contracts revised January 16, 2020.

C. CITY'S ABATEMENT PROCESS.

1. **Familiarity with the City's SDMC for Abatement Process.** Contractor must become familiar with the following San Diego Municipal Code sections (SDMC's):

1.1 City's Administrative Abatement Process pursuant to SDMC, Article 2, Division 6 (Attachment 2);

1.2 Abatement of Public Hazards and Public Nuisances, Weed, Rubbish and Waste Abatement, SDMC Article 4, Division 2 (Attachment 3);

1.3 Abatement of Public Hazards and Public Nuisances, Abatement of Abandoned Properties, SDMC Article 4, Division 3 (Attachment 4).

2. **Inspection and Abatement Requirements.** Contractor shall not perform any Work until CED staff has followed the SDMC's abatement requirements, this includes the following actions by CED staff prior to Contractor's performance of a Work Order:

2.1 CED fully inspected and noticed the responsible party;

2.2 CED confirmed that responsible party's appeal period passed; and

2.3 CED recorded a Notice of Abatement Proceedings with the County

Recorder.

Contractor shall confirm with the CEC in writing that items (2.1) to (2.3) have been satisfied prior to accepting a Work Order.

Upon CED completion of the items 2.1, 2.2 and 2.3 listed above, and upon Contractor receipt of the NTP, Contractor shall proceed to abate the nuisance within the timeframe specified in the CEC approved Work Order.

3. **Administrative Cost Confirmation Hearings (Hearings).** Contractor may be required to provide testimony during Hearings, CED will provide at least one (1) week written notice of request for Contractor to give testimony at a Hearing regarding the Work performed and the costs charged to the City for that Work.

D. CONTRACTOR'S RESPONSIBILITIES.

1. Inspect and investigate the work site listed in the work order and confirm nuisance and/or dangerous conditions listed in the City's Abatement Order, determine a cost-efficient manner to fulfill the work order.

2. Safety Equipment and Requirements -All Work must be performed in such a manner as to provide maximum safety to the public and Contractor's staff, and must comply with all safety provisions and regulations, as well as all building and construction standards. This includes safety monitoring of all of Contractor's staff performing any Work.

3. Contractor is responsible for abiding by all requirements pertaining to safe work environments, including CAL OSHA, EPA, and other local, state, and federal laws. The City reserves the right to issue a Stop Work Order to the Contractor when unsafe or harmful acts are observed or reported by the public regarding to the performance of the Work.

4. As required by safety regulations, Contractor shall furnish and maintain all covers, scaffolds, fences, safety guards; take all necessary precautions when erecting fences, barricades, installing temporary lights and temporary warning signs; take all precautions necessary to protect streets, sidewalks, the abatement project Work site, control all access to the project Work site; and provide bracing and shoring as necessary to avoid accidents or collapse of structures.

5. Contractor's staff must be qualified, experienced, and physically able to do their assigned work. Equipment, tools and vehicles used by the Contractor must be in good mechanical condition and are subject to inspection and approval by the CED upon request.

6. All trucks and other equipment must comply with all applicable federal, state, and local laws. Contractor must inspect all equipment prior to deployment to each project Work site.

7. Work may be suspended by the City at any time if the City determines that proper safety precautions are not followed. Noise, dust, and waste must not create nuisances to neighboring properties at any point during abatement.

8. Contractor shall not leave the project Work site at the end of the day in a manner that can constitute a safety hazard for the public.

E. REPORTING REQUIREMENTS.

1. **Contractor Safety Plan** - Contractor must maintain a Contractor Safety Plan during all Work. The Contractor Safety Plan must be available immediately upon CEC request.

Storm Water Pollution Prevention Plan -When required, Contractor must prepare a Storm Water Pollution Prevention (SWPP) Plan in accordance with SDMC 43.0301 to SDMC 43.0312 (Attachment 5) prior to beginning Work. The SWPP must include, as a minimum, the method for protecting all storm drains and waterways adjacent to the demolition area and/or other Work areas.

2. **Daily Operational Report**-Contractor must submit a Daily Operational report to the CEC (daily) for CEC sign off. Discrepancies between the Daily Operational report and corresponding load tickets must be reconciled prior to submittal to the CEC. In addition to information shown on the Daily Operational report, Contractor must include a brief description on any significant activities or milestones occurring each day including but not limited to verbal instructions, changes, and clarifications. Contractor must include in the

Daily Operational report a description of the number of openings boarded and secured, percentage of demolition that occurred that day, including building identification and address, amount of junk, debris, and rubbish removed. Before and after photographs of all Work performed must be submitted.

3. **Summary Report and Project Invoice.** No later than Fifteen (15) calendar days from the Work Order sign-off by CED, Contractor must return the signed copy of the Work Order and Notice to Proceed (NTP) along with Contractor's invoice for each project Work site. Contractor to submit final Invoice including receipts for any dumping fees and a summary of the Work performed. Contractor must submit a Summary Report for each site. This Summary Report will be used by the City for Hearings and must include before and after photos, progress photos, and a brief narrative summarizing the Work performed by the Contractor.

F. ENVIRONMENTAL PROTECTION SPECIFICATIONS. For the purposes of this Work, environmental protection is defined as the retention of the environment in its natural state to the greatest possible extent during Work. Environmental protection requires consideration of air quality, water, land, and involves noise and solid waste management, as well as other pollutants.

1. Contractor shall comply with any environmental laws, regulations, conditions or instructions during the performance of any Work under this contract as incorporated in the City's Terms and Conditions. Contractor shall use all reasonable means available to protect the environment and natural resources and where damage occurs. Contractor must be liable to restore the damaged premises.

2. Contractor shall not remove or disturb any historical, archeological, architectural or other cultural artifact, relic, remains or objects. All items having any apparent historical or archaeological interests which are discovered during the abatement must be carefully preserved. Contractor shall leave the archaeological find undisturbed and immediately report the find to the CEC so that the proper authorities may be notified.

3. Contractor shall exercise due diligence in the protection of all property (except those buildings identified for demolition) and any damaged or destroyed property must be promptly restored or replaced in a condition or amount satisfactory to CED staff.

4. Contractor shall not pollute any public waters with any hazardous waste materials including but not limited to fuels, oils, bitumen, calcium chloride, acids, insecticides, herbicides, or other harmful materials. Contractor shall comply with all applicable Federal, State, County, and Municipal laws concerning pollution in accordance with the storm water pollution regulations and Best Management Practices (BMPs).

5. Contractor shall dispose of any hazardous materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., in accordance with all federal, state and local laws; transportation and disposal of such items must be coordinated through CED staff.

G. ABATEMENT WORK SPECIFICATIONS.

1. NEWS RACK REMOVAL.

1.1 News rack removal consists of: removing the news rack from the sidewalk; removing the anchors and washers from the hole; cleaning the cavity from dust and debris, including loose gravel and cement; filling the cavity with high strength epoxy or grout or concrete to match the elevation of the sidewalk surface; avoiding potential depressions by taking into account shrinkage and settlement of the new material; ensuring the sidewalk surface is smooth, level and even to match existing surface, free from any protrusions or depressions.

1.2 CED will notify the Contractor of news racks requiring removal and will provide a Work Order to the Contractor listing the location of newspaper racks, the publication name of the newspaper racks, the description, and serial number, if applicable, of newspaper racks designated for removal. To assist the Contractor with identification of news racks designated for removal, City staff will place a red dot on the upper back side of news rack.

1.3 Contractor shall be responsible for the removal and legal disposal of news racks and all the contents from the news racks including flyers, newspapers, magazines and litter within five (5) days from receipt from Contractor of removal request from DSD/CED.

1.4 After removal of the news racks, Contractor shall restore the sidewalk, or other surface, to a safe condition by removing any extensions, patching holes, and taking any other measures that may be required by working in the public right of way.

1.5 In addition to the news racks being removed, all the contents from the news racks including newspapers, magazines, and money must be transported to the City storage site.

2. BOARD AND SECURE OF ABANDONED, DANGEROUS AND/OR UNSAFE STRUCTURES.

2.1 Contractor must become familiar with the City's Standards for Boarding Vacant Structure (Attachment 6).

2.2 Contractor shall board up and secure all exterior openings in the buildings, including, but not limited to: any openings, windows, doors, skylights, attic, and

under- floor or roof access openings; all openings that can be entered, or through which incendiary devices can be thrown, must be secured in accordance with City Standards for Boarding Vacant Structure, as mentioned above.

2.3 Metal, wood, or other projections less than 32" above grade shall be removed. All unsecured exterior doors, windows, and openings must be secured with 1/2" exterior grade plywood to fit molding stops. Wood stock of 2" x 4" must be mounted to plywood with 3/8" minimum carriage bolt mated with nut and a flat washer. The 2" x 4" wood stock must extend past the frame or opening for a minimum of 8" on the inside of the wall. Bolt and mating hardware must be galvanized, or cadmium plated.

2.4 Contractor shall paint boarded surfaces the predominate color of the structures' exterior surface.

2.5 Barricading of unusual sized doors, windows or openings shall be performed as directed by CED staff.

2.6 Deviations from City's Standards will *not* be authorized.

3. FENCING.

3.1 When required, fences shall be either 3' or 6' in height (determination will be made by CED staff and will be included in the Work Order) with new chain-link of a minimum of 11-1/2 gauge wire. Fence posts must be a minimum 1-5/8" diameter and must be driven into the ground to a depth of 24". The fence shall be installed to reasonably secure the site from unauthorized entry.

3.2 If a gate is installed and/or needs to be secured, a heavy-duty combination padlock must be used, CED staff will provide the combination to Contractor confirmation of the combination is to be delivered to the CED staff.

3.3 Upon completion of the Work, all barricade and fence material shall become property of the parcel's owner on record.

4. VEGETATION.

4.1 All vegetation over four (4) inches high shall be cut, removed and properly disposed of.

4.2 Removal of growing trees and shrubs is generally not required; however, some tree and shrub pruning may be necessary if access to the property or public right- of-way is obstructed.

5. EXISTING RETAINING WALLS. All retaining walls constructed for the retention of earth shall remain in place, unless otherwise specified by CED staff.

6. RUBBISH AND SOLID WASTE REMOVAL.

6.1 Contractor shall remove and properly dispose of all rubbish and solid waste materials including, but not limited to construction and demolition debris, trash, litter, furnishings, metal parts, vehicle or boat and their parts, dead, cut or uprooted trees and other vegetation on the premises specified for removal by CED staff.

6.2 Contractor shall not remove liquid waste, or hazardous materials without prior coordination with CED, and Environmental Services Department staff.

7. EARTHWORK.

7.1 Contractor may be required to fill open pits, holes or excavations to bring such area up to grade level of the lot.

8. SITE DRAINAGE. Any specified backfilling of basements, cellars or any other such excavation shall be performed in a manner that will prevent ponding of surface water and will not materially affect the natural drainage pattern of the surrounding premises. The CEC will notify Contractor of any required site drainage and will negotiate with Contractor on the number of labor hours required. Upon NTP being provided to Contractor to proceed with Work, Contractor may invoice the City for site drainage Work at Bidder's Extraordinary Labor Rate.

9. DUST CONTROL. Water sprinkling must be required on all Work raising dust. Contractor must include in Estimate the cost for providing any required dust control measures.

10. DEMOLITION WORK.

10.1 NTP is required prior to the start of all demolition work; all required permits must be obtained by the Contractor prior to demolition work; demolition must not begin under any circumstances without a representative of the CED present at the site.

10.2 Contractor must provide all permits, labor, materials and equipment necessary for the demolition of the structure(s).

10.3 Contractor's staff must not enter the structure(s) except in the process of performing the Work. No explosives will be permitted for demolition. The City does not guarantee the condition of the properties prior to demolition.

10.4 Contractor must document the current conditions of all roadways, sidewalks and all structures to remain in the demolition area. CED staff must be present during this inspection. Contractor must provide photographic and/or video documentation of the conditions observed. The completed documentation must be submitted to the City prior to beginning the Work. Prior to demolition of each structure, the Contractor must investigate the Work and determine the best method to perform the Work while observing all applicable regulations of the SDMC.

10.5 Contractor must check the structure(s) prior to demolition and confirm that the properties are completely vacated.

10.6 Demolition Work includes capping and plugging of utilities. Contractor is responsible for the disconnection of all utilities, plugging of sewer taps, and connection to septic tanks. Disconnection of all utilities must be coordinated by the Contractor with the appropriate local service providers. Contractor must contact the local utility companies prior to commencing Work to coordinate termination of gas, water, electric, phone, cable TV, and any other utility services to the nearest acceptable point. Sewer taps must be plugged with screw type expanding plug inserts or other means approved by the local sewer authority, to prevent intrusion of ground water into the existing sewer system. Septic tanks encountered must be left in place.

10.7 Contractor must take care and ensure that damage does not occur to any septic tanks.

10.8 Contractor is responsible for ensuring traffic safety in all work areas and obtaining a traffic control permit if required. Flag persons, temporary signage, or other approved means must be provided by the Contractor as needed. Prior to the start of demolition of each structure, Contractor must enclose the demolition site with a temporary safety fence. The temporary safety fence shall remain until all demolition Work within the Work area is completed and approved by the City. Gates and heavy-duty combination locks shall be included for Contractor operations. Contractor shall install warning signs to alert and protect the public from demolition activities. The safety fence shall be at least six (6) feet high. The temporary fence shall be installed in a manner to withstand normal weather conditions. Contractor is responsible for maintaining the temporary fence during demolition. Contractor shall remove the temporary fence from the Work site upon completion of the project and replace with a permanent fence when directed by CED staff.

10.9 Dust Control Measures or water sprinkling must be used to control dust during demolition work. The amount of dust resulting from demolition must be controlled to prevent the spread of dust to occupied areas near the demolition site and to avoid creation of a nuisance in the surrounding area. Use of water must not be allowed to create or contribute to hazardous or objectionable conditions such as storm water issues, flooding and pollution.

10.10 Contractor is responsible for the complete demolition and removal of all structures listed in the Work Order to the existing grade and/or as directed by CED staff. All demolition debris must be taken to the designated dumpsites. Truck drivers must initial the loading tickets at the loading site and again when the debris is dumped. Load tickets must include the respective building number and Work Order from which the debris was generated. Any basements or crawl spaces must be filled and graded to a uniform slope to eliminate vertical drops. The backfill must be clean, uncontaminated soil.

10.11 Contractor shall provide all permits, labor, materials and equipment necessary for the removal and disposal of the structure(s).

10.12 The demolition disposal shall consist of removing the debris generated from demolishing the identified structures and shall include: 1) examining debris 2) sorting and loading the debris; 3) hauling the eligible debris to an approved dumpsite(s). Ineligible debris shall not be loaded, hauled, or dumped under this contract.

H. WASTE RECYCLABLE MATERIALS.

1. Recyclable Materials - Contractor shall follow all applicable federal, state and local laws, ordinances and regulations by recycling materials from the project Work site(s). Contractor shall be responsible for separating recyclables from waste. Contractor shall be responsible for transporting recyclable items to a collection facility and shall retain all revenue gained from their sale. Recyclable items may include, but not be limited to, aluminum, heavy metals, glass, appliances, mattresses and other materials of salvageable value. Contractor shall furnish the CED with cubic yardage, tonnage or number of items recycled as may be needed for City record keeping purposes.

2. Appliances - Refrigerators, washers, ovens, furnaces, and window air conditioners may require additional special handling and shall be sent to a certified appliance recycler for removal of any hazardous materials components prior to recycling the metal or other valuable pieces of the appliance. Contractor shall submit information on the name and address of the certified appliance recycler they will deliver the appliances to and the various types of appliances that may be encountered.

3. Contractor is solely responsible for the cost of recyclable materials and will not invoice any recyclable material cost back to the City. Contract pays the recycler and keeps any proceeds of the recycled materials.

I. WASTE MATERIALS, HAULING, AND DISPOSAL.

1. All materials shall be disposed of at an approved dump site. Disposal must be in accordance with all federal, state, and local laws and regulations.

2. All types of debris shall be collected and transported to the designated landfill. Contractor must be responsible for managing the debris once on site. Contractor must place the debris in areas designated by the City.

3. All other demolition debris shall be collected and transported to the appropriate landfill and/or location. Disposal fees are the responsibility of the Contractor.

4. If any environmental agency has given additional approvals and has provided a written approval, the approval document should be attached.

J. INCIDENTAL OR SPOT HAZARDOUS WASTE REMOVAL. Incidental or Spot Hazardous Waste Removal related to Board and Secure and Demolition work previously described, shall not be removed by Contractor.

Contractor will determine whether hazardous materials are present, stop work, and contact CED staff immediately to coordinate and arrange removal by a licensed handler for such materials.

The following items may be encountered during an abatement and will either require special handling or a hazardous waste hauler and shall NOT be placed in the trash or handled as refuse:

1. Automotive batteries;
2. Auto parts with oils or fuels;
3. Appliances: refrigerators, washers, dryers, microwaves, window air conditioners, etc.
4. Flooring and roofing materials (potential asbestos containing materials);
5. Medical waste (including needles/syringes);
6. Light waste (including fluorescent bulbs and ballasts);
7. Consumer batteries (all types);
8. Mercury containing items (including thermometers, manometers, switches, thermostats).

The Bidder shall alert CED staff immediately if any hazardous material or regulated material is found during the abatement.

If an item or container is closed and is not spilling, leaking, smoking, or presents a fire or health and safety danger, the item can be separated and placed aside for CED staff to coordinate with the Environmental Services Department (Hazardous Materials Management Program or Lead and Asbestos Program) to either identify and/or dispose of the hazardous waste or regulated waste. Hazardous waste disposal would be accomplished by the existing Citywide Hazardous Waste Contractor.

If any item or container of hazardous materials is spilling, leaking, smoking, presents a fire, immediate health and safety danger; the Fire Department should be notified for immediate assistance.

K. POST DEMOLITION CLEANUP.

1. Upon completion of the Work specified, Contractor shall notify CED staff in writing for a final inspection of the Work. CED staff will make such inspection within three (3) working days of notification.

2. Remove all signs of temporary construction facilities, work areas, structures, foundations or temporary structures, stockpiles of excess waste materials, or any other vestiges of demolition. Except in specific cases, restoration to original contours will not be required; however, all restored areas must be smoothly and evenly dressed and sloped to drain.

3. Contractor must vacate and remove, or cause to be vacated or removed all property belonging to Contractor, any subcontractor, agent or employee. Contractor must remove from the site all equipment used in the Work.

4. Debris shall be taken off site throughout the demolition process. Contractor shall not allow debris to accumulate during demolition. The eligible debris shall be loaded into trucks and taken to appropriate landfill and/or other locations as applicable.

5. Debris and rubbish including, but not limited to, trash, metal, plastic, and glass, shall be removed from within the footprint of the structure to be demolished. Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. State and local regulations regarding hauling and disposal will apply.

6. Measurement for all eligible debris removed shall be by the cubic yard and supported by the load ticket (and weigh ticket). Load tickets must document cubic yard measurement for eligible debris.

7. Load Tickets shall be used for recording the cubic yard volume of debris removed for disposal. Load tickets must include ticket no., contract no., date, Contractor name, truck or roll off number, point of debris collection, loading departure time, dump arrival time, inspector, actual debris volume, truck driver, debris classification, and dumpsite.

8. Any cost incurred by the City in the disposal of Contractor's materials and/or additional clean up associated with the Contractor's job will be withheld from any payment due or future payments.

L. REQUIRED DOCUMENTATION. Electronic copies of all documents, correspondence and data prepared, provided and/or collected as a part of Work covered by this contract becomes the property of City and must be provided upon written request. Contractor may retain copies of all such materials to document their participation in this contract.

Contractor shall maintain all proper documentation for the Work. The documentation shall include all required notices, authorizations, dates the Work was performed, charges accrued by the property owner for Work performed, and photographs of the parcel taken before, during and after the abatement. Contractor shall take before and after photos of all Work performed including boarded windows and door openings. A photo of each phase of the project shall be documented including a photo of each loaded dumpster, truck or other

container prior to removal from the site; the photos shall be submitted invoice to the CED Program Manager. Contractor shall also submit copies of all landfill receipts with invoice for all material disposed of at a landfill.

M. COMMENCEMENT AND COMPLETION OF WORK. Unless otherwise approved by the CEC, Contractor shall commence Work within five (5) business days from the NTP. Contractor shall not change the scheduled project start date without prior written approval from the CEC. Contractor shall complete the Work within ten (10) days of receiving notice to proceed unless otherwise authorized by the CEC. Contractor is not authorized to perform work without an approved NTP, work performed without NTP will not be compensated.

In the event of inclement weather, necessary or unavoidable acts or delays of the City, riot, war, insurrections, pestilence, pandemic, acts of public authorities, lightning, fire, earthquakes, or through default of other parties under contract with the City, the completion date may be extended at the sole discretion of the City.

If, for any reason, a scheduled project is canceled by the CED within twenty-four (24) hours prior to the start date, and there is no other project pending to replace the canceled project, the Contractor shall be eligible for a mobilization fee, based on a percentage of the project estimate as follows:

1. 0.00% \$100-\$1,000
2. 1.00% \$1,001-\$5,000
3. 1.50% \$5,001-\$10,000
4. 1.75% \$10,001-\$20,000
5. 2.00% \$20,001-\$30,000+

N. PAYMENT. To receive payment, Contractor is required to submit the project's Summary Report and invoices to the CEC at City of San Diego, Development Services Department, 1222 First Avenue, San Diego, CA 92101. Invoices will not be paid until the Summary Report and all documentation has been provided by Contractor and approved by the CEC.

The City may, at its sole discretion, may withhold payment for reasons including, but not limited to the following:

1. Unsatisfactory job performance or progress;
2. Defective work;
3. Disputed work;
4. Unauthorized work (no NTP)

Failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause may cause to withhold Final payment, less any offsets or deductions authorized hereunder or by law, must be made within thirty (30) days of the certification of completion of the project by the

City's authorized agent provided the Contractor has completed filing of all contractually required documents, and certifications with the City's authorized agent including acceptable evidence of the satisfaction of all claims or liens.

The final cost of the abatement project must not exceed 115% of the original estimate. If there is a possibility that the costs will exceed the original estimate plus additional 15%, the Contractor must inform the CEC of the circumstances for the increase and obtain written approval to exceed the originally approved amount and continue the abatement work.

O. TERMINATION OF CONTRACT. This contract may be terminated pursuant to Exhibit C, Article IV of the City of San Diego Terms and Provisions Applicable to Goods, Services, and Consultant Contracts revised January 16, 2020.

P. DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS.

1. Work which does not comply with the requirements of the Work will not be accepted. The Contractor must take corrective action to remedy any deficiencies discovered before City's final acceptance of the Work.

2. When the Contractor's Work does not conform to the Contract requirements completely, a deficiency exists.

3. If the deficiency is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

4. Corrective Actions -if deficiencies are identified, the City must correct them using one, or in some cases a combination of, the following:

4.1 Stop Unsafe Work-The City's authorized agent may immediately stop work on that portion of the work affected by a safety hazard, until it is corrected.

4.2 Issue a Stop Work Order - if the City's authorized agent determines the deficiency is serious; the City can issue a Stop Work Order.

4.3 The City may discuss corrective actions with the Contractor to prevent future occurrences.

Q. CONTRACT MODIFICATIONS. At any time during this contract, the City reserves the right to increase or decrease task frequencies for this Site to be maintained under the provisions of this contract at the one-time cost for the specified task(s) that is in effect at the time of such election. The City also reserves the right to add or delete site(s) as it deems necessary, and to modify tasks as required.

This Exhibit B may only be modified by the Purchasing Agent and shall be confirmed in writing prior to implementation. Any contract modifications which are not approved by the Purchasing Agent will be considered unauthorized and shall not obligate the City to pay for said services.

R. SUBCONTRACTORS. The Contractor shall not subcontract any portion of this

contract to any party without pre- authorized written approval from the Technical Representative, or designee. San Diego Municipal Code section 22.4210(c), part of the City's Living Wage Ordinance, requires the Contractor to use its own employees to perform at least 50 percent of the work described in this contract.

S. NON-INTERFERENCE WITH CITY OPERATIONS. Contractor shall require its employees and agents to comply with all City rules and regulations while at the Site or on adjacent City property. Contractor shall acquaint itself with conditions at the Site so as not to interfere with City operations. Contractor shall not stop, delay, or interfere with City work schedule(s) or operations without the prior approval of the CEC. Contractor shall be entirely responsible for working in harmony with any other contractors at the Site (i.e. City staff, City's environmental contractor and Contractor's staff).

T. ADDITIONAL INSURANCE. Contractor shall not begin any performance under the contract until it has provided the City with evidence of the following insurance coverage, in excess to the coverage required under Section 7.2 of the General Contract Terms and Provisions Applicable to Goods, Service, and Consultant Contracts, revised January 16, 2020.

1. Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

U. TECHNICAL REPRESENTATIVE. The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract. The Technical Representative will provide daily oversight of this Contract to ensure compliance to the scope of work and/or performance to Contract specifications. The Technical Representative is also responsible for oversight of all the invoice payments and billing questions for purchase orders issues under this Contract. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent. The City may identify a new Technical Representative to fulfill obligations of the Technical Representative set forth in this contract by providing Contractor with the name and contact information of that individual in writing.

V. SURETY BOND. Prior to the execution of the contract, the Contractor shall furnish the City with a surety bond executed in accordance with Section 8.1 of the General Contract Terms and Provisions, revised January 16, 2020. The Bond shall guarantee Contractor's faithful performance of the contract and assure payment to contractors, subcontractors, and

to persons furnishing services under the contract.

W. EXTRAORDINARY LABOR. The Contractor may be called upon to provide extra service under this contract (at fully burdened labor rates, see Pricing page) for work not identified but within the scope of Contractor's license. No extra services shall be performed without specific written authorization and instructions from the Technical Representative or designee. Any additional services performed without written authorization shall be considered unauthorized and shall not obligate the City to pay for such services. Extra services shall be in accordance with the Pricing pages of this solicitation, listed separately on acceptable invoices to the City with a copy of the written authorization attached. No travel time shall be charged.

X. PRICING PAGE(S).

1. Pricing, City's Estimated Need. It is the intent of the City to award the ITB in total to a single contractor.

Unit prices shall be based on the unit of measure (u/m) as specified on the pricing page(s). Any changes to the unit of measure made by the Contractor may be cause for the item to be rejected as non-responsive.

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2. Pricing Page

Calculation: * “Estimated Annual Price” = “Estimated Annual Quantity” X “Unit Price”

Item	Estimated Annual Quantity.	U/M	Description	Unit Price	Estimated Annual Price*
1.	25	EA	Removal of News Racks.	\$ 35 per news rack.	\$ 875
2.	26,000	SQ FT	Barricade openings, board and secure.	\$ 4.95 per sq. ft.	\$ 128,700
3.	10,000	CU YD	Removal of weeds, litter, rubbish, debris, and solid waste materials.	\$ 139.75 per cu. yd.	\$ 1,397,500
4.	3,000	LIN FT	Installation of 6' high chain-link fence.	\$ 18.25 per lin. ft.	\$ 54,750
5.	15,000	SQ FT	Demolition	\$ 14.60 per sq. ft.	\$ 219,000
6.	500	CU YD	Earthwork	\$ 150 per cu. yd.	\$ 75,000
7.	500	HR	Extraordinary Labor – (fully burdened labor rates) for work not identified but within the scope of Contractor’s license.	\$ 88 per hr.	\$ 44,000
8.	500	HR	Storm Water Best Management Practices Time/Labor. (See Attachment 5)	\$ 88 per hr.	\$ 44,000
9.	1,000	LIN. FT	Best Management Practices – Material. (See Attachment 5)	\$ 2.25 per lin. ft.	\$ 2,250
10.	50	HR	Testifying during Administrative Hearings	\$ 95 per hr.	\$ 4,750
11.	1,000	SQ FT	Graffiti removal	\$ 2.25 per sq. ft.	\$ 2,250
TOTAL:					\$ 1,973,075

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' 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."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.


6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

C. Highest Wage Rate Applies. Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

**ATTACHMENT 1
ITB 10089711-21-L**

	<p>PERMIT INSTRUCTION, PROCEDURES FOR</p> <p>Building Demolition/Removal</p> <p>City of San Diego Development Services Department</p>	<p>INFORMATION BULLETIN</p> <p>710</p> <p>July 2020</p>
	<p align="center">Permission to Utilize Your Property to Perform a Variety of Drills</p> <p>You are applying for a demolition permit to clear a building off your property. The San Diego Fire-Rescue Department is requesting your permission to utilize your property to perform a variety of training drills just prior to the building being destroyed.</p> <p>We will only conduct these drills after a release of liability agreement is signed between you (the property owner) and the San Diego Fire-Rescue Department; this agreement is for your protection.</p> <p>We will also require a copy of the Demolition/Removal Permit and Hazard Abatement Release prior to any training being conducted.</p> <p>For additional questions you may have, please contact the San Diego Fire Rescue Department at (619) 533-4300 and request to speak to the Operations Support Captain.</p>	<p align="center">Documents referenced in this Information Bulletin</p> <ul style="list-style-type: none"> • California Building Code, (CBC) • San Diego Municipal Code, (SDMC) • Stormwater Standards Manual • Information Bulletin 177, How to Obtain a Public Right-of-Way Permit for Traffic Control • Information Bulletin 580, Potential Historical Resources Review • Information Bulletin 581, Designated Historical Resources Review • Information Bulletin 711, Relocation of Structures • Uncontrolled Embankment Maintenance Agreement, DS-265 • General Application, DS-3032 • Owner-Builder Verification, DS-3042 • San Diego Regional Hazardous Materials Questionnaire, HM-9171 • Waste Management Form for Construction & Demolition Debris, ES-008 • Request for Building & Demolition/Removal Permit Extension, DS-117
<p>This Information Bulletin is provided to implement the Demolition/Removal Permit Procedures contained in Chapter 12, Article 9, Division 5, of the San Diego Municipal Code (SDMC). Demolition/Removal Permit applications are reviewed for compliance with the minimum standards necessary to safeguard public health, safety, and welfare. The intent of these procedures is to protect the public against personal injury or property damage and to ensure completion of the demolition or removal and cleanup of the site.</p>		<p>site contains a designated Historical Resource structure(s) or is located in a designated historical district, in accordance with SDMC Section 143.0210 (d) and 143.0211; or when a discretionary permit has been previously issued requiring implementation of a Mitigation Monitoring and Reporting Program for Historical Resources.</p>
<p>I. WHEN IS A PERMIT REQUIRED</p> <p>Demolition/Removal Permit is required for the complete demolition and/or removal of any structure (see SDMC Section 129.0503 for Demolition/Removal Permit Exemptions). All open plumbing and sewer lines must be capped in an approved manner whether a demolition permit is required or not. A separate permit is not required for the capping of the sewer.</p>		<p><i>Demolition permits will not be issued on a property where a development permit (Neighborhood Use Permit, Neighborhood Development Permit, Conditional Use Permit, Variance, Coastal Development Permit, Site Development Permit, or Planned Development Permit) is also being processed by the City until a decision has been made by the appropriate decision maker in accordance with the Land Development Code.</i></p>
<p>Exemptions from a permit do not apply if the</p>		<p>A Demolition/Removal Permit is not required to demolish part of a structure. Partial demolition will require a Building Permit in accordance with Chapter 12, Article 9, Division 2 of the SDMC.</p>

Visit our web site at www.sandiego.gov/development-services.
Upon request, this information is available in alternative formats for persons with disabilities.
DSD-710 (07-2020)

ATTACHMENT 1 ITB 10089711-21-L

Section II, Table 1

Structure to be Demolished/ Removed		Submittal Requirements							
		A Application Package	B Historical Resource Information	C Waste Management Form	D SD Regional Haz. Mat. Questionnaire	E SDG&E Certification of	F Site Plan	G UEMA or Soils Compaction	H Storm Water Submittal
Building	Residential	R	R	R ⁴	R ¹	R	R ²	-	R ³
	Non-Residential	R	R	R ⁴	R	R	R ²	-	R ³
Pool ≤ 5' Deep	Residential	R	R	-	R ¹	-	R ²	-	-
	Non-Residential	R	R	-	R	-	R ²	-	-
Pool > 5' Deep	Residential	R	R	-	R ¹	-	R ²	R	-
	Non-Residential	R	R	-	R	-	R ²	R	-

Legend: R = Required - = Not Required

¹ Required for residential buildings when there is more than one building on the property (excluding garages and small outbuildings) and residential buildings with more than four dwelling units.

² Required for Downtown Community Plan Area, Historic Potential and/or Historic Designated, project sites greater than one acre, and Wireless Communication Sites.

³ Construction Storm Water Best Management Practices must be applied at all construction sites. Further storm water review is required for sites containing one acre or more (See Section II.H.).

⁴ Required for demolition of structure(s) only, not required for removal of structures to a temporary or new permanent site (See Information Bulletin 711 for Relocation of Structures).

II. SUBMITTAL REQUIREMENTS

The Submittal Matrix and Minimum Submittal Requirements Checklist found in Section II., Table 1 identifies the forms, documents, plans that are required for all Demolition/Removal Permits.

A. Application Package

Demolition/Removal permits require the completion of:

1. General Application (DS-3032)
2. Demolition/Removal Questionnaire (at end of this Information Bulletin)

Note: A contractor with an A or a C-21 class license may obtain a demolition permit. A contractor with a B-1 class license may obtain a demolition/removal permit if that contractor's name appears on a current construction permit for the site. An owner-builder may also obtain a permit.

B. Historical Resource Information

Required for all demolition/removal, see below in Section II, Table 2 for required documents.

Section II, Table 2

Historical Resource Information			
Site	Building Record	Photos	Site Plan
All structures are less than 45 years	R ¹	-	-
Any structure is 45 years old	See Information Bulletin 580 for Supplemental Requirements		
Designated Historic Resource or within a Historic District	See Information Bulletin 580 for Supplemental Requirements		

¹ Please call the County of San Diego Assessor's Office at (858) 505-6262 to verify the location where the Building Record is kept. If the Building Record is inconclusive or unclear, the project will need to be submitted for Potential Historic Review.

C. Waste Management Form

Not required for demolition of pools or for structures to be removed. A refundable C&D Debris Recycling Deposit may be required at permit issuance and is collected on behalf of the Environmental Services Department. The purpose of the deposit is to encourage diversion of construction and demolition debris from our local landfills and to ensure they get recycled by recycling, reusing or donating usable materials. The deposit schedule is listed on the [Construction and Demolition \(C&D\) Debris Recycling Fact Sheet](#) posted on the Environmental Services Department web site. If a C&D Deposit is required a completed [Waste Management Form - Part I](#) must be provided.

D. San Diego Regional Hazardous Materials Questionnaire

Required for all demolition/removal, except as noted below. A San Diego Regional Hazardous Materials Questionnaire ([HM-9171](#)) is required for all Demolition/Removal Permits; however, most residences and swimming pools accessory to these residences are exempt and do not require a HM-9171. Residencies that require a HM-9171 include more than one residential building on the property (excluding garages and small outbuildings) and residential single buildings with more than four dwelling units.

A notification form can be obtained at the [APCD](#) website or by contacting the APCD, (858) 586-2660.

E. Certificate of Discontinuance

Not required for all demolition/removal of pools. A Certificate of Discontinuance of Service for each building to be demolished is required from San Diego Gas & Electric (SDG&E). Please call SDG&E project management office, (619) 230-7800.

F. Site Plan

Projects proposing demolition of structures on a site greater than one acre, containing any structure 45 years or

older (See Information Bulletin 580), containing a designated historic resource or located within a historic district (See Information Bulletin 581), Wireless Communication Sites, and/or within the Downtown Community Plan area require a demolition site plan. Demolition permits within the Downtown Community Plan are reviewed for compliance with the Downtown Community Plan FEIR Mitigation Monitoring and Reporting Program [MMRP].

The site plan must be drawn to scale, include the property lines, legal description, location and dimension of all buildings and site features to be removed/remain (e.g., parking lot, fence, or any other structures) and limit of work demarcation.

G. Uncontrolled Embankment Agreement (DS-265) or Soils Compaction Report

Not required for demolition/removal of buildings. For demolition of a swimming pool greater than five (5) feet in depth, either an Uncontrolled Embankment Agreement (UEMA) or final soils compaction report is required. A **UEMA** is required when the fill is not compacted, tested and approved by a civil engineer, or the debris is buried in the excavation. An exhibit showing the location of the old swimming pool and fill area must be included, along with a properly executed UEMA, for review and approval. The final executed agreement shall then be recorded with the County Recorder's office. Future use of the site and disclosure requirements should be carefully considered prior to choosing this option. New construction on the site may be hampered by the debris and soil settlement could result within the fill area. If the fill is compacted, an UEMA will not be required; however, a final **soils compaction report** prepared by a licensed geotechnical or civil engineer must be submitted to the Building Inspector prior to completion of the demolition permit.

H. Storm Water Requirements

Demolition/Removal projects are required to implement effective Storm Water *Best Management Practices* (BMPs) to eliminate discharge of pollutants to the storm drain conveyance system and to receiving water bodies.

If the demolition involves excavation or grading that results in *ground disturbance*, (defined as area where vegetation, topsoil, or overburden has been removed, or where topsoil, spoil, and processed waste has been placed, including landscaping) *associated with a project of one acre or greater*, the project is subject to the State Construction General Permit and is required to prepare a **Storm Water Pollution Prevention Plan** and obtain a **Notice of Intent from the State Water Board** prior to issuance of a demolition permit.

It is the responsibility of the property owner or his/her designee (contractor) to select, install, and maintain appropriate BMPs, and maintain the BMPs, during demolition and after all work is completed. A list of construction BMPs is provided for reference in [Part 2, Chapter 5, of the City of San Diego Storm Water Standards Manual](#). BMPs must be installed in accordance with an industry recommended standard or in accordance with the requirements of the Construction General Permit (CGP). More information about BMPs is provided in statewide storm water BMP manuals (e.g., the California Storm Water Quality Association [CASQA] Construction BMP Online Handbook, and the Caltrans Construction Site BMP Manual).

III. REQUIRED NOTIFICATIONS AND APPROVALS

In addition to the submittal requirements above, you may need the following items in order to obtain your Demolition Permit.

A. Coastal Approval

For structures located in the Coastal Zone, approval from City of San Diego Development Services or from the State of California Coastal Commission is required. To determine the coastal jurisdiction and research zoning and property information visit the

[Zoning and Parcel Information Portal \(ZAPP\)](#).

This online service helps users conveniently access real-time information from their computer or mobile device 24 hours a day, seven days a week.

B. San Diego Unified Port District

A Project Approval from the Port District is required for demolition or removal of structures located within the Port District jurisdiction. The project approval must include the Port District Permit number and the Coastal Development Permit number. Contact the Port District, (619) 686-6291.

C. Buildings with Underground Fuel Tanks

A Demolition Permit is not required for the removal of underground fuel tanks; however, a permit is required from the [San Diego Fire-Rescue Department](#), (619) 533-4477. Additionally, a permit is required from County of San Diego [Department of Environmental Health](#), (858) 505-6700. A separate Grading Permit issued by the City of San Diego may also be required (see below). **Note:** If the tank removal is to install new tanks to replace the existing tanks, a grading permit is not required.

D. Grading Permit

A separate Grading Permit will be required prior to the issuance of a Demolition Permit when the demolition of buildings or structures result in a slope of 5-feet or greater; fill exceeding 5-feet in depth (except the filling of swimming pools); ground disturbance of one acre or greater; or meets any of the conditions listed in SDMC Section 129.0602.

E. Buildings with Wells or Septic Tanks

An inspection is required from the County of San Diego Department of Environmental Health for demolition of any building on property which has a well or septic tank. Contact the County of San Diego [Department of Environmental Health](#), (858) 505-6700.

F. Traffic Control Permit

Protection for pedestrians may be required before demolition can begin. This protection shall be in accordance with section 3306 of the California Building

Code. A traffic control permit is required when erecting barricades and pedestrian protection in the public right-of-way. See Information Bulletin 177 "How to Obtain a Right-of-Way Permit for Traffic Control."

G. Electrical or Gas Welding or Gas Cutting

Shall require a permit issued by the City of San Diego Fire Marshall and shall comply with Chapter 26 of the California Fire Code.

H. Single Room Occupancy (SRO) Hotel Regulations

The San Diego Housing Commission or successor agency, as the agency responsible for administering the SRO hotel regulations, shall review each application for a permit to demolish or convert a hotel to identify any SRO hotel or SRO hotel room that is not exempt from regulations under SDMC Section 143.0520. Contact the [San Diego Housing Commission](http://www.sandiego.gov/housing), (619) 231-9400.

IV. DEMOLITION REMOVAL FEES

These fees are charged to cover the costs of the review of a building demolition/removal to ensure compliance with applicable City of San Diego regulations. These fees also cover the pre-demolition inspection when required, and the inspection to ensure the lot clean-up, sewer cap and utility disconnects after the building/structure is demolished or removed.

The following fees/deposits are paid at the time the Demolition Permit is issued.

A. Plan Check and Inspection Fee

Plan Check Fee..... \$208.87
Inspection Fee..... \$245.19
Historic Review\$199.80/hour

B. Records Fee

Records Fee - No Plan/Other.....\$21.26

C. Lead Hazard Prevention Fee

This fee is collected on behalf of the Environmental Services Department for demolition of any structure built before 1979. The purpose of the fee is to meet operational expenses associated with education, outreach and enforcement of the Lead Hazard Prevention and Control Ordinance

(City Council Resolution R-303490).

Renovation or demolition work impacting lead-based painted surfaces can generate dangerous levels of lead dust and soil contamination. Children are most at risk for lead poisoning and can be exposed to the dust and soil contamination long after the work has been completed. Workers can expose their own children to lead hazards by tracking contaminated dust and soil from the worksite into their own cars and homes. Studies have shown that even low levels of lead can cause damage to the brain, the central nervous system, the kidneys, cause behavioral problems and loss of I.Q. There is no medical treatment to reverse the damaging health effects of lead. Sections 54.1005-54.1006 of the San Diego Municipal Code describes the lead safe work practices that need to be taken by anyone disturbing painted surfaces in pre-1979 structures or steel structures of any age. Visit the Lead-Safety and Healthy Homes Program webpage at www.sdhealthyhomes.org for more information.

Lead Hazard Prevention Fee..... \$31.00

D. Construction & Demolition (C&D) Debris Recycling Deposit

A refundable C&D Debris Recycling Deposit may be required at permit issuance and is collected on behalf of the Environmental Services Department.

V. SUBMITTAL INSTRUCTIONS

All forms, documents and applications are now submitted electronically. Visit the Development Services Department website at sandiego.gov/DSD to create an account and begin the submittal process. A detailed [User Guide](#) is also available.

VI. PERMIT EXPIRATION

The permit will become void if the work authorized and required has not begun within 60 calendar days of the permit issuance and has not been validated by an inspection (SMDC 129.0508). Also, the permit will expire if the work authorized is not completed within 120 days (SDMC 129.0509). One 60 day extension may be granted if work is delayed for reasons beyond the permittee's control (SDMC 129.0510).

To apply for an extension, complete and send Request for Building & Demolition/Removal Permit Extension (DS-117) to DSDPermitExtend@sandiego.gov.

VII. INSPECTIONS

A. Construction Storm Water BMP

Effective construction storm water BMPs are required to be in place for projects to prevent the discharge of pollutants from entering the storm water conveyance system. BMPs must address entrances/exits, perimeter controls, inlets, general house-keeping, erosion/sediment controls, and washouts.

Failure to implement proper BMPs may result in one or more of the following enforcement actions depending on the severity of the storm water violation.

An inspection for construction storm water BMPs will be scheduled upon issuance of the Demolition/Removal Permit.

1. Correction Notice (DS-3):

Issued for each storm water violation. Multiple notices may result in further enforcement action.

2. Re-Inspection Fees:

Multiple or egregious violations may be assessed for re-inspection fees, which are required to be paid in full before inspections can continue.

3. No Further Inspections:

Inspections will become unavailable until all proper BMPs are implemented.

4. Stop Work Warning Letter:

Multiple or Stop Work Warning Letter. This would lead to a Stop Work Order if violations are not corrected within an established time frame. The case will be referred to the City Attorney's Office.

5. Administrative Citation:

May be issued in the amount of \$500 or \$1,000 for projects with multiple violations, or when there is a non-recoverable discharge that enters into a sensitive water body, drain inlet, or other water-course.

6. Civil Penalty & Order:

May be issued in the amount of up to \$10,000/day per violation for projects with a total disregard for previously issued Administrative Citations or severe violations.

7. Stop Work Order:

Projects with multiple or egregious violations may be issued a Stop Work Order authorized by the City Attorney's Office.

B. Sewer Cap

The sewer line must be capped on private property within 5 feet of the property line. An approved no-hub, clamp-type coupling with cap, or other approved capping device, is required. Concrete fill is not acceptable. The sewer cap must be left exposed for inspection.

C. Debris Removal

All construction debris must be removed from the site.

D. Utilities Lines

All gas and electric lines must be disconnected and removed.

Building Demolition/Removal Questionnaire

This questionnaire shall be used when applying for a Building Demolition/Removal Permit. A completed [General Application \(DS-3032\)](#) shall also be provided. A [Supplemental General Application \(DS-3032A\)](#) may be used when all information on the General Application (DS-3032) is the same and that information applies to all addresses in the project. Otherwise, a separate form shall be provided for each building.

Buildings and structures which have been legally permitted, constructed and passed final inspection are eligible to utilize this application. The types of work which are eligible is defined in [Information Bulletin 710: Building Demolition/Removal](#).

GENERAL PROJECT INFORMATION

Project Address/Location *Include Building or Suite No.*

Legal Description *Lot, Block, Subdivision Name & Map Number*

Assessor's Parcel Number *APN*

Lot Area *Square feet or acres*

Building Area *Square feet*

Depth of Pool *Feet*

Existing Use *Check all that apply*

Single Dwelling Unit Duplex Townhouse Apartment/Condo. Commercial/Non-Residential¹

¹If only Commercial/Non-Residential checked, **proceed to #1**

No. of Buildings on Lot *Exclude garages and small outbuildings*

No. of Dwelling Units

No. of Bedrooms

PROJECT DESCRIPTION

1. Removal of Structure

a. The building is being removed and relocated to a new site.

Yes No, **proceed to #2**

b. Check One:

This is a temporary site.

This is permanent site located outside the City of San Diego.

This is a permanent site located within the City of San Diego. See Project Number _____ for associated Building Permit for relocation of the structure to the new permanent site.

c. New Site Information:

Address/Location

Legal Description (Lot, Block, Subdivision Name & Map Number)

Assessor's Parcel Number (APN)

2. Multiple Dwelling Unit Structure

a. The project includes the demolition/removal of a structure containing more than four (4) dwelling units.

Yes No, **proceed to #3**

b. Each tenant who may be affected by the proposed project has been notified of the owner's intent to apply for a Demolition/Removal Permit per SDMC Section 129.0504.

Yes No

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Project Address

3. Housing Commission

- a. The structure contains efficiency units, living units, boarding units, guest rooms (hotel, motel, inn, extended stay, timeshare), or units with shared bathrooms and/or partial kitchens, or without kitchen facilities.
 Yes No
- b. Have any of the units been used, rented, or hired out, or are the units intended to be occupied or have been occupied by one or more persons as a primary residence during the last five (5) years?
 Yes No
- c. Have any of the units been occupied for periods of longer than 28 consecutive days at any time during the last five (5) years?
 Yes No

4. Grading and Storm Water Regulations

- a. The project is located on a lot area greater than one acre (43,560 square feet).
 Yes No
- b. The project includes an area of disturbance greater than one acre (43,560 square feet).
 Yes No
- c. The project² results in a slope of five (5) feet or greater and/or a fill exceeding five (5) feet in depth.
 Yes No
² Excludes demolition/removal of swimming pools.

5. Building and Dwelling Units Summary

Required for all Projects proposing demolition of 1 or more dwelling units;
 Populate the Demolition Summary Table for every building to be demolished.
 Use a separate row for each individual building.
 For buildings that do not contain dwelling units, use zero.
 For additional information regarding income Category Limits and Area Median Income (AMI), [click here](#).

Example Demolition Summary Table

Building Address	Total Number of Bedrooms	Extremely Low Income 0%-30% AMI	Very Low Income 30%-50% AMI	Low Income 50%-80% AMI	Moderate Income 80%-120% AMI	Above Moderate Income 120%+ AMI	Total Dwelling Units
Totals	18	1	1	1	0	6	9
123 Main Street	4	1	0	0	0	1	2
125 Main Street	6	0	1	0	0	2	3
127 Main Street	8	0	0	1	0	3	4

Visit our web site at www.sandiego.gov/development-services.
 Upon request, this information is available in alternative formats for persons with disabilities.
 DSD-710 (07-2020)

Article 2: Code Enforcement
Judicial and Administrative Remedies

Division 6: Administrative Abatement
(“Administrative Abatement”
added 8–10–1993 by O–17956 N.S.)

§12.0601 Declaration of Purpose

The Council finds that its purpose in adopting Divisions 6 and 7 of Article 2 of Chapter 1 is to establish a procedure for the administrative and summary abatement of public nuisances and code violations. The procedures established in these sections are in addition to any other legal remedy, criminal or civil, established by law which may be pursued to address Municipal Code or applicable state code violations. These sections govern all other nuisance abatement procedures established in other chapters of the Municipal Code unless other procedures are specifically stated to apply.
(Renumbered from Sec. 13.0302, retitled to “Declaration of Purpose” and amended 8–10–1993 by O–17956 N.S.)

§12.0602 Authority

Any condition caused, maintained or permitted to exist in violation of any provisions of the Municipal Code or applicable state codes which constitutes a public nuisance may be abated by the City pursuant to the procedures set forth in Divisions 6 and 7, Article 2 of Chapter 1.
(Renumbered from Sec. 13.0304, retitled to “Authority” and amended 8–10–1993 by O–17956 N.S.)

§12.0603 General Procedures

- (a) Abatement Notice
- (1) Whenever a Director determines that public or private property or any portion of public or private property is a public nuisance as generally defined in Section 11.0210 or as declared in a specific section of the Municipal Code or applicable state codes, an Abatement Notice may be issued to the Responsible Person to abate the public nuisance.
 - (2) The Abatement Notice shall contain a description of the property in general terms reasonably sufficient to identify the location of the property. It shall refer to Divisions 6 and 7 of Article 2, Chapter 1 of the Municipal Code or applicable state code violations which render the property a public nuisance.

Ch.	Art.	Div.	
1	2	6	1

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- (3) The Abatement Notice shall describe the action required to abate the public nuisance which may include corrections, repairs, demolition, removal, obtaining the necessary permits, vacation of tenants or other appropriate action and shall establish time frames by which each action must occur.
- (4) The Abatement Notice shall explain the consequences should the Responsible Person fail to comply with the terms of the notice.
- (5) The Abatement Notice shall state whether as part of the abatement action, an Abatement Penalty is being assessed against the Responsible Person pursuant to this Division.
- (6) The Abatement Notice shall identify all applicable hearing and appeal rights.

(b) Service of Abatement Notice

The Abatement Notice shall be served by any one of the methods of service listed in Section 11.0301 of this Code.

(c) Compliance Time Frames

The Director shall follow the compliance time frames and specified procedures for either Time Frame One or Time Frame Two depending upon whether the criteria as provided in Section 12.0604 or 12.0605 of this Division applies.

*(“General Procedures” added ((a)(b) portions previously contained in former Sec. 13.0305(a)–(c)) on 8–10–1993 by O–17956 N.S.)
(Amended 2-26-2007 by O-19579 N.S.; effective 3-28-2007.)*

§12.0604 Time Frame for Compliance: Time Frame One

- (a) Time Frame One shall require the Responsible Person to abate the public nuisance within ten (10) calendar days from the date of service of the Abatement Notice.
- (b) A Director may require the Responsible Person to abate the public nuisance within Time Frame One in any one of the following instances:
 - (1) the condition causing the public nuisance is rubbish, weeds, waste or other obstructions as described in Division 2, Article 4 of Chapter 5 of this Code; or

- (2) the condition causing the public nuisance is a vacant structure as described in Division 3, Article 4 of Chapter 5 of this Code; or
- (3) the condition causing the public nuisance is graffiti as described in Division 4, Article 4 of Chapter 5 of this Code; or
- (4) the condition causing the public nuisance is a dangerous sign as described in Section 95.0133 of this Code; or
- (5) the condition causing the public nuisance is a lead hazard as defined in Division 10, Article 4, Chapter 5 of this Code; or
- (6) the condition causing the public nuisance has been determined by a Director to be so serious or harmful that immediate abatement is required.

*(“Time Frame for Compliance: Time Frame One” added (portions previously contained in former Sec. 13.0305(e)) on 8-10-1993 by O-17956 N.S.)
(Amended 2-26-2007 by O-19579 N.S.; effective 3-28-2007.)*

§12.0605 Time Frame for Compliance: Time Frame Two

Time Frame Two shall apply to all other public nuisances not listed under Time Frame One. Time Frame Two shall require the Responsible Person to abate the public nuisance within a minimum of fourteen (14) calendar days from the date of service of the Abatement Notice. The Director may establish a longer time frame as is reasonable or necessary to complete the abatement.

*(“Time Frame for Compliance: Time Frame Two” added (portions previously contained in former Sec. 13.0305(e)-(f)) on 8-10-1993 by O-17956 N.S.)
(Amended 2-26-2007 by O-19579 N.S.; effective 3-28-2007.)*

§12.0606 Right to Appeal Under Time Frame One or Time Frame Two

- (a) The Responsible Person may appeal the Abatement Notice within ten (10) calendar days from the date of service of the Abatement Notice by filing a written request to appeal to a Director. If the Abatement Notice includes the assessment of an Abatement Penalty, the fine shall automatically be stayed and be part of the appeal.

- (b) Upon receiving a written request to appeal an Abatement Notice, a Director shall follow the procedures set forth in Division 5, Article 2 of Chapter 1 and request the City Manager to schedule a hearing to hear any objections why abatement should not be ordered and effected. If the Abatement Notice includes the assessment of an Abatement Penalty, the Enforcement Hearing Officer shall also consider evidence that is relevant to the following issues: (1) whether the Responsible Person caused or maintained a public nuisance on the dates specified in the Notice and Order; and (2) whether the amount of penalties assessed by the Director was reasonable.
- (c) Abatement shall not proceed until the Enforcement Hearing Officer issues an order, unless the Director concludes that an imminent threat to the public's health and safety exists.
- (d) If the Enforcement Hearing Officer issues an order confirming the existence of a public nuisance, the City may immediately abate the public nuisance pursuant to the procedures of this Division. The Hearing Officer's decision is the final administrative decision and shall become effective upon the date of the order.

*("Abatement of a Public Nuisance by the City" added (portions previously contained in former Sec. 13.0305(g)-(j)) on 8-10-1993 by O-17956 N.S.)
(Amended and retitled on 2-26-2007 by O-19579 N.S.; effective 3-28-2007.)*

§12.0607 Abatement Under Time Frame One and Time Frame Two

The City may abate the condition causing the public nuisance in the following circumstances:

- (a) the Responsible Person fails to abate the public nuisance as required by the Abatement Notice and an appeal has not been timely filed; or
- (b) an *Administrative Enforcement Order* has been issued confirming the existence of a public nuisance after an appeal by the Responsible Person.

(Added by renumbering portions from 12.0604 on 2-26-07 by O-19579 N.S.; effective 3-28-2007.)

§12.0608 Abatement of a Public Nuisance by the City

- (a) Once a Director follows the procedures set forth in this Division, the public nuisance may be abated by City personnel or by a private contractor.

- (b) City personnel or a private contractor can enter upon private property in a reasonable manner to abate the public nuisance as specified in the Abatement Notice or Abatement Order.
- (c) If the Responsible Person abates the public nuisance before the City performs the actual abatement pursuant to an Abatement Notice or Abatement Order, the Director may still assess all costs incurred by the City at that point against the Responsible Person pursuant to the provisions set forth in Division 3, Article 3 of Chapter 1 of this Code.
- (d) When abatement is completed, a report describing the work performed and an itemized account of the total abatement costs shall be prepared by the Director. The report shall contain the names and addresses of the Responsible Persons of each parcel, the tax assessor's parcel number and a legal description of the property.
- (e) The Director shall request the City Manager to schedule a confirmation of costs hearing pursuant to Section 13.0302 of this Chapter, unless waived in writing by all Responsible Persons.
- (f) All administrative and actual costs incurred by the City in abating the public nuisance may be assessed and recovered against the Responsible Person pursuant to the provisions set forth in Division 3, Article 3 of Chapter 1. Costs shall include, but are not limited to: staff time to investigate and document violations; laboratory, photographic, and other expenses incurred to document or establish the existence of a violation; and scheduling and processing of the administrative hearing and all related actions. Any determination that documented costs are not reasonable must be supported by written findings.

(Added by renumbering portions from 12.0606 on 2-26-07 by O-19579 N.S.; effective 3-28-2007.)

§12.0609 Abatement Penalty

- (a) In addition to recovering the costs of abatement, the Director may also assess an Abatement Penalty against the Responsible Person for creating or maintaining a public nuisance. The penalty shall be assessed pursuant to the administrative procedures provided in this section.
- (b) Each and every day the public nuisance exists constitutes a separate and distinct violation.

- (c) An Abatement Penalty may be assessed irrespective of whether the Responsible Person abates the public nuisance within the Time Frame specified in the Notice and Order of Abatement.
- (d) An Abatement Penalty may be assessed by means of a Notice and Order of Abatement issued by the Director or affirmed by an Enforcement Hearing Officer. Abatement penalties may be recovered by assessment of a Code Enforcement Lien pursuant to Division 2 of Article 3 of Chapter I or by a subsequent legal action brought by the City Attorney.
- (e) Abatement penalties for causing or maintaining a public nuisance shall be assessed at a daily rate determined by the Director or Enforcement Hearing Officer pursuant to the criteria listed in section 12.0610 of this Division. The maximum rate shall be \$2,500 per violation. The maximum amount of civil penalties shall not exceed \$200,000 per parcel or structure for any related series of violations.

(Added 2-26-2007 by O-19579 N.S.; effective 3-28-2007.)

(Amended 3-22-2018 by O-20918 N.S.; effective 4-21-2018.)

§12.0610 Determination of Abatement Penalties

- (a) In determining the initial date when abatement penalties shall accrue, the Director may consider the date when the Department first discovered the public nuisance.
- (b) The assessment of abatement penalties shall end when all action required by the Notice and Order of Abatement has been completed.
- (c) In determining the amount of the abatement penalty to be assessed on a daily rate, the Director may consider some or all of the following factors:
 - (1) The duration of the public nuisance.
 - (2) The frequency or recurrence of the public nuisance at the property.
 - (3) The nature and seriousness of the public nuisance.
 - (4) Crime statistics related to the public nuisance.

- (5) The amount of times the City may have abated the property in the past.
 - (6) The estimated cost of abatement.
 - (7) The good faith effort by the Responsible Person to abate the public nuisance.
 - (8) The economic impact of the penalty on the Responsible Person.
 - (9) The impact of the public nuisance upon the community.
 - (10) Any other factors that justice may require.
- (d) The City Manager has the authority to establish a penalty schedule for a Director to use as a guideline in determining the amount of abatement penalties in appropriate cases. The Manager shall also establish procedures for the use of this penalty schedule.
(Added 2-26-2007 by O-19579 N.S.; effective 3-28-2007.)

§12.0611 Appeal of Abatement Penalty

An appeal of an Abatement Penalty shall follow the procedures set forth in Division 5, Article 2 of Chapter 1.
(Added 2-26-2007 by O-19579 N.S.; effective 3-28-2007.)

§12.0612 Administrative Costs

A Director or Enforcement Hearing Officer is authorized to assess all reasonable costs. Costs may include, but are not limited to: staff time to investigate and document violations; laboratory, photographic, and other expenses incurred to document or establish the existence of a violation; and scheduling and processing of the administrative hearing and all actions. Any determination that documented costs are not reasonable must be supported by written findings.
(Added 2-26-2007 by O-19579 N.S.; effective 3-28-2007.)

§12.0613 Abatement Hearing

The procedures for the abatement hearing are the same as the hearing procedures set forth in Division 4 of Article 2 of Chapter 1.
(Added 2-26-2007 by O-19579 N.S.; effective 3-28-2007.)

§12.0614 Allocation of Abatement Penalty

Abatement penalties collected pursuant to this Division shall be deposited in the civil penalties fund established pursuant to Section 13.0402 of this Code.
(Added 2-26-2007 by O-19579 N.S.; effective 3-28-2007.)

ATTCHMENT 3
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Article 4: Public Hazards and Public Nuisances

Division 2: Weed, Rubbish and Waste Abatement

(“Weed and Rubbish Abatement Program”

added 1-28-1980 by O-15174 N.S.)

(Retitled to “Weed, Rubbish and Waste Abatement”

on 8-10-1993 by O-17957 N.S.)

§54.0201 Declaration of Purpose

The Council of the City of San Diego finds and declares that:

- (a) The City has a history and reputation for well-kept properties, and that the property values and the general welfare of this community are founded, in part, upon the appearance and maintenance of properties. Every person has the duty to maintain real property which is under his or her control free from weeds, rubbish and other forms of waste.
- (b) There continues to be a need for further emphasis on the maintenance of public and private property in a clean, waste free condition because numerous locations throughout the City have become sites for the collection of waste and illegal dumping.
- (c) The existence of such conditions is injurious to the public health, safety and welfare. The increased presence of litter and other forms of waste requires expenditures to protect against hazards and diminution of property values, prevent crime and preserve the public health, safety and welfare.
- (d) Unless corrective measures are taken to alleviate the existing conditions and particularly to avoid future problems in this regard, the public health, safety and general welfare and specifically the property values and social and economic standards of this community will be depreciated.
- (e) The Council further declares that its purpose in enacting the provisions in this Division is to establish procedures as authorized in Government Code Sections 39501 and 39502 to administratively abate public nuisances caused by the accumulation of weeds or waste on real property and adjacent to sidewalks and public rights-of-way throughout the City of San Diego.
- (f) The Council further declares that all weeds, waste or other obstructions found upon or in front of streets, sidewalks, and private property within the City of

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San Diego Municipal Code
(4-2006)

Chapter 5: Public Safety, Morals and Welfare

San Diego are public nuisances that adversely affect the public health, safety,
and general welfare.

*(Amended (portions previously contained in former Sec. 44.0115) and retitled
8-10-1993 by O-17957 N.S.)*

§54.0202 Definitions

The words and phrases used in this Division have the meanings set forth in this section:

“Liquid Waste” includes oil, other petroleum products, paint, chemicals and hazardous Waste or materials.

“Litter” means small quantities of Waste matter carried on or about the person including, but not limited to, beverage containers and closures, packaging wrappers, wastepaper, newspapers, magazines, or the contents of the containers, closures or wrappers.

“Littering” means the act of discarding, dropping, scattering, or disposing of Litter in a location or container which is not used for the proper disposal of Waste.

“Parking Strip” means the portion of Property between a public street and private Property.

“Plant Growth” means any flora, vegetation or herbage.

“Premises” means any real property, or improvements thereon, including that portion of any lot abutting a public street over which the City has an easement for right-of-way or utility service.

“Public Property” is any Property interest owned by, or otherwise granted to, the City of San Diego.

“Recyclable Waste Material” has the same meaning as set forth in Section 66.0102 of this Code.

“Refuse” has the same meaning as set forth in Section 66.0127 of this Code.

“Rubbish” means non-functional, nonusable or abandoned material or matter. Rubbish includes ashes, paper, cardboard, tin cans, dirt, cut brush, yard and garden clippings or trimmings, wood, glass, bedding, cloth, clothing, crockery,

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plastic, rubber by-products, litter, machinery, vehicle parts, junk and other similar items.

“Solid Waste” means refuse, Rubbish, broken concrete or asphalt, piles of rock, dirt and other noncombustible materials, and earth fill material not otherwise authorized by permit or ordinance for land development.

“Waste” means material of any nature that constitutes Rubbish, Solid Waste, Liquid Waste or Medical Waste. Waste also includes abandoned or unidentified personal property that is left unattended on public sidewalks and rights-of-way or other Public Property. Waste does not include compost piles, composting or Recyclable Material properly contained and disposed of in a timely fashion.

“Weeds” means any of the following: (1) weeds which bear seeds of a downy or wingy nature; (2) sagebrush, chaparral and any other brush or weeds which attain such large growth as to become a fire menace when dry; (3) poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health, and weeds that are otherwise noxious or dangerous; or (4) dry grass, stubble, brush, or other flammable material which endangers the public safety by creating a fire hazard.

“Vectors” mean rodents, flies and mosquitos capable of transmitting disease to humans.

(Amended 11-10-1998 by O-18601 N.S.)

§54.0203 Enforcement Authority

The Directors of the Neighborhood Code Compliance Department and Waste Management Department, or any other Director authorized by the City Manager, are authorized to administer and enforce the provisions of this Division. The Directors or their designated Enforcement Officials may exercise any enforcement powers as provided in Division 1, Article 2 of Chapter I of this Code.

(“Enforcement Authority” added (portions previously contained in former Sec. 44.0124(a)) 8-10-1993 by O-17957 N.S.)

§54.0204 Enforcement Remedies

Violations of this Division may be prosecuted as misdemeanors subject to the fines and custody provided in Municipal Code Section 12.0201, unless the specific section of this Code expressly limits enforcement as an infraction. The Directors may also seek injunctive relief and civil penalties in the Superior Court pursuant to Municipal

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Code Section 12.0202 or pursue any administrative remedy provided in Chapter I of this Code.

("Enforcement Remedies" added 8-10-1993 by O-17957 N.S.)

§54.0205 Strict Liability Offenses

Violations of this Article shall be treated as strict liability offenses regardless of intent.

("Strict Liability Offenses" added 8-10-1993 by O-17957 N.S.)

§54.0206 Administrative Abatement Procedure

- (a) The Director may use the administrative abatement procedures for Time Frame One as outlined in Municipal Code Section 12.0604, whenever the Director determines that a public nuisance exists on any portion of private or Public Property caused by an accumulation of Weeds, Rubbish or Waste. The Director can require the removal of the Weeds, Rubbish, Waste or other obstructions from sidewalks, Parking Strips, streets and other public rights-of-way.

- (b) As part of the Abatement Notice issued pursuant to Section 12.0604 of this Code, the Director may declare that Weeds on specified parcels of property are seasonal and recurrent public nuisances. No further Appeal Hearings are necessary upon the second or any subsequent occurrence of Weeds on the same parcel within the same calendar year. This limitation on Appeal Hearings shall be expressed in any Abatement Notice where the Director seeks to declare the nuisance caused by Weeds to be seasonal and recurrent.

- (c) The Director may use chemical controls to abate seasonal and recurrent nuisances caused by Weeds as provided for in California Government Code Section 39562.2.

("Administrative Abatement Procedure" added 8-10-1993 by O-17957 N.S.)

§54.0207 Abatement Lien

The costs of removal and abatement of the public nuisance may be assessed against the abutting or adjacent property owner and may become a lien as authorized in Government Code Section 39502. The Director shall follow the procedures in Division 3, Article 3 of Chapter 1 of this Code for assessment, execution and collection of the lien. Enforcement of the lien may include sale of the Property.

("Abatement Lien" added 8-10-1993 by O-17957 N.S.)

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§54.0208 Property Maintenance

- (a) It is unlawful for any Responsible Person to fail to maintain real property and appurtenances under his or her control free from Waste.
- (b) It is unlawful for a Responsible Person whose Premises abut any portion of a public street or Parking Strip to fail to maintain any public walkway thereon in a condition free from Waste, Weeds and other Plant Growth.
- (c) The Director may require a Responsible Person to erect fences, barriers, berms or other suitable means to discourage access to the Premises for Littering or illegal dumping. This may include the posting of signs that prohibit Littering and illegal dumping.
- (d) The Director may collect or abate Waste from small business enterprises that abut Public Property under the following circumstances:
 - (1) at the request of the affected property owner if the Director determines that reasonable efforts were made to comply with subsection (a), (b) or (c) listed above; or
 - (2) when public health or safety requires such measures.
- (e) The Director is authorized to assess costs against affected property owners for the abatement services performed by the City or its agent pursuant to Section 54.0208(d).

(Renumbered from Sec. 44.0119, amended and retitled 8-10-1993 by O-17957 N.S.)

§54.0209 Illegal Dumping Prohibited

- (a) It is unlawful to deposit, dump or cause to be deposited or dumped any Waste in the following places:
 - (1) upon any public or private highway or road, including any portion of the right-of-way;
 - (2) upon any private Property into or upon which the public is admitted by easement or license;
 - (3) upon any private Property without the consent of the owner; or

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- (4) upon any public park or other Public Property without the consent of the state or local agency having jurisdiction over the Property.
- (b) Each day that Waste placed, deposited, or dumped in violation of this Section remains shall be a separate violation.
- (c) The court may require a person convicted under this section, as a condition of probation, to remove or pay the cost of removing all Waste which the convicted person dumped or caused to be dumped upon private or Public Property.
(Renumbered from Sec. 44.0117 and amended 8-10-1993 by O-17957 N.S.)

§54.0210 Littering Prohibited

It is unlawful to litter or cause Littering in or upon any private or Public Property. Any person violating the provisions of this Section is guilty of an infraction.
(Renumbered from Sec. 44.0118 and amended 8-10-1993 by O-17957 N.S.)

§54.0211 Transporting Uncovered Waste Prohibited

- (a) Except as provided in Section 54.0211(b), it is unlawful to drive or move any vehicle loaded with Refuse or Waste on any City street or highway unless the vehicle is totally covered in a manner which will prevent the load or any part of the load from spilling, falling or blowing upon the street or highway.
- (b) Section 54.0211 does not apply to:
 - (1) a Rubbish vehicle in process of acquiring its load;
 - (2) any vehicle engaged in transporting wet waste fruit or vegetable matter, or waste products from a food processing establishment; or
 - (3) any highway maintenance vehicle operated by, or operated under contract with, any local authority or the state, and engaged in transporting snow, mud, earthen slide material, rock, portland cement, or asphaltic concrete paving and structural materials to a dump site for disposal.
(Renumbered from Sec. 44.0121 and amended 8-10-1993 by O-17957 N.S.)

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§54.0212 Abandoned Personal Property

- (a) Any personal property or possessions located on Public Property that are unattended and whose owner cannot be readily identified are presumed to be abandoned and, pursuant to Civil Code Section 2080.7, the provisions of Municipal Code Section 22.0603 do not apply. Wherever possible, Enforcement Officials shall make a reasonable effort to ascertain whether the unattended personal property or possessions have been abandoned and, if so, to thereafter cause their removal.

- (b) Unattended personal property or possessions that are unsanitary, soiled or verminous may be summarily abated and destroyed. Unattended personal property or possessions that are recyclable may be disposed of by the Director pursuant to Chapter 6, Article 6 of the Code. Unattended personal property or possessions that are sanitary and saleable or useable and of a value greater than one hundred dollars (\$100) shall be transferred as soon as is practicable to the Chief of Police pursuant to Section 22.0603 of this Code.

*(“Abandoned Personal Property” added 8-10-1993 by O-17957 N.S.)
(Amended 3-24-2006 by O-19469 N.S.; effective 4-24-2006.)*

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Article 4: Public Hazards and Public Nuisances

Division 3: Abatement of Abandoned Properties

(“Public Property Nuisance Abatement” added 8-17-1981 by O-15573 N.S.)

(Retitled to “Abatement of Vacant Structures” 8-10-1993 by O-17957 N.S.)

(Retitled to “Abatement of Abandoned Properties” and amended 10-10-2012 by O-20203 N.S.)

§54.0301 Declaration of Purpose

The Council of the City of San Diego finds and declares that:

- (a) Vacant lots attract littering, dumping, and nuisance activity and create public nuisances in the community when these conditions exist.
- (b) *Vacant structures* attract vagrants, gang members and other criminals as prime locations to conduct illegal criminal activities.
- (c) *Vacant structures* are extremely vulnerable to being set on fire by unauthorized persons.
- (d) *Vacant structures* which are boarded or are located on properties with code and *public nuisance* violations cause deterioration and instability in neighborhoods.
- (e) *Vacant structures* located on a property which is foreclosed or under a current *Notice of Default, Trustee’s Sale*, or *Tax Lien Sale* often fall into disrepair, attract nuisance activity and crime, decrease property values, and are a burden to the City of San Diego’s resources, making it necessary to ensure that accurate ownership information and contacts are provided to the City so that proper maintenance and security measures are implemented on these properties.
- (f) Immediate abatement and rehabilitation of *vacant structures* and vacant lots where code or *public nuisance* violations exist is necessary and can be accomplished by using the judicial or administrative procedures found in this Code.

(Amended 5-28-1996 by O-18301 N.S.)

(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

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§54.0302 Definitions

The words and phrases used in this Division have the meanings set forth in this section. Defined terms appear in italics.

Abandoned property means any property upon which one or more of the following conditions exist:

- (1) a vacant lot upon which code or *public nuisance* violations exist as determined by the *Director*; or
- (2) a *vacant structure* and code or *public nuisance* violations exist as determined by the *Director*; or
- (3) a *vacant structure* which is boarded, irrespective of whether code or *public nuisance* violations exist at the property; or
- (4) a *vacant structure*, and the property is under a current *Notice of Default*, *Notice of Trustee's Sale*, pending Tax Assessor's Lien Sale, or it has been the subject of a *Foreclosure* sale where the title was retained by the *beneficiary* of a *Deed of Trust* involved in the *Foreclosure*, or has been transferred under a *Deed in Lieu of Foreclosure*.

Beneficiary means a lender under a note secured by a *Deed of Trust*.

Deed in Lieu of Foreclosure means a recorded document that transfers ownership of a property from the *trustor* upon consent of the *beneficiary* of the *Deed of Trust*.

Deed of Trust means an instrument by which title to real estate is transferred to a third party *Trustee* as security for a real estate loan. This definition applies to all *deeds of trust* regardless of priority.

Default means the failure to fulfill a contractual obligation, monetary or nonmonetary.

Director means the *Director* of the Permit Issuance and Code Enforcement Division or any other *Director* authorized by the City Manager and any of their designated agents or representatives.

Foreclosure means the process by which a property, placed as security for a real estate loan, is sold at auction to satisfy the debt if the *Trustor* defaults.

Graffiti has the same meaning as in San Diego Municipal Code section 54.0402.

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Letter of Agency means a trespass authorization form signed by a property owner or designated agent which allows the San Diego Police Department to act as the owner's agent for purposes of enforcing laws against any person(s) found on private property without the owner's consent or without lawful purpose.

Liquid waste has the same meaning as in San Diego Municipal Code section 54.0202.

Litter has the same meaning as San Diego Municipal Code section 54.0202.

Local contact means a contact located within a distance of 50 driving miles from the *abandoned property*.

Notice of Default means a recorded notice that a *Default* has occurred under a *Deed of Trust*.

Public nuisance has the same meaning as in San Diego Municipal Code section 11.0210.

Responsible person has the same meaning as in San Diego Municipal Code section 11.0210.

Rubbish has the same meaning as in San Diego Municipal Code section 54.0202.

Solid waste has the same meaning as in San Diego Municipal Code section 54.0202.

Statement of Intent means a form filled out by the *responsible person* for an *abandoned property* which contains specific information regarding the ownership of the property and the *responsible person's* plan for its rehabilitation, development, occupancy, and maintenance.

Trustee means the person, firm or corporation holding a *Deed of Trust* to a trust on a property.

Trustor means a borrower under a *Deed of Trust*, who deeds property to a *Trustee* as security for the payment of a debt.

Vacant structure means any structure or building that is unoccupied or occupied by unauthorized persons.

Waste has the same meaning as in San Diego Municipal Code section 54.0202.

(Amended 5-28-1996 by O-18301 N.S.; corrected 1-23-1998.)

(Amended 2-7-2006 by O-19460 .S.; effective 3-7-2006.)

(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

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§54.0303 Enforcement Authority

The *Director* is authorized to administer and enforce the provisions of this Division. The *Director* or anyone designated by the *Director* to be an Enforcement Official may exercise any enforcement powers as provided in Division 1, Article 2 of Chapter 1 of this Code.

(“Enforcement Authority” added 5–28–1996 by O–18301 N.S.)
(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

§54.0304 Enforcement Remedies

Violations of this Division may be prosecuted as misdemeanors subject to the fines and custody provided in Municipal Code Section 12.0201. The *Director* may also seek injunctive relief and civil penalties in the Superior Court pursuant to Municipal Code Section 12.0202 or pursue any administrative remedy provided in Chapter 1 of this Code.

(“Enforcement Remedies” added 5–28–1996 by O–18301 N.S.)
(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

§54.0305 Strict Liability Offenses

Violations of this Division shall be treated strict liability offenses regardless of intent. *(“Strict Liability Offenses” added 5–28–1996 by O–18301 N.S.)*

§54.0306 Abandoned Properties Regulations

- (a) An *abandoned property* where code or public nuisance violations exist constitutes a *public nuisance* per se.
- (b) In determining whether a *vacant structure* or vacant lot meets the definition of *abandoned property*, the *Director* shall consider the length of vacancy as a factor contributing to the existence of a *public nuisance*.
- (c) A commercial *vacant structure* which meets the definition of an *abandoned property* as provided in this Division, shall continue to be deemed a *vacant structure* until there is a lawfully permitted business operating in the *vacant structure* on a daily basis. The *Director* may make an exception based on the nature of the particular business.
- (d) It is unlawful for any *responsible person* for an *abandoned property* to fail to lock, barricade or secure all doors, windows and other openings to any *vacant structure* on the property in accordance with the standards listed in this Division.

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- (e) It is unlawful for any *responsible person* for an *abandoned property* to fail to remove from the entire property including the interior of any *vacant structure*, any of the following: *litter, waste, rubbish, solid waste, liquid waste*, debris, unpermitted vehicles, storage not incidental to the corresponding zoning use for the property, or excessive vegetation as determined by a fire inspector to constitute a fire hazard.
- (f) It is unlawful for any *responsible person* for an *abandoned property* to fail to erect fences, barriers, berms or other suitable means to discourage access and to discourage illegal dumping or littering on the property when requested by the *Director*.
- (g) It is unlawful for any owner of an *abandoned property* or any owner's agent to fail to file a *Letter of Agency* with the San Diego Police Department or to fail to update the *Letter of Agency* every six months.
- (h) It is unlawful for any *responsible person* for an *abandoned property* to fail to maintain the property in accordance with the abatement requirements listed in an Abatement Notice and Order or other written notice issued by the *Director*.
- (i) It is unlawful for any *responsible person* for an *abandoned property* to fail to maintain the property in accordance with the maintenance standards listed in this Division.

(“Duty to Clean and Secure or Board” renumbered, retitled and amended from Sec. 54.0303, 5–28–1996 by O–18301 N.S.)
(Amended 2-7-2006 by O-19460 N.S.; effective 3-27-2006.)
(Retitled to “Abandoned Properties Regulations“ and amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

§54.0307 Administrative Abatement Procedures and Maintenance Standards for Abandoned Properties

- (a) Whenever the *Director* determines that an *abandoned property* exists within the City of San Diego upon which code or *public nuisance* violations exist, an Abatement Notice and Order may be sent to the *responsible person* directing the abatement of any *vacant structure* by cleaning and securing or boarding the *vacant structure* and removing conditions creating a *public nuisance* on the property or directing the abatement of any vacant lot by removing conditions creating a *public nuisance*. Boarding shall be done pursuant to the standards established in Section 54.0308 of this Division.

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- (b) The *Director* may also require as part of an Abatement Notice and Order or other written notice that the *responsible person* erect fences, barriers, berms or other suitable means to discourage access to the *abandoned property* and to discourage illegal dumping or littering on the property. The *Director* may also require the *responsible person* to post signs that prohibit trespassing, littering or illegal dumping.
- (c) The *Director* may also require as part of the Abatement Notice and Order or other written notice that the *responsible person* remove any *litter, waste, rubbish, solid waste, liquid waste, debris, unpermitted storage, weeds* which are over twelve inches in height or excessive vegetation from *the abandoned property*.
- (d) The *Director* may also require as part of the Abatement Notice and Order or other written notice that the *responsible person* remove any vehicles or additional items not listed in subsection (c) which are stored on the property in violation of the Land Development Code.
- (e) The *Director* may also require as part of the Abatement Notice and Order or other written notice, that the *responsible person* maintain the property free of *graffiti*, and paint over any *graffiti* with an exterior grade paint that matches the color of the exterior of the *vacant structure*.
- (f) The *Director* may also require as part of the Abatement Notice and Order or other written notice, that the *responsible person* keep any pools or spas on the property in working order so the water remains clear and free of pollutants and debris or drained and kept dry. Pools or spas must comply with the fencing requirements contained in Division 31, Article 5, Chapter 14 of this Code.
- (g) The *Director* may also require as part of the Abatement Notice and Order or other written notice, that the *responsible person* post a sign on the property. The sign shall be no less than 18” x 24” in size and shall contain lettering of a font size that is legible from a distance of 45 feet. The sign shall include all of the following information:
 - 1) the address of the property;
 - 2) that a *Letter of Agency* is on file with the San Diego Police Department; and
 - 3) the name and telephone number of the *responsible person* or designee, one of whom must be a *local contact*, such as the property manager, asset manager, or real estate agent or broker.

- (h) The *Director* shall follow the Administrative Abatement procedures for Time Frame One as provided in Division 6 of Article 2 of Chapter 1 of this Code. However, if the abatement involves a *vacant structure* which is a single family dwelling, then the time frame for compliance shall be fifteen (15) calendar days in accordance with California Health and Safety Code section 17980.9(b)(1).
- (i) If the *responsible person* does not comply with the Abatement Notice and Order, and no appeal is filed, the *Director* may: 1) clean and board any unsecured *vacant structure*; 2) remove all *litter, waste, rubbish, solid waste, liquid waste*, debris or excessive vegetation from the *abandoned property*; 3) remove all vehicles and items stored in violation of the Land Development Code; and 4) recover all costs pursuant to the procedures found in Division 6, Article 2 of Chapter 1 of this Code.
- (j) If the *Director* boards any *vacant structure*, all barricade materials supplied by the City shall become the property of the *responsible person* upon payment of all costs to the City.

(“Administrative Abatement Procedures for Vacant and Unsecured Structures” renumbered and amended from Sec. 54.0305 on 5-28-1996 by O-18301 N.S.) (Amended 2-7-2006 by O-19460 N.S.; effective 3-7-2006.) (Retitled to “Administrative Abatement Procedures and Maintenance Standards for Abandoned Properties” and amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

§54.0308 Standards for Boarding a Vacant Structure

Except as provided in Section 54.0308(i), the *responsible person* or *Director* shall board a *vacant structure* according to all of the following specifications and requirements:

- (a) Remove all *waste, rubbish* or debris from the interior of the *vacant structure*;
- (b) Remove all *waste, rubbish*, debris or excessive vegetation from the yards surrounding the *vacant structure*;
- (c) Barricade all unsecured doorways, windows or exterior openings with minimum 1/2 inch thickness exterior grade plywood which shall extend to the molding stops or studs;
- (d) Mount at least two wood stocks of minimum 2 x 4 inch thickness to the reverse face of the plywood with minimum 3/8 inch carriage bolts mated with nuts and two flat washers;

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- (e) Extend the stock a minimum of eight (8) inches on each side of the interior wall;
- (f) Cause all hardware to be galvanized or cadmium plated;
- (g) Paint all exterior barricade material the predominant color of the structure;
- (h) Post the premises. One or more signs shall be posted at or near each entrance to the *vacant structure* and on fences or walls as appropriate. The signs shall remain posted until the *vacant structure* is either lawfully occupied or demolished. Signs shall contain the following information: DO NOT ENTER. It is a misdemeanor to enter or occupy this building or premises or to remove or deface this notice. Trespassers will be prosecuted. The sign shall be of a size of no less than 18" x 24" in size and the lettering shall be of a font size that is legible from a distance of 45 feet.
- (i) In lieu of requiring the *responsible person* to board a structure as set forth in Sections 54.0308(a) through (h), the *Director* may allow the *responsible person* to board the *vacant structure* in a manner in which the *Director* determines adequately prevents unauthorized entry or vandalism. In any event, a *responsible person* shall post the premises with signs as required by this Division, including as set forth in Section 54.0308(h).

*("Standards for Boarding a Vacant Structure" renumbered, retitled and amended from Sec. 54.0306 on 5-28-1996 by O-18301 N.S.)
(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)
(Amended 5-5-2015 by O-20481 N.S.; effective 6-4-2015.)*

§54.0309 Entry or Interference with Notice Prohibited

- (a) It is unlawful for any person to enter or occupy any structure or premises which has been posted pursuant to Section 54.0308(h), except to repair or demolish the structure under proper permit or for a purpose authorized by the owner.

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- (b) It is unlawful for any person to remove or deface any notice posted pursuant to Section 54.0308(h) until the required repairs or demolition have been completed or a Certificate of Occupancy has been issued.

(Amended 7-19-1999 by O-18656 N.S.)

(Amended 5-5-2015 by O-20481 N.S.; effective 6-4-2015.)

§54.0310 Continuous Abatement Authority

- (a) If a *vacant structure* previously abated by a *responsible person* or the *Director* pursuant to a Notice and Order, again becomes unsecured and open to unauthorized entry, the *Director* may, without further notice to the *responsible person*, proceed to abate the *public nuisance* and recover costs as provided for in this Division.
- (b) If an *abandoned property* again contains debris, *rubbish*, *waste*, or excessive vegetation, the *Director* may, without further notice to the *responsible person*, proceed to abate the *public nuisance* and recover costs as provided for in this Division.
- (c) An Enforcement Hearing Officer may issue an Administrative Enforcement Order that would give the *Director* continuous abatement authority to: 1) abate a *vacant structure* which again becomes unsecured and open to unauthorized entry; or 2) abate an *abandoned property* if the property again contains debris, *rubbish*, *waste* or excessive vegetation. The Hearing Officer may establish notice requirements as may be reasonable.

(“Continuous Abatement Authority” renumbered, retitled and amended from Sec. 54.0112 on 5-28-1996 by O-18301 N.S.)

(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

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§54.0311 Abatement Cost

- (a) Abatement costs shall include the cost to perform the actual work and the City's cost to administer any abatement.
- (b) Once the abatement is complete, the *Director* shall recover all abatement costs pursuant to the procedures found in Division 3, Article 3 of Chapter 1 of this Code.

*(“Abatement Cost” renumbered from Sec. 54.0310 on 5-28-1996 by O-18301 N.S.)
(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)*

§54.0312 Continuous Public Nuisances

Any *abandoned property* that was originally abated by the *responsible person's* voluntary actions or pursuant to a judicial or administrative order may be declared a permanent *public nuisance* by the *Director* if the property again contains debris, *rubbish, waste, excessive vegetation* or other conditions creating a *public nuisance*. Any *vacant structure* that was originally abated by the *responsible person's* voluntary actions or pursuant to a judicial or administrative order and continues to remain open and unsecured on a periodic basis, thereby requiring additional reinspections, clearing of the lot, or resecuring of the *vacant structure*, may be declared a permanent *public nuisance* by the *Director*. The *Director* may seek the abatement of any lot and the demolition of any *vacant structure* that become a continuous *public nuisance* by seeking a court order or following any of the administrative abatement procedures found in this Code.

*(“Continuous Public Nuisances” renumbered from Sec. 54.0313 on 5-28-1996 by O-18301 N.S.)
(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)*

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§54.0313 Duty to File a Statement of Intent

- (a) The *Director* shall create and make available a form entitled *Statement of Intent* to be completed by the *responsible person* for an *abandoned property*.
- (b) The *responsible person* for an *abandoned property* shall complete the information required on the *Statement of Intent* and submit the statement to the City within thirty (30) calendar days of the date the *Director* determines the property meets the definition of *abandoned property* as provided in this Division. If an *abandoned property* remains in an abandoned state for more than three hundred sixty-five (365) calendar days from the date the first *Statement of Intent* was submitted, then a new *Statement of Intent* must be submitted, and annually thereafter until the property no longer meets the definition of an *abandoned property* as provided in this Division.
- (c) The *Director* shall determine whether a submitted *Statement of Intent* is complete and may require the *responsible person* to provide more complete information.
- (d) When a submitted *Statement of Intent* does not meet with the *Director*'s approval as it does not contain adequate information as required by this Section, the *responsible person* shall immediately correct and resubmit the *Statement of Intent*.
- (e) The *Statement of Intent* shall include the following information:
 - (1) expected period of vacancy;
 - (2) a plan for regular maintenance during the period of vacancy;
 - (3) a plan and time line for the lawful occupancy, rehabilitation or demolition of the *vacant structure*;
 - (4) a plan for the development or sale of the vacant lot if the *abandoned property* is a vacant lot;

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- (5) complete ownership information and all contact information for persons responsible for the property including the name, telephone number and street address for any corporation, individual, *beneficiary* or *trustee* responsible for receiving payments associated with any loan or *Deed of Trust*. The *Statement of Intent* shall also include information regarding the property management company, servicing company, asset manager, or property preservation company responsible for the security, maintenance and marketing of the property; and
- (6) any additional information required by the *Director*.
- (f) It is unlawful for a *responsible person* to:
 - (1) fail to submit a *Statement of Intent* within the time period specified by Section 54.0313(b); or
 - (2) fail to submit a *Statement of Intent* annually as required by Section 54.0313(b); or
 - (3) submit a *Statement of Intent* which does not comply with the requirements of this Division.

(“Duty to File a Statement of Intent” added 5-28-1996 by O-18301 N.S.; corrected 1-23-1998.)

(Amended 2-7-2006 by O-19460 N.S.; effective 3-7-2006.)

(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

§54.0314 Reinspection Fee

The *Director* may periodically reinspect an *abandoned property* to ensure compliance with the provisions of this Division and all applicable court and administrative orders. The *Director* may assess a reinspection fee against the *responsible person* for the actual costs of each reinspection and continuous monitoring of the structure and premises as is reasonably necessary to determine compliance with the standards and procedures in this Division. The *Director* shall follow the reinspection procedures found in Division 1, Article 3 of Chapter 1 of this Code.

(“Reinspection Fee” renumbered from Sec. 54.0311 on 5-28-1996 by O-18301 N.S.)
(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

§54.0315 Abandoned Property Penalty

(a) If an *abandoned property* is left in an abandoned state for ninety (90) consecutive calendar days, the *responsible person* for that *abandoned property* may be liable for a civil penalty in the amount of five hundred dollars (\$500) per property, not to exceed five thousand dollars (\$5,000) per property in a calendar year unless:

(1) a *Statement of Intent* has been filed and approved by the *Director*;
and

(2) one of the following applies:

(A) a *vacant structure* exists on the property and it is the subject of an active building permit for repair or rehabilitation and the *responsible person* is proceeding diligently in good faith to complete the repair or rehabilitation;

(B) a *vacant structure* exists on the property and it is maintained in compliance with this Division and is actively being offered for sale, lease or rent;

(C) the *abandoned property* is a vacant lot and there has been no recurring code violations or nuisance activity; or

(D) the *responsible person* can demonstrate that he or she made a diligent and good faith effort to implement the actions set forth in the approved *Statement of Intent* within the time line contained within the *Statement of Intent*.

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- (b) If the property continues to meet the definition of *abandoned property* as provided in this Division beyond the initial ninety (90) calendar days, and if the *responsible person* does not meet any of the exceptions set forth in this Section, the *Director* may continue to assess penalties in the following amounts: one thousand dollars (\$1,000) for the next ninety (90) calendar day period the property continues to meet the definition of an *abandoned property* as provided in this Division; one thousand five hundred dollars (\$1,500) for the next ninety (90) calendar day period; and two thousand dollars (\$2,000) for the next ninety (90) calendar day period that the property continues to meet the definition of an *abandoned property* as provided in this Division. At no time may the amount of the civil penalty exceed five thousand dollars (\$5,000) per property in a calendar year.
- (c) All penalties assessed shall be payable directly to the City Treasurer.
- (d) The City Manager shall develop policies and procedures for the implementation of this penalty.

(“Boarded and Vacant Structure Penalty” added 5-28-1996 by O-18301 N.S.)
(Amended 2-7-2006 by O-19460 N.S.; effective 3-7-2006.)

(Retitled to “Abandoned Property Penalty” and amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

§54.0316 Procedures for Abandoned Property Penalty

- (a) Whenever a *Director* determines that a property meets the definition of *abandoned property* as provided in this Division for more than ninety (90) consecutive calendar days, and the *responsible person* does not meet any of the exceptions set forth in Section 54.0315, a Notice of Abandoned Property Penalty may be issued to the *responsible person* for the property.
- (b) A separate Notice of Abandoned Property Penalty shall be issued for each subsequent penalty that may be assessed pursuant to Section 54.0315.
- (c) The Notice of Abandoned Property Penalty shall be served upon the *responsible person* by any one of the methods of service listed in San Diego Municipal Code Section 11.0301.

(“Procedures for Boarded and Vacant Structure Penalty” added 5-28-1996 by O-18301 N.S.)

(Retitled to “Procedures for Abandoned Property Penalty” and amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

§54.0317 Appeal of Abandoned Property Penalty

An appeal of an *abandoned property* penalty shall follow the procedures set forth in Division 5 of Article 2 of Chapter 1 of this Code.

(“Appeal of Boarded and Vacant Structure Penalty” added 5–28–1996 by O–18301 N.S.)

(Retitled to “Appeal of Abandoned Property Penalty” and amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

§54.0318 Administrative Enforcement Hearing

(a) The appeal hearing shall follow the enforcement hearing procedures set forth in Division 4, Article 2 of Chapter 1.

(b) The Enforcement Hearing Officer shall only consider evidence that is relevant to the following issues:

(1) whether the property meets the definition of *abandoned property* as provided in this Division for ninety (90) consecutive calendar days;

(2) whether a *Statement of Intent* has been filed and approved by the *Director*; and

(3) whether any of the exceptions set forth in Section 54.0315(a)(2)(A) through (D) have been met.

(c) The Enforcement Hearing Officer may assess administrative costs.

(“Administrative Enforcement Hearing” added 5–28–1996 by O–18301 N.S.)
(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

§54.0319 Failure to Pay Penalties

The failure of any person to pay the penalty within the time specified in the Notice of Abandoned Property Penalty may result in the *Director* using any legal means to recover the civil penalties, including referring the matter to the City Treasurer to file a claim with the Small Claims Court.

(“Failure to Pay Penalties” added 5–28–1996 by O–18301 N.S.)
(Amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

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§54.0320 Allocation of Abandoned Property Penalty

Administrative civil penalties collected pursuant to this Division shall be deposited in the civil penalties fund established pursuant to Section 13.0402 of this Code.

(“Allocation of Vacant Building Penalty” added 5-28-1996 by O-18301 N.S.)

(Retitled to “Allocation of Vacant Structure Penalty” and amended 2-7-2006 by O-19460 N.S.; effective 3-7-2006.)

(Retitled to “Allocation of Abandoned Property Penalty” 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

§54.0321 Timely Rehabilitation of Abandoned Properties

As authorized by California Health and Safety Code section 17980.9 (b)(1),-the *Director* may require the demolition or expeditious rehabilitation of *vacant structures* which are single-family dwellings and deemed to be substandard as determined by an inspection by the *Director*.

(“Timely Rehabilitation of Vacant Structures” added 2-7-2006 by O-19460 N.S.; effective 3-7-2006.)

(Retitled to “Timely Rehabilitation of Abandoned Properties” and amended 10-10-2012 by O-20203 N.S.; effective 11-9-2012.)

Article 3: Environmental Health Quality Controls

(Retitled from "Water Quality Controls" on 3-8-1994 by O-18047 N.S.)

**Division 3: Stormwater Management
and Discharge Control**

*("Stormwater Management and Discharge Control"
added 9-27-1993 by O-17988 N.S.)*

§43.0301 Purpose and Intent

The purposes of this Division are to restore and maintain the water quality of *receiving waters* and further ensure the health, safety and general welfare of the citizens of the City of San Diego by effectively prohibiting *non-storm water discharges*, including spills, dumping, and disposal of materials other than *storm water* to the *MS4*, and by reducing *pollutants* in discharges from the *MS4* to *receiving waters* to the *maximum extent practicable*, in a manner pursuant to and consistent with the Federal Water Pollution Control Act (Clean Water Act, 33 U.S.C. section 1251 et seq.) and the *MS4 permit*.

(Amended 9-10-2001 by O-18975 N.S.)

(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

§43.0302 Definitions

For purposes of this Division, defined terms appear in italics. The following definitions apply in this Division:

Best management practices (BMPs) means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce to the *maximum extent practicable* the discharge of *pollutants* directly or indirectly to *receiving waters*. *BMPs* also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, and drainage from raw materials storage.

Employee training program means a documented curriculum that an employer may be required to implement pursuant to a *storm water pollution prevention plan* for the purpose of educating its employees on methods of reducing the discharge of *pollutants* to the *MS4*.

Enforcement agency means the City of San Diego or its authorized agents charged with ensuring compliance with this Division.

Enforcement official means the City Manager or his designee or any agent of the City authorized to enforce compliance with this Division.

General storm water NPDES permit means any *NPDES permit* issued by the State Water Resources Control Board in accordance with 40 Code of Federal Regulations section 122.28.

Groundwater means subsurface water that occurs beneath the water table in soils and geologic formations that are fully saturated.

Illicit connection means any man-made physical connection to the *MS4* that conveys an *illicit discharge*.

Illicit discharge means any discharge to the *MS4* that is not composed entirely of *storm water*, except discharges allowed under an *NPDES permit* and discharges conditionally allowed under the *MS4 permit*, as set forth in San Diego Municipal Code section 43.0305. *Illicit discharge* includes irrigation runoff discharged to the *MS4*.

Jurisdictional runoff management program means a written description of the specific runoff management measures and programs, including *BMPs*, that the City will implement to comply with the *MS4 permit* and ensure that storm water pollutant discharges in runoff are reduced to the *maximum extent practicable* and do not cause or contribute to a violation of water quality standards. Amendments to the *jurisdictional runoff management program* shall be approved by the City Manager. A copy of the currently applicable *jurisdictional runoff management program* is kept on file with the City Clerk.

Maximum extent practicable means the technology-based standard established by Congress in Clean Water Act section 402(p)(3)(B)(iii) for *storm water* that operators of *MS4s* must meet. *Maximum extent practicable* generally emphasizes pollution prevention and source control *BMPs* primarily in combination with treatment methods serving as a backup.

Municipal separate storm sewer system (MS4) means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) owned or operated by the City; (ii) designated or used for collecting or conveying *storm water*; (iii) which is not a combined sewer; and (iv) which is not part of the Publicly Owned Treatment Works as defined at 40 Code of Federal Regulations section 122.26.

Municipal separate storm sewer system permit (MS4 permit) means *Regional Water Quality Control Board* Order No. R9-2013-0001, NPDES No. CAS0109266, as may be amended or replaced by a subsequent order.

National Pollutant Discharge Elimination System Permit (NPDES permit) means a permit issued by the *Regional Water Quality Control Board* or the State Water Resources Control Board pursuant to Division 7 of the California Water Code to control discharges from point sources to *receiving waters*.

Non-storm water discharge means any discharge to or from the *MS4* that is not entirely composed of *storm water*, including *illicit discharges* and discharges allowed under an *NPDES permit*.

Notice of violation has the same meaning as in San Diego Municipal Code section 11.0210.

Pollutant means any agent introduced to the *MS4* that may cause or contribute to the degradation of water quality such that public health, the environment, or beneficial uses of *receiving waters* may be affected. *Pollutants* include solid waste, sewage, garbage, medical waste, wrecked or discarded equipment, radioactive materials, dredged spoil, rock, sand, industrial waste, any organic or inorganic contaminant, fecal coliform, fecal streptococcus, enterococcus, volatile organic surfactants, oil and grease, petroleum hydrocarbons, total organic lead, copper, chromium, cadmium, silver, nickel, zinc, cyanides, phenols, and biocides.

Premises means any building, lot parcel, land or portion of land whether improved or unimproved.

Public nuisance has the same meaning as in San Diego Municipal Code section 11.0210.

Receiving waters means waters of the United States, as defined under the Clean Water Act. *Receiving waters* include surface bodies of water that serve as discharge points for the *MS4*, such as creeks, rivers, reservoirs, lakes, lagoons, estuaries, harbors, bays and the Pacific Ocean.

Regional Water Quality Control Board means the California Regional Water Quality Control Board, San Diego Region.

Responsible person has the same meaning as in San Diego Municipal Code section 11.0210.

Storm water means storm water runoff, snow melt runoff, and surface runoff and drainage resulting from precipitation events.

Storm water pollution prevention plan means a document that describes the *BMPs* to be implemented by the owner or operator to eliminate or reduce to the *maximum extent practicable* discharges of *pollutants* to the *MS4*.

(Amended 9-10-2001 by O-18975 N.S.)

(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

§43.0303 Construction and Application

This Division shall be interpreted to assure consistency with the requirements of applicable federal and state laws, regulations, orders and permits, and with the purposes and intent of this Division.

(“Construction and Application” added 9-27-1993 by O-17988 N.S.)

§43.0304 Illicit Discharges

(a) Except as provided in San Diego Municipal Code section 43.0305, it is unlawful for any person to cause a *non-storm water discharge* to the *MS4*.

(b) It is unlawful for any person to cause either individually or jointly any discharge into or from the *MS4* that results in or contributes to a violation of the *MS4 permit*.

(Retitled from “Discharge of Non-Stormwater Prohibited” and amended 9-10-2001 by O-18975 N.S.)

(Retitled to “Illicit Discharges” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

§43.0305 **Conditionally Allowed *Non-Storm Water Discharges***

The following *non-storm water discharges* are allowed on the condition that they are addressed as follows:

- (a) Any discharge to the *MS4* that is regulated under an *NPDES permit* issued to the discharger and administered by the State of California pursuant to Division 7 of the California Water Code is allowed, provided the discharger is in compliance with all requirements of the *NPDES permit* and other applicable laws and regulations.

- (b) *Non-storm water discharges* to the *MS4* from the categories listed in San Diego Municipal Code section 43.0305(b)(1)-(4) are allowed if: (i) the discharger obtains coverage under *NPDES permit* No. CAG919001 (*Regional Water Quality Control Board* Order No. R9-2007-0034, or subsequent order) for discharges to San Diego Bay, or under *NPDES permit* No. CAG919002 (*Regional Water Quality Control Board* Order No. R9-2008-0002, or subsequent order) for discharges to surface waters other than San Diego Bay, and the discharger is in compliance with all requirements of the applicable *NPDES permit* and all other applicable laws and regulations; or (ii) the *Regional Water Quality Control Board* determines in writing that coverage under *NPDES permit* No. CAG919001 or CAG919002 (or subsequent permits) is not required. Otherwise, *non-storm water discharges* from the following categories are *illicit discharges*:
 - (1) discharges from uncontaminated pumped *groundwater*;
 - (2) discharges from foundation drains when the system is designed to be located at or below the *groundwater* table to actively or passively extract *groundwater* during any part of the year;
 - (3) discharges from crawl space pumps;
 - (4) discharges from footing drains when the system is designed to be located at or below the *groundwater* table to actively or passively extract *groundwater* during any part of the year.

- (c) *Non-storm water discharges* to the *MS4* from water line flushing and water main breaks, including discharges from water purveyors issued a water supply permit by the State of California or federal military installations, are allowed if the discharges have coverage under *NPDES permit* No. CAG679001 (*Regional Water Quality Control Board* Order No. R9-2010-0003, or subsequent order), and the discharger is in compliance with all requirements of that *NPDES permit* and other applicable laws and regulations. Discharges from recycled or reclaimed water lines to the *MS4* are allowed if the discharges have coverage under an *NPDES permit*, and the discharger is in compliance with the applicable *NPDES permit* and other applicable laws and regulations. Otherwise, discharges from water lines are *illicit discharges*.
- (d) *Non-storm water discharges* to the *MS4* from the following categories are allowed:
- (1) discharges from diverted stream flows;
 - (2) discharges from rising *groundwater*;
 - (3) discharges from uncontaminated *groundwater* infiltration to the *MS4*;
 - (4) discharges from springs;
 - (5) discharges from riparian habitats and wetlands;
 - (6) discharges from potable water sources, except discharges from water lines without coverage under an *NPDES permit* as set forth in San Diego Municipal Code section 43.0305(c);
 - (7) discharges from foundation drains when the system is designed to be located above the *groundwater* table at all times of the year, and the system is only expected to produce *non-storm water discharges* under unusual circumstances; and
 - (8) discharges from footing drains when the system is designed to be located above the *groundwater* table at all times of the year, and the system is only expected to produce *non-storm water discharges* under unusual circumstances.
- (e) *Non-storm water discharges* from the following categories are allowed if they are addressed with *BMPs* as set forth in the *jurisdictional runoff management program*. Otherwise, *non-storm water discharges* from the following categories are *illicit discharges*:

- (1) Air conditioning condensation,
 - (2) Individual residential vehicle washing, and
 - (3) Water from swimming pools.
- (f) *Non-storm water discharges* to the *MS4* from firefighting activities are allowed if they are addressed as follows:
- (1) Non-emergency firefighting discharges. Non-emergency firefighting discharges, including building fire suppression system maintenance discharges (e.g. sprinkler line flushing), controlled or practice blazes, training, and maintenance activities shall be addressed by *BMPs* as set forth in the *jurisdictional runoff management program* to prevent the discharge of *pollutants* to the *MS4*.
 - (2) Emergency firefighting discharges. During emergencies, priority of efforts should be directed toward life, property, and the environment (in descending order). Emergency firefighting discharges shall be addressed by *BMPs* that do not interfere with emergency response operations or impact public health and safety.
- (g) Notwithstanding the categories of *non-storm water discharges* conditionally allowed by San Diego Municipal Code section 43.0305(a) through (f), if the *Regional Water Quality Control Board* or the *enforcement official* determines that any of these otherwise conditionally allowed *non-storm water discharges* are a source of *pollutants* to *receiving waters*, are a danger to public health or safety, or are causing a *public nuisance*, such discharges shall be prohibited from entering the *MS4*.

(Amended 9-10-2001 by O-18975 N.S.)

(Amended 2-19-2008 by O-19716 N.S.; effective 3-24-2008.)

(Retitled to “Conditionally Allowed Non-Storm Water Discharges” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

§43.0306 Illicit Connections Prohibited

It is unlawful for any person to establish, use, or maintain any *illicit connection* to the *MS4*.

(“Discharge in Violation of Permit Prohibited” repealed; “Illegal Connections Prohibited” renumbered from Sec. 43.0307 and amended 9–10–2001 by O–18975 N.S.)

(Retitled to “Illicit Connections Prohibited” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

§43.0307 Reduction of Pollutants in Storm Water

Any person engaged in activities which may result in discharges to the *MS4* shall, to the *maximum extent practicable*, undertake all measures to reduce the risk of *non-storm water discharges* and *pollutant* discharges. The following requirements shall apply:

(a) *BMP* Implementation.

Every person undertaking any activity or use of a *premises* that may cause or contribute to *storm water* pollution or contamination, *illicit discharges*, or *non-storm water discharges* to the *MS4* shall comply with *BMP* guidelines or pollution control requirements, as may be established by the *enforcement official*. *BMPs* shall be maintained routinely throughout the life of the activity. Such *BMPs* include the *BMPs* set forth in the *jurisdictional runoff management program*.

(b) *Storm Water Pollution Prevention Plan*.

The *enforcement official* may require any business or operation that is engaged in activities which may result in *pollutant* discharges to the *MS4* to develop and implement a *storm water pollution prevention plan*, which must include an *employee training program* and the applicable *BMPs* from the *jurisdictional runoff management program*.

(c) Coordination with Hazardous Materials Release Response Plans and Inventory.

Any activity subject to the Hazardous Materials Release Response Plan, Chapter 6.95 of the California Health and Safety Code, shall include in that Plan provisions for compliance with this Division, including the prohibitions on *non-storm water discharges* and *illicit discharges*, and the requirement to reduce release of *pollutants* to the *MS4* to the *maximum extent practicable*.

(d) Compliance with *General Storm Water NPDES Permits*.

Each discharger that is subject to any *general storm water NPDES permit* shall comply with all requirements of such permit. For those activities that discharge to the *MS4* under a *general storm water NPDES permit*, the discharger shall submit monitoring data and analytical evaluation/assessment to the City at the same time reports are submitted to the *Regional Water Quality Control Board*.

(“Illegal Connections Prohibited” renumbered to Sec. 43.0306; “Reduction of Pollutants in Stormwater” renumbered from Sec. 43.0308, retitled and amended 9-10-2001 by O-18975 N.S.)

(Retitled to “Reduction of Pollutants in Storm Water” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

§43.0308 Containment and Notification of Spills

Any person owning or occupying a *premises* who has knowledge of any significant release of *pollutants* or *non-storm water discharges* from those *premises* that may enter the *MS4* shall immediately take all reasonable action to contain the release and minimize any *non-storm water discharge*. The person shall notify the *enforcement agency* within 24 hours of the *non-storm water discharge*.

(“Reduction of Pollutants in Stormwater” renumbered to Sec. 43.0307; “Containment and Notification of Spills” renumbered from Sec. 43.0309 and amended 9-10-2001 by O-18975 N.S.)

(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

§43.0309 MS4 Protection

Any person owning or occupying a *premises* through which the *MS4* passes shall:

- (a) Keep and maintain that part of the *premises* reasonably free of trash, debris and other obstacles which would pollute, contaminate, or retard the flow of water through the *MS4*; and
- (b) Maintain existing structures within or adjacent to the *MS4* so that those structures will not become a hazard to the use, function, or physical integrity of the *MS4*.

(“Containment and Notification of Spills” renumbered to Sec. 43.0308; “Stormwater Conveyance System Protection” renumbered from Sec. 43.0310, retitled and amended 9–10–2001 by O–18975 N.S.)
(Retitled to “MS4 Protection” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

§43.0310 Enforcement Authority

- (a) The *enforcement agency* and *enforcement official* may exercise any enforcement powers as provided in San Diego Municipal Code Chapter 1, Article 3, as may be necessary to effectively implement and enforce this Division.
- (b) In addition to the general enforcement powers provided in San Diego Municipal Code Chapter 1, the *enforcement agency* and *enforcement official* may exercise any of the following supplemental enforcement powers as may be necessary to effectively implement and enforce this Division:
 - (1) *Sampling Authority.* During any inspection, the *enforcement official* may take samples deemed necessary in order to implement and enforce the provisions of this Division. This may include the installation of sampling and metering devices on private property, or requiring the *responsible person* to supply samples.
 - (2) *Notice of Violation.* The *enforcement official* may issue a *notice of violation* to any *responsible person* to cease and desist all activities that may cause or contribute to a discharge in violation of this Division. This order may require the *responsible person* to: (i) comply with the applicable provisions and policies that govern this Division; (ii) comply within the designated time frame for compliance; (iii) take appropriate remedial or preventative action to keep the violation from recurring.

- (3) **Monitoring and Mitigation.** The *enforcement official* may require reasonable monitoring of discharges from any *premises* to the *MS4* and shall have authority to order the mitigation of circumstances that may result in *illicit discharges*.
- (4) **Storm water pollution prevention plan.** The *enforcement official* shall have the authority to establish elements of a *storm water pollution prevention plan*, and to require any business or operation to adopt and implement such a plan pursuant to San Diego Municipal Code section 43.0307(b).
- (5) **Employee training program.** The *enforcement official* shall have the authority to establish the elements of an *employee training program* that is part of a *storm water pollution prevention plan*.
- (6) **Best management practices.** The *enforcement official* may establish the *BMPs* required to be implemented for any *premises* pursuant to San Diego Municipal Code section 43.0307(a).

(“*Stormwater Conveyance System Protection*” renumbered to Sec. 43.0309;
“*Enforcement Authority*” renumbered from Sec. 43.0311 and amended 9–10–2001 by
O–18975 N.S.)
(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

§43.0311 Enforcement Remedies

- (a) It is unlawful for any person, business, or association to violate the provisions and requirements of San Diego Municipal Code sections 43.0301 through 43.0309. Violations of these provisions may be prosecuted as misdemeanors subject to the penalties provided in San Diego Municipal Code section 12.0201. The *enforcement official* may seek injunctive relief or civil penalties in the Superior Court pursuant to San Diego Municipal Code section 12.0202, or pursue any administrative remedy provided in San Diego Municipal Code Chapter 1, Article 2, Divisions 3 through 10.
- (b) Administrative civil penalties assessed pursuant to San Diego Municipal Code Chapter 1, Article 2, Division 8 for violations of any of the provisions and requirements of San Diego Municipal Code sections 43.0301 through 43.0309 shall be assessed at a maximum rate of \$10,000 per day per violation. The maximum amount of civil penalties shall not exceed \$100,000 per parcel or structure for any related series of violations.
- (c) As part of any civil action filed pursuant to San Diego Municipal Code section 12.0202 to enforce any provisions of San Diego Municipal Code sections 43.0301 through 43.0309, a court may assess a maximum civil penalty of \$10,000 per day per violation.

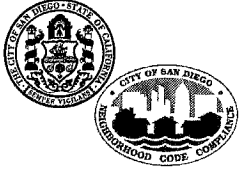
*(“Enforcement Authority” renumbered to Sec. 43.0310; “Enforcement Remedies” renumbered from Sec. 43.0312 and amended 9-10-2001 by O-18975 N.S.)
(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)*

§43.0312 Remedies Not Exclusive

Remedies under this Article are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive.

(“Enforcement Remedies” renumbered to Sec. 43.0311; “Remedies Not Exclusive” renumbered from Sec. 43.0313 and amended 9-10-2001 by O-18975 N.S.)

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RECOMMENDED SPECIFICATIONS FOR
Securing Openings

NCC
INFORMATION
BULLETIN
100

City of San Diego
Code Enforcement Section
Development Services Department
1222 First Avenue, 5th Floor, MS 511
San Diego, CA 92101-4101

When securing an unoccupied building against unauthorized entry, the San Diego Municipal Code (Sec. 54.0308) requires the following minimum standards:

