

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO, CALIFORNIA, DECLARING AN URGENT NECESSITY FOR THE PRESERVATION OF LIFE, HEALTH, PROPERTY; AND AUTHORIZING THE PLANNING & DEVELOPMENT DIRECTOR OR DESIGNEE TO ENTER INTO AND ADMINISTER CONTRACTS FOR THE DEMOLITION OF DANGEROUS STRUCTURES, AND REMOVAL OF HAZARDOUS MATERIALS WITHOUT ADVERTISED COMPETITIVE BIDDING; AND APPROVE THE FOLLOWING CONTRACTS: DAVID KNOTT INCORPORATED FOR DEMOLITION SERVICES IN AN AMOUNT NOT TO EXCEED \$589,972 AND CENTEC CONSTRUCTION FOR THE REMOVAL OF HAZARDOUS MATERIALS IN AN AMOUNT NOT TO EXCEED \$99,360; AND AUTHORIZE THE PLANNING & DEVELOPMENT DIRECTOR TO SIGN SUCH CONTRACTS

WHEREAS, City Charter section 1208 requires advertised competitive bidding for services involving the expenditure of City monies in excess of \$166,000, unless Council deems the service provided is of urgent necessity for the preservation of life, health or property, and such service is authorized by resolution passed by at least five affirmative votes of the Council and containing a declaration of the facts constituting the urgency; and

WHEREAS, the property located at 735-741 H Street has been subject to continuous break-ins, illegal occupancy and a recent fire. The fire created flooding in the basement which caused significant deterioration of the walls and the foundation. Potentially creating a higher risk for gravity loads and seismic event catastrophe.

WHEREAS, severely damaged vacant structures often become occupied by undetected transients/squatters whose lives may be at risk of loss should the structure collapse or be subject to another fire; and

WHEREAS, this unoccupied structure has also become imminently dangerous

1 of 4

Date Adopted:

Date Approved:

Effective Date:

City Attorney Approval: 

Resolution No.

and at risk of collapsing due to significant damage to the structural integrity as a result of fire, natural dilapidation, faulty wiring, or other elements causing the structure to be uninhabitable; and

WHEREAS, this severely damaged vacant structure also become a public nuisance, resulting in material annoyance, inconvenience, discomfort, or injury to another person or the public; and

WHEREAS, qualified staff from the Planning & Development Department conducted field assessments to determine current conditions of the property posing an imminent danger to life, health, and safety, and makes a determination whether an demolition is necessary to prevent collapse, further collapse, and to remove hazards to the general public; and

WHEREAS, once Planning & Development Department staff determined a demolition is necessary, the pre-approved agreements will allow authorized contractors to perform the services of demolition, testing for hazardous materials, and the removal of hazardous materials/debris without delay; and

WHEREAS, the City of Fresno desires to authorize contracting authority to the Planning & Development to enter these agreements with the proposed contractors; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fresno as follows:

1. The foregoing facts constitute an urgent necessity for the preservation of life, health, or property.
2. The requirement of advertising for bids is hereby waived pursuant to Charter section 1208(a).

3. The Planning & Development Department is authorized to enter a requirements contract with David Knott Incorporated (DKI) for demolition services for a term of up to six months, with an amount not to exceed \$589,972.

4. The Planning & Development Department is authorized to enter a requirements contract with Centec Construction for the removal of hazardous materials from the demolition site, for a term of up to six months, with an amount not to exceed \$99,360.

5. This resolution shall be effective upon final approval.

\* \* \* \* \*

Attachments:

David Knott Incorporated contract

Centec Construction contract

STATE OF CALIFORNIA )  
COUNTY OF FRESNO ) ss.  
CITY OF FRESNO )

I, TODD STERMER, City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

AYES :  
NOES :  
ABSENT :  
ABSTAIN :

Mayor Approval: \_\_\_\_\_, 2023  
Mayor Approval/No Return: \_\_\_\_\_, 2023  
Mayor Veto: \_\_\_\_\_, 2023  
Council Override Vote: \_\_\_\_\_, 2023

TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy \_\_\_\_\_ Date

APPROVED AS TO FORM:

ANDREW JANZ  
City Attorney

By: \_\_\_\_\_  
Brandon M. Collet Date  
Supervising Deputy City Attorney

CONTRACT  
CITY OF FRESNO, CALIFORNIA  
PUBLIC WORK OF IMPROVEMENT

THIS CONTRACT (Contract) is made and entered into by and between CITY OF FRESNO, a California municipal corporation (City), and David Knott Incorporated, Inc (Contractor) as follows:

1. Contract Documents. The "Contractor's Proposal," and the "Specifications" including "General Conditions," "Special Conditions," and "Technical Specifications" for the following: [Title] (Bid File No. [Bid File No.]) [Alternates (if any)] copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, including Performance and Payment Bonds, if required, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. Price and Work. For the monetary consideration of Five Hundred Eighty Nine Thousand Nine Hundred Seventy Two dollars and Zero cents (\$589,972.00), as set forth in the Bid Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, under the direction and to the satisfaction of the City's "Engineer", and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. Payment. The City accepts the Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. The Contractor agrees to accept electronic payment from the City.

4. Indemnification. To the furthest extent allowed by law, the Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses, and costs to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of the City or any of its officers, officials, employees, agents, or volunteers.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

5. Trench Shoring Detailed Plan. Contractor acknowledges the provisions of Section 6705 of the California Labor Code and, if said provisions are applicable to this Contract, agrees to comply therewith.

6. Worker's Compensation Certification. In compliance with the provisions of Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this Contract and will make my subcontractors aware of this provision.

**[Signatures follow on the next page.]**

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,  
a California municipal corporation

David Knott Incorporated ,  
Inc

By: \_\_\_\_\_  
[Name], [Title]  
General Services Department

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: Tracy D. Parvanian Date \_\_\_\_\_  
Supv. Sr. Deputy City Attorney  
10-13-23

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_ Date \_\_\_\_\_  
Deputy

City address:  
City of Fresno  
Attention: Dalton Bennett, Projects  
Administrator  
2600 Fresno Street, 3<sup>rd</sup> Floor  
Fresno, CA 93721  
Phone: (559) 621-8039  
E-mail: Dalton.Bennett@fresno.gov

Attachment: Contractor's Proposal

DocuSigned by:  
DAVID T. KNOTT  
7EF947564CA741B...  
By: \_\_\_\_\_  
Name: DAVID T. KNOTT  
Title: President  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)  
Dated: 10/13/2023

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)  
Dated: \_\_\_\_\_

Any Applicable Professional License:  
Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

Consultant Address:  
David Knott Incorporated  
Attention: David T. Knott, CEO, President  
4711 N Blythe Avenue  
Fresno, CA 93722  
Phone: (559) 271-3366  
E-mail: dave@davidknottinc.com



August 28, 2023

City of Fresno  
Planning & Development Department  
2600 Fresno Street  
Fresno, CA 93721  
Attn: Dalton Bennett  
559-621-8039  
[Dalton.Bennett@fresno.gov](mailto:Dalton.Bennett@fresno.gov)

RE: Demolition, Clearing and Backfill Grading of 735 – 741 H Street, Fresno, CA 93721

Cost Estimates of Equipment, Manpower and Related Fees

Equipment

Type	Estimated Hours	Hourly Rate	Estimated Cost
335 Excavator	200	\$191.69	\$38,338.00
308 Excavator	200	\$58.83	\$11,766.00
973 Crawler Loader	200	\$189.77	\$37,954.00
259D3 Skid Steer Loader	200	\$46.72	\$ 9348.00
415 Skiploader	200	\$59.78	\$11,956.00
2500 Gallon Water Truck	200	\$84.44	\$16,888.00
5 Axle End Dump Truck	960	\$185.00	\$177,600.00
Crew Truck	200	\$84.44	\$16,888.00

Manpower Based on Davis/Bacon Department of Industrial Relations  
General Decision Number CA20230018 Dated 8/25/2023

Classification	Hours	Hourly Rate	Estimated Cost
Operator Group 3	600	\$88.74	\$53,244.00
Operator Group 8-A	600	\$80.28	\$48,168.00
Laborer Group 4	400	\$46.43	\$18,572.00

**4711 N. Blythe Avenue • Fresno, CA. 93722**  
**(559) 271-3366 • Fax (559) 276-2520**  
**dave@davidknottinc.com**  
**Contractor's License # 895358**  
**D.J.R. Registration #1000007045**



Disposal Fees

C & D Debris	825 Tons	\$70.00 per ton	\$57,750.00
Brick Debris	1250 Tons	\$30.00 per ton	\$37,500.00

Backfill Material

Engineered Fill Dirt	6000 Cubic yards	\$9.00 per yard	\$54,000.00
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Total Estimated Costs	\$589,972.00
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Thank You,

**David T. Knott**

David T. Knott

**4711 N. Blythe Avenue • Fresno, CA. 93722**  
**(559) 271-3366 • Fax (559) 276-2520**  
**dave@davidknottinc.com**  
**Contractor's License #895358**  
**D.J.R. Registration #1000007045**

CONTRACT  
CITY OF FRESNO, CALIFORNIA  
PUBLIC WORK OF IMPROVEMENT

THIS CONTRACT (Contract) is made and entered into by and between CITY OF FRESNO, a California municipal corporation (City), and Centec Environmental Contraction, SP (Contractor) as follows:

1. Contract Documents. The "Contractor's Proposal," and the "Specifications" including "General Conditions," "Special Conditions," and "Technical Specifications" for the following: [Title] (Bid File No. [Bid File No.]) [Alternates (if any)] copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, including Performance and Payment Bonds, if required, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. Price and Work. For the monetary consideration of Ninety-Nine Thousand Three Hundred Sixty dollars and Zero cents (\$99,360.00), as set forth in the Bid Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, under the direction and to the satisfaction of the City's "Engineer", and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. Payment. The City accepts the Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. The Contractor agrees to accept electronic payment from the City.

4. Indemnification. To the furthest extent allowed by law, the Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses, and costs to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of the City or any of its officers, officials, employees, agents, or volunteers.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

5. Trench Shoring Detailed Plan. Contractor acknowledges the provisions of Section 6705 of the California Labor Code and, if said provisions are applicable to this Contract, agrees to comply therewith.

6. Worker's Compensation Certification. In compliance with the provisions of Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this Contract and will make my subcontractors aware of this provision.


**[Signatures follow on the next page.]**

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,  
a California municipal corporation

Christopher Sustaita,  
Sole Proprietorship

By: \_\_\_\_\_  
[Name], [Title]  
General Services Department

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Christopher Sustaita

Dated: \_\_\_\_\_

Title: Rep  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)  
Dated: 10/13/2023

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By:   
Tracy W. Porvanian Date  
Supv./Sr. Deputy City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)  
Dated: \_\_\_\_\_

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_ Date  
Deputy

Any Applicable Professional License:  
Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

City address:  
City of Fresno  
Attention: Dalton Bennett, Projects  
Administrator  
2600 Fresno Street, 3<sup>rd</sup> Floor  
Fresno, CA 93721  
Phone: (559) 621-8039  
E-mail: Dalton.Bennett@fresno.gov

Consultant Address:  
Centec Environmental Contraction  
Attention: Christopher Sustaita, Owner  
PO Box 28058  
Fresno, CA 93729  
Phone: (559)790-5570  
E-mail:  
Christopher@CentecConstruction.com

Attachment: Contractor's Proposal

## HAZARDOUS MATERIALS REMEDIATION ESTIMATE

**P** (559) 790-5570 Christopher@CentecConstructio.com

## Net 30

DATE \_\_\_\_\_