

**AGREEMENT FOR SERVICES BETWEEN  
THE CITY OF SALINAS AND RANDAZZO ENTERPRISES, INC.**

**34, 36, 38 Soledad Street Emergency Demolition**

THIS AGREEMENT is executed this 17th day of October, 2025, ("Agreement" or "Contract") between the City of Salinas, a California Charter city and municipal corporation (hereinafter "City") and Randazzo Enterprises, Inc., a California corporation (hereinafter "Contractor").

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Scope. Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Emergency Demolition of 34, 36, 38 Soledad Street. Scope of work is further discussed in Contractor's Proposal dated 10/09/2025, Attachment B.
2. Timeliness. Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. Term. The work under this Agreement shall commence October 17, 2025 and shall be completed by December 31, 2025 unless City grants a written extension of time as set forth in Section 2 above.
4. Payment. City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, Three Hundred Twenty Seven Thousand One Hundred and Nine Dollars (\$327,109.00), as more fully described in title of Contractor's fee schedule, Attachment B. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City's approval of Contractor's submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. Meet & Confer. Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. Insurance. Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. Indemnification. Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all

liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the City.

8. Licensing. Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. Termination. City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. Agency. In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. Non-Assignability. The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. Validity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. Laws. Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

16. Subject to Availability of Funds. In the event that the City Council, or other governing body, fails to appropriate or budget sufficient funds for the continuation of this agreement, or should funds become unavailable for any other reason, the City reserves the right to terminate this agreement upon written notice. This termination shall be effective as of the last day of the fiscal year for which funds were appropriated. Upon such termination, the Contractor will be limited to compensation for satisfactory services rendered up to the termination date.

17. Levine Act Disclosure Compliance (Cal Government Code Sec. 84308). Contractor hereby affirms and warrants that it has not contributed to the campaign of any elected or appointed City official an amount totaling more than \$500 within twelve (12) months of the effective date of this Agreement, except as Contractor has disclosed within its Levine Act Disclosure Form submitted by Contractor to the City. Contractor agrees, that in the event it makes any contributions subject to the Levine Act's disclosure requirements within twelve (12) months of the effective date of this Agreement, that it will file a Levine Act Disclosure Form (or Forms). Contractor acknowledges this duty of disclosure and that the City has made the Levine Act Disclosure Form(s) readily available on the City's public internet site under Your Government / Transparency section for Contractor's continuous compliance.

18. Electronic Execution of Agreement. The words "execution," "signed," "signature," and words of like import in this Agreement and shall be deemed to include electronic signatures or electronic records (including, without limitation, DocuSign and AdobeSign), each of which shall be of the same legal effect, validity, enforceability, and admissibility as a handwritten signature.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

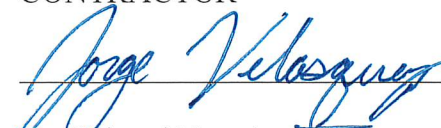
CITY OF SALINAS

\_\_\_\_\_  
René Mendez, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher A. Callihan, City Attorney, or  
Rhonda Combs, Assistant City Attorney

CONTRACTOR

  
\_\_\_\_\_  
By (Printed Name): Jorge Velasquez  
Its (Title): Project Manager

## **Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, 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 by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & 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 Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

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

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. 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.

### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **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 the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by

or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance 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 the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

4. A copy of the claims reporting requirements must be submitted by Contractor to the City.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

#### ***Waiver of Subrogation***

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

#### ***Verification of Coverage***

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

#### ***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 form at least as broad as CG 20 38 04 13.

#### ***Maintenance of Insurance***

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

***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.

# RANDAZZO ENTERPRISES, INC.

13550 BLACKIE ROAD  
Castroville, CA 95012-3200

Phone (831) 633-4420  
Fax (831) 633-4588

CA LIC # 471936  
DIR #1000000845

Date: October 6, 2025 (Revised October 9, 2025)

To: City of Salinas  
Attn: Don Reynolds

Phone: 831-594-6322/831-316-1428  
Email: don.reynolds@kimley-horn.com

Project: China Town – 34, 36, 38 Soledad St., Salinas

Demolition and removal to include the following:

1. Supply MBARD notification and pay fees.
2. Building 34 – Building and foundation; no asbestos survey. Debris will be handled as hazardous.  
Price: \$107,514.00
3. Building 36 – Building and foundation; no asbestos survey. Debris will be handled as hazardous.  
Price: \$142,488.00
4. Building 38 (2-Story burnt building) – Building and foundation; no asbestos survey. Debris will be handled as non-hazardous.  
Price: \$77,107.00

Price includes prevailing wages, equipment, and disposal fees.

Total Price: \$327,109.00

Notes: REI will do it's own survey for debris disposal (if there is cost savings, REI will give the City a credit).  
Building demo price is for all three buildings at the same time (no additional mobilizations).  
City to provide 24hr security when not working on site and during weekends and will fence site.

Add Alt I: CMU wall – Approx. 50LF x 12' – Footing to remain Price: \$8,142.00

**EXCLUSIONS AND OR GENERAL CONTRACTOR'S/ OWNER'S RESPONSIBILITY:**

- |  |                                 |
|--|---------------------------------|
| (X) PERMITS AND FEES-REI WILL SIGN & PICK-UP | (X) LAYOUT                      |
| (X) UTILITIES DISCONNECTED & CAPPED          | (X) GRADING & EXCAVATING        |
| (X) EROSION CONTROL                          | (X) TEMP FENCE                  |
| (X) RETENTION                                | (X) TEMP WATER FOR DUST CONTROL |
| (X) BURIED MATERIALS                         | (X) OFF SITE DEMO               |
| (X) ADDITIONAL MOBILIZATIONS                 | (X) ENCROACHMENT PERMIT         |

- PAYMENT DUE WITHIN 30 DAYS OF COMPLETION OF OUR WORK OR ADD 1.5%/MONTH THEREAFTER.
- NOT RESPONSIBLE FOR DAMAGE TO PUBLIC SIDEWALK, APRONS, CURB, GUTTER & PRIVATE DRIVEWAY OR ROADS DUE TO INGRESS & EGRESS.
- NOT RESPONSIBLE FOR DAMAGE TO UNKNOWN UNDERGROUND UTILITIES, SITE WILL BE USA'D
- IN THE EVENT OF A DISPUTE THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEYS FEES AND COSTS.
- OWNER OR GC TO DO WALKTHROUGH WITH REI FOREMAN AT START OF WORK.
- PRICING VALID FOR 30 DAYS

SIGNED: Jorge Velasquez / led

DocuSigned by:

DATED: 10/9/25

AUTHORIZED SIGNATURE: \_\_\_\_\_

René Mendez  
49009F0344B6488...

DATED: 10/17/2025 | 9:08 AM PDT

PRINTED NAME OF AUTHORIZED SIGNER \_\_\_\_\_

René Mendez