

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This agreement is entered into by and between the City of Grass Valley ("City") and Lester Enterprises Northstate, Inc ("Contractor").

1. Contractor represents that he or she is fully qualified to perform the requested services and is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this agreement.
2. The services to be performed are described as follows: Repair two sets of exterior stairs at Grass Valley City Hall. Demo existing concrete treads and landings. Fabricate and install steel diamond plate treads and landings.
3. Contractor's compensation shall be \$48,476 plus authorized incurred expenses. In no event shall the total payment for services and expenses under this Agreement exceed \$50,899.80.
4. The agreement commences 5/14/25 and expires 9/14/2025 unless City terminates the agreement earlier. No cause or notice is required to terminate this agreement.
5. Contractor shall provide only the services described herein. Any change in the services of Contractor requires an express amendment to the agreement signed by Contractor and City.
6. Contractor shall perform the requested services in a safe and professional manner. In performing this agreement, Contractor shall comply with all City, county, state, or federal laws, rules, regulations, policies, or ordinances, including, but not limited to, any that pertains to workplace safety, grooming and professionalism, and the prohibition of discrimination, harassment, workplace violence, or misuse of City property.
7. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act as agent on behalf of City. City and its agents shall have no control over the conduct of Contractor except as set forth in this agreement. Contractor shall not represent that he or she is in any manner an employee of City. Any business cards issued to contractor are for the purpose of identification only.
8. All data, documents, discussion, or other information developed or received by Contractor or provided for performance of this agreement are deemed confidential and shall not be disclosed by Contractor without City's prior written consent. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of the agreement.
9. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City, its officers, agents, employees, and volunteers, from and against any and all claims, losses, costs, and expenses due to the death or injury to any person and injury to any property which actually or allegedly arise out of or are in connection with any intentional, reckless,

negligent, or otherwise wrongful acts, errors, or omissions in the performance of this agreement by 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 active negligence, sole negligence, or willful misconduct of City, its officers, officials, employees, and volunteers. Such costs and expenses include reasonable attorney's fees incurred by counsel of City's choice.

The provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide City with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.

10. Contractor shall maintain insurance as required in Attachment A. These are minimum insurance required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to City and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to City.

11. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this agreement.

For CONTRACTOR

Signature

Date

For CITY

Signature

Date

Attachment A, Contract Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for one year 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 agents, representatives, employees, 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 \$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.
2. Automobile Liability: Insurance Services Office 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 insurance 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.

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:

Additional Insured

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 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).]

Primary Insurance

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.

Notice of Cancellation

Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance.

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 Entity.

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 Entity 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 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.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.