

ATTACHMENT E

DRAFT PROFESSIONAL SERVICES AGREEMENT

FEATHER RIVER RECREATION & PARK DISTRICT

Issued With	Addendum No. 2 of 2_ / Original RFQ Package
Issue Date	10.5.2026

NOTICE TO RESPONDENTS

This draft agreement is provided for respondent review only. It is not an offer, award, or executed contract and should not be signed or returned with the Statement of Qualifications unless expressly requested by the District. Respondents shall identify in their SOQ any requested exceptions or proposed modifications to this draft. The final scope of services, schedule, compensation, insurance requirements, and other project-specific provisions will be negotiated with the selected consultant and will be subject to approval and execution by the District in accordance with applicable authority.

This Professional Services Agreement ("Agreement") is entered into as of [EFFECTIVE DATE] by and between the FEATHER RIVER RECREATION & PARK DISTRICT, a California recreation and park district ("District"), and [CONSULTANT LEGAL NAME], a [STATE / ENTITY TYPE] ("Consultant"). District and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. District desires professional planning, architectural, landscape architectural, engineering, environmental, land surveying, design, permitting, cost-estimating, bidding, and/or related services for the Project described in Exhibit A, as applicable to the final negotiated scope.

B. Consultant represents that it and its proposed team possess the qualifications, licenses, personnel, experience, and resources necessary to perform the Services. Where applicable, Consultant has been selected on the basis of demonstrated competence and professional qualifications consistent with California Government Code section 4526.

C. The Parties desire to establish the terms under which Consultant will provide the Services.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

1. PROJECT; AGREEMENT DOCUMENTS

1.1 Project. The Project is described in Exhibit A. The Services to be provided under this Agreement are described in Exhibit B.

1.2 Agreement Documents. The Agreement Documents consist of this Agreement, its exhibits, any written amendments or task authorizations executed by authorized representatives of the Parties, the District's RFQ and addenda to the extent incorporated by reference, and those portions of Consultant's SOQ or negotiated proposal expressly accepted by the District. Consultant's standard terms, limitations, or conditions are not incorporated unless expressly stated in a written amendment signed by the District.

1.3 Order of Precedence. In the event of a conflict, the following order of precedence shall apply unless a written amendment expressly states otherwise: (1) signed amendments; (2) this Agreement; (3) project-specific exhibits; (4) District RFQ and addenda; and (5) accepted portions of Consultant's SOQ or negotiated proposal.

2. SCOPE OF SERVICES AND DELIVERABLES

2.1 Basic Services. Consultant shall perform the services and provide the deliverables identified in Exhibit B ("Services") in accordance with this Agreement, the approved schedule, applicable law, and the professional standard of care stated below.

2.2 Deliverable Format. Unless otherwise stated in Exhibit B, final deliverables shall be provided in PDF and in reasonably requested editable/native formats used to create the deliverables, including as applicable CAD files, GIS files, spreadsheets, specifications, schedules, cost estimates, survey data, and image files. Consultant shall identify any proprietary software limitations before commencing the affected task.

2.3 Coordination. Consultant shall coordinate the work of its employees and subconsultants, attend meetings reasonably required by the scope, and promptly notify the District of material issues that may affect cost, schedule, permitting, constructability, or successful completion of the Project.

3. TERM; NOTICE TO PROCEED; SCHEDULE

3.1 Term. The term of this Agreement begins on the Effective Date and continues until completion and acceptance of the Services, unless earlier suspended or terminated in accordance with this Agreement.

3.2 Notice to Proceed. Consultant shall not commence billable Services until the District issues written authorization or a Notice to Proceed. The District may authorize Services by phase or task.

3.3 Schedule. Consultant shall perform the Services in accordance with the schedule in Exhibit B. Consultant shall promptly notify the District in writing of any actual or anticipated delay, its cause, and proposed corrective action. Schedule adjustments require written District approval.

4. PROFESSIONAL STANDARD OF CARE; LICENSES; CORRECTION OF SERVICES

4.1 Standard of Care. Consultant shall perform the Services with the level of skill, care, and diligence ordinarily exercised by members of the same profession practicing under similar circumstances in the same or similar locality at the time the Services are performed. Consultant does not warrant or guarantee perfect results, but shall be responsible for meeting this professional standard of care.

4.2 Licenses and Qualifications. Consultant and each subconsultant shall maintain all professional licenses, registrations, certifications, and business authorizations required to perform their assigned Services. Work requiring a California professional license shall be performed under the responsible charge of an appropriately licensed professional.

4.3 Correction of Services. If Consultant becomes aware, or the District reasonably identifies, that a Service or deliverable fails to conform to the applicable professional standard of care, Consultant shall promptly evaluate and, to the extent attributable to Consultant, correct the nonconforming Service without additional compensation. This provision does not create a warranty or guarantee beyond the standard of care.

5. CONSULTANT RESPONSIBILITIES; SITE AND REFERENCE INFORMATION

5.1 Review of Information. Consultant shall review the Agreement Documents and District-furnished reference information relevant to its Services and shall promptly notify the District of material conflicts, omissions, inconsistencies, or apparent errors discovered in the course of providing the Services.

5.2 Site Verification. Consultant shall make the site observations, measurements, and field verifications reasonably necessary for performance of the Services. Consultant is not responsible for concealed or subsurface conditions that could not reasonably be identified through the Services included in Exhibit B. If subsurface investigation, testing, utility locating, or similar specialized work is needed, Consultant shall notify the District and shall not incur additional cost without written authorization.

5.3 District-Furnished Reference Materials. Survey records, deeds, easements, utility information, concept plans, reports, and other reference materials furnished by the District are provided to assist Consultant. Consultant may reasonably rely on information prepared by licensed third parties unless Consultant knows or reasonably should know the information is materially inaccurate or incomplete.

Conceptual renderings are not a substitute for field verification, recorded property documents, applicable codes, or professional judgment.

5.4 Construction Means, Methods, and Safety. Unless expressly included in Exhibit B, Consultant shall not have control over or responsibility for a construction contractor's means, methods, techniques, sequences, procedures, site safety programs, or compliance with construction safety laws. Consultant's site observations, reviews, or approvals shall not relieve a construction contractor of its independent obligations.

6. DISTRICT RESPONSIBILITIES

6.1 Information and Access. The District shall provide Consultant with reasonable access to the Project site and District records in its possession that the District determines are relevant to the Services, subject to applicable restrictions.

6.2 District Decisions. The District shall designate a representative and shall provide decisions, reviews, and approvals reasonably necessary to allow Consultant to proceed. District review or acceptance of Consultant's Services does not relieve Consultant of responsibility for the professional adequacy of its Services.

6.3 Fees and Third-Party Costs. Unless Exhibit B or C states otherwise, the District shall be responsible for agency permit fees, filing fees, utility fees, reproduction costs specifically requested by the District, and specialized third-party investigations that the District separately authorizes.

7. DISTRICT REPRESENTATIVE; CONSULTANT PROJECT MANAGER; KEY PERSONNEL AND SUBCONSULTANTS

7.1 District Representative. The District's authorized representative is [NAME / TITLE], or another person designated in writing by the District. Only the Board of Directors, General Manager, or another person acting within delegated contracting authority may amend the Agreement or authorize compensation beyond the approved not-to-exceed amount.

7.2 Consultant Project Manager. Consultant's Project Manager is [NAME / TITLE]. Consultant shall not replace the Project Manager or other key personnel identified in Exhibit B or the accepted SOQ without prior written District approval, which shall not be unreasonably withheld.

7.3 Subconsultants. Consultant may use the subconsultants identified in Exhibit B or the accepted SOQ. Consultant remains fully responsible for all Services performed by subconsultants and shall require them to comply with applicable provisions of this Agreement. Consultant shall not add, replace, or materially change a key subconsultant without prior written District approval.

8. CHANGES IN SERVICES; ADDITIONAL SERVICES

8.1 Written Authorization Required. The District may add, delete, suspend, or revise Services by written direction. Consultant shall not perform Additional Services or incur fees beyond the authorized scope or not-to-exceed amount without prior written authorization from an authorized District representative.

8.2 Proposal for Change. Before performing requested Additional Services, Consultant shall provide a written description of the proposed work, the reason it is outside the existing scope, any schedule impact, and the proposed compensation. Emergency or time-sensitive work may be authorized by written electronic communication when issued by a person with authority to approve the work, followed by a formal amendment if required.

8.3 No Constructive Change. Attendance at meetings, review comments, routine coordination, or informal communications do not constitute authorization for Additional Services unless the District expressly authorizes additional compensation in writing.

9. COMPENSATION; INVOICES; REIMBURSABLE EXPENSES

9.1 Compensation. The District shall compensate Consultant as provided in Exhibit C. Unless Exhibit C expressly states otherwise, compensation is on a time-and-materials basis subject to a total not-to-exceed amount of \$[_____]. Consultant shall manage the Services within the approved budget and

shall notify the District before reaching eighty percent (80%) of the not-to-exceed amount if additional authorization may be required.

9.2 Invoices. Consultant shall submit itemized invoices no more frequently than monthly. Invoices shall identify the billing period, task or phase, personnel, hours, billing rates, reimbursable expenses, subconsultant charges, amount previously billed, current amount due, and remaining authorized budget. The District may request reasonable supporting documentation.

9.3 Payment. The District shall pay undisputed amounts on approved invoices within thirty (30) days after receipt. If the District disputes an item, it may withhold the disputed portion while paying the undisputed balance and shall notify Consultant of the basis for the dispute.

9.4 Reimbursable Expenses. Reimbursable expenses are limited to those expressly authorized in Exhibit C or approved in writing by the District and shall be billed at actual cost without markup unless Exhibit C expressly permits a markup.

10. RECORDS; AUDIT; PUBLIC RECORDS

10.1 Project and Financial Records. Consultant shall maintain complete and accurate records reasonably necessary to substantiate its invoices and performance under this Agreement, including time records, expense records, subconsultant invoices, correspondence, calculations, and project files. Consultant shall retain such records for at least three (3) years after final payment, or longer if required by applicable law or a project funding requirement stated by the District.

10.2 District Audit Rights. Upon reasonable notice, the District and agencies with lawful oversight authority may inspect and copy records directly related to the Services and compensation. Any audit shall be conducted during normal business hours and in a manner that reasonably protects confidential or privileged material not subject to disclosure.

10.3 California Public Records Act. Consultant acknowledges that records provided to the District may be subject to disclosure under the California Public Records Act. The District will determine whether District records are subject to disclosure. Consultant shall clearly identify material it believes is legally exempt from disclosure and, upon request, provide the legal basis for that position; however, Consultant may not direct the District to withhold a public record contrary to law.

11. OWNERSHIP AND USE OF DOCUMENTS; ELECTRONIC FILES

11.1 Project-Specific Deliverables. Upon payment for the applicable Services, the District shall own the project-specific reports, plans, drawings, specifications, surveys, calculations, estimates, renderings, maps, GIS data, schedules, and other deliverables prepared specifically for the Project, to the extent ownership may lawfully be transferred. Consultant retains ownership of its pre-existing tools, templates, details, methods, software, and other intellectual property of general application.

11.2 License to Pre-Existing Material. To the extent a deliverable incorporates Consultant's pre-existing intellectual property, Consultant grants the District a perpetual, nonexclusive, royalty-free license to use, reproduce, maintain, and modify that material as reasonably necessary to use the project-specific deliverable for the Project and District operations related to the Project.

11.3 Reuse and Modification. The District may use and reuse project-specific deliverables for the Project and future phases. If the District materially modifies or reuses a professional instrument of service for a purpose not contemplated by this Agreement without Consultant's involvement, the District assumes responsibility for the consequences of that independent modification or reuse, except to the extent caused by Consultant's original negligence, recklessness, or willful misconduct.

11.4 Electronic Files. Consultant shall provide electronic/native files identified in Exhibit B. Because electronic files may be altered after delivery, the signed/sealed PDF or other final issued document shall control over an altered electronic copy unless the Parties agree otherwise in writing.

12. COMPLIANCE WITH LAWS; PERMITS; NONDISCRIMINATION

12.1 Applicable Law. Consultant shall perform the Services in compliance with applicable federal, state, and local laws, regulations, ordinances, codes, and lawful orders governing the Services.

12.2 Permitting and Agency Coordination. To the extent included in Exhibit B, Consultant shall identify applicable approvals and permits, prepare or assist with required applications and technical documents, and coordinate with reviewing agencies. Consultant shall promptly advise the District of material agency requirements that may affect scope, cost, or schedule.

12.3 Nondiscrimination. Consultant shall not unlawfully discriminate in employment or in performance of this Agreement and shall comply with applicable federal and California nondiscrimination and equal employment opportunity laws. Consultant shall require subconsultants to comply with applicable nondiscrimination laws.

13. CONFLICT OF INTEREST AND ETHICS

13.1 Disclosure. Consultant shall disclose any actual or reasonably apparent conflict of interest relating to the Project, the District, or Consultant's proposed Services and shall promptly disclose any conflict that arises during the term of this Agreement.

13.2 Compliance. Consultant shall comply with applicable California conflict-of-interest laws, including Government Code sections 1090 et seq. and 87100 et seq., to the extent applicable to Consultant's role. If the District determines that Consultant or designated personnel are subject to the District's conflict-of-interest code or disclosure requirements, Consultant shall timely complete the required disclosure forms.

13.3 No Improper Consideration. Consultant shall not offer or provide rebates, kickbacks, gifts, or other unlawful consideration in connection with the selection, negotiation, or performance of this Agreement.

14. INDEPENDENT CONTRACTOR

14.1 Status. Consultant is an independent contractor and not an employee, officer, agent, partner, or joint venturer of the District. Consultant is solely responsible for the direction and control of its personnel, subject to the requirements of this Agreement.

14.2 Taxes and Benefits. Consultant is responsible for all payroll obligations, taxes, insurance, benefits, and other obligations applicable to its employees and subconsultants. No Consultant personnel are entitled to District employee benefits.

15. INDEMNIFICATION

15.1 General Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Feather River Recreation & Park District, its Board of Directors, officers, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to the acts, errors, omissions, negligence, recklessness, or willful misconduct of Consultant, its employees, agents, subconsultants, or anyone for whom Consultant is legally responsible in the performance of this Agreement.

15.2 Design Professional Services. To the extent Consultant performs services subject to California Civil Code section 2782.8, Consultant's indemnification and defense obligations shall apply to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, and Consultant's obligation to pay defense costs shall not exceed Consultant's proportionate percentage of fault, as provided by applicable law.

15.3 No District Indemnification. Nothing in this Agreement shall require the District to indemnify, defend, or hold harmless Consultant or any subconsultant.

15.4 Survival. Consultant's indemnification obligations shall survive completion or termination of this Agreement to the extent permitted by law.

16. INSURANCE

16.1 General Requirement. Before commencing Services, Consultant shall provide evidence of insurance acceptable to the District and shall maintain required coverage throughout the term of the Agreement. Unless the District approves different limits in writing, the minimum requirements are stated in Exhibit D.

16.2 Subconsultants. Consultant shall require each subconsultant to maintain insurance appropriate to its Services. Consultant remains responsible for ensuring that subconsultant coverage is sufficient for the assigned work.

16.3 No Limitation of Liability. District review or acceptance of insurance documents does not relieve Consultant of any obligation or liability under this Agreement and does not waive any insurance requirement.

17. SUSPENSION

17.1 District Suspension. The District may suspend all or part of the Services for convenience by written notice. Consultant shall promptly stop the affected Services as directed, protect work in progress, and take reasonable steps to minimize additional cost.

17.2 Restart and Adjustment. When the District authorizes resumption, Consultant shall promptly resume the Services. The Parties shall make an equitable written adjustment to the schedule and, if warranted, to compensation for reasonable and unavoidable costs directly caused by the suspension that were not caused by Consultant.

17.3 Extended Suspension. If a suspension not caused by Consultant continues for more than ninety (90) consecutive days, Consultant may request termination of the suspended portion upon ten (10) days written notice unless the Parties agree to continue the suspension.

18. TERMINATION

18.1 Termination for Convenience. The District may terminate this Agreement, in whole or in part, for convenience at any time by written notice. Upon receipt, Consultant shall discontinue the affected Services as directed, place no further commitments for the terminated portion, reasonably protect completed and in-progress work, and deliver to the District all completed and partially completed Project materials for which the District has paid or will pay under this Section.

18.2 Payment Upon Convenience Termination. Upon termination for convenience, Consultant shall be paid for authorized Services satisfactorily performed through the effective date of termination and for reasonable, documented, District-approved closeout costs necessarily incurred because of the termination. Consultant shall not be entitled to anticipated profit, lost opportunity, or other damages on unperformed Services.

18.3 Termination for Cause by District. The District may terminate this Agreement for cause if Consultant materially breaches the Agreement and fails to commence and diligently pursue cure within ten (10) days after written notice, or within another period stated by the District when a longer cure period is reasonably necessary. Grounds may include material failure to perform the Services, loss of a required license, failure to maintain required insurance, abandonment, insolvency, or an uncured material conflict of interest.

18.4 Termination by Consultant. Consultant may terminate this Agreement if the District materially breaches an undisputed payment or other material obligation and fails to cure the breach within thirty (30) days after written notice describing the breach, provided Consultant continues to protect Project work and cooperates in an orderly transition.

18.5 Transition. Upon any termination, Consultant shall reasonably cooperate in transferring Project information and work product to the District or a successor consultant. Sections that by their nature should survive termination shall remain effective.

19. DISPUTES; CONTINUED PERFORMANCE; GOVERNING LAW AND VENUE

19.1 Meet and Confer. Before commencing litigation, the Parties shall make a good-faith effort to resolve disputes through a meeting between representatives with authority to settle the dispute. The Parties may agree in writing to nonbinding mediation.

19.2 Continued Performance. Unless the District directs otherwise or continued performance would be unlawful or unsafe, Consultant shall continue performing undisputed Services during a dispute, and the District shall continue paying undisputed invoice amounts.

19.3 Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of California. Venue for any legal action arising from or relating to this Agreement shall lie in the County of Butte, State of California, unless applicable law requires otherwise.

20. ASSIGNMENT

20.1 No Assignment Without Consent. Neither Party may assign this Agreement, in whole or in material part, without the prior written consent of the other Party, except that the District may assign the Agreement to a successor public agency or entity responsible for the Project where permitted by law. No approved assignment relieves the assigning Party of obligations already accrued unless expressly agreed in writing.

21. NOTICES

21.1 Form of Notice. Formal notices required by this Agreement shall be in writing and delivered personally, by nationally recognized overnight courier, by certified or registered mail, or by email with confirmation of transmission or receipt. Routine project communications may be transmitted by ordinary email.

21.2 Addresses. Notices shall be sent to the addresses below, or to any replacement address designated in writing:

DISTRICT	CONSULTANT
Feather River Recreation & Park District 1200 Myers Street Oroville, CA 95965 Attn: [NAME / TITLE] Email: [EMAIL]	[CONSULTANT LEGAL NAME] [ADDRESS] [CITY, STATE ZIP] Attn: [NAME / TITLE] Email: [EMAIL]

22. GENERAL PROVISIONS

22.1 Successors. This Agreement binds and benefits the Parties and their permitted successors and assigns.

22.2 No Waiver. A Party's failure or delay in enforcing a provision is not a waiver of that provision or of any other right. A waiver must be in writing and applies only to the specific matter waived.

22.3 Cumulative Remedies. Except where this Agreement expressly states otherwise, contractual rights and remedies are cumulative and are in addition to rights and remedies available by law.

22.4 No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties and does not create contractual rights in any third party.

22.5 Severability. If any provision is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

22.6 Survival. Provisions that by their nature should survive completion or termination, including payment obligations, audit rights, ownership and license rights, indemnity, confidentiality/public-record obligations, and dispute provisions, shall survive.

22.7 Entire Agreement. The Agreement Documents constitute the entire agreement between the Parties concerning the Services and supersede prior or contemporaneous oral or written discussions on the same subject, except as expressly incorporated.

22.8 Amendments. This Agreement may be amended only by a written instrument executed by representatives with authority to bind both Parties. A District employee or consultant who lacks contracting authority cannot modify the Agreement or authorize additional compensation.

22.9 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature. Each counterpart is deemed an original, and together they constitute one agreement.

22.10 Authority. Each person signing represents that the person is authorized to execute this Agreement on behalf of the identified Party.

23. SPECIAL PROVISIONS

23.1 Project-Specific Conditions. Any special conditions, grant requirements, funding restrictions, regulatory obligations, or other project-specific provisions shall be stated in Exhibit A, Exhibit B, or a written amendment. If a funding source imposes additional requirements after execution, the Parties shall cooperate in good faith to document any necessary changes to scope, schedule, or compensation.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**FEATHER RIVER RECREATION & PARK
DISTRICT**

[CONSULTANT LEGAL NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form (if required):

EXHIBIT A

PROJECT DESCRIPTION

Project Name: [PROJECT NAME]

Project Location: [PROJECT LOCATION]

RFQ / Procurement No.: [RFQ NO.]

Project Background and Purpose:

[Insert the final project description, objectives, known site conditions, applicable property/easement information, project budget or funding constraints, and any phasing assumptions. Reference District attachments by title where appropriate.]

District Project Budget / Construction Budget (if applicable): \$[_____]

Special Funding / Grant Requirements (if applicable): [NONE / DESCRIBE]

DRAFT

EXHIBIT B

SCOPE OF SERVICES, DELIVERABLES, KEY PERSONNEL, AND SCHEDULE

The final negotiated scope should be organized by task and should identify, at a minimum, the following:

- Task 1 - Project Management / Kickoff / Coordination
- Task 2 - Records Review, Site Investigation, Surveying, and Base Mapping
- Task 3 - Conceptual / Schematic Design and Alternatives
- Task 4 - District / Stakeholder Coordination and Design Development
- Task 5 - Construction Documents, Technical Specifications, and Cost Estimate
- Task 6 - Permitting / Agency Coordination
- Task 7 - Bidding / Procurement Assistance
- Task 8 - Construction-Phase Services, if authorized
- Task 9 - Record Documents / Closeout, if authorized

Deliverables: [INSERT TASK-BY-TASK DELIVERABLES AND REQUIRED ELECTRONIC FORMATS]

Key Personnel and Subconsultants: [INSERT NAMES, ROLES, LICENSES, AND FIRMS]

Schedule / Milestones: [INSERT NEGOTIATED SCHEDULE]

EXHIBIT C

COMPENSATION AND RATE SCHEDULE

Compensation Method: [TIME AND MATERIALS / LUMP SUM / TASK-BASED] subject to a total not-to-exceed amount of \$[_____].

Task Budget:

Task	Description	Fee / NTE	Billing Basis
1	[Description]	\$[_____]	[T&M / Lump Sum]
2	[Description]	\$[_____]	[T&M / Lump Sum]
3	[Description]	\$[_____]	[T&M / Lump Sum]
4	[Description]	\$[_____]	[T&M / Lump Sum]
5	[Description]	\$[_____]	[T&M / Lump Sum]

Hourly Rate Schedule: [ATTACH OR INSERT NEGOTIATED RATES]

Reimbursable Expenses: [IDENTIFY ALLOWED ITEMS; DEFAULT IS ACTUAL COST WITHOUT MARKUP]

EXHIBIT D

INSURANCE REQUIREMENTS

Unless the District approves different limits in writing before Notice to Proceed, Consultant shall maintain the following minimum insurance. These draft limits should be confirmed by the District's risk advisor before issuance of the final Agreement.

Coverage	Minimum Limit	Key Requirement
Commercial General Liability	\$2,000,000 each occurrence / \$4,000,000 aggregate	Occurrence form; District, its directors, officers, employees, agents, and volunteers additional insured for ongoing and completed operations; primary and noncontributory.
Business Automobile Liability	\$1,000,000 combined single limit	Owned, hired, and non-owned automobiles used in connection with the Services.
Workers' Compensation / Employers' Liability	Statutory WC / \$1,000,000 employers' liability	As required by California law; waiver of subrogation in favor of District where commercially available and lawful.
Professional Liability / Errors & Omissions	\$2,000,000 each claim / \$2,000,000 aggregate	Coverage appropriate to professional Services; if claims-made, retroactive date no later than start of Services and continuous coverage or extended reporting for at least three (3) years after completion.

Insurance Conditions:

- Certificates and required endorsements shall be provided before Notice to Proceed and upon renewal.
- Additional insured status is not required on professional liability coverage.
- Consultant shall promptly notify the District after receiving notice of cancellation, nonrenewal, or material reduction in required coverage.
- Deductibles or self-insured retentions that materially impair Consultant's ability to satisfy its obligations may be subject to District approval.
- Consultant shall require subconsultants to carry coverage appropriate to their Services and shall provide evidence upon request.
- Coverage requirements do not limit Consultant's liability or indemnity obligations.

END OF DRAFT ATTACHMENT E