



Lancaster School District

August 22nd, 2025

Request for Proposals – LOR Services for Nancy Cory Elementary School New Construction & Modernization Improvements Project.

ADDENDUM #1

1. Is it possible to include a provision regarding California Civil Code 2782.8 in Section 29 Indemnification which is the industry standard for design professional agreements?
 - Yes, please see below accepted language in 2.
2. Is it possible to include the language below (in red font) to allow our defense under nonprofessional services to be limited to negligent acts and willful misconduct? This is to ensure that the Consultant's indemnification obligation is fair and appropriately limited. This language clarifies that the Consultant is only responsible for claims that result from their own negligence or willful misconduct—not for issues outside their control or unrelated to their performance under the agreement
 - **Indemnification.** *To the extent permitted by Civil Code section 2782.8*, For all liability either found by a court of competent jurisdiction, or as agreed to by the parties, to have not arisen out of the professional services of Consultant as described in Exhibit "D," Consultant agrees to indemnify, defend and hold harmless District and its officials, elected board members, employees and agents ("Indemnified Parties") from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, *in proportion and to the extent caused by negligent acts or willful misconduct under this Agreement*, including the negligent acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to **reasonable** attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law.

Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.

- Yes, the district has approved adding the revised below language.

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3. Can you please provide the Geotech report for this project?

- Not available currently. Work in progress.