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**AGREEMENT FOR ARCHITECTURAL/ENGINEERING  
(A/E) SERVICES**

This Agreement for Architectural Services (“Agreement”) is entered into this 11th day of June, 2025 by and between **SANTA ROSA ELEMENTARY SCHOOL DISTRICT and SANTA ROSA HIGH SCHOOL DISTRICT**, California public school districts (“District”) and **Motive Studio** (“A/E”, “Architect” or “Engineer”)(the District and the A/E are collectively referred to herein as “the Parties.”) This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

**RECITALS**

**WHEREAS**, from time-to-time, the District is engaged in the design, bidding and construction of works of improvement consisting generally of the renovation, modernization and/or construction of new and existing physical facilities throughout the District sites and campuses; these works of improvement are hereinafter collectively referred to as “the Projects” and singularly referred to as “an Assigned Project”.

**WHEREAS**, the District desires to retain A/E to provide and perform architectural and related services in connection with the design, bidding, and construction of the Projects assigned by the District to the A/E under this Agreement; the specific terms and conditions for an Assigned Project will be as set forth in the Project Assignment in substantially the form attached hereto as *Exhibit A – Project Assignment*.

**WHEREAS**, A/E is duly licensed as an architect and/or engineer under the laws of the State of California and is qualified and capable of providing and performing the services and its other obligations under this Agreement in accordance with the terms hereof.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the District and A/E agree as follows:

**AGREEMENT**

**1 BASIC SERVICES.**

1.1 **Scope.** A/E shall provide Basic Services and authorized Additional Services for an Assigned Project, as more particularly enumerated in this Agreement and in the Project Assignment for the Assigned Project. All Basic Services and authorized Additional Services for an Assigned Project shall be performed and completed by employees of the A/E and the A/E’s Sub-Consultants. Architect’s services hereunder shall be performed or provided consistent with the Basic Services Completion Schedule set forth in a Project Assignment and with professional skill and care and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and completion of the design, bidding and construction of the Assigned Projects. The scope of Basic Services to be provided by the A/E in connection with an Assigned Project shall be in accordance with the Project Assignment issued by the District for an Assigned Project; the form of Project Assignment is attached hereto as *Exhibit A*, and incorporated herein by this reference.

1.2 **Project Construction Budget.** If a Project Construction Budget is established for an Assigned Project, the A/E shall design the Project Plans within the Project Construction Budget and the value of the Construction Cost Estimate for the design work shall not exceed 95 percent of the Project Construction Budget without prior written authorization of the District; where an estimate exceeds such limit without the District’s authorization, A/E shall redesign the Project Plans to stay within the Project Construction Budget at no additional cost to the District. All Construction Cost Estimates prepared by the A/E for the Project shall include hard construction costs, and contractor’s overhead and profit, and design contingencies within the specified Project Construction Budget. The parties recognize that neither the District nor the A/E has control over the cost of materials, labor, or the bidding market. Accordingly, the A/E cannot and does not warrant or represent that bids will not vary from budgets for the project.

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- 1.3 **Architect of Record.** Architect is the Architect of Record for the work of this Agreement and any and all Assigned Projects related thereto.
  - 1.4 **Pre-Approval of A/E's Consultants.** Prior to the execution of each Project Assignment, the A/E shall submit, for written approval by the District, the names of the consultant firms proposed for the Project and shall identify the principals of the proposed consultant firms who will be assigned to the Project. The District shall have the discretion to accept or reject any firm proposed. If a firm is rejected, the A/E shall propose an alternate firm acceptable to the District. Nothing in this Agreement shall create any contractual relation between the District and any consultant employed by the A/E.
  - 1.5 **Regulatory Approvals.** A/E is responsible for obtaining review and approvals by customary applicable regulatory agencies, including but not limited to the Division of the State Architect, for building permits. The District shall be responsible for obtaining review and approvals by applicable regulatory agencies for environmental reviews, entitlements, hazardous material abatement, and other CEQA related activities. The District shall be responsible for all regulatory fees.
  - 1.6 **Architect Independent Contractor.** In providing services hereunder, Architect shall be an independent contractor to the District. The express terms hereof set forth the limited extent to which Architect is authorized to act on behalf of the District in its independent contractor capacity. Without otherwise limiting liability, Architect shall be responsible to the District and third parties for the consequences of Architect's actions or conduct which exceed the express limited scope of Architect's authority to act on behalf of the District set forth herein.
  - 1.7 **Architect Standard of Care.** Architect and its Sub-Consultants shall provide the Basic Services and authorized Additional Services for an Assigned Project: (i) using its best professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of an Assigned Project; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time services are rendered. All services provided pursuant to this Agreement shall be in accordance with the provisions of the California Public Contract Code.
  - 1.8 **Records and Reports.** The Architect shall maintain current, accurate and complete records of the Project Construction, including without limitation, correspondence, memoranda, Change Orders, Change Order Requests, Proposal Requests and similar records relating to an Assigned Project. The Architect shall timely prepare and submit all reports regarding the Project construction required by applicable law, rule or regulation.
  - 1.9 **Limitations Upon Architect's Construction Phase Services.** Architect's services during the Construction Phase shall not be deemed Architect's assumption of, or control over, construction means, methods and sequences or site safety, all of which remain the responsibility of the Contractor. Architect shall not have control over or charge of the acts or omissions of the Contractor or its Subcontractors or their agents and employees.

## 2 **A/E COMPENSATION**

- 2.1 **Contract Price.** For each Assigned Project, the District will pay the Contract Price set forth in the Project Assignment for the Assigned Project. Unless otherwise expressly provided in the Project Assignment for an Assigned Project, the Contract Price for an Assigned Project includes without limitation the A/E's fee, Sub-Consultants' fees, personnel expense of the A/E and Sub-Consultants inclusive of all benefits and burdens, incidental expenses for telephone, postage, delivery, office supplies, reproduction of plans and prints, photographic film and development, travel for the personnel of the A/E and

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Sub-Consultants to and from their respective offices and the District as well as travel, insurance and all other administrative or overhead costs associated with or arising out of performance of the Basic Services designated in the Project Assignment for an Assigned Project. If an Architectural Services Budget is established in the Project Assignment for an Assigned Project, the aggregate amount paid by the District for the Basic Services for the Assigned Project shall not exceed the amount of the Architectural Services Budget.

2.2 **Construction Phase Changes; Adjustment of Contract Price.** The Contract Price for the Basic Services for an Assigned Project is not subject to adjustment unless there are changes authorized in writing by the District for an Assigned Project which are not the result of errors, omissions or other defects in the Design Documents or failures of the A/E or Sub-Consultants to timely and completely perform the Basic Services for the Assigned Project. If services of the A/E or Sub-Consultants are required in connection with such changes during an Assigned Project which do not result from errors, omissions or other defects in the Design Documents or failures of the A/E or Sub-Consultants to timely and completely perform the Basic Services for an Assigned Project, the Contract Price for an Assigned Project will be adjusted by an amount to be approved by the District Project team at the District's sole discretion, in an amount reasonably necessary to complete design and related services for such changes. This amount will be based, at least in part, on any applicable hourly rate(s) set forth in the Rate Schedule for the Assigned Project. If a change during an Assigned Project is the result of errors, omissions or other defects in the Design Documents or failures of the A/E or Sub-Consultants to timely and completely perform the Basic Services, services required of the A/E or its Sub-Consultants in connection with such change shall not result in adjustment of the A/E Contract Price for the Assigned Project and shall be borne solely by the A/E.

2.3 **Reimbursable Expenses.** The Contract Price for Architect's Basic Services for an Assigned Project includes all costs and expenses of a non-capital nature reasonably and necessarily incurred by A/E to perform the Basic Services as specified in Article 2.1 above or in a Project Assignment. Unless expressly authorized in advance by the District, no payment will be made by the District for expenses or costs of any kind, type or nature. The District shall only be responsible to issue payment to A/E for Reimbursable Expenses that are authorized by the District in writing.

2.4 **Additional Services.** If the District authorizes or directs the A/E to perform or provide Additional Services in connection with an Assigned Project, A/E shall be compensated for such Additional Services in accordance with a fixed fee and/or based on a hourly rate schedule, as set forth and determined in the Project Assignment. Where fees for A/E's personnel are authorized, such fees shall be in accordance with the schedule attached to the Project Assignment for the Assigned Project ("the Rate Schedule"). The District shall only be responsible to issue payment to A/E for Additional Services that are authorized by the District in writing.

2.5 **District Payments.**

2.5.1 Allocation of Contract Price. The District's payment of the Contract Price for Basic Services for an Assigned Project shall be allocated amongst the various Phases of the Basic Services for an Assigned Project as set forth in the Project Assignment for an Assigned Project, or as otherwise set forth in the Project Assignment.

2.5.2 A/E Billings to District. During the course of providing Basic Services for an Assigned Project, A/E shall submit monthly billing invoices to the District for payment of the Contract Price for Basic Services, authorized Additional Services, and/or authorized Reimbursable Expenses performed or incurred in the immediately prior month. A/E's billings shall be in such form and format as may be reasonably requested by District. If the Contract Price is based on a percentage of the Construction Contract Amount, until such time as that amount is established by

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bid and award of the construction contract, A/E's billings for Basic Services shall be based upon the amount of the District's Project Construction Budget, and thereafter adjusted and updated to reflect so that the A/E's billings for the Assigned project reflect the construction contract's value.

2.5.3 District Payments to A/E. Within thirty (30) days of receipt of A/E's billing invoices, District will make payment to A/E of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and/or authorized Reimbursable Expenses. No deductions shall be made or withheld from payments due A/E hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor engaged by the District for construction of an Assigned Project. The District may, however, withhold or deduct from amounts otherwise due A/E hereunder if A/E shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after A/E has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due A/E under any billing invoice rendered by A/E under this Agreement, pursuant to Civil Code §3320(a), the District may withhold from payment to the A/E an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

### 3 TERM; TIME

3.1 **Initial Term.** The term of this Agreement shall commence upon ratification by the District's Board of Education and execution by A/E and District in accordance with Paragraph 6.3 hereof. This Agreement shall terminate **three (3)** years thereafter ("Termination Date"). In the event that an Assigned Project is not completed or the District shall not have issued all payments on any Assigned Project to the Contractor as of the Termination date through no fault or neglect of A/E, the Termination Date shall be extended. In such event, Basic Services provided by A/E following the Termination Date shall be in accordance with the Rate Schedule for the Assigned Projects or as may be otherwise agreed upon by the Parties.

Notwithstanding expiration of the Initial Term of this Agreement, if at such time, there are remaining Basic Services or authorized Additional Services to be performed by the A/E in connection with an Assigned Project under a Project Assignment issued prior to expiration of this Agreement, the A/E shall continue to diligently perform and complete all such remaining Basic Services or authorized Additional Services for the Assigned Project; notwithstanding expiration of this Agreement, the District will continue to make payment for the Basic Services and authorized Additional Services performed in connection with an Assigned Project after expiration of this Agreement in accordance with the terms of the Project Assignment.

3.2 **Time.** All of the Basic Services and authorized Additional Services set forth in the Project Assignment for an Assigned Project shall be completed by the A/E in a prompt and diligent manner. If a schedule for completion of Basic Services in connection with an Assigned Project is agreed upon between the District and the A/E, the A/E's performance and completion of Basic Services shall be in accordance with such schedule. The A/E shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the A/E to complete Basic Services for an Assigned Project in accordance with an agreed upon schedule, but only to the extent that the delay was the fault of the A/E.

### 4 INSURANCE AND INDEMNITY

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**4.1 A/E's Insurance.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the A/E:

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000
Commercial General Liability (including Bodily Injury or Death and Property Damage)	
Per Occurrence	\$2,000,000
Aggregate	\$4,000,000
Automobile Liability - Bodily Injury or Death	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	\$2,000,000
Per Occurrence	\$4,000,000

The foregoing notwithstanding, the minimum coverage amounts required for an Assigned Project may be modified as set forth in the Project Assignment for an Assigned Project.

**4.2 A/E's Sub-Consultants' Insurance.** Minimum coverage amounts for policies of insurance to be obtained and maintained by each of the A/E's Design Consultants are:

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000
Commercial General Liability (including Bodily Injury or Death and Property Damage)	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Automobile Liability - Bodily Injury or Death	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	\$2,000,000

The foregoing notwithstanding, the minimum coverage amounts required for an Assigned Project may be modified as set forth in the Project Assignment for an Assigned Project.

**4.3 Policy Endorsements; Evidence of Insurance.** Architect shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified or canceled without at least thirty (30) days advance written notice to the District.

**4.4 Indemnity.** To the fullest extent permitted by law and in accordance with the provisions of California Civil Code §2782.8, the Architect shall indemnify, protect, defend and hold harmless the District and its employees, officers, board members, agents and representatives (collectively "the Indemnified Parties") from any and all claims, demands,

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losses, responsibilities or liabilities for: (i) injury or death of Architect's employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or other costs or charges, arising out of, pertaining to, or relating to, the negligent, reckless or willful misconduct, of Architect, its Sub-Consultants or the employees, agents and representatives of Architect or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement, but excluding liability as to the active or sole negligence or willful misconduct of the District. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. The foregoing shall include without limitation, attorneys' fees, experts' fees and costs, investigation expenses and costs incurred by the District, and any defense afforded pursuant to this paragraph shall be provided by counsel acceptable to the District. The Architect's obligations hereunder are not limited in any way or by any limitation on the amount or type of damages or compensation payable to the Architect or its Sub-Consultants or their respective agents and employees under applicable policies of insurance, workers' compensation acts, disability benefits acts, or other employee benefits acts. The provisions of this Article shall apply during the period of Architect's performance under this Agreement and shall survive the termination of this Agreement.

## 5. TERMINATION; SUSPENSION

- 5.1 **Termination for Default.** Either the District or Architect may terminate this Agreement or a Project Assignment upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder or in connection with a Project Assignment and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Architect if: (a) Architect becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Architect or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Architect or any of Architect's property on account of Architect's insolvency; or (b) if Architect willfully or recklessly disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the Contract Price due the Architect, if any, shall be based upon Basic Services and authorized Additional Services incurred or provided prior the effective date of the District's termination of this Agreement or an Assigned Project, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or a Project Assignment or the cause(s) for termination of this Agreement or a Project Assignment. Payment of the remaining amount due the Architect, if any, shall be made by District only after completion of the Post-Construction Phase of this Agreement or the Assigned Project, as applicable. Architect shall remain responsible and liable to the District for all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Architect's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Architect hereunder for Basic Services or authorized Additional Services.
- 5.2 **District's Right to Suspend.** The District may, in its discretion, suspend all or any part of the construction of an Assigned Project or the Architect's services under a Project Assignment; provided, however, that if the District shall suspend construction of an Assigned Project or Architect's services under a Project Assignment for a period of sixty (60) consecutive days or more and such suspension is not caused by the Architect's default or the acts or omissions of Architect or its Sub-Consultants, upon rescission of such

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suspension, the Contract Price for the Assigned Project will be subject to adjustment to reflect changes in actual costs and expenses incurred by Architect, if any, as a direct result of the suspension and resumption of the Assigned Project construction or Architect's services under a Project Assignment. If such is the case, the Architect's submittal schedule established in the Project Assignment shall also be subject to an adjustment, if required, as a direct result of the suspension and resumption of the Architect's services.

- 5.3 **District's Termination for Convenience.** The District may, at any time, upon seven (7) days advance written notice to Architect terminate this Agreement or a Project Assignment for the District's convenience and without fault, neglect or default on the part of Architect. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Architect or such other time as the District and Architect may mutually agree upon. In such event, the District shall make payment of the Contract Price to Architect for services provided through the date of termination plus actual costs incurred by Architect directly attributable to such termination.
- 5.4 **Architect Suspension of Services.** If the District shall fail to make payment of earned and undisputed payments when due Architect hereunder, Architect may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received. In such event, Architect shall have no liability for any delays or additional costs of Project construction due to, or arising out of, such suspension.
- 5.5 **Architect Obligations Upon Termination.** Upon the District's exercise of the right of termination under Article 5.1 or Article 5.3, the Architect shall take action as directed by the District relative to on-going preparation of the Design Documents or construction of an Assigned Project. If requested by the District, the Architect shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Architect under this Agreement. The Architect shall deliver the originals of all work product, instruments of service and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Architect may, at its sole cost and expense, make reproductions of the originals delivered to the District.

## 6. MISCELLANEOUS

- 6.1 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or A/E.
- 6.2 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of A/E and the District. Neither A/E nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in the sole discretion of the Party requested to grant such consent.
- 6.3 **Authority.** The individual(s) executing this Agreement on behalf of A/E warrant and represent that she/he is authorized to execute this Agreement and bind A/E to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Education, to bind District to all terms hereof and authority granted to enter into this Agreement.

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**6.4 Notices.** Notices under this Agreement shall be addressed and delivered as follows:

If to District:

Santa Rosa Elementary School District and  
Santa Rosa High School District  
Attn: Lisa August, Interim Superintendent  
110 Stony Point Rd., Suite 210  
Santa Rosa, California 95401

If to A/E:

Motive Studio  
Attn: Trent Sommers  
1100 Lincoln Ave., Suite 106  
Napa, CA 94558  
email address: trent@themotive.studio

**6.5 Entire Agreement.** This Agreement and the form of Project Assignment attached hereto as *Exhibit A* are all of the documents forming a part of the Agreement. In addition, all Project Assignments executed by the Parties during the Term of the Agreement are documents forming a part of the Agreement. If there are conflicts or inconsistencies between any of the documents that form this Agreement, the terms of this Agreement and/or a Project Assignment shall prevail unless otherwise indicated by the District in writing. The foregoing constitutes the entire agreement and understanding between the District and A/E concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and A/E.

**6.6 Disputes.**

**6.6.1 Continuation of Services.** Except in the event of the District's failure to make undisputed payment of the Contract Price due to A/E, notwithstanding any disputes between District and A/E hereunder, A/E and District shall each continue to perform their respective obligations hereunder; including the obligation of the A/E to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

**6.6.2 Mandatory Mediation.** All claims, disputes and other matters in controversy between the A/E and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the A/E commencing arbitration proceedings pursuant to Article 6.6.3 below.

**6.6.3 Arbitration.** All claims, disputes or other matters in controversy between A/E and District arising out of or pertaining to the Project or this Agreement which are not fully resolved through the mandatory mediation set forth in Article 6.6.2 above shall be settled and resolved by binding arbitration conducted under the auspices of the AAA Construction Industry Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. If any claim or dispute is asserted by the A/E, the Project Manager, the Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, the services provided by or through the A/E hereunder or the Instruments of Service prepared by or through the A/E, A/E and

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District agree that any arbitration proceedings initiated between A/E and District hereunder, in the sole discretion of the District, shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the A/E or the Contractor. Any arbitration hereunder shall be conducted in the AAA Regional Office closest to the Project site as set forth in the Project Assignment.

## **6.7 Use of Design Documents.**

**6.7.1 Ownership.** Notwithstanding any provision of law to the contrary, including without limitation the provisions of Education Code § 17316, all of the A/E's Instruments of Service, including without limitation, the originals and reproducible transparencies of the Drawings, Specifications and other Design Documents prepared by or on behalf of the A/E under this Agreement (which include, but are not limited to, working drawings, and master plans, preliminary sketches, Architectural presentation drawings, structural and other engineering calculations or computations and estimates) are and shall remain the property of the District. The A/E shall retain ownership to software, standard details, master specifications, and other Instruments of Service that are not specific to projects prepared under this Agreement. By executing this Agreement, the A/E acknowledges that it transfers to the District all of the A/E's copyright rights in and to the project specific Instruments of Service to the District; the A/E further acknowledges that by executing this Agreement, it waives all copyright rights relating to the Instruments of Service, including without limitation, all statutory, common law and reserved rights. Upon the termination of this Agreement or the abandonment of all or any portion of an Assigned Project, the District may use any portion of the Instruments of Service (whether completed or in progress) for any purpose, in the sole and exclusive discretion of the District without additional compensation to the A/E. All parties agree that the only documentation suitable for construction related activities are the signed stamped DSA approved Construction Documents. All parties agree that all other Instruments of Service, including electronic files, may be in varying levels of completeness, as their intended purpose was as Instruments of Service internal to the A/E firm. A/E shall not, without the prior consent and approval of the District, which shall not be unreasonably withheld, reproduce or otherwise use any documents or rights owned by the District pursuant to this Agreement, except for standard details, notes and assemblies.

**6.7.2 District Use of Design Documents.** Upon the termination of this Agreement, a Project Assignment Amendment or the abandonment of all or any portion of an Assigned Project, the District may use any portion of the Design Documents (whether completed or in progress) for any purpose, in the sole and exclusive discretion of the District without additional compensation to the A/E. Whether the Assigned Project is completed or if completion of the Design documents or construction of an Assigned Project is not by the A/E under this Agreement and the District re-uses or modifies Design Documents completed by the A/E or prepared by the A/E prior to the termination of this Agreement, termination of a project Assignment Amendment or the abandonment of an Assigned Project, the District shall indemnify, defend and hold harmless the A/E from claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys fees and legal costs arising out of damage or loss to property or persons, including death, arising out of the District's re-use or modification of the A/E's Design Documents.

**6.8 Compliance with Laws.** The A/E shall comply with all local, state and federal laws, regulation and ordinances in performing any services under this Agreement on behalf of the District, including but not limited to any and all local, state and federal rules and regulations and any District policies and procedures related to COVID-19 or any other epidemic or pandemic.

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***IN WITNESS WHEREOF***, the District and A/E have executed this Agreement as of the date set forth above.

**DISTRICT:**

**A/E:**

**SANTA ROSA HIGH SCHOOL DISTRICT/CITY OF  
SANTA ROSA ELEMENTARY SCHOOL DISTRICT**

**Motive Studio**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Lisa August

Name: Trent Sommers

Title: Interim Superintendent

Title: Principal Architect

**PROJECT ASSIGNMENT  
(EXHIBIT A TO AGREEMENT FOR ARCHITECTURAL SERVICES)**

This Project Assignment is executed between [[choose one depending on which District owns the site/is paying for the contract SANTA ROSA HIGH SCHOOL DISTRICT/CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT]] (“District”) and Motive Sudio (“Architect”) pursuant to the Master Agreement for Architectural Services (“Agreement”) between the Architect and the District dated June 11, 2025. By this reference, the Agreement is incorporated herein as if set forth in full.

**1. Project Description.**

**2. Basic Services.** The Architect will provide the following Basic Services noted below for the above-described Project.

**Basic Services Phases**

- Schematic Design
- Design Development
  - Preliminary Plans Value Engineering
  - Preliminary Plans Phase Constructability Review
- Construction Documents
  - Construction Drawings Value Engineering
  - Construction Drawings Constructability Review
- Bidding
- Construction
- Post-Construction

**Design Consultants Included in Basic Services**

- Structural
- Civil
  - On-Site
  - Off-Site
- Mechanical
- Plumbing
- Electrical
- Telecommunications/Data
- Landscaping
- Other: \_\_\_\_\_

**3. Design Requirements and Deliverables.** If applicable, the Architect will provide a list of all design requirements and deliverables to the District along with this executed Project Assignment. Said list will be attached to this Project Assignment as an exhibit and incorporated by reference herein.

**4. Project Construction Budget.** \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**5. Architect Services Budget.** \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**6. Architect Compensation:**

**A. Contract Price.** \_\_\_\_\_ Lump Sum Not to Exceed.

**B. Payment Method:**

**Allocation of Contract Price to Phases of Basic Services.**

Schematic Design	_____	%
Design Development	_____	%
Construction Documents	_____	%
Bidding	_____	%
Construction	_____	%
Post-Construction	_____	%

or

**Hourly, not to exceed the Contract Price Above.**

**[insert hourly rates or reference architect proposal]**

**C. Additional Services Rate Schedule:**

Architect Personnel

**[insert hourly rates or reference architect proposal]**

Design Consultants Personnel

**[insert hourly rates or reference architect proposal]**

**7. Basic Services Submittal Schedule:**

	START DATE	FINISH DATE
<b>Schematic Design Phase</b>		
<b>Initial Design Development Phase</b>		
<b>Final Design Development Phase</b>		
<b>Preliminary Plans</b>	Value Engineering:	Value Engineering:

<b>Value Engineering; Constructability Review</b>	_____ Constructability Review: _____	_____ Constructability Review: _____
<b>Initial Construction Documents Phase</b>		
<b>Final Construction Documents Phase</b>		
<b>Construction Drawings Value Engineering; Constructability Review</b>	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
<b>Bidding</b>		
<b>Construction</b>		
<b>Post-Construction</b>		

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

**SANTA ROSA HIGH SCHOOL DISTRICT/  
CITY OF SANTA ROSA ELEMENTARY SCHOOL DISTRICT** choose one depending on which District owns  
the site/is paying for the contract

By: \_\_\_\_\_

Name: Lisa August

Title: Interim Superintendent

**ARCHITECT: Motive Studio**

By: \_\_\_\_\_

Name: Trent Sommers

Title: Principal Architect