

6.00	x	25	25
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			<u>66</u>

Ref. No.

A G R E E M E N T

made as of the <sup>9<sup>th</sup></sup> day of *December* in the year of Nineteen Hundred and Eighty One

BETWEEN The Jewish Agency for Israel  
515 Park Avenue  
New York, New York  
(hereinafter the "client")

and the Center for Environmental Structure  
2701 Shasta Road  
Berkeley, California 94708  
  
(hereinafter the "architect")

INTRODUCTION

- a. In accordance with this agreement, the architect will provide plans and working plans for buildings and infra-structure for a settlement in the Segev region, in the Galilee, Israel, known as "Shorashim".
- b. A basic and absolute condition of this agreement is that all the plans, work plans and all other work and services of the architect to be rendered under this agreement will be rendered personally by Mr. Christopher Alexander, Berkeley, Cal. 94708, of the architect (Hereinafter Mr. Alexander) Any architectural work required to be rendered in Israel pursuant to section 4.8 of this agreement shall be rendered by an architect legally licensed and registered in Israel under Mr. Alexander's professional supervision and responsibility.

Section 1 - Blueprints

The parties state that the architect presented the master plan for "Shorashim" (Segev E) under a previous agreement between the parties, and the said master plan was formally approved by the client and the authorities of the Housing

and Construction Ministry as the master plan of "Shorashim". Said master plan shall serve as the basis for the architectural services to be rendered pursuant to this agreement.

### Section 2 - Purpose of the Agreement

2.1 Under this agreement, the client orders the architectural services specified in this agreement for the first stage of construction on the site.

2.2 The parties declare their intention to be in contact in the future as regards further construction on the site, on the understanding that, to preserve the unity of the project, it is advisable to complete the construction on site according to the methods and principles set out in the blue-prints by Mr. Alexander.

Therefore, upon satisfactory completion of the work envisioned by this agreement, the client undertakes not to order architectural services for the next stage of construction without first inviting the architect to discuss negotiations for a possible agreement for that stage.

### Section 3 - Extent of Work

The construction stage referred to in this agreement includes the planning of 2,955 sq. m. of construction with an additional 25% for development of the infrastructure as specified below (the "first stage of construction"):

- (1) 20 houses each of 74 sq. m.
- (2) Public buildings including a synagogue (70 sq. m.), a conference hall (140 sq. m.), a cafe-buffet (35 sq. m.), an office (50 sq.m.), a clinic (25 sq.m.) and a kindergarten (150 sq.m.) in an overall area of 550 sq. m.

- (3) A hostel for immigrant families coming to join the Moshav in an overall area of 420 sq. m.

(4) Workshops in an overall area of 505 sq. m.

(5) Development of the site includes: paths, pavements, gates, external and internal staircases, terraces, railings and where possible rows of pillars, all at a price equal to 25% of the value of the construction.

#### Section 4 - Definition of Services

The architect will prepare all plans and specifications (subject to the provisions of Section 9 of this agreement) necessary or appropriate for completion of the first stage of construction of the "Shorashim" site as defined in Section 3 of this agreement in accordance with the following schedule:

4.1 Preliminary Planning: Location of the buildings on- the site and according to the drawings, plans and elevations on a scale of 1:100, to present the preliminary plans of the above buildings, together with the plans for the site on a scale of 1:500 to define the location of the buildings in the field.

4.2 Working Plans and Specifications: Once the client approves the preliminary plans, the architect will prepare a full set of working plans and specifications for the details of the construction, for the approval of the client, which will represent the basis for implementing the construction.

4.3 Development of the Area: The architect will provide drawings and specifications for all aspects of development of the area, for the approval of the client, including roads, pavements and paths, walls, supporting walls, railings, internal and external stairs, as required to complete the construction of the space intended for public usage.

4.4 Primary Development of the Infrastructure: Together with the plans of the buildings, the architect will provide, for the approval of the client, a preliminary plan for all the infrastructure required on the site, including roads and water and sewage systems.

This will include specifications for work required to prepare the installation of the infrastructure. The architect will specify the types of stages to be implemented in order to install the pipelines and roads with special reference to depth, type of digging, width of roads and type of surface.

4.5 Approvals by the Client: It is agreed that the architect will supply and carry out, at his own expense, all the services and work necessary or required, to obtain the approval of the client and the representatives of the settlement.

4.6 Approvals of the Planning Authorities: It is agreed that the client will be responsible for obtaining the permits from the planning authorities while the architect undertakes to supply, at his expense, all services and work required by the client to obtain the above permits, including services and work arising out of the need to make changes, corrections and adjustments in the drawings, specifications and plans.

4.7 General Supervision: The Architect will undertake supervision of the first stage of construction as of the beginning of work on the site and will continue to supervise until that stage has been completed and the site has been transferred to the client by the contractors and the contractors' final

accounts have been approved by the client. Supervision services will include coordination of work, interpretation of the plans and specifications and correct application of the plans and specifications by work managers and contractors.

4.8 Work in Israel: The architect will carry out the supervisory services as well as the necessary auxiliary work required on the site by means of a licensed architect in Israel, who will be located in Israel. In order to remove any doubt, Mr. C. Alexander declares that any work requiring registration in Israel will be carried out by Israeli certified and licensed architects which will act under his responsibility. The above architects will hold the appropriate professional insurance and will be selected by the architect with the approval of the client.

#### Section 5 - Periods of Implementation

5.1 The architectural services to be rendered under this agreement, as defined in Sections 4.1 through 4.5 hereof, which, it is estimated, will be completed in approximately nine months, shall be completed according to the following schedule:

i) Preliminary plans as defined in Section 4.1 shall be completed and submitted to the client within ninety (90) days of the date of execution of this agreement.

ii) Implementation plans as defined in Sections 4.2 through 4.5 shall be completed and submitted to the client within one hundred twenty (120) days of receipt by the architect of notice of approval by the client of the preliminary plans.

5.2 In the event of revisions in preliminary or implementation plans as a result of changes requested by the client, the above periods will be extended to the extent reasonably necessary by a representative of the client reviewing the work of the architect (hereinafter the "foreman") after consultation with the architect.

5.3 It is agreed that it is impossible to forecast the time for approval of the plans by the Planning Authorities; accordingly, the period for implementation of corrections, changes and additions as required to obtain approval of the plans by the above authorities will be determined by the foreman, as stated above.

5.4 The period of supervision will last as specified in Section 4.7 above.

5.5 The foreman shall be Mr. Gabi Krayn, chief architect of the Settlement Department of the client or his successor, or any professional appointment by them.

#### Section 6 - Reimbursement

6.1 The agreed reimbursement for all the work of the architect as included in this agreement is 8% of the total value of the 2,955 sq. m. of constructed area at the rate of 330 dollars per meter constructed, that is payment of \$26.40 per meter constructed which for the total of 2,955 sq. m. represents \$78,000 with an additional 25% for development of the area, that is a total payment of \$97,500.

6.2 The parties agree that if they should sign an agreement in the future for an additional stage of construction, the above rate of 8% will be the agreed basis for payment.

#### Section 7 - Expenses

7.1 The architect will open an office in Israel for his staff to carry out the work mentioned in Section 4.8 above and the client undertakes to put a room in one of its Jerusalem or Haifa offices at the disposal of the architect for the same purpose (hereinafter the "office"). Use of this office will be free of charge and may be cancelled at any time by the client.

7.2 Telephone calls from the office regarding this agreement will be at the expense of the client; the client will also supply paper copies,

and other materials required by the architect to carry out the work mentioned in Section 4.8 above.

7.3 The client will reimburse the architect for the travel expenses of one employee considered necessary for the implementation of work and services of the architect, according to the rates of the Civil Service Commission in force at the time for senior clerical staff.

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7.4 The client will reimburse the architect for expenses of necessary visits to the site by Mr. Alexander <sup>or one of the architect's local staff</sup> at the rate of \$50.00 per day, in addition to travel expenses as mentioned in Section 7.3 above. Reimbursement under this section will be given for visits during the construction period only up to a maximum of four times per month.

7.5 The client will provide the architect with up to four prepaid round trip airline tickets, San Francisco - Tel Aviv - San Francisco for the duration of this agreement including the supervision period.

It is also stipulated and agreed that an additional number of airline tickets will be provided if both the architect and the foreman deem it necessary.

9 pm  
5 Apr  
Tuesday  
11 am

Section 8 - Order of Payment

8.1 Payment under this agreement will be made in the following five stages:

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- (1) 25% in advance on signing this agreement (in exchange for bank guarantees). 100% Complete.
- (2) ~~20%~~ <sup>25%</sup> on approval by the client of the preliminary plan of development and site planning of the area as defined in Section 4.1 of this agreement. 100% Complete.
- (3) ~~25%~~ <sup>20%</sup> on approval by the client of working plans and specifications, development drawings and specifications, and preliminary planning of and specifications for the infrastructure as defined in Sections 4.2 through 4.5 of this agreement. 50% Complete.

(4) 20% on approval of the plans by the Planning Authorities as defined in Section 4.6 of this agreement

*30% complete for the plan.*

(5) 10% on completion of supervision by the architect as defined in Sections 4.7 and 4.8 of this agreement.

(6) In case any one of these stages is completed for some portion of the buildings while some other portion of the same stage remains uncompleted, then the architect shall have the right to receive payment for the portion of that stage completed, in an amount prorated according to the percentage of the whole which has been done, provided that the work has been approved by the foreman as provided in Section 8.2.

8.2 Requests for payment by the architect in accordance with the above schedule shall be submitted in writing to the client at 515 Park Avenue, New York, New York 10022.

The payment will be made promptly once the architectural services for which payment is sought have been approved by the foreman, and are consistent with the provisions of Section 8.1 of this agreement.

8.3 Any expenses required to be reimbursed by the client pursuant to Sections 7.3 and 7.4 of this agreement shall be included periodically in the above payments.

8.4 Payments will be made in United States currency to the account of the architect (Account # 0129-026506) at the Wells Fargo Bank, Elmwood Branch, 2959 College Avenue, Berkeley, California 94705.

8.5 The client will act to obtain authorization of the architects plans (preliminary planning and working plans) through the director of the Settlement Planning Division or someone appointed in his place by the client, for this purpose.

Section 9 - Work not included in the Agreement

9.1 It is recognized that the following work and services are to be provided by engineers licensed in Israel and acting under the general super-



vision of the architect. Accordingly, the architect is not personally responsible, except for overall supervision and review, for the following works and services:

- (1) Specific planning of the infrastructure
- (2) Structural planning
- (3) Electrical planning
- (4) Sanitary planning
- (5) Supervision throughout construction
- (6) Examination of land and fundamental planning

9.2 The engineers required to carry out the above work will be appointed by the architect with the approval of the client and will be licensed in Israel. The client will sign separate agreements with them in Israel. It is agreed that payment for the above engineering services will be made on approval by the architect of the work for which the account is rendered.

#### Section 10 - Surveyors

The Client undertakes to provide surveyors at its expense for exact registration of stakes or other marks of the architect on the site and the client therefore undertakes to supply the architect with drawings of the said registrations on a scale of 1:500 within a reasonable time period as determined by the architect.

#### Section 11 - Use and Ownership of Plans

All plans and other documents made by the architect in accordance with this agreement belong to the client and the architect cedes its right to lien on them.

Notwithstanding the above stated, the architect has the right to use the above mentioned documents and plans for any other purpose, including publishing them. The client is likewise permitted to publish the plans or documents mentioned above or part of them on condition that he indicate the name of the architect and Mr. Alexander.

## Section 12 - Termination of Agreement

This agreement will expire on completion of the first stage of construction or prior thereto if it becomes apparent that it is impossible to complete construction of the first stage for any of the following reasons:

- (1) The plans or specifications as finally presented by the architect and approved by the client are not authorized by the Planning Authorities.
- (2) Force Majeure
- (3) Cancellation of the agreement by the client because of the death of, or incapacity of Mr. C. Alexander to continue with the work and services ordered in this agreement, or by the request of the representatives of the settlement submitted to the client.

## Section 13 - The Architect as Self Employed Contractor

The architect is bound by this agreement as a legal entity and self employed contractor and this agreement does not create employee-employer relations between the client and the architect or between the client and Mr. Alexander or any other staff or spokesman of the architect in whatever locality.

## Section 14 - Work Executed in Israel

The architect hereby declares and undertakes to fulfill all legal requirements for which it is obligated in Israel for work executed in Israel including insurance of employees, professional insurance and tax deductions. The architect also declares that it is also aware that the client, being a body created under the laws of the State of Israel, might be obligated to deduct taxes to the credit of the architect at source and transfer them to the tax authorities for work executed by it in Israel. The architect agrees in advance to deal itself with all reductions, exemptions or tax rebates in Israel.

Section 15 - Jurisdiction

The parties agree that this agreement is subject to Israeli law and that the exclusive place of jurisdiction is in Jerusalem, Israel. The parties further agree that any service of process required to be made in any legal action relating to this agreement will be sufficient if effected by registered mail to the address set forth in Section 16 of this agreement.

Section 16 - Notice

Any notice required under this agreement shall be given in writing, if to the architect, at the following address:

Center for Environmental Structure  
2701 Shasta Road  
Berkeley, California 94708

and, if to the client, at the following address:

Jewish Agency for Israel  
515 Park Avenue  
New York, New York 10022

and shall be effective only upon receipt.

This agreement entered into as of the day and year first written above.

JEWISH AGENCY FOR ISRAEL

J. Ben C  
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C. ALEXANDER for  
CENTER FOR ENVIRONMENTAL STRUCTURE

C. Alexander  
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