

CENTER FOR ENVIRONMENTAL STRUCTURE

ARCHITECTS • CONTRACTORS

2701 SHASTA ROAD • BERKELEY, CALIFORNIA 94708

TELEPHONE 415/841-6166

AGREEMENT

This Agreement is made this ¹⁴ day of February, 1981, by and between JOHN and MARILEE LIGHTY, E-5 Kappas Marina, Sausalito, California ("Client") and CHRISTOPHER ALEXANDER, 2701 Shasta Road, Berkeley, California ("Architect"), whereby Client retains Architect to design a house for the site known as Lot 171, Berryessa Estates #2, in the County of Napa, State of California.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definition of Project. The Client requires a house to include a living room, kitchen, library, bedroom and studio, which is to be used first as a weekend house, and ultimately as a permanent home. The area of the house is to be approximately 1,200 to 1,500 square feet, with the required garage additional. Fundamental to the conception of this project is the idea that the clients themselves will build as much of the house as possible. Therefore, the parties agree that the house will be built in three (or possibly more) stages, of 400 to 600 square feet each, so that each stage can be completed and (if occupancy approvals can be obtained) inhabited, before work on the following stage begins. The form of construction which will be used,

to simplify the building task for the Client, is wood post and beam.

2. Scope of Work. The Architect will undertake the work in four phases:

Phase 1: Preliminary Design. In this phase, the Architect shall work with the Client to reach a thorough understanding of the family's needs, will make a preliminary layout of the house plan with the Client, and will then prepare rough drawings of the proposed design at 1/8th scale with outline specifications, and will enter into preliminary discussions with local officials in review of these designs, and make any necessary accommodations to suit requirements imposed by local officials. The Architect will also provide a very rough outline cost estimate at this stage, in order to provide the Client with a basis for possible modifications in size or level of finish.

Phase 2: Working Drawings. After approval of the preliminary design by the Client, the Architect will prepare detailed working drawings and specifications in order to obtain detailed construction estimates and a building permit and to provide a basis for construction. At the completion of Phase 2, the Architect will use his best efforts to obtain a building permit from the Napa County Building Department; provided, however, that Architect

shall have no responsibility for the failure to obtain such permit if such failure is a result of the staging of the project as set forth in Paragraph 1.

Phase 3: Supervision During Frame Construction.

In order to make the building task as easy as possible for the Client, it is intended that the frame, consisting of foundation, posts, beams, floors and roof, will be built by a licensed contractor, and that the Client will then personally undertake construction of exterior walls, interior walls, windows, doors, insulation, roof surface, cabinets, plumbing, electrical and finishes. This procedure will be followed for each of the three building increments specified in Article 1.

Phase 4. Consultation During Self Help Portion of Construction Work. The Architect will consult with the Client from time to time at the Client's request during the self-help portion of the work which is to be undertaken after the frame of each increment has been built. The Architect is also willing to provide training in construction techniques, by sending men, when requested to do so. It is agreed, however, by both parties, that the Architect cannot, and will not undertake any liability for works performed during this fourth phase of the work, since the conditions inherent in the nature of the work will not permit complete and thorough supervision or inspections to be carried out, and the Client therefore

assumes all responsibility for seeing that the project is built according to the plans and specifications.

3. Fee and Schedule Payments. The Architect's fee for the work set forth in Paragraph 2 shall be \$14,000.00, plus the hourly fee as set forth below, payable as follows:

(a) Retainer of 25%, payable upon execution of this Agreement: \$3,500.00;

(b) 25% for preparation of preliminary design, payable upon completion of Phase 1: \$3,500.00;

(c) Initial payment for working drawing phase, payable one month after commencement of work on working drawings: \$3,500.00;

(d) Final payment for working drawing phase, payable upon completion of working drawings and specifications by the Architect: \$3,500.00;

(e) Supervision of frame construction: If the Center for Environmental Structure is the contractor for frame construction, as specified in Article 6, there will be no charge for the Architect's supervision. However, if any frame is built by any other contractor, the Architect will provide supervision at the rate of \$50.00 per hour (including travel time) payable monthly upon receipt of the bill.

(f) Consultation during the self-help portion: \$50.00 per hour (including travel time) payable monthly for services of the Architect, and \$15.00 per hour (including

travel time) for such associates of the Architect's as the Architect may assign.

(g) It is understood that the Architect has no obligation to start any portion of the work, unless the payments owing for previous portions have been paid in full.

In addition, the following items are to be reimbursed, upon presentation of bills to the Client:

- (a) Mileage charge for trips to Berryessa Estates, based on \$.20/mile;
- (b) All reproductions, drawings and prints of drawings or documents;
- (c) Telephone charges connected with the project.

If the Client should elect not to build the project, there shall be no reduction in the Architect's fee.

4. Change in Scope. The fixed fee is based on the assumption that the Client will build a house of the approximate size defined in this contract, and will not make any changes after acceptance of the preliminary designs. The following adjustments will be made in the event of any changes in these assumptions:

- (a) If the square foot area is increased beyond 1,500 square feet, then the fee will be increased by \$750.00 for each 1,000 square feet of increase;

(b) If the Client wishes to make any changes in the design after approval of the preliminary design phase, which in the Architect's opinion are fundamental, the Architect shall be entitled to receive an additional payment to be agreed upon when such change is requested for revised preliminary designs, and reimbursement for all work on working drawings which are rendered unusable;

(c) If the Client elects not to build the house, the Architect shall be entitled to his full fee.

5. Client's Obligations. The Client will pay for the following services, to be performed by professionals selected by the Architect and approved by the Client:

(a) A detailed survey of the land, with information about position of services, and with contours drawn at one foot intervals;

(b) Payment of any all fees, including legal fees, required to obtain permits;

(c) Soils survey and foundation design;

(d) Structural engineering, as required;

(e) Heating, mechanical and solar engineering, if required.

6. Construction Contract.

(a) It is understood and agreed that the Client will act as general contractor for the house.

(b) It is understood and agreed upon by both the Client and the Architect that the sub-contract for the construction of the frames of the different phases mentioned in Article 1 and in phase 3 of Article 2, will be awarded to the Center for Environmental Structure, and carried out under the direction of the Architect himself, acting as Director of the Center for Environmental Structure, provided that the Center for Environmental Structure can make a bid for the work which is not more than 10% (ten percent) higher than any other available legally binding bid by another contractor.

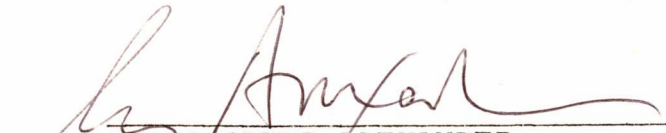
(c) In the event that the Client chooses not to act as general contractor, and decides to have the house, or any part of it, built by a general contractor other than himself, then it is agreed that the general construction contract will be awarded to the Center for Environmental Structure, provided that they can make a bid which is no more than 10% (ten percent) above the lowest available bid.

(d) In the event that for any reason the Center for Environmental Structure does not act as general contractor (according to items b or c above) or as subcontractor for the frames, then the Client agrees to have such works built by a contractor acceptable to the Architect, provided that such contractors bid does not exceed the lowest available bid by more than 10% (ten percent).

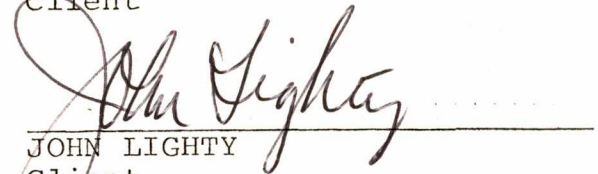
7. Property Owner's Association Restrictions. The Client shall have full responsibility for obtaining any approvals required by the Berryessa Estates Homeowner's Association (or other similar entity) and represents to the Architect that the project as contemplated by this Agreement is not in violation of any restrictions imposed by such Association.

8. Attorney's Fees. In the event either party files suit to enforce the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee as cost of suit, to be fixed by the Court.

Dated: February 1, 1981


CHRISTOPHER ALEXANDER
Architect


MARILEE LIGHTY
Client


JOHN LIGHTY
Client