

CENTER FOR ENVIRONMENTAL STRUCTURE

ARCHITECTS • CONTRACTORS

2701 SHASTA ROAD • BERKELEY, CALIFORNIA 94708

TELEPHONE 415/841-6166

AGREEMENT

THIS AGREEMENT is made on this 4th day of ~~June~~^{July} 1981, between Mr. and Mrs. Andre Sala, 846 Hillside Avenue, Albany, California (henceforth known as the Client) and Christopher Alexander, 2701 Shasta Road, Berkeley, California (henceforth known as the Architect), according to which the Architect will design a house for the Client, on a site at the end of Hillside Avenue, in the City of Albany, California, upon the terms and conditions hereinafter set forth.

ARTICLE 1. Definition of Project

The Client requires a house to include accomodation for themselves and their two children; the home is to contain a living room, kitchen, bedrooms, and a parking space for two cars. It is to have a total area of approximately 1200 square feet, and is to cost approximately \$70 per square foot (June 1981 dollars), exclusive of design fees. The parties recognise that the final construction costs will depend upon final choices made by the Client during the design process, and therefore the Architect is not required to deliver plans for a house to be built at a stated price. The design work is to be done as rapidly as possible, so that construction can be started in December 1981 or January 1982, provided that weather, city permits and other external factors allow it.

ARTICLE 2. Scope of work

The Architect will undertake the work in three 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: After approval of preliminary design by the Client, the Architect will then prepare detailed working drawings and specifications sufficient to obtain detailed construction estimates, a building permit, and to provide a basis for construction. The layout of the house will be shown in such a fashion that certain portions could be left out, or left unfinished, during the first stage of construction in order to effect any necessary cost savings.

Phase 3: Construction supervision. The Architect shall supervise construction of the project, which shall include regular and periodic visits to the site. Both the Client and the Architect envision that the Center for Environmental Structure of Berkeley, California, of which the Architect is the Director, will be the general contractor for construction of the project, in which case the Architect shall provide such supervision at no additional cost to the Client. In the event that the Center for Environmental Structure is not the general

contractor, the Architect shall be paid on an hourly basis at the rate of \$50 per hour (including travel time) for his supervisory services, which shall be billed and paid monthly.

ARTICLE 3. Fee and Schedule of Payments.

The Architect's fee for the work defined in section 2 is to be \$14,000, to be paid in the following installments:

(a) Retainer of 25 percent, to be paid upon signing of this Agreement: \$3,500

(b) Payment of 25 percent for completion of preliminary design, to be paid when Phase 1 is completed: \$3,500

(c) First payment for working drawing phase, paid after one month of work on working drawings: \$3,500

(d) Final payment for working drawing phase, to be paid upon acceptance of working drawings by the Client: \$3,500

(e) Supervision of construction: as provided in Article 2, Phase 3.

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

(a) All reproductions, drawings and prints of drawings or documents.

(b) Telephone and mileage charges connected with the project.

(c) Materials for construction mock-ups during the working drawings phase.

ARTICLE 4. Change of 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 increases by more than 10 percent above the figure mentioned in Article 1, then the fee will be increased and prorated accordingly.

(b) If the Client wishes to make any fundamental changes in the design after approval of the preliminary design phase, 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.

ARTICLE 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 and 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.

ARTICLE 6. Construction Contract.

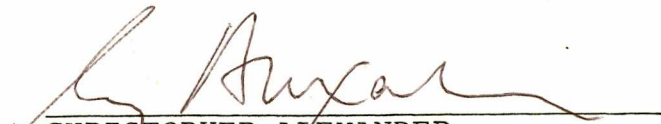
It is understood and agreed upon by both the Client and the Architect that the construction contract for the house will be awarded to the Center for Environmental Structure, and carried out under the direction of the Architect himself, acting as Director of the Center for Environmental Structure, provided that the Center for Environmental Structure can make a bid for the work which is not more than 15 percent higher than any other available legally binding bid by another contractor.


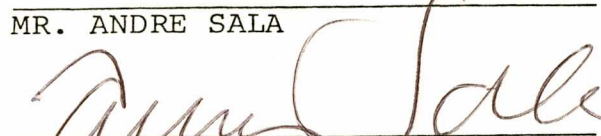
ARTICLE 7. Choice of Other Contractor.

In the event that for any reason the Center for Environmental Structure does not act as general contractor for the construction contract, then the Client agrees to have the building built by a contractor acceptable to the Architect, provided that such contractor's bid does not exceed the lowest available bid by more than 10 percent.

ARTICLE 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.


CHRISTOPHER ALEXANDER


MR. ANDRE SALA

MRS. ANNA SALA