

CENTER FOR ENVIRONMENTAL STRUCTURE

ARCHITECTS • CONTRACTORS

2701 SHASTA ROAD • BERKELEY, CALIFORNIA 94708

TELEPHONE 415/841-6166

AGREEMENT

This agreement is made on this 11 day of February, 1982, between the Center for Environmental Structure, ("Principal Architect"), and Dov Chernobroda, ("Israeli Representative"), for the purpose of providing certain architectural services in connection with the first phase of design and construction of the Moshav Shorashim, on the site known as Segev H, in the lower Galilee region.

Article 1. Background.

It is understood that the Principal Architect has previously entered into an agreement dated December 9, 1981, with the Jewish Agency for Israel, New York, for the purpose of rendering the architectural services for Moshav Shorashim. This present agreement is entered into for the purpose of aiding in the carrying out of functions described in that agreement and is to be understood as a subcontract to that agreement.

the first stage of construction of which includes 2,955 sq. meters of construction.

It is furthermore understood that in carrying out the functions described in this agreement, the Israeli representative shall be fully and solely responsible to the Principal Architect, and to no other individual, organization, or firm.

Article 2. Services to be Rendered.

The Israeli Representative agrees to provide the following services to the Principal Architect:

(a) Securing all necessary approvals from government agencies and ministries for the drawings to be prepared by the Principal Architect for the construction of the first phase of the settlement.

(b) Coordinating the activities of the engineers listed in Article 4, and providing liason between these engineers and the Principal Architect.

(c) Completion of drawings which will be prepared by the Principal Architect, to make them suitable for submission to agencies and ministries for necessary approvals.

(d) Providing other minor assistance as required to the Principal Architect. This assistance may include, but is not limited to, helping in measurements on the site, and providing information regarding local building techniques.

(e) Providing supervision of construction of the first phase of construction.

Article 3. Payment for Services.

As compensation for the services described in Article 2, the Principal Architect agrees to pay the Israeli Representative the following amounts, at the specified times:

CB
HD
(a) U.S. \$1,000 - when the site plan is approved by the necessary authorities.

CB
HD
(b) U.S. \$3,000 - on approval by the Jewish Agency of the preliminary plans of the buildings.

CB
HD
(c) U.S. \$3,000 - on approval by the Jewish Agency of the working plans and specifications.

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HD
(d) U.S. \$2,000 - on approval of the plans by the Planning Authorities and awarding of the major construction contracts.

CB
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CB
HD
(e) ~~U.S. \$200/month for supervision during construction~~ *U.S. \$50/day - for supervision during construction (Article 2, paragraph (e)).*
Reimbursement under this section will be given for visits during the construction period only up to a maximum of four times per month.
~~visits the site for at least 4 days per month and carries out necessary general supervision while construction is going ahead. If the number of visits is less than 4, then the payment for the month shall be provided according to the rate of \$50/day.~~
(f) U.S. \$1,000 - on completion of construction.

It is understood that items a,b,c,d, and f are linked to the five progress payments which will be made by the Jewish Agency to the Principal Architect, and that each of these payments will be made when, and not until, the Principal Architect receives its progress payment, for each of these five phases, from the Jewish Agency.

Periodic payment for item (e) will be made by the Jewish Agency on receipt of bill from Israeli Representative to Principal Architect. Principal Architect will forward such bills to the Jewish Agency for payment, according to its main agreement.

Article 4. Expenses.

The Israeli Representative shall be provided with the

following expenses:

(a) Travel expenses of one employee considered necessary for the work, according to the rates of the Civil Service Commission in force at the time for senior clerical staff. Bills for such expenses shall be submitted directly to the Jewish Agency.

(b) The Jewish Agency shall provide a room in one of its Jerusalem or Haifa offices, for work in connection with this project.

(c) Telephone calls from the office regarding this agreement will be at the expense of the Jewish Agency.

(d) The Jewish Agency will supply materials, copies, blueprints, and other materials required to carry out this agreement.

Article 5. Engineering Services.

To carry out the services described in Article 2(d), the Israeli Representative will have available the following engineering services:

- (1) Specific planning of the infrastructure
- (2) Structural planning
- (3) Electrical planning
- (4) Sanitary planning
- (5) Soils engineering
- (6) Surveying
- (7) Detailed supervision

These engineers will be selected by the Israeli Representative subject to approval by the Principal Architect and the Jewish Agency. They will be paid directly by the Jewish Agency, after approval of their work by the Principal Architect.

Article 6. Building and Planning Regulations.

As part of the services described in Article 2, the Israeli Representative agrees to keep Principal Architect informed of all applicable building and planning regulations. Responsibility for satisfying such regulations shall rest with the Principal Architect.

Article 7.

It is part and parcel of this agreement that the Israeli Representative is an architect certified and licensed to practice in the State of Israel and is currently carrying necessary professional insurance required by the Jewish Agency and the Ministry of Housing.

Article 8.

This contract is entirely contingent upon the major contract defined in Article 1. If for any reason this major contract should be cancelled, then the provisions of this agreement

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automatically become null and void. The Principal Architect also reserves the right to terminate this contract at any time and will in that case make a reasonable payment for whichever part of the work has then been completed.

Date:

CENTER FOR ENVIRONMENTAL STRUCTURE
(Principal Architect)

By Howard Muris

ISRAELI REPRESENTATIVE

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