

CENTER FOR ENVIRONMENTAL STRUCTURE

ARCHITECTS • CONTRACTORS

2701 SHASTA ROAD • BERKELEY, CALIFORNIA 94708

TELEPHONE 415/841-6166

DESIGN AGREEMENT

THIS AGREEMENT is made on this 24 day of April 1986, between Mr and Mrs Andre Sala of 700 Hillside, Albany, California (henceforth known as the Client) and the Center for Environmental Structure, 2701 Shasta Road, Berkeley, California (henceforth known as the CES), according to which the CES will design a house extension for the Client, on their site at 700 Hillside, Albany, upon the terms and conditions hereinafter set forth.

ARTICLE 1. DEFINITION OF PROJECT

The Client requires a two storey addition to their existing house, to include accomodation for a living room which includes space for a guest bed, an extra bedroom for Stephanie, a bathroom with hot tub, and a workshop. The extension will be connected to the existing house by a bridge in the west wall of the existing house. The extension will also include an extra terrace or terraces to the south of the building.

The total area of the addition is to be about 700 sf. It is anticipated that the available construction budget is \$71,500. The client recognises that the hot tub inside, and the terraces, steps and landscaping outside, can probably not be included in this price. However, sacrifices made in the main structure of the addition, may pay for some part of these two important items. Final choices about what to include and what to exclude will be made when the construction contract is negotiated, after completion of working drawings.

Both parties recognise that the final construction cost will depend on choices made by the Client during the design process, and therefore the CES is not required to deliver plans for an addition to be built at a stated price. The design work is to be done during the spring of 1986, with the hope that construction can be started in the summer of 1986, and completed by the end of 1986 or the beginning of 1987, provided that weather, city permits and other factors allow it.

ARTICLE 2. SCOPE OF WORK

CES will undertake the work in three phases.

Phase 1. Preliminary design. In this phase, the CES shall work with the Client to reach a thorough understanding of the family's needs, will make a preliminary layout of the addition with the Client, and will then prepare rough drawings of the proposed design at 1/8th inch scale. During this phase, the CES will also negotiate with the city of Albany, concerning the rear yard setback.

Phase 2. Working drawings. In this phase, the CES shall prepare detailed working drawings sufficient to obtain final construction estimates, and to provide a basis for construction.

Phase 3. Construction supervision. At this stage, both the Client and the CES envisage that the Center for Environmental Structure will be the general contractor for construction of the project. In this case, the CES shall provide supervision of construction at no extra cost to the Client. If the construction contract is not awarded to the CES, CES will then charge at hourly rates, for construction supervision.

ARTICLE 3. DESIGN FEE AND SCHEDULE OF PAYMENTS.

The design fee for the work defined in article 2 is to be \$8,500, to be paid in the following installments:

(a) Retainer of 33%, to be paid upon signing of this agreement.

\$2,800

(b) Payment of 33% to be paid when preliminary design is completed.

\$2,800

(e) Payment of 34% to be paid when working drawings are completed.

\$2,900

(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, prints of drawings or documents.

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

(c) Materials for any models or construction mockups during phases 1 and 2.

ARTICLE 4. CHANGE OF SCOPE

The fixed fee is based on the assumption that the Client will build an extension of the approximate size and cost defined in this contract, and will not make any changes after completion 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 of the house addition or associated buildings increases above the figure mentioned in article 1, then the fee will be increased in direct proportion to the area.

(b) If the construction price, as reflected in the bid, increases above the figure mentioned in article 1, then the fee will be increased and prorated on the basis of 12% of expected total construction cost.

(c) If the Client wishes to make any fundamental changes in the design, after completion of the preliminary design phase, the CES shall be entitled to receive an additional payment for revised preliminary designs, and reimbursement for all work on working drawings which is rendered unusable.

(d) If the Client elects not to build the house, the CES shall be entitled to the full fee for whatever work has been completed, prorated in a fair fashion for any work half done.

ARTICLE 5. CLIENTS OBLIGATIONS.

The Client will pay for the following services as needed, said services to be performed by professionals selected by the CES, and approved by the Client:

(a) A detailed survey of the land in the vicinity of the house, with information about positions of services, and with contours drawn at one or two foot intervals, if required.

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

(c) Soils survey and foundation design, if required.

(d) Special structural engineering, if required.

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

ARTICLE 6. CONSTRUCTION CONTRACT.

It is expected by both the Client and the CES, that the construction contract for the new construction will be awarded to the Center for Environmental Structure. CES will obtain the necessary building permits and start construction work immediately after signing of a construction contract.

Within the framework of this understanding, both parties recognise that CES will begin preparation and organisation for construction, during the latter part of the design period described in this contract. In the case that construction of the house does not begin within two months after issuance of a building permit, if this delay is caused by the client the client agrees to pay a reasonable cost over and above the fees defined earlier in this contract, to compensate CES for additional time and trouble in preparing for construction.

ARTICLE 7. ATTORNEYS FEES.

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



For THE CENTER FOR ENVIRONMENTAL STRUCTURE



MR ANDRE SALA



MRS ANNA SALA