

CENTER FOR ENVIRONMENTAL STRUCTURE

ARCHITECTS • CONTRACTORS

2701 SHASTA ROAD • BERKELEY, CALIFORNIA 94708

TELEPHONE 415/841-6166

CONSTRUCTION CONTRACT FOR BERRYESSA HOUSE

OF MR. AND MRS. JOHN LIGHTY

This contract is made on this ^{28th} day of July, 1987, between Mr. and Mrs. John Lighty ("Owner"), and the Center for Environmental Structure ("Contractor"), for the purpose of building a one story house at Berryessa Estates, Lot #171, unit #2, 2675 Harness drive, Pope Valley, California, according to plans prepared by the Center for Environmental Structure.

ARTICLE 1. THE WORK.

The house to be built is shown on the drawings that are attached to this contract as Appendix 1, and specified by the ten construction operations attached to this contract as Appendix 2.

The following aspects of the house will be built exactly as specified in the drawings:

- a. Siting of the house, as shown on site plan sheet.
- b. Configurations and dimensions of rooms of the house as shown on floor plan sheets.

ARTICLE 2. PAYMENT.

The work will be performed in ten operations, which are listed below. Each of these operations will be completed at the prices shown. The items performed in each operation, which define the exact work to be done, are specified in detail in Appendix 2.

1. Site preparation	\$ 2,575.00
2. Interior and exterior walls	18,295.00
3. Roof eaves	2,730.00
4. Flat and pitched roof structure - ceilings	6,900.00
5. Roofing	12,006.00
6. Windows and doors	8,900.00
7. Electrical	10,112.00
8. Heating and plumbing	5,700.00
9. Floors	4,470.00
10. Built-ins	1,100.00

TOTAL	\$72,788.00

ARTICLE 3. COMMENCEMENT OF EACH OPERATION.

At the time the owner wishes the contractor to begin work on any given operation, he will so indicate by initialling the operation on the space provided on page 5 of this contract. The contractor will then begin that operation within 30 days from time of initialling. It is expected that the entire project will take about 10 months to complete, excluding any unusual circumstances.

ARTICLE 4. SCHEDULE OF PAYMENTS

Bank disbursements will be made directly to the owner on the following schedule:

25% after the foundation is in, the first floor slabs are in place and all rough lumber is on the ground.

20% after the structure and all mechanical systems are roughed in, rough plumbing and electrical work is inspected and approved by county, roofing is in place, and before interior lathing begins.

20% after inside plastering is completed and the exterior, if stucco, has received two coats. If wood siding is used, the prime coat or its equivalent is completed.

15% after all improvements are fully completed.

20% disbursed after the expiration of the lien period.

The Owner will make payments directly to the Contractor in three stages as follows:

50% of the price of the operation will be paid at the moment when the owner instructs the contractor to begin that operation.

35% of the price of the operation, on demand, when a reasonable portion of the work has been completed.

15% of the price, when the operation is completed. This last payment will be reduced by a credit for the owner's labor, as defined in Article 6.

ARTICLE 5. CHANGES IN CONSTRUCTION.

If the owner wishes to include any items of construction, not already included in the list of items given in Appendix 2, then for each such item, an order with a fixed price, will be signed by both parties, and attached to Appendix 2, as an extra in the appropriate operation, and will then be carried out as part of this operation. Necessary adjustments will then be made in the appropriate payment. The fixed price will be based on the cost of labor and materials plus 15%.

ARTICLE 6. OWNER'S LABOR.

It is agreed that the owner may provide some part of the labor needed for construction and if so, will receive credit for all the labor so performed, on a piece work basis, according to the items of construction completed, at the labor cost assumed for the items in appendix 2.

ARTICLE 7. LIENS.

The contractor shall pay all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of said structure and will hold owner of the property free and harmless against all liens and claims which contractor agrees are due and owing.

Should any liens or claims of lien be filed for record against the property, or should owner receive notice of any unpaid bill or charge in connection with the construction, and provided that contractor determines that the lien, claim, bill or charge is reasonable and is due and owing, contractor shall forthwith pay and discharge the same and cause the same to be released of record.

ARTICLE 8. COMPLETION BY OWNER

Should Contractor, at any time during the progress of work, refuse or neglect to supply sufficient material or workmen for the expeditious progress of said work, Owner may, upon giving three days' notice in writing to Contractor, by registered mail, (a copy of which shall be furnished to lien holder), provide the necessary material and workmen to finish the said work and may enter upon the premises for such purpose and complete said work, the value of the work performed as defined in Contract Appendix 2, shall be deducted from the said Contract price.

ARTICLE 9. INSURANCE.

The owner will carry all necessary general liability, fire and earthquake insurance.

The contractor will provide workmen's compensation for all workmen.

The contractor will provide a financial statement and references as requested by the bank.

ARTICLE 10. ARBITRATION.

Any controversy or claim arising out of or relating to this agreement, or the actual or alleged breach hereof, or the rights, duties or obligations of the parties hereto, shall be settled by arbitration conducted in the City of San Francisco in accordance with, and by an arbitrator appointed pursuant to, the rules of the American Arbitration Association in effect at the time, and judgement upon the award rendered pursuant thereto may be entered in any court having jurisdiction thereof.

ARTICLE 11. ATTORNEYS FEES.

In the event of arbitration or 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.

ARTICLE 12. GOVERNING LAW.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 1020 "N" street Sacramento, California 95814.

California law shall govern in any and all disputes arising out of this contract.

Signed:

John Lighty *Merilee F. Lighty*

for Mr. and Mrs. John Lighty

G. Anzal

for Center for Environmental Structure

I hereby authorize the contractor to proceed with the following operations:

- | | |
|--------|---------|
| 1_____ | 6_____ |
| 2_____ | 7_____ |
| 3_____ | 8_____ |
| 4_____ | 9_____ |
| 5_____ | 10_____ |

APPENDIX 2

ITEMS OF CONSTRUCTION

for

BERRYESSA HOUSE

1. SITE PREPARATION - COMPLETION OF FRAME
AND FIREPLACE

1. Clean site	\$ 750.00
2. Cut rebars	188.00
3. Fix framing	990.00
4. Simson connectors	272.00
5. Remove forms	375.00

TOTAL	\$2,575.00

2. INTERIOR AND EXTERIOR WALLS

1. Wall Framing	\$5,503.00
2"x4" studs	
bldg paper	
R-11 batt insul	
rough window openings	
interior walls	
2. Exterior Surface	9,180.00
1"x8" redwood rough siding	
Rebar x bracing	
3. Interior Surfaces	3,612.00
Drywall	

TOTAL	\$18,295.00

3. ROOF EAVES

1. 470 lin feet @ 5.00/ lin ft.	\$2,350.00
2. Hardware	380.00

TOTAL	\$2,730.00

4. FLAT AND PITCHED ROOF STRUCTURE - CEILINGS

A. KITCHEN - LIVING ROOM	\$2,948.00
2"x4"	
4"x6"	
ceiling: good one-side 3/4" ply	
roof: 3/8" ply	
B. LIBRARY	905.00
2"x4"	
4"x6"	
ceiling: good one-side 3/4" ply	
roof: 3/8" ply	
C. STUDIO	829.00
ceiling: good one-side 3/4" ply	
D. ALCOVE	460.00
2"x4"	
ceiling: good one side 3/4" ply	
E. ENTRANCE, STAIRS, BEDROOM	1,758.00
2"x6" decking	
3/8" ply	

TOTAL	\$6,900.00

5. ROOFING

1. Provide all necessary labor and materials to roof the building as per the following specifications:	\$11,620.00
4" celotex on all flat areas	
28 Lb glass base sheet	
1 Lb bitumous based roofing sheet	
metal flashing as required	
2. 386 sq ft 6" batt insul	386.00

TOTAL	\$12,006.00

6. WINDOWS AND DOORS

1. 34 single glazed aluminum windows w single lite	\$6,788.00
2. 2 interior hollow core doors, 5 exterior solid core doors	1,190.00
3. door hardware	378.00
4. Install windows and doors	544.00

TOTAL	\$8,900.00

7. FINISH ELECTRICAL

1. Provide all necessary labor and materials to complete electrical work as defined by plans (no light fixtures)	\$9,520.00
2. Light fixture allowance	200.00
3. Trenching as required	392.00

TOTAL	\$10,112.00

8. HEATING AND PLUMBING

1. 2-30 gal H.W. 220 V	\$ 585.00
2. 3-1500 watt, 120V Intertherms	773.00
3. 2-toilets	280.00
4. 3-lavs (2 wall-hung)	336.00
5. 1 Bathtub, 1 shower	770.00
6. 5 faucet sets	560.00
7. Labor to install above	2,396.00

TOTAL	\$5700.00

9. FLOORS

A. Studio	\$ 220.00
Acid washed concrete	
B. Kitchen	1,228.00
12x12 mexican tiles in mortar	
C. Living room and alcove	1,174.00
1x8 pine flooring #2 & btr.	
D. Library	386.00
1x8 pine flooring #2 & btr.	
E. Bedroom - Dressing	376.00
Medium grade carpet	
F. Stairs	187.00
Concrete with terracotta ornaments/acid washed	
G. Entrance - Landing	390.00
1x8 pine flooring #2 & btr.	
H. Bathroom	509.00
8x8 mexican tiles in mortar	

TOTAL	\$4,470.00

10. BUILT-INS

1. Kitchen counter	\$1,100.00

TOTAL	\$1,100.00