

CENTER FOR ENVIRONMENTAL STRUCTURE

ARCHITECTS • CONTRACTORS

2701 SHASTA ROAD • BERKELEY, CALIFORNIA 94708

TELEPHONE 415/841-6166

CONSTRUCTION CONTRACT FOR RENOVATION TO THE HOME OF DANIEL POTASH AND MAUREEN McCABE

This contract is made on the 4 day of July 1987, between Daniel Potash and Maureen McCabe ("owners") and the Center for Environmental Structure, ("contractor"), for the purpose renovating the first floor of their home, at 1341 Butterfield Road, San Anselmo, California.

ARTICLE 1. THE WORK.

The work will be performed in nine operations which are listed below. The items to be performed in each operation, are specified in Appendix 1.

1. BATHROOM AND PLUMBING	\$8,580.00
2. ENTRANCE	\$7,008.00
3. PORCH	\$6,732.00
4. ELECTRICAL AND HEATING	\$4,640.00
5. NEW DRIVEWAY AND PARKING	\$3,500.00
6. KITCHEN GARDEN	\$1,800.00
7. EXTERIOR STUCCO FINISH	\$18,300.00
8. PERMIT DRAWING	\$1,720.00
9. CLEAN-UP	\$ 720.00

TOTAL \$53,000.00

Architectural fees as specified in article 5.

ARTICLE 2. PAYMENT AND SCHEDULE OF PAYMENTS.

The work will be done for a total of \$53,000. Owners will pay the contractor in three stages as follows.

First payment, on signing of this contract: 50% = \$26,500.00

Second payment, at substantial completion of each item, item by item, 35% of the price shown for the item completed. Substantial completion of an operation is defined as a situation where the work is 85% completed, by the estimate of CES. Total of second payments will be 35% = \$18,550.00

Final payment, on final completion of all items, after completion of the punch list defined in article 3. Final payment will be 15% = \$7,950.00

ARTICLE 3. PUNCH LIST.

Before final completion, the contractor and owner will meet and draw up a punch list of items to be completed. These items will be items already included in the contract. Immediately after completion of the items in the punch list, final payment will be made.

ARTICLE 4. CHANGES IN CONSTRUCTION.

If either party wishes to include any items of construction, not included in the list of items given in Appendix 1, then for each such item, an order with a fixed price will be signed by both parties, and attached to Appendix 1. Necessary adjustments will then be made in the appropriate payment.

ARTICLE 5. ARCHITECTURAL FEES

Architectural and design fees for this contract of \$53,000, will be \$5000: the \$3500 already billed on June 27 is included: there are \$1500 additional to be billed before completion. If any further architectural requests are made, ~~or needs arise,~~ they will be negotiated with the client before the work is done.

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ARTICLE 6. DETAILED APPROVAL OF EACH OPERATION.

Before starting work on each operation, or during the early stages of each operation, the contractor agrees to present the owners with a more detailed specification and/or mock-up of each operation 1 to 7, to be reviewed, and approved by the owner. If the owners requests are too complex for the money agreed, negotiations will be re-opened on that particular item, until a price fair to both parties is arrived at.

ARTICLE 7. OWNERS' RESPONSIBILITIES.

The owner agrees to undertake the following operations: painting interiors, painting exterior and interior windows and doors, painting trim, completing grading and landscaping of front lawn and kitchen garden. The owner agrees to finish these operations in a time and manner consistent with the rest of the job.

ARTICLE 8. INSURANCE.

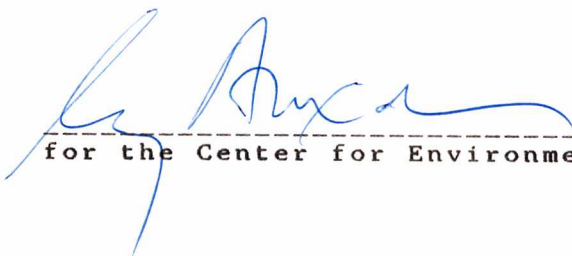
The owner will carry all necessary general liability, fire, and earthquake insurance.

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

Signed:



for Mr. Daniel Potash and Ms. Maureen McCabe



for the Center for Environmental Structure

APPENDIX 1

ITEMS OF CONSTRUCTION

1. BATHROOM AND PLUMBING \$8,580.00

It includes the following items:

- 1.1. Demolition of kitchen cabinets.
- 1.2. Wall between bathroom and study alcove.
- 1.3. Remove door to entrance and fix wall.
- 1.4. New sewer line.
- 1.5. Bathroom fixtures (sink, toilet and shower with glass door); rough and finished plumbing.
- 1.6. New linoleum floor.
- 1.7. Door to bathroom: use of existing door.
- 1.8. Repair bathroom walls after demolition.

2. ENTRANCE \$7,008.00

It includes the following items:

- 2.1. Remove existing entrance wall and provide support.
- 2.2. Remove plants, shingles and brick wall.
- 2.3. Frame new entrance wall.
- 2.4. 3 new windows.
- 2.5. Trim on walls.
- 2.6. Reframe and rehang existing front door.
- 2.7. Oak floor.
- 2.8. Opening on wall along stair.
- 2.9. Wall along stairs.
- 2.10. Tape and spackle wall

3. PORCH \$6,732.00

It includes the following items:

- 3.1. Footing and steel.
- 3.2. Fill.
- 3.3. Formwork.
- 3.4. Concrete slab.
- 3.5. 6 D.F. columns.
- 3.6. D.F. beams.
- 3.7. Flat roof--2"x8" decking.
- 3.8. Roofing.
- 3.9. Painting columns and beams.

4. ELECTRICAL AND HEATING \$4,640.00

It includes the following items:

- 4.1. Electrical.
- 4.2. 7 baseboard heaters (6' each) and installation.

5. NEW DRIVEWAY AND PARKING. \$3,500.00

The driveway will be horseshoe in shape, with two parking spaces. This amount will pay for gravel. We are going to look for a way to do a part, or the whole in asphalt, since we think it will make a better job, but cannot yet guarantee the feasibility of this approach.

6. KITCHEN GARDEN. \$1,800.00

- 1.5 inch concrete tiles, cast in place.
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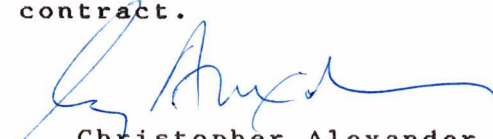
7. EXTERIOR STUCCO FINISH \$18,300.00

Remove existing shingles
Prepare window openings
Place stucco, and color

8. PERMIT DRAWING \$1,720.00

9. CLEAN-UP \$ 720.00

Let it be known that Chester J Cervellino is acting as agent for the Center for Environmental Structure in the negotiation of this contract.



Christopher Alexander
President

Amendment to Construction Contract For Renovation to the Home of Daniel Potash and Maureen McCabe as Owners, and the Center for Environmental Structure as Contractors dated July 4, 1987

Design decisions that the Center will execute are as follows

- 1) Color selection of exterior stucco
- 2) Window size, placement, and configuration
- 3) Porch columns, size, shape, and color
- 4) Exact location of interior walls
- 5) Driveway shape and location
- 6) Lighting fixture hardware


Owner's comments and suggestions regarding the above decisions will not incur extra charges, unless a written agreement is executed as per Article 4.

Anything that causes extra cost to the Center has to be approved in writing by Owner as per Article 4, prior to commencement. This includes design work, research work, telephone calls, or any other activity.

Chester J. Cervellino will continue to act as agent for Center. Any communications regarding the contract, scheduling, design decisions, interpretation of the contract, drafting and executing amendments will be through him. If Chester, for any reason, is unavailable to act as agent for the Center in regard to this job, then Gary Black or Artemis Anninou may be substituted.

If the Center directs any of its employees to perform a task not included in the contract, or to revise completed work, it will be at the Center's expense, and not a chargeable extra for the owners, except as authorized in writing as per Article 4

Signed:


Daniel A. Potash July 4, 1987
for Owners


Chester J. Cervellino
for Center