L.E. BACA CONSTRUCTION

Architecture - Engineering - Construction
Since 1984





California / Silicon Valley

Since we've opened our doors in 1984, L.E. Baca Construction Co. has become one of the most trusted Architectural and Structural Design Builders in California serving the entire San Francisco Bay Areas Silicon Valley.

Over the last 35 years, we have Designed, Engineered and Built numerous custom homes, residential renovations, commercial and public construction projects.

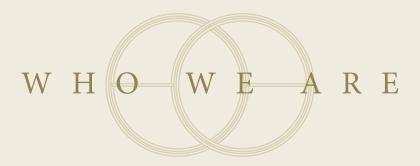
No project is ever too big or too difficult for our team of experienced and dedicated professionals, you can rest easy knowing your project is always in good hands.

510-912-0911

www.bacaconstruction.com









ESTABLISHED 1984

Lic: 450941

L.E. Baca Construction, located in historic San Francisco Bay Area Ca, is a fully integrated

Architectural Design, Structural Design and Construction firm serving the greater

San Francisco Bay Area and the surrounding counties. Over the past few decades, we have established ourselves as one of the most trusted team of Design Builders and Structural Builders.

EXPERIENCE - KNOWLEDGE

We provide Architectural and Structural Design, Design-Build and Construction services for a wide range of projects including custom homes, home renovations, forensic re-construction, structural engineering, commercial construction, facilities construction, construction management etc.

We will always design with a cost effective solution in mind, and manage every detail of your project through construction completion to make sure your experience is one of trust, ease and involvement. Our dedication to customizing our services based on our clients' needs has earned us a stellar reputation among individuals and businesses.





We design the preliminary architectural stages with the emphasis being that of structural design and engineering always, on every project, every time.





STRUCTURAL FIRST APPROCH

Our entire process of Structural Design and Structural Construction including pre-development planning requires not only conceptual thinking but also sound knowledge and practical aspects of complete structural building practices, such as construct-ability, recent engineering codes, backed up by ample on-site experience.

Structural Design and Structural Construction is one of the more fundamental and important services that we offer. We provide innovative solutions on a variety of Structural Engineering and Structural

Construction projects, from simple building designs and construction to complex structural stabilization of entire buildings, we have 35 years of experience and provide cost effective Structural Design-Build solutions that meets the needs of our clients.

A BETTER APPROACH

STRUCTURAL DESIGN-BUILD

L.E. Baca Construction and its engineering partners offer a full range of condition assessment and Structural Design-Build Services, we not only design the structural elements we also build it. Along with direct access to qualified specialty Structural Engineering partners, we excel at the Structural Design-Build and Structural Construction process.





EXPERIENCE

We put Structural Design and Engineering first and paramount where it belongs, before all other pre-development processes. We always design the Architectural around the Structural Design and Engineering.

STRUCTURAL SERVICES

- Structural Design
- · Structural Engineering
- · Seismic Engineering
- Structural Planning Review
- · Construction Management
- · Site Construction

ARCHITECTURAL DESIGN



DESIGN BUILD

Complete Design-Build service helps keep your pre-development Architectural / Structural Design and Construction project running smoothly because you deal with one company from start to finish. For most projects, the full service Design-Build approach we offer is the most convenient and cost effective method and eliminates extra project management from overwhelming clients.

A BETTER APPROACH

From multi-residential projects and custom homes to residential renovations we can provide the knowledge and experience to complete any residential construction project.

We have the construction expertise and relations within the industry to keep projects on track from our in house

Architectural Design production through post-construction thus determining and regulating how our client's time and budget is best used towards a successful build out.

ARCHITECTURAL DESIGN



EFFICIENT PROCESS

All Architectural Design is performed in-house you will be dealing with one person throughout the entire design and engineering process, saving valuable time and keeping project as cost effective as possible.

ARCHITECTURAL SERVICES

- Architectural Design
- · 3D Modeling
- · Visualization Rendering
- · Structural Design
- Custom Homes / New Construction
- · Remodel / Renovation
- · Structural Engineering
- · Zoning Changes
- · Planning Review
- · Solar Design Report
- · Historical Review
- · Green Build Implementation
- Project Costing



DESIGN SERVICES CONTRACT

CONTRACT TO PROCEED

Date: <u>November 29, 2022</u> Document #: AR- 24-2002

Between the Owner: Gregg Burythe

(Project Location) 6460 Market Ave.

Newark Ca 94560

And the Designer: L.E. Baca Construction Co (Lic 450941)

35120 Buckingham Court

Newark, CA 94560 (510) 912-0911

Parcel A.P.N: 92A-1095-105-00

Zoned: R-1 Residential Single Family

Existing Lot: 5,670 SF

Existing Buildings: To remain

Year built: 1959

Total Lot Coverage sf: 1,454 SF (25.64%) approx.

Total Livable sf: 1,054

1st floor sf: 1,054

2nd floor sf: 0

Shed etc. sf: -

Garage/carport sf: 400 approx.

Bedrooms: 3
Bathrooms: 1

Contract Type: Architectural Design (Interior renovation and addition)

Project Type: Contract is for 1st floor interior remodel to existing footprint layout

and additional 700 APPROX. sf as needed. Draft existing as-built plan and revise existing interior house plan to address client needs. *Project is not to be designed for Accessory Dwelling Unit*

(ADU) use.

Project Approx. Size: 150 SF (Front) 550 SF (Rear) – 1st floor addition if possible

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ARTICLE 1. UNDERSTANDING

- a. To minimize all personal contact due to current pandemic protocols and for safety of all, client, city, etc. meetings will be handled online only, there will be no personal site visits including owners, city offices etc. Except for needed field measurements and initial client discussion.
- b. Owner understands that L.E. Baca Construction is not a licensed Architect, however, is a Licensed and Insured Design/Build Contractor approved by all cities and counties.
- c. Design created does not in any way represent or guarantee owners overall project budget, however, will do best to design according to client's project budget and will discuss further proposed costing after completing Phase 1 Schematic Concept Design.
- d. All verbal or otherwise rough project estimate/ballpark costing etc. discussed is in no way to be relied upon as accurate project costing.
- e. Project will be designed as per specific city and county requirements and no guarantee of the existing property conditions are made.
- f. Project size, specific requirements etc. are not guaranteed as designed, all sizing, specific requirements, setbacks, design, fire sprinklers required etc. are regulated by city zoning, city planning, fire dept., city building etc.
- g. No guarantees or representations are made regarding any city, county etc. requirements regarding the need for fire sprinkler systems, school tax fees, utilities service issues etc. It is solely the owner's responsibility to discuss all possible requirements directly with city, county etc. that may affect overall design limitations or project budget.

ARTICLE 2. Phase 1 - SCHEMATIC CONCEPT (As-Built Drawings)

- a. The schematic design phase shall begin with an initial meeting. During this meeting, designer and the owner shall discuss the programmatic requirements and basic design parameters of client's current design layout for the project.
- b. Based upon the mutually agreed upon layout established in the initial meeting, the designer shall prepare a set of schematic design documents for review by the owner. These concept plan documents shall include (1) rough existing floor plan and as well as any specific information requested by the owner and agreed to by designer in the initial meeting. These are usually extremely basic showing overall layout, room sizes and adjacencies.

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c. Please understand that phase 1 Concept Design drawings are very rough, and all conditions and walls may not be 100% exact placement and will be finalized during Phase 2 Design Development. If contract is for As-Built drawings only then all As-Built drawings will be finalized in this phase.

ARTICLE 3. Phase 2 - Design Development

- a. The design development phase shall consist of (4) online review meetings, (4) design revisions and receipt of schematic plans for review. All other plan revisions or review meetings will be billed as per Article 7.
- b. At the first design development online review meeting the owner and designer will review the drawings and discuss changes, options, questions or general concerns regarding the design.
- c. The designer will then prepare a set of CAD and 3-D documents showing the modified floor plan, layouts for online review and approval.

ARTICLE 4. Phase 3 - Construction Documents

- a. Based on the approved design development the designer shall prepare the final construction documents for city permit submittal consisting of typical plan documents including insertion of all needed sub consultant pages.
- b. All city etc. submittals will be made as online uploads exclusively.
- c. Production of the final Architectural Design (not including needed sub-consultants work) shall take approximately **(30)** business days to complete, however cannot guarantee due to current State pandemic working conditions etc. city building regulations.
- d. The designer shall file all documents related to obtaining appropriate building permits in the property owners, or licensed contractors name as per local requirements, designer will make all revisions required and requested by city plan check as needed and resubmit to city Building Dept. as needed.

Owner Initials:

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ARTICLE 5. DOES NOT INCLUDE

- a. All meetings will be handled online only, there will be no personal site visits at all including owners, city offices etc. Except for needed site field measurements and initial client discussion.
- b. Any ADU document processing etc. at all for City, County Assessor etc. including documentation, handling, meetings etc. All required ADU County Assessor related services will be considered additional services and billed separately per Article 7.
- c. Any city and county permit fees taxes etc. Any city department site visits. (All city etc. submittals are made online only)
- d. Any field testing, digging, verifying locating or sizing of any underground or otherwise hidden, utilities, services, or systems.
- e. Any detailed kitchen/bathroom design, specs, layout, 3d views etc. This is handled by a kitchen/bathroom designer if needed.
- f. Any construction, construction management, project budget creation, construction costing or contractor bid solicitating. Any contractor construction consultations, construction direction, construction suggestions or construction training.
- g. Any needed sub consultant fees, designs, or calculations.
- h. Any printed plan sets, or pages as needed for city submission or client review, including all city required revisions, city requests, owners request etc. All plan printing costs and fees will be billed separately.
- i. There is no representation or guarantees at all for all existing current property or site conditions, including but not limited to structural conditions or issues, city, or county code violations, planning and zoning violations or any illegal conditions.
- j. No drawing, representation, comments, calculations at all will be made regarding any changes to existing conditions drawn and constructed by others. No guarantees or representations are made for all existing or changes to existing construction methods, structural conditions, design etc. for any existing conditions designed and constructed by others. Any existing construction conditions in its entirety (in all stages) are not included in this contract, that is between property owner and the contractor involved in the design and construction.
- **k.** If included see and sign additional "Indemnification and Hold Harmless Agreement".

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ARTICLE 6. COST AND PAYMENTS SCHEDULE

\$ 10,500	TOTAL CONTRACT COST
\$ 1,500	Phase 3 - Construction Documents
\$ 4,500	Phase 2 - Design Development
\$ 4,500	Phase 1 - Schematic Concept Design (As-Built Drawings)

PAYMENT SCHEDULE:

Payment 1: \$4,500 -. Payment is due upon signing of Design Agreement.

Payment 2: \$4,500 - Upon completion of Schematic Phase 1 Concept Design,

and before starting Phase 2 Design Development.

Payment 3: \$ 1,500 - Complete payment is due upon receipt of the design

documents and before any city submittals at all. Plus, any

additional services and/or reimbursable expenses.

ARTICLE 7. SUB CONSULTANT ESTIMATES

- a. The following are typical Sub Consultant estimates only, we are not suggesting the need for on this project they are for reference only. All Sub Consultant costing is ESTIMATED ONLY until Architectural Design is completed, reviewed, and proposed by each Sub Consultant needed.
- b. Any services will only be supplied if required or requested by Owner, City, County etc. Any entries with no cost amount inserted does not mean the service is not needed, it only suggests there is no estimated cost available at this time.
- c. Fees for all sub consultant services are to be paid in full prior to starting service and will include a **20% company fee markup added**. Below costs are in addition to the Architectural Design fees and not included in the Architectural Design contract.
- d. Owner will have total and complete control over all Sub Consultant selection, all Sub Consultant Contracts will be in owner's name directly.

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TYPICAL SUB CONSULTANT ESTIMATED COSTS

PHASE 2: DESIGN DEVELOPMENT	(Design Review City Subm	ission)
Property Survey	Lot Topo and Boundary	\$ Unknown if needed
Civil Engineering	Utility Locating, Tentative Site Plan	\$
Geotechnical Engineering	Soil Report	\$
Landscape Design	Preliminary Design	\$

PHASE 3: CONSTRUCTION DOCUMEN	TS (Building Permit Review Sub	mission)
Property Survey	Setting of Property Corners	\$
Civil Engineering	Construction Documents	\$
Structural Engineering	Per Building Design	\$ 6,500 (Estimate)
Energy Calculations T24	Per Building Design	\$ 550
MEP Engineering	Per Building Design	\$ Unknown if needed
Fire Sprinkler Engineering	Per Building Design	\$
Landscape Design	Final Design	\$

ADDITIONAL SERVICES:

Site visits (1 ½ hr min.)	\$265.00 /hr.
Additional Revisions or Review Meetings	\$265.00 /hr.
Plan Printing Approx.	\$ 4.50 /per page

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ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INDEMNITY

- a. Drawings, CAD files and specifications as instruments of service are and shall remain the property of L.E. Baca Construction, whether the project is constructed or not. L.E. Baca will not release or share all CAD file drawings under all circumstances.
- b. The owner shall be permitted to retain copies including reproducible copies of the design documents, in PDF format only. The owner may submit or distribute these documents for the purposes of constructing this specific project only. Any sale, reproduction, creation of derivative works based on these documents, or use of these documents without proper compensation to L.E. Baca Construction, and the express written consent of L.E. Baca Construction, is strictly prohibited.
- c. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Designer, Designer's representatives, agents and employees from all claims, losses, damages and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that such claim, loss, damage or expense is caused in whole or in part by any negligent act or omission of the Owner, anyone directly employed by them or anyone whose acts they are liable for, and attributes to bodily injury, sickness, disease or death, mold growth, or to injury to or destruction of tangible property including any resulting loss of use, regardless of whether or not it is caused in part by a party indemnified above.
- d. Owner understands that there is no insurance coverage at all for the use of this design by all people, contractors, owners etc. for all construction performance. Liability Insurance only applies to L.E. Baca Construction Co and associates if L.E. Baca Construction performs the construction on this design.
- e. Owner understands and agrees that it is solely the primary contractor's responsibility to find and address any and all issues or potential issues and follow approved plans whether mentioned on project plans designed here or not. Structural Engineering must be followed, any inaccuracies or changes must be discussed with Designer and Engineers for revisions as needed.
- f. Owner understands that any comments, images, or findings reports etc. provided by L.E. Baca is NOT code compliance inspection reporting etc. and not to be used as such or are any comments etc. made by L.E. Baca a guarantee or suggestion of overall project Structural Compliance or Structural Soundness. Structural Engineering must be followed, any inaccuracies or changes must be discussed with Designer and Engineers for revisions as needed.

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- g. Owner understands and agrees to indemnify, defend with counsel reasonably acceptable to, L.E Baca Construction Co, and hold Designer, L.E. Baca Construction Co, (named above), and their members, managers, officers, employees, agents, successors and assigns (collectively, the "Indemnitees"), harmless from and against any and all claims, liabilities, losses, damages (including injury to or death sustained by any person, including Owner, owner employees, Primary Contractor's employees, agents and subcontractors (the "Primary Contractor Parties"), or damage to property of any kind), costs and expenses, including attorney's fees (collectively, "Damages"), resulting from, arising out of or in connection with (i) the performance of work by the Owner, Owner employees, Primary Contractor and his Parties, (ii) the presence of the Contractor Parties on the work site or any and all construction or any and all construction on the project from the use of the project plans designed here.
- h. Owner understands and agrees to indemnify, defend with counsel reasonably acceptable to Designer, L.E Baca Construction Co, and hold Designer, L.E. Baca Construction Co, and the Owner (named above), and their members, managers, officers, employees, agents, successors and assigns (collectively, the "Indemnitees"), harmless from and against any and all claims, liabilities, losses, damages, from the condition, construction, failure, illegality, etc. on any and all construction on property whether existing or newly constructed. Or from the use of the project plans designed here.

ARTICLE 9.	ACCEPTANCE			
	DICATES AGREEMENT HEREWIT	н (9 рас	GES)	
Dated:		Dated:		
Ву:	Lawrence Baca	Ву:		
	Lawrence Baca		Property Owner	
	President		• •	
	L. E. Baca Construction Co			
Owner	understands that any scheduled	appointr	ments or meetings are only availal	ole as follows:
M/F				

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Owner Initials:



CREDITS OR DISCOUNTS

There could be a partial credit of <u>50%</u> of Architectural Design Fee in (**Article 6**) above.

- a. If and only if clients choose L.E. Baca Construction Co. to perform and L.E. Baca Construction so chooses to perform the actual Construction or Project Management services designed herein.
- b. It is understood L.E. Baca Construction is in no way obligated to estimate, propose, or perform any or all Construction or Project Management services for this project.
- c. All credits or discounts will be applied to Construction or Project Management Contract itself and not part of this agreement.
- d. Credit % amt is from cost of Architectural Design Fee per (**Article 6**) only and does not include any and all additional fees in (**Article 7**) or any fees paid by client whether mentioned or not.

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PHASE 1 REVIEW AND CONTRACT

♦ MEETING - Project Review

During an introductory meeting to review the goals for your project, we spend time with you to understand what you been thinking about. We understand that there surely has been a lot of time and emotional investment leading to the decision of doing a project. We want to understand what is motivating you and will try to tailor our services to fit your needs.

♦ MEETING - Proposal and Contract

Preparation of a proposal and Contract based on our preliminary meeting is completed. The design Proposal and Contract is based on your specific project needs, meetings, design time, documentation etc. All contract documents will be signed and approved at this meeting.



P H A S E 2 RESEARCH AND MEASUREMENTS

⋄ RESEARCH - Property Specific

We will assemble all possible options after reviewing specific city zoning, design guidelines, building codes etc. and do all research required to determine what our design parameters are. We will also do some initial site research to confirm solar angles and any other site-specific conditions so we can be productive during the design process.

SITE VISIT - Field Measurements

We will measure any existing buildings and conditions to use as the basis for our proposed drawings, then use these measurements to create "as-built drawings."

This as-built set of drawings will then serve as an accurate base to begin the proposed new design of the project. Please supply all property survey, deed restrictions etc. available, along with any other records relevant to the property.



PHASE 3 DESIGN CONCEPT

♦ DESIGN DEVELOPMENT - Schematic Concept

This entire process is iterative, as several options are presented at the beginning, and then based on client feedback, reworked until a particular design direction emerges.

We spend a couple meetings to review and also work via on-line presentation software and email. We will make changes with you in real time to create a design based on your input. Once we have an approved direction, we move ahead with what we call the Schematic Design Set, which includes proposed floor plans, sections, elevations, and a basic outline specification. Remember we always design with structural engineering as primary and forefront.



PHASE 4 PROJECT COSTING

♦ PROJECT COSTING - Preliminary

Whether you decide to negotiate with us for a Design Build project or send the project to several bidders, we will support the pricing process. We want to make sure all budget items are resolved before completing the drawings for construction. We will produce a preliminary budget based on our drawings and will use our experience to help create and design as cost efficient as possible. We always Design with "value engineering" in mind, always. We will create a comparative costing spreadsheet to help go through all of the line items and ensure that your budget is being spent in smart and efficient way in every category.



PHASE 5 DESIGN DEVELOPMENT

♦ DESIGN DEVELOPMENT - Final

Ideas are combined to create a solution that works best, and then this is refined through 2-3 revisions. We will produce full 3D model of the project here to help finalize all of the design decisions. We move ahead with all of the required drawings for a building permit concurrent with the full design development of your project.

♦ CONSTRUCTION DOCUMENTS - Sub Consultants Etc.

During this phase we coordinate with all sub-consultants including structural engineer, civil engineer, MEP etc. We also do extensive structural detailing of the project and complete the engineering as needed. Once the project design development is finalized we create drawings for permit. It might seem like the drawings are complete, but we still need to add another layer of information that is needed for city review. We also make revisions that come about through the pricing process. Finally, we know that at this point of the project you may want to adjust a thing or two. We allow for a few extra hours to accommodate those last minute thoughts.



PHASE6

♦ PERMIT PROCESSING - City Submission

The entire set of drawings, architectural, structural, civil, MEP, T24 etc are compiled to create the permit set. Some additional paperwork may also be needed. Depending on the size, complexity etc of project, the city review process can take one day to two weeks or even longer. Once project is submitted for permit, we will finalize the rest of the documents and tie everything together into a set that will be used to build the project. This set will be consistent with the permit drawings, just with more information. This phase includes design refinements of the approved design development documents, in particular, the refining of construction details. The construction documents shall set the detailed requirements for construction of the project so it can be confidently built.







PROJECT DETAILS

Project: New Construction

Type: Custom Home

Contract: Design Build

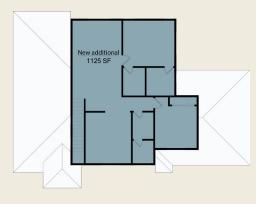
Size: 3413 sf

OUR TASKS

- · Lot Sub Division
- · Architectural Design
- 3D Modeling
- · Visualization Rendering
- · Structural Design
- Structural Engineering
- · Civil Engineering
- · Zoning
- Planning
- · Historical Review
- · Green Build Implementation
- · Construction Management
- · Site Construction
- Project Close Out







OUR TASKS

- Architectural Design
- 3D Modeling
- · Visualization Rendering
- Structural Design
- · Structural Engineering
- Zoning
- Planning
- · Historical Review
- Green Build Implementation
- Construction Management
- Site Construction
- · Project Close Out

PROJECT DETAILS

Project: New Construction

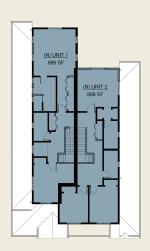
Type: Custom Home

Contract: Design Build

Size: 3123 sf







PROJECT DETAILS

Project: New Construction

Type: Multi Family, Duplex

Contract: Design Build

Size: 4158 sf

OUR TASKS

- Architectural Design
- · 3D Modeling
- · Visualization Rendering
- · Structural Design
- · Structural Engineering
- Zoning
- · Planning
- · Historical Review
- · Green Build Implementation
- Construction Management
- Site Construction
- · Project Close Out





PROJECT DETAILS

Project: New Construction

Type: Custom Home

Contract: Design, Pre-Development

Size: 2821 sf

OUR TASKS

- Architectural Design
- · 3D Modeling
- · Visualization Rendering
- · Structural Design
- Structural Engineering
- Zoning
- Planning
- · Historical Review
- · Green Build Implementation
- · Construction Management
- Site Construction
- Project Close Out





OUR TASKS

- Architectural Design
- · 3D Modeling
- · Visualization Rendering
- Structural Design
- Structural Engineering
- Zoning
- · Planning
- · Green Build Implementation

PROJECT DETAILS

Project: New Construction

Type: ADU

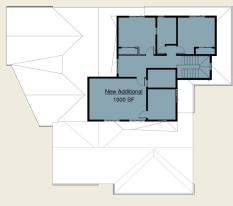
Contract: Design, Pre-Development

Size: 1250 sf









- Architectural Design
- · 3D Modeling
- · Visualization Rendering
- · Structural Design
- · Structural Engineering
- Zoning
- Planning
- · Historical Review
- · Green Build Implementation

PROJECT DETAILS

Project: Renovation

Type: Addition, Remodel

Contract: Design, Pre-Development

Size: 2204 sf (Additional)









- · Architectural Design
- · 3D Modeling
- · Visualization Rendering
- · Structural Design
- · Structural Engineering
- · Zoning
- Planning
- · Historical Review
- · Green Build Implementation

PROJECT DETAILS

Project: Renovation

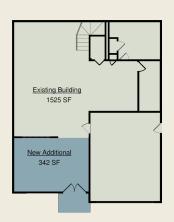
Type: Addition, Remodel

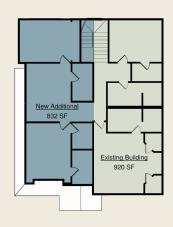
Contract: Design, Pre-Development

Size: 1132 sf (Additional)









- · Architectural Design
- · 3D Modeling
- · Visualization Rendering
- · Structural Design
- · Structural Engineering
- Zoning
- Planning
- · Historical Review
- Green Build Implementation

PROJECT DETAILS

Project: Renovation

Type: Addition, Remodel

Contract: Design, Pre-Development

Size: 1174 sf (Additional)









- · Architectural Design
- · 3D Modeling
- · Visualization Rendering
- Structural Design
- · Structural Engineering
- Zoning
- Planning
- · Historical Review
- · Green Build Implementation

PROJECT DETAILS

Project: Renovation

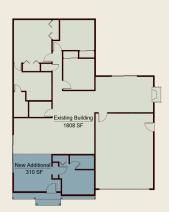
Type: Addition, Remodel

Contract: Design, Pre-Development

Size: 1048 sf (Additional)







PROJECT DETAILS

Project: Renovation

Type: Addition, Remodel
Contract: Design, Build
Size: 310 sf (Additional)

OUR TASKS

- Architectural Design
- · 3D Modeling
- · Visualization Rendering
- Structural Design
- Structural Engineering
- Zoning
- Planning
- · Historical Review
- · Green Build Implementation
- · Construction Management
- · Site Construction
- Project Close Out







PROJECT DETAILS

Project: Renovation

Type: Addition, Remodel
Contract: Design, Build
Size: 1133 sf (Additional)

OUR TASKS

- Architectural Design
- · 3D Modeling
- · Visualization Rendering
- · Structural Design
- Structural Engineering
- · Zoning
- Planning
- · Historical Review
- · Green Build Implementation
- · Construction Management
- · Site Construction
- Project Close Out





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