

THE A.I.A. SHORT FORM

FOR

SMALL CONSTRUCTION CONTRACTS

AGREEMENT AND GENERAL CONDITIONS  
BETWEEN CONTRACTOR AND OWNER

ISSUED BY THE AMERICAN INSTITUTE OF ARCHITECTS FOR USE ONLY WHEN THE PROPOSED WORK IS SIMPLE IN CHARACTER, SMALL IN COST, AND WHEN A STIPULATED SUM FORMS THE BASIS OF PAYMENT. FOR OTHER CONTRACTS THE INSTITUTE ISSUES THE STANDARD FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER FOR CONSTRUCTION OF BUILDINGS AND THE STANDARD GENERAL CONDITIONS IN CONNECTION THEREWITH FOR USE WHEN A STIPULATED SUM FORMS THE BASIS FOR PAYMENT.

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THIS AGREEMENT made the seventeenth day of

July in the year Nineteen Hundred and fifty-three,

by and between Lothar A. Freund

hereinafter called the Contractor, and

Mrs. Robert Woods Bliss for Dumbarton Oaks

hereinafter called the Owner.

WITNESSETH, That the Contractor and the Owner for the considerations hereinafter named agree as follows:

**Article 1. Scope of the Work**—The Contractor shall furnish all of the material and perform all of fabricating, finishing and erecting the work for two pairs of Wrought Iron Entrance Gates as shown

(Caption indicating the portion or portions of work covered)

on the drawings and described in the specifications entitled

R Street Gates for the Dumbarton Oaks Research Library and Collection at Washington, D.C.

prepared by Ruth M. Havey Landscape Architect

all in accordance with the terms of the contract documents.

**Article 2. Time of Completion**—The work shall be substantially completed March 15, 1954

**Article 3. Contract Sum**—The Owner shall pay the Contractor for the performance of the contract subject to the additions and deductions provided therein in current funds, the sum of

Twenty Thousand dollars. (\$ 20,000.)



**Article 4. Progress Payments**—The Owner shall make payments on account of the contract, upon requisition by the Contractor, as follows:

Monthly--90% of all labor and material which has been placed in position to be paid on or about the tenth of the following month---except the final payment.

**Article 5. Acceptance and Final Payment**—Final payment shall be due .....15..... days after completion of the work, provided the contract be then fully performed, subject to the provisions of Article 16 of the General Conditions.

**Article 6. Contract Documents**—Contract documents are as noted in Article 1 of the General Conditions. The following is an enumeration of the drawings and specifications:

Drawing # DO-26	3.01	Dated 7/16/53
Drawing # DO-26	3.02a	Dated 7/16/53

### GENERAL CONDITIONS

**Article 1. Contract Documents**—The contract includes the Agreement and its General Conditions, the Drawings, and the Specifications. Two or more copies of each, as required, shall be signed by both parties and one signed copy of each retained by each party.

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefor.

The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

**Article 2. Samples**—The Contractor shall furnish for approval all samples as directed. The work shall be in accordance with approved samples.

**Article 3. Materials, Appliances, Employes**—Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality.

All workmen and sub-contractors shall be skilled in their trades.

**Article 4. Royalties and Patents**—The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

**Article 5. Surveys, Permits, and Regulations**—The Owner shall furnish all surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the Owner if the drawings and specifications are at variance therewith.

**Article 6. Protection of Work, Property, and Persons**—The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.

**Article 7. Inspection of Work**—The Contractor shall permit and facilitate inspection of the work by the Owner and his agents and public authorities at all times.

**Article 8. Changes in the Work**—The Owner may order changes in the work, the Contract Sum being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be made in writing before executing the work involved.



**Article 9. Correction of Work**—The Contractor shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the contract. The provisions of this article apply to work done by sub-contractors as well as to work done by direct employees of the Contractor.

**Article 10. Owner's Right to Terminate the Contract**—Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the Owner, after seven days' written notice to the Contractor, may, without prejudice to any other remedy he may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the contract and take possession of all materials, tools, and appliances and finish the work by such means as he sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

**Article 11. Contractor's Right to Terminate Contract**—Should the work be stopped by any public authority for a period of thirty days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the Owner for a period of seven days, or should the Owner fail to pay the Contractor any payment within seven days after it is due, then the Contractor upon seven days' written notice to the Owner, may stop work or terminate the contract and recover from the Owner payment for all work executed and any loss sustained and reasonable profit and damages.

**Article 12. Payments**—Payments shall be made as provided in the Agreement. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens or from faulty work appearing thereafter, as provided for in Article 9, and of all claims by the Contractor except any previously made and still unsettled. Payments otherwise due may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make payments properly to sub-contractors or for material or labor.

**Article 13. Contractor's Liability Insurance**—The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from claims for damages because of bodily injury, including death, which may arise from and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than any limits of liability specified as part of this contract. This insurance need not cover any liability imposed by Article 6 of the General Conditions. Certificates of such insurance shall be filed with the Owner if he so require.

**Article 14. Owner's Liability Insurance**—The Owner shall be responsible for and at his option may maintain such insurance as will protect him from his contingent liability to others for damages because of bodily injury, including death, which may arise from operations under this contract, and any other liability for damages which the Contractor is required to insure under any provision of this contract.

**Article 15. Fire Insurance**—The Owner shall effect and maintain fire insurance upon the entire structure on which the work of this contract is to be done to one hundred per cent of the insurable value thereof, including items of labor and materials connected therewith whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction including surplus materials, shanties, protective fences, bridges, or temporary structures, miscellaneous materials and supplies incident to the work, and such scaffoldings, stagings, towers, forms, and equipment as are not owned or rented by the contractor, the cost of which is included in the cost of the work. **EXCLUSIONS:** This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffoldings, stagings, towers, and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the work, or any cook shanties, bunk houses or other structures erected for housing the workmen. The loss, if any, is to be made adjustable with and payable to the Owner as Trustee for the insureds as their interests may appear, except in such cases as may require payment of all or a proportion of said insurance to be made to a mortgagee as his interests may appear.

The Contractor and all sub-contractors shall be named or designated in such capacity as insured jointly with the Owner in all policies, all of which shall be open to the Contractor's inspection. Certificates of such insurance shall be filed with the Contractor if he so requires. If the Owner fails to effect or maintain insurance as above and so notifies the Contractor, the Contractor may insure his



own interest and that of the sub-contractors and charge the cost thereof to the Owner. If the Contractor is damaged by failure of the Owner to maintain such insurance or to so notify the Contractor, he may recover as stipulated in the contract for recovery of damages. If extended coverage or other special insurance not herein provided for is required by the Contractor, the Owner shall effect such insurance at the Contractor's expense by appropriate riders to his fire insurance policy.

If required in writing by any party in interest, the Owner as Trustee shall, upon the occurrence of loss, give bond for the proper performance of his duties. He shall deposit any money received from insurance in an account separate from all his other funds and he shall distribute it in accordance with such agreement as the parties in interest may reach, or under an award of arbitrators appointed, one by the Owner, another by joint action of the other parties in interest, all other procedure being as provided elsewhere in the contract for Arbitration. If after loss no special agreement is made, replacement of injured work shall be ordered and executed as provided for changes in the work.

The Trustee shall have power to adjust and settle any loss with the insurers unless one of the Contractors interested shall object in writing within three working days of the occurrence of loss, and thereupon arbitrators shall be chosen as above. The Trustee shall in that case make settlement with the insurers in accordance with the directions of such arbitrators, who shall also, if distribution by arbitration is required, direct such distribution.

**Article 16. Liens**—The final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this contract, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien.

**Article 17. Separate Contracts**—The Owner has the right to let other contracts in connection with the work and the Contractor shall properly cooperate with any such other contractors.

**Article 18. The Architect's Status**—The Architect shall have general supervision of the work. He has authority to stop the work if necessary to insure its proper execution. He shall certify to the Owner when payments under the contract are due and the amounts to be paid. He shall make decisions on all claims of the Owner or Contractor. All his decisions are subject to arbitration.

**Article 19. Arbitration**—Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Standard Form of Arbitration Procedure of The American Institute of Architects or under the Rules of the American Arbitration Association.

**Article 20. Cleaning Up**—The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work he shall remove from the premises all rubbish, implements and surplus materials and leave the building broom-clean.

IN WITNESS WHEREOF the parties hereto executed this Agreement, the day and year first above written.

Contractor

Owner