

Copy for Mrs. Bliss -

**THE A. I. A. SHORT FORM
FOR
SMALL CONSTRUCTION CONTRACTS**

**AGREEMENT AND GENERAL CONDITIONS
BETWEEN CONTRACTOR AND OWNER**

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THIS AGREEMENT made the 7th day of December in the year Nineteen Hundred and 51,
by and between District Ornamental Iron Works---Philip Finelli
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 the work for Fabricating, Finishing and Setting as shown
(Caption indicating the portion or portions of work covered)

on the drawings and described in the specifications entitled
Wrought Iron Rail for the North Vista at Dumbarton Oaks

prepared by Ruth M. Havey Architect
all in accordance with the terms of the contract documents.

Article 2. Time of Completion—The work shall be substantially completed March 1, 1952

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 Fifteen Hundred and Fifty-eight dollars. (\$ 1558.)

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 10th 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:

WROUGHT IRON RAIL for NORTH VISTA at Dumbarton Oaks, Washington, D.C.

- G-3.42 Specifications
- G-3.42a Plan and South Elevation 11/7/51
- G-3.42b F.S.D.Scroll Panel 6/11/51
- G-3.42c F.S.Elevation of West Gate 11/16/51
- G-3.42d F.S.Details for West Gate 11/16/51

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 an adequate survey of the property. The Contractor shall obtain and pay for all permits necessary for the prosecution of the work. He 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 any other claims for damages for personal injury, including death, which may arise from operations under this contract. Certificates of such insurance shall be filed with the Owner, if he so require, and shall be subject to his approval for adequacy of protection.

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 for damages for personal injury, including death, which may arise from operations under 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 and upon all materials, in or adjacent thereto and intended for use thereon, to at least eighty per cent of the insurable value thereof. The loss, if any, is to be made adjustable with and payable to the Owner as Trustee for whom it may concern, 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 insurance shall cover the following items and labor 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 or temporary structures, scaffoldings, and stagings, protective fences, bridges, forms, and miscellaneous materials and supplies necessary to the work.

The insurance shall not cover any tools owned by mechanics or any tools or equipment owned or rented by the Contractor, and the Owner shall not be responsible for any loss on such property.

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 this agreement shall be specifically enforceable under the prevailing arbitration law, and judgment upon the award rendered may be entered in the highest 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 parties may agree upon one arbitrator; otherwise there shall be three, one named in writing by each party of this contract within five days after notice of arbitration is served by either party upon the other, and a third arbitrator selected by these two arbitrators within five days thereafter. No one shall serve as an arbitrator who is in any way financially interested in this contract or in the affairs of either party thereto.

At the written request of either party, at any time prior to the complete appointment of arbitrators, as provided above, or in the event of any default or lapse in the proceeding, the arbitration shall be held under the Standard Form of Arbitration Procedure of The American Institute of Architects or of 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, mplements 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.

Mr. Robert Woods Bliss by Juth M. Haver
Owner
BY: Philip Finelli
DISTRICT ORNAMENTAL IRON WORKS
Contractor

G-3.42 SPECIFICATIONS---for the Wrought Iron Rail for the
North Vista at Dumbarton Oaks, Washington, D.C.

FABRICATION---

The Rail is to be forged from Genuine Swedish Wrought Iron
(Charcoal Iron---so-called "Norway Iron")---a hand puddled iron
made by the Lancashire Process---as supplied by the Swedish-
American Steel Corporation, 429 Kent Avenue, Brooklyn, New York.

The top member of the top rail is to be of brass similar in size
and design to the bronze one shown on the drawings (which is
Blum # 4534---upset.)

It is desirable to execute this top rail in bronze---and, as the
work progresses, if a bronze top rail of suitable size and design
can be obtained please notify the architect. The contract figure
can be adjusted at that time to cover the additional cost of
bronze.

30 Cast bronze wheat motifs---supplied by the owner---are to be
applied to the scrolls by the contractor.

FINISHING---

The rail is to be finished as follows:

- 1--After forging---wire brush to take off outside scale.
- 2--Heat the iron to blood temperature (not hot---warm only---to
open the pores so that oil can penetrate.)
- 3--Dip in oil
- 4--Apply lamp black
- 5--Rub down

SETTING---

The East and West Gates are to be fastened to the existing wall.

The posts between the gates are to be set in sockets with screw
wedges and no permanent filler---so that the rail between the
gates may be removed if necessary and replaced.