

Mr. Cowgill -

What preparation necessary
for call from
van Agt of Netherlands
Embassy ?

W3

DEIGERT AND YERKES AND ASSOCIATES ARCHITECTS

February 1, 1961

Mr. William Scheik, Executive Director
American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C.

Dear Mr. Scheik:

The Netherlands Government has asked us to furnish architectural services in connection with its proposed new chancery building here in Washington.

At the Government's request we have prepared a draft of a contract for use between the Government and ourselves. The Government has suggested to the Netherlands Embassy that this draft be submitted to the Institute for its comments.

I accordingly went over the first draft of the proposed contract with Mr. Cowgill who made several valuable suggestions. We have incorporated these revisions in the contract, as well as a number of others suggested by Mr. Hunter and his staff at GSA. Mr Snyder and Mr. van Cleve of GSA made a thorough review of the contract.

We are handing copies of our final draft to Mr. F.J.Th.J. van Agt, First Secretary of the Netherlands Embassy, today. The Embassy will presumably be getting in touch with you very soon to ask you for your comments.

I am enclosing a copy of the proposed contract for your information, and I am also sending one to Mr. Cowgill.

We want to thank you for the opportunity to go over the contract with Mr. Cowgill and to have the benefit of his advice.

Sincerely yours,


David Norton Yerkes

DNY:ed

Mr. Scheick

Mr. Cowgill says as far as he can see there is nothing to criticize. The form follows pretty closely the GSA form.

msd

*Agreed.
JWR*

Mr. Cowgill -

*What preparation necessary
for call from
van Agt of Netherlands
Embassy?
WB*

A S S O C I A T E S . . . A R C H I T E C T S

February 1, 1961

Mr. William Scheick, Executive Director
American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C.

Dear Mr. Scheick:

The Netherlands Government has asked us to furnish architectural services in connection with its proposed new chancery building here in Washington.

At the Government's request we have prepared a draft of a contract for use between the Government and ourselves. The Government has suggested to the Netherlands Embassy that this draft be submitted to the Institute for its comments.

I accordingly went over the first draft of the proposed contract with Mr. Cowgill who made several valuable suggestions. We have incorporated these revisions in the contract, as well as a number of others suggested by Mr. Hunter and his staff at GSA. Mr Snyder and Mr. van Cleve of GSA made a thorough review of the contract.

We are handing copies of our final draft to Mr. F.J.Th.J. van Agt, First Secretary of the Netherlands Embassy, today. The Embassy will presumably be getting in touch with you very soon to ask you for your comments.

I am enclosing a copy of the proposed contract for your information, and I am also sending one to Mr. Cowgill.

We want to thank you for the opportunity to go over the contract with Mr. Cowgill and to have the benefit of his advice.

Sincerely yours,

David Norton Yerkes
David Norton Yerkes

DNY:ed

Members
Yerkes, David M.

F
FILE COPY - PLEASE RETURN

February 9, 1961

Deigert and Yerkes
3205 N Street, N.W.
Washington, D. C.

Dear Sirs:

We have reviewed the contract between your firm and the Royal Netherlands Government for architectural services in connection with the proposed new Netherlands chancery building in Washington.

As you know we also received a copy of the contract from the Embassy.

Attached is a copy of my letter of even date to E. L. C. Schiff, Minister of the Embassy, in which we advise him that we find the document to be in good order.

With all good wishes for a pleasant relationship and for your success,

Sincerely yours,

William H. Schaick, A.I.A.
Executive Director

NETHERLANDS EMBASSY

WASHINGTON 9. D. C.

CONFIDENTIAL

February 2, 1961

Dear Sir,

I have the honor to request your kind intermediary and advice regarding the following matter.

The Netherlands Government is preparing to build a new chancery for the Embassy in Washington, D.C. The design and preliminary drawings for the chancery are being made by the Netherlands architect P.H. Tauber of Alkmaar; complementary architectural services will be provided by the firm of Deigert & Yerkes, of 3205 N Street N.W., Washington 7, D.C. It has been agreed between Mr. Tauber on the one hand and Deigert & Yerkes on the other hand, that the work to be performed by Mr. Tauber will constitute 25%, and the work to be done by Deigert & Yerkes 75% of the total architectural work, and that, consequently, the latter firm will be entitled to 75% of the total fee for architectural services.

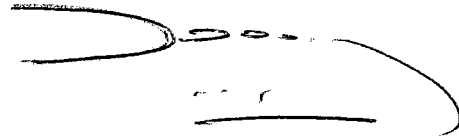
The considerations put forward by Deigert & Yerkes regarding the architectural fee, are the following. The costs of building and of site development can, in a very preliminary fashion, be estimated between \$ 1.600.000 and \$ 2.000.000. The floor area is 69.350 square feet, at an estimated cost of between \$ 20 and \$ 25 per square foot; the site development work (construction of elevated reinforced concrete parking decks; drives, grading, utilities) will cost between \$ 150.000 and \$ 250.000. In view of the type of building project and in view of the costs estimated at between \$ 1.600.000 and \$ 2.000.000, the customary fee for complete architectural services would be between 6½% and 7% of the total cost. Being entitled to 75% of the total fee, Deigert & Yerkes would receive a fee of approximately 5% of the construction cost.

Mr. William Scheik,
Executive Director,
American Institute of Architects,
1735 New York Avenue, N.W.,
Washington, D.C.

./.
Deigert & Yerkes, at our request, have now submitted a draft contract, copy of which I enclose. Before forwarding this draft to the appropriate authorities in The Netherlands, I should very much appreciate it if you would be good enough to let me have the benefit of your advice and comments on the proposed arrangements.

Yours sincerely,

For the Ambassador,

A handwritten signature in black ink, appearing to be 'E.L.C. Schiff', written in a cursive style with a long horizontal stroke at the end.

(E.L.C. Schiff)
Minister

Members
Deigert, White

F

February 9, 1961

FILE COPY - PLEASE RETURN

The Honorable E. L. C. Schiff
Minister, Netherlands Embassy
Washington 9, D. C.

My dear Mr. Minister:

Thank you very much for your letter of February 2nd
and the attached draft of your contract with Deigert
and Yerkes for architectural services on the new
chancery in Washington, D. C.

I am pleased to say that we find the document to be
in good order and trust that you will find your rela-
tions with the firm of Deigert and Yerkes to be
eminently satisfactory.

Sincerely yours,

William H. Scheick, A.I.A.
Executive Director

cc: Deigert and Yerkes

On this _____ day of _____, 1961 the Royal Netherlands Government (hereinafter called the Government), acting through the Royal Netherlands Embassy in Washington, D.C., and Deigert and Yerkes and Associates, a partnership consisting of Robert C. Deigert and David Norton Yerkes, with an address of 3205 N Street, N.W., Washington 7, D.C., (hereinafter called the Architects) agree as follows:

ARTICLE I, PROJECT

The project is identified as follows:

Chancery of the Royal Netherlands Government
Parcels 58/137 and 58/150, Washington, D.C.

DESCRIPTION

This project will consist of a new Chancery Building, the preliminary design of which has been prepared by P. H. Tauber, Architect, of Westerweg 172, Alkmaar, Holland, and has been submitted to the Board of Zoning Adjustment, Washington, D.C. The preliminary drawings (an amplification of the first preliminary sketches) will be prepared by Mr. Tauber and given to the Architects as quickly as possible. These will form the basis for the services included in this contract.

The plans and specifications prepared under this contract shall cover the following:

- a. The complete building including air conditioning, heating, ventilating, plumbing, electrical services and fixtures, and elevators.
- b. Parking structures.
- c. Parking areas and driveways.
- d. Retaining walls, surface drainage systems, and miscellaneous exterior work, including outside service runs and connections to city service.
- e. Built-in equipment and built-in furniture.

Separate bids shall be obtained for the installation of the elevator(s) if required by the Government.

ARTICLE II. SCOPE OF SERVICES

The Architects shall perform all services necessary to apply for a zoning exception; design the structural, heating, air-conditioning, plumbing, and electrical systems and services; produce working drawings, specifications, and cost estimates; and conduct the general administration of the construction contract. The Architects shall:

- a. Prepare the necessary drawings and photographs, and otherwise assist in getting the permission of the Board of Zoning Adjustment for construction of the building.
- b. Prepare diagrammatic sketches of mechanical and electrical systems for the building, including plumbing, heating, air conditioning, and electrical work.
- c. Prepare diagrammatic sketches of the structural system of the building and parking platforms.

- d. Prepare a preliminary cost estimate based on the drawings and outline specifications prepared by Mr. Tauber. This preliminary estimate will be a rough approximation of the cost and should be used only as a general guide to the work.
- e. At intervals during the progress of the work, submit not more than three (3) sets of prints of the partially completed working drawings to show progress of the work and allow review by the Netherlands Government. Until the working drawings have been completed, such sets of prints shall be presented whenever partial payments of the Architects' fee are requested.
- f. Prepare final working drawings including all mechanical, electrical and structural work and final manuscript copies of the specifications. Five (5) sets of prints of the final working drawings and three (3) manuscript copies of the specifications shall be submitted to the Netherlands Government.
- g. After approval of the drawings and specifications, furnish as many copies of the specifications as are required for bidding purposes and for the use of the successful bidder; arrange for making as many sets of prints as are required for bidding purposes and for the use of the successful bidder and the Government, such prints to be at the expense of the Government.
- h. Prepare an estimate of the construction cost. Every reasonable precaution shall be taken by the Architects to make the estimate as accurate as possible, but the Architects do not guarantee the accuracy of this estimate.
- i. Assist in filing applications for all necessary permits from the D. C. Building Department except those to be obtained by Contractors; and assist in obtaining other permits as necessary. (But such permits shall be paid for by the Government or the Contractor, as indicated in the specifications).
- j. Recommend construction firms and assist in the process of getting bids, and reviewing the bids received.
- k. Assist in the preparation of a construction contract.
- l. Perform the following services after the construction contract is let:
 - (1) Prepare any additional explanatory drawings, as required by the Government.
 - (2) Check and approve shop drawings for compliance with the contract documents.
 - (3) Recommend approval of architectural material samples.
 - (4) Carry on the general administration of the construction contract as more specifically set forth below:
 - (a) Keep the Government informed of progress of construction.
 - (b) Prepare change orders.
 - (c) Examine and make recommendations with respect to contractor's requests for payment.

- (d) Issue certificates for payment to the contractor.
 - (e) Make periodic inspection at the site.
 - (f) Make final inspection of the project.
 - (g) Assemble written guarantees and a written release of liens required from the contractor.
 - (h) Issue final certificate for payment.
- m. Pay the cost of mailing and shipping drawings and other documents in the United States; but the cost of mailing and shipping drawings, documents, samples, and other items outside of the United States shall be reimbursable by the Government.

In performing the services described under Paragraph I of this Article, the Architects shall endeavor to guard the Government against defects and deficiencies in the work of the contractors, but the Architects do not guarantee contractors' performance under their contracts.

In connection with the services described under Paragraph I of this Article, it is understood that the general administration of the contract differs from the services of a full time project inspector. It is understood that the Architects or their representatives will visit the site on an average of once or twice a week, the number of visits to vary as considered necessary by the Architects during various stages of the work.

A full time project inspector satisfactory both to the Government and the Architects shall be employed by the Government at the Government's expense, and shall be directed by the Architects. An assistant to the project inspector shall be provided at the expense of the Government if this is mutually considered desirable by the Government and the Architects.

All drawings, specifications, and other documents furnished under this contract shall be the property of the Government.

The Architects shall make every reasonable effort to complete all contract documents and the final cost estimate within six months after the date when they receive all of the final preliminary drawings described below under Article III, Paragraph a (1). It is recognized by both parties that the progress of the Architects' work will to some extent depend on the time required to get approvals, instructions, and information from the Government.

ARTICLE III. DATA FURNISHED AND SERVICES PERFORMED BY THE GOVERNMENT

a. The Government will furnish:

- (1) Preliminary drawings in accordance with the Government's requirements.

These shall include plans and elevations, interior elevations of especially important rooms, any special details which are important to the design of the buildings, recommendations as to materials, types of window and door finishes and any other special features of the building. These drawings shall be essentially those pre-

pared by Mr. Tauber under date of September 1960, Sheets 0 through 8, Job No. 77, but including various revisions already requested by the Government.

- (2) The surveys, subsoil information, and information on existing utilities.
- b. The Government will:
 - (1) Approve final working drawings, and specifications;
 - (2) Obtain bids, award contracts, approve material samples, and make final acceptance, and otherwise act as the Owner in relation to the construction contract.

ARTICLE IV. FEE AND PAYMENT

The Government shall pay the Architects a fixed fee of \$90,000 which shall constitute full compensation for all services and material rendered by the Architects under this contract, except for additional payments which may become due as provided in Articles II, V, VI and VII. The fee shall be paid as follows:

- a. Monthly payments as the work on the contract documents progresses in proportion to the percentage of completion of this phase of the work; the total of payments due under this paragraph to be \$70,000 at the time that working drawings, specifications, and cost estimates are approved.
- b. Periodic payments of the remaining \$20,000 as construction progresses, in proportion to the percentage of completion of construction.
- c. Prior to the final payment under this Article IV, the Architects shall furnish the Government with a release of all claims against the Government under this contract, other than such claims as the Architects may reasonably except. They shall describe and state the amount of each excepted claim.

ARTICLE V. TRAVEL

If travel is requested by the Government in connection with the services to be rendered under this contract, the Government shall pay all travel expenses outside of the Washington area; and additional compensation shall be due to the Architects for the additional time spent by them or their representative as a result of such travel, at the rate of \$100.00 per day for a principal, and \$50.00 per day for a staff representative.

ARTICLE VI. SURVEY AND SUBSOIL INFORMATION

If any survey or subsoil information in addition to that furnished by the Government under Article III, a, (2) is required, the Government may direct the Architects in writing to obtain it. The actual cost of such survey or information shall be paid by the Government, but the preparation of drawings and/or specifications necessary for obtaining survey or subsoil information shall be performed by the Architects at no additional expense to the Government.

THE AMERICAN INSTITUTE OF ARCHITECTS ARCHIVES For information or study purposes only. Not to be recycled, quoted, or published without written permission from the AIA Archives, 1735 New York Ave. NW, Washington, DC 20006

ARTICLE VII. REVISIONS

- a. Without additional fee, the Architects shall correct or revise the drawings and documents required by this contract as necessary to correct errors and omissions.
- b. Except as provided in (a) of this Article VII, the Government shall pay an additional fee for minor changes required by the Government which result in extra expense to the Architects because of the need for making revisions in the working drawings. Such additional fee shall be a reasonable lump sum amount to be agreed on by the Government and the Architects.
- c. The Government may change the basic requirements of the project. If this action requires major revisions or abandonment of drawings or other documents, an equitable adjustment of the pertinent terms of the contract shall be made by mutual agreement of the Government and the Architects, including the increase or decrease of the amount of the fixed fee specified in Article IV, and the contract shall be modified in writing accordingly.

ARTICLE VIII. TERMINATION OR DEFERMENT

- a. The Government may terminate or indefinitely defer the work at any time it finds it expedient or necessary.
- b. If the work is terminated or deferred by the Government, the Government shall pay the Architects that proportion of their fee that the amount of acceptable work they have actually done bears to the whole of the work which was to have been done under the contract. Payment by the Government of such compensation shall be in full and final settlement for all work performed by the Architects. After such payment, all charts, sketches, drawings, and other documents prepared in connection with this contract, whether finished or not, shall become the property of the Government.

ARTICLE IX. GOVERNMENT REPRESENTATIVE

The Government shall designate a representative to act as the Contracting Officer. The Government shall supply to the Architects through such Contracting Officer all preliminary drawings, instructions, information, and approvals required by the Architects from the Government for the prosecution of the work.

ARTICLE X. APPLICABLE LAW

This contract shall be interpreted and applied in accordance with the laws of the District of Columbia.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first-above written.

WITNESSES:

Deigart and Yerkes and Associates

(Name)

By _____
David Norton Yerkes, Partner

(Address)

(Name)

(Address)