

WHEREAS, the Board of Park Commissioners of the City of San Diego, County of San Diego, State of California, are about to erect certain buildings, structures and make other improvements of various sorts in the said City of San Diego, under and in pursuance of money voted for that purpose by virtue of an election called for the improvement of the 1400 acre City Park by the laying out and grading of the grounds, the construction of buildings and structures thereon, with the appurtenances, the planting of trees, shrubs and lawns, the laying of water pipes and sewers, the construction of walks, paths, vistas, roads, boulevards, lakes and ponds therein, together with all appurtenances incident to or necessary for any of such improvements, and

WHEREAS the Panama-California Exposition, a corporation, organized and existing under and by virtue of the laws of the State of California (in furtherance of its intention and purpose in holding a World's Fair or Exposition) being about to erect certain buildings, structures and make other improvements of various sorts within the bounds of the said 1400 acre City Park, NOW, THEREFORE, this agreement, made and entered into by and between the said Board of Park Commissioners, party of the first part, and hereinafter termed the Park Board, and the said Panama-California Exposition, a corporation, party of the second part, and hereinafter called the Exposition,

NOW, THEREFORE, for the benefit and advantage to accrue to the said City of San Diego, the said parties hereby agree with each other as follows:-

First. It is hereby agreed by and between the parties hereto that the said Exposition shall prepare all architectural and engineering plans of every description that may be required by either of them for use in constructing buildings, structures and other improvements of any sort within the bounds of the 1400

acre City Park, during the period commencing with the date of this agreement and ending December 31st, A.D. 1915.

Second. It is hereby agreed that either of the parties hereto may, if it so desires, have the actual construction of the various buildings, structures and other improvements, performed and executed by the said Exposition, but neither of the parties hereto shall be bound so to do excepting called for by the last preceding paragraph of this agreement, and nothing herein contained shall prevent the said Park Board from asking for bids from outside sources at any and all times should they consider any estimates submitted by the said Exposition too high or unreasonable, and if said outside bids be less than the figures furnished by said Exposition then and in that event the said Park Board shall have the right to accept the same, other than as provided for in paragraph one.

Third. It is further agreed between the parties hereto that the party ordering the construction of any building, structure or other improvement, as enumerated in the first preamble of this agreement, shall pay the full cost of such building, structure or improvement.

Fourth. (A). It is further agreed that the Park Board shall pay for all architectural services ordered by it, to the Exposition, a sum equal to five per cent. of the cost of all buildings or structures requiring such architectural services.

(B). For all engineering services ordered by the Park Board it shall pay to the Exposition a sum of nine per cent. of all cost of structures, improvements or other work requiring such engineering services.

(C). For managing and directing the construction of any building or structures, or other improvements ordered by the Park Board it shall pay to the Exposition a sum equal to nine per cent of the cost of such buildings, structures or other improvements, if said construction is managed and directed by the exposition.

Fifth. The parties hereto agree that the term "cost" as used in the third and fourth clauses of this agreement and as

applied to any building, structure or other improvement that may be erected under the terms of this agreement shall mean and include the actual cost of:

- (A). All material used in or for the work including the cost of testing same;
- (B). All labor required, together with the Superintendence for same;
- (C). All temporary buildings, forms, runways, hoists, frames, etc., together with the cost of installing and removing same;
- (D). All small tools and appliances (except such as may be in condition to use on other work) and all necessary repairs on plant and apparatus, supplied by the Exposition;
- (E). The operation of temporary job offices where such are needed;
- (F). All contracts that may be let for portions of the work;
- (G). All coal, oil, water, light and power, together with all miscellaneous articles required with the work;
- (H). All transportation charges to and from the work and all materials and articles required;
- (I). All fire and liability insurance;
- (J). Any other expenses not herein provided for.

The said term "cost" does not include, however, any charge for:

- (K). Any plans, details or specifications that may be used for or by the said Exposition;
- (L). The operation of the offices or any expense connected therewith or the services of the Officers or employees of the said Exposition.

It is understood that the term "plant and apparatus" shall include all concrete mixers, hoists, derricks and all power driven tools, together with all appurtenances necessary to their operation.

All expenses for items (K) to (L), inclusive, are included in the expenses of the said Exposition and shall be paid for as required by the fourth clause of this agreement.

Sixth. Inasmuch as the work contemplated in this agreement to be done by the Park Board is to be paid for out of the funds arising from the sale of bonds. It is understood and agreed that

the said Park Board shall not be called on for the payment of any sum under the provisions of this agreement until the money arising from the sale of the bonds heretofore provided for by the City of San Diego for the purpose of park improvement shall be actually received by said Park Board.

Seventh. Nothing herein contained shall in any wise alter, change or modify the agreement heretofore entered into by and between the said Park Board and John C. Olmsted and Frederick Law Olmsted, co-partners, doing business under the firm name and style of Olmsted Brothers, which said agreement is dated the _____ day of January, 1911, and which said agreement is hereby referred to and made a part of this agreement for the purpose of construing this agreement.

IN WITNESS WHEREOF the parties hereto have, on this twentieth day of June, 1911, caused their respective corporate names to be signed by their respective Presidents and attested by their respective Secretaries, and the corporate seal of the said Exposition attached hereto.

BOARD OF PARK COMMISSIONERS,

By _____
President.

Attest: _____
Secretary.

PANAMA-CALIFORNIA EXPOSITION,

By _____
Vice-President.

Attest: _____
Secretary.