

MEMORANDUM OF AGREEMENT made and entered into this 30th day of January, 1911, by and between Bertram Grosvdior Goodhue, Architect of the City of New York, State of New York, party of the first part, and the Panama-California Exposition, a corporation duly organized and existing under the laws of the State of California, party of the second part, WITNESSETH:-

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That for and in consideration of the payments promised and agreed to be made by the party of the second part to the party of the first part, said party of the first part hereby agrees to act as Advisory and Consulting Architect of the buildings and structures of the Panama-California Exposition with duties outlined as follows:-

A. Preparation for the general architectural scheme.

Commencing with the plan of the grounds prepared by the land-scape architect and adopted by the party of the second part plans are to be made embodying the architectural development of the Exposition by the party of the first part, including such elevations, sections and perspective views as may be necessary to establish the general disposition, architectural character and artistic composition of the whole. The scheme thus to be made to constitute the basis for the design of the various individual buildings and structures to be so constructed by the said party of the second part. A programme shall be prepared by the party of the first part covering all points necessary for a full and complete understanding of the structural and artistic requirements.

B. The said party of the first part shall supervise from an artistic stand-point, plans of all buildings and structures to be so constructed by the said party of the second part and the plans of all buildings to be revised as to architectural correspondence with the general scheme by the said party of the first part.

C. The party of the first part shall prepare a detailed design of certain portions of the buildings to be erected and constructed by the party of the second part, which portions shall be selected

by the party of the first part.

1. Working drawings, details and specifications of either the Auditorium or Art Building to be erected and constructed by the party of the second part in accordance with a certain contract entered into by and between the party of the second part and the Board of Park Commissioners of the City of San Diego, shall be prepared in the office of the firm of Cram, Goodhue & Ferguson, Architects in the city of New York and under the personal supervision of the party of the first part.

2. Working drawings and specifications of that one of the two buildings mentioned in Clause "C" above, as not designed in the New York office of Cram, Goodhue & Ferguson, are to be prepared by Irving J. Gill, Architect, of San Diego, California, at the expense of the party of the first part. The same to be submitted to the party of the first part as outlined under clause "B".

3. It is further understood that for buildings to be erected by the party of the second part in accordance with its contract with the San Diego Park Board other than the Auditorium and Art Building, designs in sufficient detail to serve as a basis for working drawings and specifications are to be prepared by the party of the first part and by Irving J. Gill, Architect of San Diego, California, at the expense of the party of the first part, and that for the said buildings other than the Auditorium and Art Building, all such working drawings, details and specifications as the party of the first part shall not elect to prepare or shall not assign to said Irving J. Gill, shall be prepared by the division of works of the party of the second part.

D. It is further understood that the following work is not included in the duties of the party of the first part.

a. The preparation of the plans of the grounds including drainage, sewerage, grading, roads, walks, and work of similar character.

b. The design and installation of the mechanical and electrical

equipment, except in so far as the location of the lights becomes a feature of the design.

E. It is further understood and agreed by and between the parties that after detailed designs shall have been prepared by the party of the first part and approved, the construction shall be undertaken and executed by the Division of Works, provided by the party of the second part, which Division of Works will undertake the professional supervision and daily inspection thereof, subject, however, to a final review by the party of the first part in all matters of design.

F. And in consideration of the services so to be rendered by the party of the first part, and for his full and faithful compliance with all the things to be done and performed by him, the said party of the second part hereby agrees and binds itself, its successors and assigns to well and truly pay to the party of the first part in full for such services so to be rendered, in gold coin of the United States, the sums following, to-wit:-

For services outlined under the preceding clauses A and B the sum of \$12,000.00, which sum shall also include all traveling and hotel expenses of the said party of the first part, or any of his employes, to be paid in forty-eight (48) equal monthly installments, the first of which installments shall become due and payable on the First day of February, 1911.

For services outlined under the preceding clause C, there shall be paid to the said party of the first part by the party of the second part, a sum equal to six per cent of the total or actual cost of the completed building selected thereunder and a sum not to exceed \$3,000.00 to cover the expenses of the party of the first part and which he, the said party of the first part may incur in connection with all work done in the said office of the City of New York, except that covered by clause C-1 herein; also the additional sum of \$7,500.00 for all services performed or to be performed by said Irving J. Gill and said payments shall be so made by the party of the second part upon bills or statements rendered from time to time

by the party of the first part to the party of the second part in accordance with the schedule of the American Institute of Architects hereunto attached.

IN WITNESS WHEREOF, the party of the first part has signed and sealed this instrument this 30th day of January, 1911, and the party of the second part on the same date has caused its corporate name to be hereunto attached by its President and attested by its Secretary under the seal of the said party of the second part.

BERTRAM G. GOODHUE

Party of the First Part

PANAMA-CALIFORNIA EXPOSITION

By U. S. Grant, Jr.,

President

ATTEST:

L. C. MONROE

Secretary

Concurred in by
