

AGREEMENT.

THIS AGREEMENT, made and entered into at Seattle, Washington, by and between R.C. Strehlow, August Freese and P. Peterson, co-partners doing business under the firm name of Strehlow, Freese & Peterson, parties of the first part, and The City of Seattle, a municipal corporation, party of the second part, W I T N E S S E T H; that

WHEREAS, The City of Seattle by Ordinance No. 21037, approved June 4, 1909, authorized the Board of Public Works to enter into a contract for the erection of a welcome arch at the intersection of Second Avenue and Marion Street in said city, said arch to be there maintained during the open season of the Alaska-Yukon-Pacific Exposition, and Somervell & Cote, architects, have prepared for said city a sketch of such welcome arch, together with plans, specifications and drawings therefor, all of which have been adopted by said city; and

WHEREAS, first parties having examined said sketch, plans, specifications and drawings have submitted to second party a bid thereon, which second party has duly accepted;

NOW, THEREFORE, in consideration of the sums of money to be paid as hereinafter provided, it is hereby mutually agreed by and between the parties hereto as follows:

I.

First parties agree to erect for second party at the intersection of Second Avenue and Marion Street in said city a welcome arch as per sketch thereof prepared by Somervell & Cote, architects, and according to the plans, specifications and drawings thereof

prepared by said architects, which sketch, plans, specifications and drawings are hereby made a part of this contract to all intents and purposes as if the same were hereto attached.

II.

First parties agree to furnish all material, labor and skill necessary to erect said arch; to do all painting and decorating; to wire said arch, and to furnish all electric wiring and lamps.

III.

First parties agree to employ sufficient force of workmen to complete the work in the shortest possible time, and agree to work nights as much as practicable; it being the intent of both parties that said arch shall be erected with the greatest haste consistent with safety and good workmanship.

IV.

First parties agree to furnish in the construction of said arch the best of material and workmanship, and to erect said arch in a manner satisfactory to the Superintendent of Buildings of The City of Seattle and also to said **Somervell & Cote**, architects.

V.

Said first parties agree to pay for all labor and material used in the construction of said arch, and to deliver the same to second party free from all liens, claims and incumbrances of any and every nature whatsoever.

VI.

First parties, in the construction of said arch, agree to observe all city ordinances in relation to obstructing streets, keeping open passage ways and protecting the same where exposed, maintaining signals, and generally to obey the laws and ordinances

controlling or limiting those engaged on the work, and said first parties hereby expressly stipulate and agree to erect and maintain good and sufficient guards, barricades and signals at all unsafe places at or near where the said work and improvement contemplated herein is to be done or made, and to indemnify and save harmless The City of Seattle from all ^{claims} suits and actions of every name and description brought against said city for or on account of any injuries or damages received by any party or parties by reason of the failure of first parties to erect or maintain such guards, barricades or signals, or by or in consequence of the negligence of said first parties or their agents or employes in carrying on said work or by or on account of any act or omission of said first parties in the performance of said work.

VII.

Said first parties agree to furnish a good and sufficient surety bond, conditioned upon the faithful performance of this contract on their part.

VIII.

Second party agrees to pay first parties in full payment for all labor and material furnished and used in the erection of said arch the sum of Five Thousand Nine Hundred Ninety-three Dollars (\$5993.00), which sum said first parties hereby agree to accept therefor. No portion of said sum, however, shall be paid until the Superintendent of Buildings shall have inspected and accepted said arch, nor until said Somervell & Cote, architects, and the Superintendent of Buildings have furnished the Board of Public Works with a written statement showing said arch to have been

erected by first parties in full conformity and compliance with all the terms and provisions of this contract.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, this 8th day of June, 1909.

STREHLOW, FRENSE & PETERSON,

By August Frense

THE CITY OF SEATTLE,

By R.H. Moulton

Chairman of the Board of Public Works of The City of Seattle;

By Francis W. Grant

Superintendent of Buildings of The City of Seattle.

Attest:

C.B. Bagley
Secretary Board of Public Works of
The City of Seattle.