

Volunteer Park - Acquisitions & Jurisd.

ACQUISITIONS

Agreements



City of Seattle Legislative Information Service

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Comptroller File Number: 134329

Contract between City of Seattle and Art Institute of Seattle.

Date Filed: January 20, 1932

Status: Filed

Index Terms: MUSEUMS, VOLUNTEER-PARK, CONSTRUCTION, CONTRACTS SEATTLE-ART-MUSEUM, BROADWAY, CAPITOL-HILL

References/Related Documents: ORD 61998

(No online text available for this document)



134329

DATED January 20 1933.

CONTRACT BETWEEN CITY OF SEATTLE AND ART INSTITUTE OF SEATTLE.

FILED
JAN 20 1933
H. W. CARROLL
CITY COMPTROLLER
AND EX-OFFICIO CITY CLERK

WRIGHT & CATLETT
ATTORNEYS AT LAW
INSURANCE BUILDING - - SEATTLE

*6/19/98 Inventory for agreement
7/12/98
This agreement requested as per doc 1 of submittal Dec 7/12/90*

THIS INSTRUMENT made by and between the CITY OF SEATTLE, a municipal corporation, herein known as first party, and ART INSTITUTE OF SEATTLE, a corporation, herein known as second party, W I T N E S S E T H;

THAT WHEREAS, the second party is a corporation organized under the statutes of the State of Washington provided for educational, religious, social and charitable Corporations, and not for profit.

THAT WHEREAS, the first party is owner of certain property situated within the territorial limits of the City of Seattle known as Volunteer Park, and

WHEREAS, it is the desire of the parties hereto to have erected as an addition and betterment to said Volunteer Park, for the benefit of the public, an Art Museum building, and

WHEREAS, Margaret E. Fuller and Richard E. Fuller are willing to give to the second party \$250,000.00, to be used for an Art Museum project in the City of Seattle, provided the City of Seattle will permit an Art Museum building to be erected by the second party within the limits of the said Volunteer Park at the present location of the pergola in said park, subject to the provisions of this agreement, and

WHEREAS, it is the desire of the parties hereto to accept said offer and carry out the purposes thereof,

NOW, THEREFORE, in consideration of the aforesaid gift being made and in consideration of the agreements hereinafter set forth and made by the parties hereto, one to the other, it is agreed by and between said parties as follows:

1. Second party will erect and complete on the site hereafter described, a museum building to cost not less than \$200,000.00, suitable for museum or other park purposes and for use as an adjunct to Volunteer Park, all in accordance with plans and specifications to be approved by the Park Board of the City of Seattle; said building shall be commenced and completed within eighteen months from the date of execution of this agreement and when so completed shall be the absolute property of the first party, subject to the terms of this agreement; said building shall be erected at the site of the present pergola in Volunteer Park, which pergola shall be removed by the second party, the salvage if any, to belong to the first party.

2. That said building shall be constructed solely as a Museum for the display of art objects and for incidental purposes. The selection of objects for display and the arrangement thereof shall be exclusively under the control of the second party and its decision in the matter shall be final and conclusive. As soon after the completion and equipment of said building as practicable, the said second party shall transfer to, and place and arrange in said building, its Museum, library, and collections, or such portion thereof as can be properly displayed to the public therein.

3. That the exhibition halls of said building shall on at least four days of each week be kept open and accessible

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

to the public free of charge (from 3 o'clock P.M. until 6 o'clock P.M. if on a Sunday or Legal Holiday, and from 10 o'clock A.M. until 5 o'clock P.M. if on any other day) , under such rules and regulations as the second party shall from time to time prescribe, but on the remaining days of the week the same shall be open for exhibition to such persons and upon such terms as the said party of the second part shall from time to time direct, but all teachers and students of the public schools of the City of Seattle, or other institutions of learning in which instruction is given free of charge, shall be admitted to all the advantages afforded by the said party of the second part, through its Museum, library, apparatus, and collections, or otherwise, for study, research and investigation, free of any charge therefor, and to the same extent and on the same terms and conditions as any other persons are admitted to such advantages as aforesaid, provided, however, that the fees charged at any time by second party for admission to said Museum building shall not be in excess of any amount permitted by first party, and that the net amount so received by second party shall be used only for the purpose of operating and maintaining said Museum in said building.

4. That the Museum, library and collections, and all other property of the said second party which shall or may be placed in said building, shall continue to be and remain absolutely the property of said second party, and the said first party shall not, by reason of said property being placed in said building, or continuing therein, have any right, title, property or interest therein; nor shall the said second party, by reason of this agreement, acquire or be deemed to have any right, title, property or interest in said building, except so far as expressly granted by this agreement.

5. That the said second party shall, on or before the first day of March in every year during the continuance of this agreement, submit to the said first party, its successor or successors, a detailed report of the operations and transactions of the said second party, and all its receipts and payments, for the year ending with the thirty-first day of December next preceding.

6. That the said second party shall have the sole supervision and direction of said Museum, library, and collections therein contained, subject to the provisions of this contract and as provided by law.

7. That at all times the Mayor, Comptroller, President of the City Council and the President of the Park Board of the City of Seattle and the President of the School Board of Seattle School District No. 1 shall be ex-officio trustees of the second party, or in the event that any one of said offices shall cease to exist, then such other representative of the City of Seattle as shall be designated by the City Council or other governing body of said City shall be an ex-officio trustee of said second party.

8. First party will maintain said Museum building by furnishing the necessary water, light, heat, electric power and janitor and custodian service proper for the maintenance and operation of said building and as requested by second party, and will keep said building in repair.

9. This contract may be terminated by first party after the expiration of three years from the effective date of any ordinance passed for such purpose, or by the second party after the expiration of three years from the date of service of a notice in writing to the said first party or to the Mayor of the City of Seattle of second party's intention so to do.

DATED this 20th day of January, A. D. 1932.

CITY OF SEATTLE,

By: *Robert H. Harlin*
Mayor

H. W. Carroll
Comptroller

ART INSTITUTE OF SEATTLE,

By: *Richard E. Fuller*
President

V. E. True
Secretary.

STATE OF WASHINGTON)
COUNTY OF KING) SS:

THIS IS TO CERTIFY that on this twentieth day of January, A. D. 1932, before me, a Notary Public in and for the State of Washington, personally appeared ROBERT H. HARLIN and H. W. CARROLL, to me known to be the Mayor and City Comptroller respectively of the City of Seattle, a municipal corporation, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument by the terms of Ordinance No. 61908, and that the seal affixed is the seal of said municipal corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.


J. J. Quinn
Notary Public in and for the State
of Washington, residing at Seattle

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STATE OF WASHINGTON)
COUNTY OF K I N G) SS:

THIS IS TO CERTIFY that on this twentieth day of January, A.D. 1932, before me, a Notary Public in and for the State of Washington, personally appeared RICHARD E. FULLER and H. O. FORCE, to me known to be the President and Secretary respectively of the Art Institute of Seattle, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the said corporation has no corporate seal.

WITNESS my hand and official seal the day and year in this certificate first above written.



NOTARY PUBLIC in and for the
State of Washington, residing

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REC'D OMB FEB. 4 1981

801874

Your
Seattle
Parks and Recreation

Walter R. Hundley, Superintendent
Charles Royer, Mayor



January 19, 1981

The City Council
City of Seattle

Via: Mayor Charles Royer
Attention: John Saven, Director, Office of Management & Budget

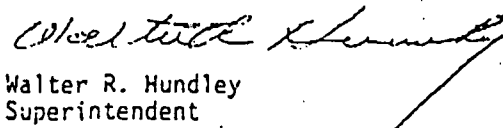
Dear Members:

Subject: Museums in City Parks

We request adoption of the attached legislation authorizing the City to enter into agreements with the Seattle Art Museum and the Historical Society of Seattle and King County which would provide for the building maintenance of the museums at Volunteer Park and McCurdy Park (Museum of History and Industry), respectively. The adopted 1981 Budget (pp. 529-32), Department of Finance - General, included appropriations for these museums which in previous years had been included in the Department of Parks and Recreation budget.

The attached agreements spell out the terms of the City's support for the museums in 1981 and future years. If you have any questions concerning this matter, please contact Michael A. Draper (X2657).

Sincerely,


Walter R. Hundley
Superintendent

WRH:mdm

Attachment

An equal employment opportunity - affirmative action employer.

Seattle Department of Parks and Recreation, 100 Dexter Avenue North, Seattle, Washington 98109 (206) 625-4671
Board of Park Commissioners: Thomas E. Allen, Chairman; Glenn Hall, Vice Chairman;
Robert E. Kildall, Phyllis S. Legters, Ruben Sierra, Thomas O. Wimmer, Fabiola Woods

SUPPLEMENTAL AGREEMENT BETWEEN THE CITY OF SEATTLE AND THE SEATTLE ART MUSEUM REGARDING MAINTENANCE OF THE VOLUNTEER PARK MUSEUM FACILITIES

THIS AGREEMENT is made between the City of Seattle by and through its Superintendent of the Department of Parks and Recreation, and the Seattle Art Museum, by and through its Director.

RECITALS

1. The Seattle Art Museum, through its predecessor the Art Institute of Seattle ("Museum"), and the City of Seattle ("City") entered into an agreement dated January 20, 1932, in which the Museum agreed to build an art museum for the benefit of Seattle residents; the City agreed to maintain the museum building at Volunteer Park by furnishing the necessary water, light, heat, electric power and janitorial and custodial service necessary for the maintenance and operation of the building and as requested by the Museum, and to keep the building in repair.

2. The agreement for construction, operation, maintenance, and repair of the museum building at Volunteer Park was expressly approved and authorized by the Seattle City Council and the Mayor by Ordinance 61998 passed December 11, 1931, and amended with authorization of the City Council and the Mayor by Ordinance 104662 dated June 30, 1975.

3. Responsible officials of the Museum and the City now wish to better define the benefits and services provided under their 1932 agreement and to modify the manner in which the City provides these benefits and services.

ORIGINAL

AGREEMENT

In consideration of the mutual promises set forth below and in recognition of the parties' continuing obligations under the 1932 Agreement, the parties agree as follows:

1. The parties recognize and reaffirm their respective obligations under their agreement dated January 20, 1932, and City Ordinance 61998. Under these documents, the City is obligated to maintain the museum building at Volunteer Park by furnishing the necessary water, light, heat, electric power and janitorial or custodial service necessary for the maintenance and operation of the building and as requested by the Museum and is further obligated to keep the building in repair. Nothing in this Agreement shall be construed as an amendment or waiver of the substance of these obligations or the other obligations of the parties under Ordinance 61998 and the 1932 Agreement.

2. The City's obligation to furnish the necessary water, light, heat, electric power, and janitorial and custodial service necessary for the maintenance and operation of the building and as requested by the Museum shall be equivalent to prior service levels and illustrated by services identified in Attachment A.

3. The City's obligation to keep the museum building in repair shall be equivalent to prior service levels and illustrated by services identified in Attachment B.

4. The City shall assist the Museum in seeking and obtaining other sources of funds to augment the City's appropriation in fulfillment of its maintenance and repair obligations.

5. The Museum agrees to provide the following assistance to the City in order to enable the City to more effectively and expeditiously provide the services and benefits required under the applicable ordinance and agreement.

(a) The Museum will annually furnish to the City's Office of Management and Budget, or successor agency, no later than June 30th of each year, a proposed budget describing, by Object of Expenditure, anticipated expenses for the succeeding calendar year for the services and benefits required of the City. This proposed budget shall be prepared with the assistance and cooperation of the City's Department of Parks and Recreation ("Department") and appropriate personnel of the Office of Management and Budget. The Museum's proposed budget shall, to the extent feasible, reflect the parties' actual prior experience with such cost items and the effects of inflation and the increase in age of the Volunteer Park museum building.

(b) The Museum will assist in explaining, refining, revising and improving the annual budget submitted by it to the Office of Management and Budget as requested to do so, consistent with the existing Ordinance 61998, the 1932 Agreement and this Supplemental Agreement. Such budget proposal, upon approval of the Mayor, shall be submitted with the Executive's Proposed Annual Budget to the City Council for review and adoption. Nothing in the procedure shall infringe on the Museum's right to advocate for or to contest the Executive's Proposed Annual Budget as submitted to the City Council. The budget as adopted by the

City Council shall constitute the official annual budget for the Museum for services to be supported by the City as herein provided.

(c) The goods and services required of the City under this Supplemental Agreement and the existing 1932 Agreement between the parties shall be contracted for independently by the Museum, subject to reimbursement by the City from those funds appropriated in the City's annual budget as provided for in 5(b); for such purposes the Museum shall submit to the City on or about the 20th of each month an appropriately executed Billing and Request for Payment for operating costs as described elsewhere herein, and the Office of Management and Budget, with the concurrence of the Department, shall process such Billing for payment by the Comptroller, except that the first (1st) Billing of each subsequent fiscal year shall be accompanied by a complete Statement of Annual Costs for City supported services from the previous year, which, together with such other Museum records as document this statement, shall be available for audit by the City upon reasonable written notice to the Museum.

(d) Parks Department personnel currently employed in janitorial and custodial positions at the Volunteer Park museum building shall continue to provide necessary janitorial and custodial services as City employees until such time as they resign, retire, are terminated or are reassigned upon request of the City or the Museum. Even though such employees shall continue to be governed by the City's Personnel rules and collective bargaining agreements and subject to ultimate direction by

the Superintendent, the Museum agrees to provide assistance to the Department in describing tasks for such employees. At such time as the City employees presently providing janitorial and custodial services at the Volunteer Park museum building individually leave such positions, the Museum may retain its own employee(s) or independent contractor(s) to replace such employee(s). Upon such replacement, the cost of the Museum employee(s) or of independent contractor(s) providing services formerly provided by City personnel, shall, subject to the provision(s) of Paragraph 5(b), be reimbursed to the Museum by the City. All items of equipment presently used by the City personnel in providing janitorial and custodial services shall remain available for use by Museum employee(s) or independent contractor(s) providing such services in lieu of City personnel.

6. The City through the Department shall continue to be responsible for maintenance of all areas of Volunteer Park beyond the exterior walls of Museum buildings, including the parking areas, sidewalks, gardens, curbs, gutters, open spaces and existing exterior lighting not connected to museum buildings, except such continued maintenance by the City staff shall not include maintenance of the walkway from the sidewalk to the main entrance of museum.

7. The parties agree to cooperate in determining the extent to which capital expenditures are necessary and appropriate for the proper maintenance and upkeep of the museum building. The parties further agree to cooperate in seeking and

obtaining additional funding through City appropriation or public or private grants for such capital expenditures.

DATED this 25 day of MARCH, 1981.

SEATTLE ART MUSEUM

By Arnold Galles
Its _____

THE CITY OF SEATTLE

By Walter R. Hundley
Walter R. Hundley,
Superintendent
Department of Parks and
Recreation

Pursuant to Ordinance 109767

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 23rd day of Feb., 1981, before me, a Notary Public in and for the State of Washington, personally appeared Arnold Galles and _____, to me known to be the Director and _____ of _____, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Donathy C Malone
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle

ATTACHMENT A

Electricity
Heating Oils
Water
Sewer Service
Light Bulbs - not those for special exhibit displays
Florscent Tubes
Spot Lights
Flood Lights
Restroom Supplies
Janitorial Supplies
Electronic Security Monitoring Service
Garbage Disposal
Boiler Inspection
Laundry Service - only custodial/janitorial
Alarm System Batteries
Hand Tools - custodial/janitorial
Janitorial and Custodial Services

ATTACHMENT B

Preventative maintenance as outlined by the Parks & Recreation document no. 060-P-5 dated October 9, 1974.

Normal Maintenance shall continue on the following:

- Doors & Locks
- Plumbing System
- Heating & Humidification System
- Skylights
- Roof Areas
- Electrical System
- Elevators
- Exterior Surfaces
- Exterior Drainage
- Painting and refurbishing of office
and support areas
- Painting and refurbishing of gallery
areas where needed as result of
water seepage
- Foundation Leakage

ORDINANCE 109767

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing agreements with the Seattle Art Museum and with the Historical Society of Seattle and King County to provide for the maintenance of museums in Volunteer and McCurdy Parks.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Superintendent of Parks and Recreation and recommended by the Mayor in attachments hereto, the Superintendent is hereby authorized to execute and deliver for and on behalf of the City, agreements substantially in the form of Exhibits "A" and "B", attached hereto, providing for the maintenance of certain museum buildings in City parks and the payment of the costs of such maintenance to the extent authorized in the 1981 and subsequent annual budgets, Department of Finance General (Ordinance 109478). Agreements authorized are between the City and

(A) The Seattle Art Museum for the maintenance of the museum building at Volunteer Park.

(B) The Historical Society of Seattle and King County for the maintenance of the Museum of History and Industry at McCurdy Park.

Section 2. The execution of the agreements authorized in Section 1 hereof and any other acts consistent with and prior to the effective date of this ordinance are hereby ratified and confirmed.

Section 3 . This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 9th day of March, 1981,
and signed by me in open session in authentication of its passage this 9th day of March, 1981.

Carl Frank
President of the City Council.

Approved by me this 18th day of March, 1981.

Charles Koper
Mayor.

Filed by me this 18th day of March, 1981.

Attest: *Jim Hill*
City Comptroller and City Clerk.

(SEAL)

Published

By *J. Theresa Jumbore*
Deputy Clerk.

*File
Vol. Park*

982789

**BANNER INSTALLATION AGREEMENT
BETWEEN
The Seattle Asian Art Museum, a Washington not-for-
profit corporation,
and
The City of Seattle Department of Parks and Recreation
for
IMPROVEMENTS TO THE SEATTLE ASIAN ART
MUSEUM FACILITY**

RECEIVED
OCT 26 1993
PARKS/FM & DD Div.
Real Estate Section

Table Of Contents

	<i>Page</i>
RECITALS	1
ARTICLE I. DEFINITIONS	2
ARTICLE II. EXCLUSIVE RIGHT	2
<u>Grant of Right</u>	
<u>Quality</u>	
ARTICLE III. TERM	2
ARTICLE IV. PROJECT FINANCING BY SAAM	2
<u>Payment by SAAM to the Contractor</u>	
<u>Taxes</u>	
<u>Subcontractors</u>	
ARTICLE V. INSTALLATION OF EXTERIOR BANNERS	3
<u>Facilities</u>	
<u>Standards for Developments and Installations</u>	
Permits and Evidence Thereof	
No Site Activity Undertaken Regarding Facility	
Without The City's Prior Approval	
"As-Built" Drawings to Be Provided	
<u>No Representation or Liability Created By Approval</u>	4
SAAM shall keep the FACILITY free and clear of	
any liens and encumbrances	
<u>Minimization of Adverse Impacts</u>	
<u>Inspections</u>	
<u>Restoration of Grounds</u>	
<u>Trash and Construction Debris</u>	
<u>No Unlawful Use of Facility</u>	5
<u>Emergency Closures</u>	
ARTICLE VI. COMPLIANCE WITH LAW	5
<u>General Requirements</u>	
<u>Licenses and Other Authorizations</u>	
<u>Equality of Treatment</u>	

<u>Nondiscrimination and Affirmative Action</u>	5
<u>Women's and Minority Business Enterprise Utilization</u>	6
References	
Obligations	
Response to the Human Rights Department	
Failure to Comply	7
<u>Americans With Disabilities Act Compliance</u>	7
<u>Remedies Subject to Prior Notice and Cure</u>	
<u>Workers Compensation Act</u>	
<u>Installation or Integration of Any Work of Visual Art On Facility</u>	
ARTICLE VII. INSURANCE AND INDEMNIFICATION	9
<u>Commercial of Comprehensive General Liability Insurance</u>	
<u>Business Automobile Liability</u>	10
<u>Workers Compensation Policy</u>	
<u>Additional Insurance Requirements</u>	
<u>Endorsements</u>	11
<u>Approval of City</u>	
<u>Inadequate Coverages</u>	
<u>Subcontractors</u>	
<u>Evidence of Insurance</u>	
<u>Failure to Satisfy Insurance Requirements</u>	12
<u>Indemnification by SAMM</u>	
ARTICLE VIII. TERMINATION; SURRENDER OF FACILITY AND REMOVAL OF PROPERTY	14
<u>Termination for Material Breach</u>	
<u>Removal of Construction Debris</u>	
<u>Costs and Expenses</u>	15
ARTICLE IX. MISCELLANEOUS	15
<u>Notices</u>	
<u>Entire Agreement</u>	
<u>Governing Law. Time</u>	16
<u>Assignment</u>	
<u>Signatures</u>	

**BANNER INSTALLATION AGREEMENT
BETWEEN
The Seattle Asian Art Museum, a Washington not-for-profit corporation,
and
The City of Seattle Department of Parks and Recreation
for
IMPROVEMENTS TO THE SEATTLE ASIAN ART MUSUEM FACILITY**

THIS AGREEMENT ("Agreement") dated as of the sixteenth day of October, 1998 by and between the Seattle Asian Art Museum, a Washington not-for-profit corporation ("SAAM"), acting through its Director, and The Seattle Department of Parks and Recreation, acting through its Superintendent ("The City").

RECITALS

Whereas, SAAM is the operator and occupant of the Facility owned by the City of Seattle, located in Volunteer Park; and

WHEREAS, SAAM Director intends that SAAM negotiate and enter into a contract for the provision of all project work required under this Agreement for the installation of exterior banners at the Asian Art Museum facility; and

WHEREAS, The City and SAAM intend that contracts between SAAM and any contractor shall be subject to specific terms and conditions set forth in their Agreement and the review and approval of The City. NOW, THEREFORE;

In consideration of the mutual promises made herein, The SAAM and the The City hereby agree as follows:

ARTICLE I. DEFINITIONS

The following words and terms shall have the following meanings for the purposes of this Agreement. Terms otherwise not defined herein shall be given their usual and customary meaning.

1.1 "Facility" means the Seattle Asian Art Museum building and the exterior light stantions identified pursuant to the Department-approved scope of work as described in Section V, herein and illustrated in Exhibit A.

1.2 "SAAM" means the Seattle Asian Art Museum, a Washington not-for-profit corporation, currently installing exterior banners at the Facility owned by The City.

1.3 "Contractor(s)" and "Subcontractor(s)" mean any person or business entity not employed by the SAAM but which assumes all or part of the SAAM's rights and responsibilities pursuant to a contract with the SAAM.

ARTICLE II. EXCLUSIVE RIGHT

2.1 Grant of Right. The City hereby grants to SAAM, for the term and upon the conditions and provisions herein, the exclusive right and privilege to install and maintain banners on the exterior of the facility and on stantions within Volunteer Park and to select, with City approval, any and all Contractors and Subcontractors for such construction, except as limited herein

2.2 Quality. SAAM agrees to complete the Project in a diligent and efficient manner within the limits of the authority herein granted.

ARTICLE III. TERM

3.1 The rights granted to SAAM under this Agreement for installation shall be in effect for a period of not less than ten weeks and banners shall remain installed and maintained for a period of not less than two years unless this Agreement is terminated earlier pursuant to the provisions hereof. SAAM shall maintain for a period of not less than five years all banners installed hereunder in good repair.

ARTICLE IV. PROJECT FINANCING BY SAAM

4.1 Payment by SAAM to the Contractor. SAAM shall be responsible for paying all contractor fees and charges for all work performed as per contractor agreement scope of work as shown in Exhibit A.

4.2 Taxes. SAAM shall pay, before delinquency, all taxes, levies and assessments of any nature and kind whatsoever, that at any time hereafter may be levied, assessed or otherwise imposed on SAAM in connection with the Project. SAAM hereby affirms its obligation for and agrees to timely pay all of those taxes relating to the use and operation of the Facility.

4.3 Subcontractors. It is the responsibility of SAAM to assure compliance by any Subcontractor(s) with the record-keeping requirements of this agreement, and shall be responsible for ensuring payment of all subcontractor fees and charges for all work performed as per contractor agreement scope of work as shown in Exhibit A.

ARTICLE V. INSTALLATION OF EXTERIOR BANNERS

5.1 SAAM shall contract with Contractor to install exterior banners as approved by the Department and more particularly described in the Construction Agreement made by and between SAAM and Contractor dated October 13, 1998, which is incorporated herein by this reference and called Exhibit A. The City shall have the right to inspect the progress of the construction of the facilities.

5.2. Facilities.

5.2.1 An installation of exterior banners to the existing facility and light stantions shall be made pursuant to schematics approved by the Department.

5.3 Standards for Developments and Installations.

5.3.1 Permits and Evidence Thereof. SAAM shall be responsible for requiring the Contractor to obtain, at no cost to The City, all governmental permits needed to complete the Project and any improvements, alterations and additions thereto, and shall submit to The City evidence of SAAM 's satisfaction of all such requirements prior to the commencement of any installation, alteration, improvement or construction work at the Facility with respect thereto.

5.3.2 No Site Activity Undertaken Regarding Facility Without The City's Prior Approval. No construction or installation work shall be undertaken at the Facility with respect to any improvement, addition or alteration thereto or to any utility service connection to or with any of the same, until after The City has approved the same and all other required authorizations have been secured for such work, in writing, prior to the commencement of any such work.

5.3.3 "As-Built" Drawings to Be Provided. SAAM shall provide The City with a set of reproducible, "as-built" drawings for the Project immediately upon completion.

5.4 No Representation or Liability Created By Approval. The approval of such plans and specifications by The City or any other person or entity shall not constitute an opinion or representation by The City as to their compliance with any law or ordinance or their adequacy for other than the approved project.

5.4.1 SAAM shall keep the FACILITY free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the FACILITY. At the City's request, SAAM shall furnish the City written proof of payment of any item which would or might constitute the basis for such a lien on the FACILITY if not paid.

5.5 Minimization of Adverse Impacts. All demolition, construction, alteration, addition and improvement work performed by or for SAAM at the Facility shall be carried out in a manner that minimizes any adverse impact on either the use of the Facility or Volunteer Park by the visiting public.

5.6 Inspections. Authorized Representatives may inspect any banner installation work of or for SAAM at any time to determine whether such work is in accordance with the plans and specifications approved by The City for the same. If any such work is not according to such plans and specifications, The City shall send to SAAM, return receipt requested, a Notice of Non-Compliance. Immediately following SAAM's receipt of any such Notice of Non-Compliance, at The City's sole election SAAM shall either (i) desist from the construction of such improvement, addition, installation, or alteration and remove it from the Facility, or (ii) make such improvement, addition, installation, or alteration consistent with such approved plans and specifications. SAAM's failure to make such corrections within five (5) calendar days after SAAM's receipt of such Notice of Non-Compliance, or in the event such corrections require more than five (5) calendar days for completion, SAAM's failure to commence such correction work within five (5) calendar days after receipt of such notice and to diligently prosecute such correction work to completion within a reasonable time, shall constitute a material breach of this Agreement.

5.7 Restoration of Grounds. SAAM shall require the Contractor, in cooperation with the Park Department horticulturist, to restore all grounds and landscaping within the site impacted by the construction project, including but not limited to walkway areas, shrubs and flower bed areas.

5.8 Trash and Construction Debris. SAAM, without charge to The City, shall require the Contractor to be responsible for containerizing in air- and watertight containers all waste from the construction activities at the Facility. SAAM shall be liable for any cost, charge or expense involved in removing any trash or construction debris.

5.9 No Unlawful Use of Facility. During the duration of the Project, Contractor shall not permit the Facility or any part thereof to be used for any unlawful or immoral purpose or injure persons or property in, on or near said Facility; nor permit any act to be done which will in any way mar, deface or injure any part of the Facility. Upon termination of this Agreement, SAAM shall deliver the Facility to The City in good condition.

5.10 Emergency Closure. The City has reserved the right to direct SAAM and any subcontractors, during the duration of the Project, to temporarily close the facilities or any portion thereof without notice to meet any emergency, as determined by the Superintendent. In the event of any such closure, The City shall post a sign notifying the public of the closure.

ARTICLE VI. COMPLIANCE WITH LAW

6.1 General Requirements. SAAM, at no cost to City, shall perform and comply with all applicable, current and future laws of the United States and the State of Washington; the Charter and Municipal Code of The City of Seattle; and rules, regulations, orders and directives of their administrative agencies and the officers thereof now or hereafter enacted or promulgated. Whenever SAAM is informed of any violation of any such law, ordinance, rule, regulation, license, permit or authorization committed by it or any of its officers, employees, contractors, subcontractors, agents or invitees, SAAM shall immediately desist from and/or prevent or correct such violation.

6.2 Licenses and Other Authorizations. SAAM, at no cost to City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits and similar legal authorizations, and comply with all requirements thereof.

6.3 Equality of Treatment. SAAM and any Subcontractors shall conduct its (their) business(es) in a manner that assures fair, equal and nondiscriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sex, age or national origin. Any failure to comply with this provision shall be a material breach of this Agreement.

6.4 Nondiscrimination and Affirmative Action. SAAM and its Contractor(s) or Subcontractor(s) shall comply with all State and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status or the presence of any sensory, mental or physical handicap. Consistent with that obligation, if SAAM or any of its contractor(s) or subcontractor(s) has three (3) or more employees during the term of this Agreement, the following provisions of SMC 20.44.040 shall be deemed to be incorporated herein:

During the performance of this Agreement, SAAM agree(s) as follows:

6.4.1 SAAM shall not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. SAAM will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their creed, religion, race, color, sex or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SAAM agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by The City setting forth the provisions of this nondiscrimination clause. SAAM will take affirmative action to ensure that all of its employees, agents and subcontractors adhere to this provision; provided, that nothing herein shall prevent an employer from giving preference in employment to members of his/her immediate family.

6.5 Women's and Minority Business Enterprise Utilization.

6.5.1 Reference. The provisions of SMC Ch. 20.46 A (Women's and Minority Business Enterprise Utilization Ordinance) and as it may be amended are hereby incorporated by reference and made a part hereof as if fully set forth herein.

6.5.2 Obligations. During the term of this Agreement, SAAM shall:

- (a) Make every good faith effort to utilize MBEs and WBEs as Subcontractor(s), if Subcontractor(s) are to be used;
- (b) Require every Subcontractor(s) utilized by SAAM for work under this Agreement to make every effort to utilize MBEs and WBEs as Subcontractor(s); and
- (c) Maintain records reasonably necessary for monitoring compliance with the provisions of SMC Ch. 20.46. A

6.5.3 Response to the Human Rights Department. SAAM shall furnish to the Seattle Human Rights Department within a reasonable time after a request has been made for the same, whatever reports or other information is reasonably necessary to determine SAAM's compliance.

6.5.4 Failure to Comply. Any failure of SAAM to comply with the provisions of SMC Ch. 20.46 will be considered a material breach of contract, and may result in one or more of the following actions:

- Agreement;
- (a) Suspension of The City's obligations under this
 - (b) Withholding of funds due to SAAM ;
 - (c) Rescission of this Agreement; and
 - (d) Disqualification of SAAM from eligibility to provide services to or for The City for a period of not to exceed two (2) years.

6.5.5 The provisions of this section will be inserted and required of all subcontractors in all subagreements entered into under this Agreement.

6.6. Americans With Disabilities Act Compliance. SAAM, at no cost to City, shall comply with all requirements of the Americans With Disabilities Act, as now or hereafter amended, and all rules and regulations implementing the same.

6.7 Remedies Subject to Prior Notice and Cure. All remedies available for SAAM 's failure to comply with provisions of this Article XI are subject to and may not be exercised without compliance with the notice and cure provisions of Article XIV.

6.8 Workers Compensation Act. SAAM shall at all times during the term of this Agreement subscribe to and comply with workers compensation laws of the State of Washington and pay such premiums as may be required thereunder and to indemnify and hold harmless City, its officers, agents and employees from any liability arising under such act. Prior to any operations being performed in the Construction facilities and at such other times as may be requested, SAAM shall furnish a copy of the official certificate of receipt, showing payments in compliance with the Act.

6.9 Installation or Integration of Any Work of Visual Art On Facility

- a. Reservation of Rights by City; Prohibition Against Installation or Integration of Any Work of Visual Art on Facility Without Superintendent's Prior Express Written Consent.

The City reserves to and for itself the right to approve or disapprove of the installation or integration on or into the Facility of any "work of visual art," as that term is defined in the Visual Artists Rights Act of 1990, as now

existing or as later amended, and to approve or disapprove of each and every agreement regarding any such installation or integration on or into the Facility of a work of visual art. SAAM shall not, without the prior, express, written consent of the Superintendent, install on or integrate into, or permit any other person or entity to install on or integrate into, any portion of the Facility any "work of visual art ". The Superintendent's consent to the installation of any such art work may be granted, granted upon one or more conditions, or withheld in the Superintendent's discretion.

b. SAAM's Indemnification of City Against Liability under Visual Artists Rights Act of 1990.

If the Superintendent has not given such official's consent to the installation or integration of any work of visual art on or into the Facility, the SAAM shall protect, defend, and hold the City harmless from and against any and all claims, suits, actions or causes of action, damages and expenses (including attorneys' fees and costs) arising as a consequence of the installation or integration during the term of this Agreement of that work of visual art on or into any portion of the Facility. This indemnification obligation shall exist regardless of whether the SAAM has consented to or has prior knowledge of such installation or integration. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Agreement.

ARTICLE VII. INSURANCE AND INDEMNIFICATION

Prior to undertaking any work under this Agreement, SAAM, at no expense to City, shall require Contractor to secure, and shall thereafter maintain during the full term of this Agreement, the following insurance. This section shall not diminish or reduce SAAM's obligation to secure and maintain insurance specified under any other prior agreements with the City of Seattle.

7.1 Commercial or Comprehensive General Liability Insurance.

Insurance:

- The Subcontractor shall secure and maintain, at its own expense, policy or policies of insurance as specified herein in full force and effect throughout the entire term of this agreement. Evidence of such insurance, shall be delivered to the Department, c/o Contract and Business Resources Administrator, 100 Dexter Avenue North, Seattle, WA 98109-5129.

* Coverages notated with a (*) are only required when the Subcontractor activities under this agreement include exposures to which these specified coverages respond.

- **Commercial General Liability Insurance**
A policy of Commercial General Liability Insurance written on an occurrence form (CG 00 01), including all the usual coverages known as:
 - Facility/Operations Liability
 - Products/Completed Operations
 - Personal/Advertising Injury
 - Contractual Liability
 - Independent Contractors Liability
 - Employers Liability (Stop Gap)
 - Elevator & Hoist Liability (as applicable)*
 - Liquor Liability/Host Liquor Liability (as applicable)*
 - Fire Damage Legal*
 - Explosion, Collapse and Underground (XCU) (as applicable)*
 - Watercraft, owned and non-owned (as applicable)*

Such policy shall provide the following minimum limits:

Bodily Injury and Property Damage -

\$ 1,000,000	General Aggregate
\$ 1,000,000	Products & Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury
\$ 1,000,000	Each Occurrence
\$ 100,000	Fire Damage

Stop Gap Employers Liability -

\$ 1,000,000	Each Accident
\$ 1,000,000	Disease - Policy Limit
\$ 1,000,000	Disease - Each Employee

7.2 Business Automobile Liability*

A policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent.

Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage -

\$300,000 per person
\$300,000 per occurrence

7.3 Workers Compensation Policy

As respects Workers' Compensation insurance in the state of Washington, the SAAM shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Subcontractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Subcontractor shall so certify by a letter signed by a corporate officer indicating that it is a qualified self-Insured, and setting forth the limits of any policy of excess insurance covering its employees; or any similar coverage required

7.4 Additional Insurance Requirements

- Deductible and Self Insured Retention

Any deductible or self-insured retention must be disclosed and is subject to approval by the CITY. The cost of any claim payments falling within the deductible shall be the responsibility of the Subcontractor.

- Endorsements

Such insurance, with the exception of professional liability, shall be endorsed to include the City of Seattle, its officers, elected officials, employees, agents and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the CITY. In addition, Subcontractor's insurance shall be primary as respects the CITY, and any other insurance maintained by the CITY shall be excess and not contributing insurance with the Subcontractor's insurance.

- Approval of CITY

All policies shall be subject to approval by the CITY as to company (must be rated A(-):VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker), form and coverage, and be primary to all other insurance.

- Inadequate Coverages

In the event that the Superintendent of Parks and Recreation or his designee deems such insurance to be inadequate to fully protect SAAM. Subcontractor(s) and the CITY, SAAM shall require the Subcontractor(s) increase said liability limits to such amounts as the Superintendent or his designee shall deem reasonably adequate to provide said protection, which increase shall be completed within sixty (60) days after the date of notice that Subcontractor insurance is deemed to be inadequate.

- Subcontractors

All coverages for all tiers of subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

7.5 Evidence of Insurance:

The following documents must be provided as evidence of insurance coverage whenever this Agreement has been executed by and for SAAM and has been delivered to the DEPARTMENT for execution, within seven (7) calendar days prior to the expiration or renewal date of each such policy; and within seven (7) calendar days after SAAM's receipt of a written request therefor:

- A copy of the policy's declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.

- A copy of the endorsement naming The City of Seattle as an Additional Insured, showing the policy number, and signed by an authorized representative of the insurance company on Form CG2026 (ISO) or comparable..
- A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.
- A copy of an endorsement stating that the coverages provided by this policy to the CITY or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City of Seattle.
- A "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that - except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought

7.6 Failure to Satisfy Insurance Requirements. The failure of SAAM to comply with any of the terms of the above insurance provisions shall be considered a material breach of this Agreement. Alternatively, at the option of The City and without waiving any other remedies to which The City may be entitled for such material breach, The City may procure the required insurance for SAAM and/or Contractor from whatever source The City deems reasonable, and charge SAAM the cost of the required premium plus an administrative fee equal to Two Hundred Fifty Dollars (\$250) plus the percentage of such sum that equals the aggregate increase (if any) in the CPI between 1998 and the calendar year immediately preceding the year in which such fee is charged, which aggregate sum shall be due and payable as of the date of the invoice therefor. Any amount due to The City pursuant to this section that is not paid in full within thirty (30) days after the date invoiced shall bear interest at the maximum legal rate.

7.7 Indemnification by SAAM. SAAM shall fully indemnify and hold The City free and harmless from all liability, risks, costs, claims, actions, suits, demands, losses, expenses, injuries and/or damages of any kind whatsoever, tangible or intangible, including any consequential damages that may accrue to or be suffered by any person (including SAAM, its Contractor(S), Subcontractor(s), officers, employees, agents, invitees, assigns) arising, directly or indirectly, or suffered by any person by reason

of or in connection with any negligent or willful act or omission of SAAM or any of its Contractor(s) or Subcontractor(s), if any, or of any officer, employee or agent of SAAM's Contractor or its Subcontractors, or any combination thereof, which arise, directly or indirectly, in connection with the Project, including but not limited to claims for labor or materials in connection with the Project and from the cost of defending against such claims, including attorneys' fees, whether such construction, repair and maintenance was performed before or after the commencement of the term of this Agreement, or for or on behalf of SAAM Contractor, any of its Subcontractors, or a third party. The obligations of SAAM under this section shall survive the expiration or earlier termination of this Agreement with respect to any event occurring prior to such expiration or termination.

In the event of any such suit or action against The City, SAAM and its Contractor(s) or Subcontractors, upon notice of the commencement thereof, shall appear and defend the same at its sole cost and expense. If judgment is rendered against The City and SAAM or any of its Subcontractors jointly, SAAM and its Subcontractors shall cause the same to be satisfied within ninety (90) days after a final determination thereof. The liability described in this section shall not be diminished except to the extent that any such death, injury, damage, loss, cost or expense was contributed to in part by the negligence of City, or of any of its officers, employees or agents, except where such death, injury, damage, loss, cost or expense arose, directly or indirectly, out of the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building, excavation, or other structure, project, development, or improvement attached to real estate; provided, however, that in such situation, the liability of SAAM and its Contractor(s) or Subcontractors shall be enforceable to the extent of their negligence.

In consideration of the various negotiated commitments made and obligations assumed herein, SAAM and its Contractor(s) and Subcontractors respectively waive their immunity under Title 51 RCW. The obligations of SAAM and its Contractor(s) and Subcontractors under this section shall survive the expiration or earlier termination of this Agreement with respect to any event occurring prior to such expiration or termination. This indemnity agreement shall extend to protect The City from liens by mechanics, material men, and suppliers (which liens are expressly prohibited) which shall be deemed to include all purchases of expendables, consumables and other merchandise. SAAM expressly waives any and all claims for compensation and releases and discharges The City and its officers, agents and employees from any and all demands, claims, actions and causes of action arising from any and all loss or damages sustained by reasons of any defect, deficiency or impairment of the water supply system, drainage system, heating system,

electrical apparatus or wiring furnished for the Construction Facility which may occur from time to time from any cause or for any loss resulting from water, tornado, civil commotion, riot, windstorm and earthquake.

In the event of any claim made or suits filed, The City shall give SAAM timely written notice thereof, and SAAM shall have the right to defend or settle the same to the extent of its interest hereunder. SAAM shall promptly accept all tenders of such cases from The City; and if it is necessary for The City to incur attorney's fees, legal expenses or costs to enforce this provision, all such expenses shall be recoverable from SAAM.

ARTICLE VIII. TERMINATION; SURRENDER OF FACILITY AND REMOVAL OF PROPERTY

8.1 Termination for Material Breach. In addition to the material breaches and defaults identified throughout this Agreement, each of the following acts and omissions constitutes a default and material breach, for which The City shall be entitled to terminate SAAM's rights and interests in and under this Agreement:

8.1.1 The non-compliance by SAAM or any of its Subcontractors of any law, ordinance, rule or regulation pertinent to this Agreement after notice and opportunity to cure.

8.1.2 Contractor's or any of its Subcontractor's repeated failure to perform, or violation of, any other material condition or covenant of this Agreement.

8.1.3 Contractor's failure to perform, or violation of the Construction Agreement between SAAM and Contractor.

8.2 Removal of Construction Debris. In the event that after the completion of Project, SAAM has not removed or caused to be removed all construction materials and debris, from the Facility or the adjacent park property, whether or not such property or material is owned by SAAM, The City may, but need not, remove and store such property, all at the expense and risk of SAAM, which shall reimburse The City for any expense incurred by The City in connection with such removal and storage. Upon notice to SAAM, The City shall have the right to sell such stored property after it has been stored for a period of thirty (30) days or more, with the proceeds of such sale being applied first, to the cost of the sale; second, to the payment of the charges for storage; and third, to the payment of any other amounts which may then be due from SAAM to The City; the balance, if any, shall be paid to SAAM.

8.3 Costs and Expenses. SAAM shall pay in a timely manner legal costs and expenses incurred by The City, including the reasonable fees and expenses of legal counsel, in connection with the approval of any proposed transfer of SAAM's interest in this Agreement, and the enforcement of The City's rights hereunder. Such costs and attorneys' fees shall include, without limitation, costs and attorneys fees incurred in any appeal, forfeiture proceeding or in any proceedings under any present or future federal bankruptcy or state receivership law.

ARTICLE IX. MISCELLANEOUS

9.1 Notices. Any notices required in accordance with any of the provisions herein shall be sent by registered or certified mail addressed as follows:

to SAAM:

Jeff Eby
Chief Financial Officer
Seattle Asian Art Museum
1400 East Prospect St.
Seattle, WA 98112-3303

To the City:

Royal Alley-Barnes
Administrator
Contract and Business Resources Office
Seattle Department of Parks and Recreation
100 Dexter Avenue North
Seattle, WA 98109

or at such other place as SAAM or The City may in writing direct. All notices shall be deemed effective upon receipt, refusal of delivery or attempted delivery.

9.2 Entire Agreement. This Banner Installation Agreement, and the Construction Agreement between SAAM and Contractor attached as Exhibit B and incorporated herein by reference, contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior oral or written understandings, agreements, promises or other undertakings between the parties, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's preparation of the same. This Agreement may not be amended or modified in any way except by a written amendment to this Agreement duly executed by the parties.


9.3 Governing Law, Time. This Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of Washington. In the event any action is brought to enforce the provisions of this Agreement, the venue of any such action shall be King County, Washington, and the parties hereto do hereby stipulate to the jurisdiction and venue of the Superior Court for King County, Washington. Time is of the essence of this Agreement.

9.4 Assignment. SAAM shall not sublet, transfer, convey, assign nor permit the use of the rights, privileges or Facility granted under this Agreement in whole or in part to any other person, firm or corporation without the prior written authorization of The City. Said rights, privileges, and Facility are not assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any assignee approved by The City must accept and assume in writing all the terms and conditions of this Agreement to be kept and performed by SAAM and such assignment shall not in any manner discharge or release SAAM or its sureties herein from any other obligation under the terms of this Agreement. Non-compliance with this section shall be deemed to be a default hereunder. The City may transfer or convey this Agreement or any right or interest herein of The City without the prior written consent of SAAM. The terms and provisions of this Agreement shall bind and inure to the benefits of The City's successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

The Seattle Asian Art Museum, a
Washington not-for-profit corporation

City of Seattle, Department of Parks and
Recreation, a municipal corporation



Mimi Gardner Gates
Executive Director/Art Director

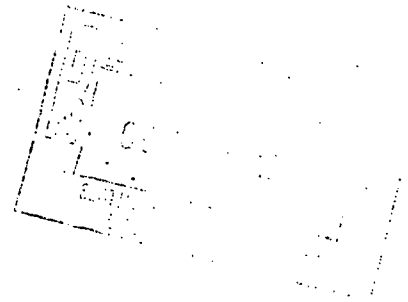
Date



Kenneth R. Bounds
Superintendent

Date

10/22/48



AIA Document A107

Abbreviated Form of Agreement Between ^{OPERATOR} *JE* Owner and Contractor

For CONSTRUCTION PROJECTS OF LIMITED SCOPE where
the Basis of Payment is a STIPULATED SUM

1987 EDITION

**THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.**

This document includes abbreviated General Conditions and should not be used with other general conditions.
It has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the 13 day of October in the year of
Nineteen Hundred and Ninty-Eight

BETWEEN the Operator: Seattle Art Museum
(Name and address) *JE*
100 University
Seattle, WA 98101

Seattle Art Museum is the Operator of the Seattle Asian Art Museum in
Volunteer Park at 1400 East Prospect Seattle, Washington subject to an
agreement between the Museum and the City of Seattle Parks and
Recreation Department. Pursuant to the Museum's agreement with the
Parks & Recreation Department, replace the term "Operator" for all
occurrences of the term "Owner" and the term "Operator's" for all
occurrences of the term "Owner's" throughout this form A107 and any
attachments to this contract. *JE*

and the Contractor: Pattison-Chinn Construction Co. L.L.C.
(Name and address) 4078 148th Ave. NE
Redmond, WA 98052 *ll*

The Project is: Seattle Asian Art Museum
(Name and location) 1400 East Prospect
Seattle, WA 98110

The Architect is: Olson Sundberg Architects
(Name and address) 108 First Ave. South
Seattle, WA 98104

JE
The ^{Operator} Owner and Contractor agree as set forth below.

Copyright 1936, 1951, 1958, 1961, 1963, 1966, 1974, 1978, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1
THE WORK OF THIS CONTRACT

1.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 2
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The date of commencement is the date from which the Contract Time of Paragraph 2.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

2.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 3
CONTRACT SUM

3.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of
Fifty thousand five hundred nineteen Dollars
(\$ 50,519), subject to additions and deductions as provided in the Contract Documents.

3.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

3.3 Unit prices, if any, are as follows:

ARTICLE 4

PROGRESS PAYMENTS

4.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Application to be submitted to the owner by the 25th of the month to be paid to the contractor by the 10th of the following month.

4.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.5% per month

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 5
FINAL PAYMENT

5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

6.1 The Contract Documents are listed in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

6.1.1 The Agreement is this executed Abbreviated Form of Agreement Between Owner and Contractor, AIA Document A107, 1987 Edition.

6.1.2 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

Document	Title	Pages
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6.1.3. The Specifications are those contained in the Project Manual dated as in Subparagraph 6.1.2, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
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6.1.4 The Drawings are as follows, and are dated
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

unless a different date is shown below:

Number	Title	Date
Sheet 1 as prepared by KPFF	Roof Plan	9/28/98
Sheet 2 as prepared by KPFF	Sections - Tube Steel	9/28/98
Sheet 3 as prepared by KPFF	Section - Post Base	9/28/98
Sheet 4 as prepared by KPFF	Section - B	9/28/98
Sheet 5 as prepared by KPFF	Plan/Section	9/28/98
Sheet 6 as prepared by KPFF	Section	8/12/98
Sheet 7 as prepared by KPFF	Section	8/6/98
Sheet 8 as prepared by KPFF	Lower Cross Bar Details	8/16/98
SK1 as prepared by Olson Sundberg Architects		10/4/98

6.1.5 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 6.

6.1.6 Other documents, if any, forming part of the Contract Documents are as follows:
(List any additional documents which are intended to form part of the Contract Documents.)

Proposal dated 10/13/98 as prepared by Pattison-Chinn Construction Co. L.L.C.

9.8 The Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

9.9 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

9.10 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

9.11 The Contractor shall pay all royalties and license fees; shall defend suits or claims for infringement of patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents unless the Contractor has reason to believe that there is an infringement of patent.

SE
9.12 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 9.12.

9.12.1 In claims against any person or entity indemnified under this Paragraph 9.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 9.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.12.2 The obligations of the Contractor under this Paragraph 9.12 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, Construction Change Directives, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 10

ADMINISTRATION OF THE CONTRACT

10.1 The Architect will provide administration of the Contract and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 18.1

10.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

10.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraphs 9.1 and 16.1. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

10.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

10.5 The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes or other matters in question between the Owner and Contractor, but will not be liable for results of any interpretations or decisions rendered in good faith. The Architect's decisions in matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. All other decisions of the Architect, except those which have been waived by making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party.

10.6 The Architect will have authority to reject Work which does not conform to the Contract Documents.

10.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

10.8 All claims or disputes between the Contractor and the Owner arising out of or relating to the Contract, or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Architect as required under Paragraph 10.5. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by

GENERAL CONDITIONS

ARTICLE 7 CONTRACT DOCUMENTS

7.1 The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

7.2 The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor.

7.3 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.

7.4 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 8 OWNER

8.1 The Owner shall furnish surveys and a legal description of the site.

8.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

8.3 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 9 CONTRACTOR

9.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

9.2 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

9.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

9.4 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

9.5 Unless otherwise provided in the Contract Documents, the Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

9.6 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Architect and Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith.

9.7 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

15.5 The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16

PROTECTION OF PERSONS AND PROPERTY

16.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein; and
- .3 other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Subparagraphs 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 9.12.

16.2 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

ARTICLE 17

INSURANCE

17.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work

itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 9.12. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.

17.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

17.3 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall be on an all-risk policy form and shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

17.4 A loss insured under Owner's property insurance shall be adjusted with the Owner and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

17.5 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

17.6 The Owner and Contractor waive all rights against each other and the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article 17 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as fiduciary. The Contractor shall require similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors. The Owner shall require similar waivers in favor of the Owner and Contractor by the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them.

ARTICLE 18

CORRECTION OF WORK

18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Com-

the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of the Architect's employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

ARTICLE 11 SUBCONTRACTS

11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

12.3 Costs caused by delays, improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 13 CHANGES IN THE WORK

13.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or modifications, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

13.2 The Contract Sum and Contract Time shall be changed only by Change Order.

13.3 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.

ARTICLE 14 TIME

14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

14.2 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 15.3.

14.3 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

ARTICLE 15 PAYMENTS AND COMPLETION

15.1 Payments shall be made as provided in Articles 4 and 5 of this Agreement.

15.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage to the Owner or another contractor, (6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (7) persistent failure to carry out the Work in accordance with the Contract Documents.

15.3 When the Architect agrees that the Work is substantially complete, the Architect will issue a Certificate of Substantial Completion.

15.4 Final payment shall not become 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, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such

pletion of the Contract or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article 18 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

18.2 Nothing contained in this Article 18 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Paragraph 18.1 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

ARTICLE 19

MISCELLANEOUS PROVISIONS

19.1 The Contract shall be governed by the law of the place where the Project is located.

19.2 As between the Owner and the Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued:

- .1 not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion;
- .2 not later than the date of issuance of the final Certificate for Payment for acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment; and
- .3 not later than the date of the relevant act or failure to act by the Contractor for acts or failures to act occurring after the date of the final Certificate for Payment.

ARTICLE 20

TERMINATION OF THE CONTRACT

20.1 If the Architect fails to recommend payment for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.

20.2 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof, including compensation for the Architect's services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

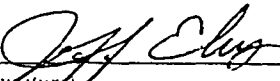
ARTICLE 21

OTHER CONDITIONS OR PROVISIONS

- 1) In the event legal action is initiated by either party to this agreement against the other party to enforce any obligation arising out of or dispute concerning the terms and conditions of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, cost and expense.
- 2) Revisions or corrections to building plans by local governing agencies, architects, owner and/or tenant, outside contractor's scope of work shall be considered additional work.
- 3) No additional work without authorization from owner and/or tenant.

This Agreement entered into as of the day and year first written above.

OWNER

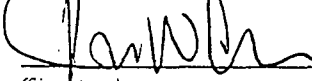


(Signature)

JEFF EBY, CEO

(Printed name and title)

CONTRACTOR



(Signature)

KEVIN CHIN, OWNER

(Printed name and title)



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

Pattison~Chinn Construction Co., LLC

G E N E R A L C O N T R A C T O R

October 13, 1998

Anne Treadwell
Seattle Art Museum
1334 1st Avenue
Seattle, Washington 98101

Subject: Seattle Asian Art Museum - Banners

Dear Anne:

I am pleased to submit a cost proposal for the subject project. The proposal is in accordance to the following qualifications, scope of work and exclusions. The total estimate construction cost is \$50,519 plus Washington State Sales Tax.

Qualifications:

Sheet 1 through 8 dated 9/28/98 as prepared by KPFF Consulting Engineers / Olson Sundberg Architects
SK1 (tubes to cable) dated 10/4/98 as prepared by Olsen Sundberg Architects
All work to be done during business hours (7:00am - 4:00pm)

Scope of Work:

01000-General Conditions

Supervision

Misc. labor

Equipment rentals

Building, roof, paver and grass protection

Daily and final clean-up

02110-Demolition

Clear rock ballast on roof at pedestal locations

Cut roof membrane

02200-Earthwork

Excavate for footings

Backfill

03000-Concrete

Form, pour and finish new footings and 8" pedestal as per plan

Reinforcement steel as per plan

Strip forms

05000-Structural Steel

Furnish and install as per plan

Field weld connections as per plan

All necessary lifting

07500-Roofing

Patch roof at new pedestal locations

Firestone "Rubber Guard EPDM" quick seam, pre-molded pipe flashing

Overlake Business Center
4078 148th Ave NE, Bldg. M • Redmond, WA 98052
[425] 497-8222 • [Fax] 497-8223
PATTICCO23CF

Anne Treadwell
Seattle Art Museum

Page 2
10/13/98

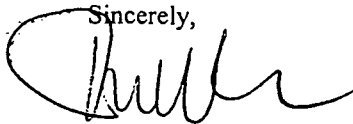
13000-Banner Rigging
Furnish and install all necessary rigging as per plan
Install owner furnished banners
All necessary lifting

Exclusions:

Washington State Sales Tax
Permit
Architectural / engineering fees
Unforeseen conditions (i.e. buried water and electrical ect.)
Revisions or additions due to local building officials and governing agencies
Special inspections
Off hour work
Security (Guard)

Please call if you have any questions.

Sincerely,



Kevin Chinn

Project: SAAM - Banners
Location: Seattle, Washington
Contact: Olson Sundberg - Josh 624-5670
Date:

Description:	Total
01000-General Conditions	2,750
02110-Demolition	600
02200-Earthwork	900
03000-Concrete	3,100
05000-Structural Steel	28,120
07500-Roofing	1,955
13000-Banner Rigging	4,632
Direct Cost	0
	<u>42,057</u>
Taxes & Insurance @ 1.69%	711
Subtotal	<u>42,768</u>
Overhead and fee	5,346
Total	<u>\$48,114</u>
Unforeseen contingency @ 5%	2,406
Total	<u>\$50,519</u>
WSST @ 8.6%	4,345
Grand Total	<u><u>\$54,864</u></u>

Q.E.



SEATTLE PARKS
AND RECREATION

FAX

To: Michele Witzki

From: J. Daniels

Company:

Phone:

Fax Number: 615-0065

Division:

Phone:

Date: 6-24-2002

SUBJECT: Art Museum - Ins.

This fax transmission includes this transmittal form plus _____ pages.

Urgent For Review Please Comment Please Reply

Comments:

Return Fax: 206-233-7038

Property and Acquisition Services
800 Maynard Ave. South - 3rd Floor
Seattle, WA 98134-1336

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)

12/07/99

PRODUCERSeabury & Smith
2101 4th Avenue
Suite 1700
Seattle, WA 98121

Anzella L. Judkins (206) 727-2095

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A ATLANTIC MUTUAL INSURANCE CO

COMPANY

B

COMPANY

C

COMPANY

D**INSURED**Seattle Art Museum
Jeff Eby
P. O. Box 22000
Seattle, WA 98122**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	476308664	7/01/99	7/01/00	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS \$ OTHER \$ EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS).

CERTIFICATE HOLDERSEATTLE DEPARTMENT OF PARKS
AND RECREATION
ATTN: TERRY DUNNING
800 MAYNARD AVE S., 3RD FLOOR
SEATTLE, WA 98134**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 * DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Cheryl L. Smith

ACORD 25-S (1/95)

ACORD CORPORATION 1995

(* 10 DAYS FOR NON-PAYMENT)

CERTIFICATE NO. 0011001-00024



FAX

TO: Pamela Hughes
FAX #: 5-0065
FROM: Joanne Daniels
SUBJECT: Cert of Liability Insurance - SAM
DATE: 1-22-2001

Comments:

- Urgent For Review Please Comment Please Reply

Return Fax: 206-233-7038

Property Management and Environmental Services
Facilities Maintenance and Development Division
800 Maynard Ave. South - 3rd Floor
Seattle, WA 98134-1336

Your
Seattle
City Light

Memorandum

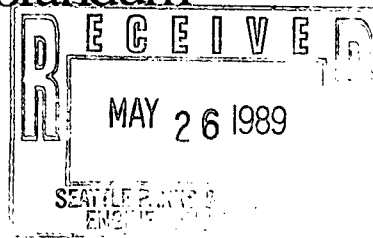


DATE : May 23, 1989

TO : Warren Eckstrom

FROM : Roger Neill *RNA*

SUBJECT: Volunteer Park Interdepartmental Agreement
P.M. #250429-1-203



Enclosed is the executed Interdepartmental Agreement between Parks and City Light which authorizes electrical facilities across a portion of Volunteer Park.

Thanks for your cooperation on this matter.

RN:vp

CITY OF SEATTLE
INTERDEPARTMENTAL AGREEMENT

(P.M. #250429-1-203)

THIS AGREEMENT, made and entered into on this 18th day of May, 1989, by and between the CITY OF SEATTLE, DEPARTMENT OF PARKS AND RECREATION, hereinafter referred to as "Parks"; and the CITY OF SEATTLE, CITY LIGHT DEPARTMENT, hereinafter referred to as "SCL" WITNESSETH:

WHEREAS, Parks has real property known as Volunteer Park, in the Northeast quarter of Section 29, Township 25 North, Range 4 East, W.M., in King County, Washington; and

WHEREAS, Seattle City Light wishes to place, operate and maintain an overhead electrical system in a 20-foot wide strip of said Parks real property;

NOW, THEREFORE, it is agreed by Parks to permit and SCL to use for an overhead electrical system a 20 foot strip of land in that portion of the Northeast quarter of Section 29, Township 25 North, Range 4 East, W.M., County of King, State of Washington, more specifically described as follows:

The north 20 feet of the west 900 feet of City of Seattle Volunteer Park located in Seattle, Washington as located in Section 29, Township 25, Range 4 East, W.M., and shown on the attached exhibit A and made a part hereto.

for and in consideration of mutual and offsetting benefits and the mutual covenants herein set forth.

1. In the event said real property is sold, Parks shall reserve an easement to the benefit of SCL in the 20 foot strip as described as above.
2. Seattle City Light shall at all times have the right of ingress to and egress from said lands across immediately adjacent lands of Parks for the purpose of installing, constructing, altering, repairing, energizing, operating and maintaining said electric system and the right to remove all or any part of said electric system from said land upon written notice to Parks no less than 30 days in advance of said removal. Any Parks' facilities including trees and other vegetation located within said 20 foot strip shall, if necessary, be relocated and/or replaced at SCL's expense, provided, such relocation or replacment shall not affect security or operation of other Park property.
3. Parks agrees that no structure except those already present will be erected or permitted within the above described permit area without prior written approval from SCL; that no digging will be done or permitted within the permit area which will in any manner disturb the facilities or their stability or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.
4. Seattle City Light shall, at the completion of the construction of said overhead system and/or such alteration, repair, maintenance or removal as contemplated in Paragraph 2 hereof, remove all debris and restore the surface of the above described property as nearly as possible to the condition in which it existed prior to the date of this agreement.
5. Seattle City Light agrees to assume all liability for any damages caused to Park's facilities arising out of or resulting from SCL's use of Parks' said property.

G8.0

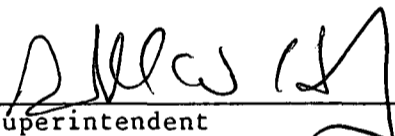
LEGAL DESCRIPTION
P.M. 4/17/89
OK

6. Seattle City Light shall contact the Park Horticulturist or designated representative annually to secure a pruning permit to prune trees within the 20 foot strip to provide a 10 (ten) foot clearance for the electrical lines. All brush, branches and wood resulting from this work is to be removed from the Parks property by the end of each working day. All work will be coordinated with the Seattle City Light Distribution Tree Coordinator. The Park Horticulturist or designated representative may at any time during the course of the tree work inspect the work to ensure compliance with the specifications and directions contained within the pruning permit or as discussed at onsite meetings. The Park Horticulturist or designated representative may stop or alter work in progress if it is not consistent with the specifications and directions as given.

7. Seattle City Light agrees to protect and save harmless Parks from all claims, actions or damages of every kind and description, which may accrue from or be suffered by reason of SCL's use of the land or the performance of any work in connection with SCL's use; and in case of any such suit or action being brought against Parks for damages arising out of or by reason of any of the above causes, SCL shall, upon notice to them of commencement of such action, defend the same at their sole cost and expense and will fully satisfy any judgment after the said suit shall have been finally determined, if adversely to Parks.

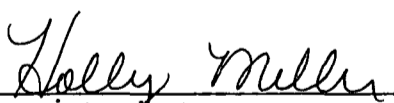
8. This agreement shall be in effect so long as the system is in operation and has not been abandoned. SCL shall notify Parks no less than 30 days in advance of its intent to abandon said facility and if so requested by Parks, shall at the time of abandonment remove all or any part thereof at no expense to Parks. Parks shall have the right, for good cause shown, to request abandonment and termination of this agreement upon 30 days written notice in advance.

Approved this date 18th of May, 1989.



Superintendent
City Light Department

Approved this date 15 of May, 1989.



Superintendent
Parks and Recreation Department

ORDINANCE 109767

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing agreements with the Seattle Art Museum and with the Historical Society of Seattle and King County to provide for the maintenance of museums in Volunteer and McCurdy Parks.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Superintendent of Parks and Recreation and recommended by the Mayor in attachments hereto, the Superintendent is hereby authorized to execute and deliver for and on behalf of the City, agreements substantially in the form of Exhibits "A" and "B", attached hereto, providing for the maintenance of certain museum buildings in City parks and the payment of the costs of such maintenance to the extent authorized in the 1981 and subsequent annual budgets, Department of Finance General (Ordinance 109478). Agreements authorized are between the City and

(A) The Seattle Art Museum for the maintenance of the museum building at Volunteer Park.

(B) The Historical Society of Seattle and King County for the maintenance of the Museum of History and Industry at McCurdy Park.

Section 2. The execution of the agreements authorized in Section 1 hereof and any other acts consistent with and prior to the effective date of this ordinance are hereby ratified and confirmed.

Section 3 . This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 9th day of March, 1981,
and signed by me in open session in authentication of its passage this 9th day of March, 1981.

Frank
President of the City Council.

Approved by me this 18th day of March, 1981.
Filed by me this 18th day of March, 1981.

Charles Kover
Mayor.

Attest: *Jim Hill*
City Comptroller and City Clerk.

(SEAL)

Published

By *J. Theresa Swanson*
Deputy Clerk.

REC'D OMB FEB 4 1981

801874

Your
Seattle
Parks and Recreation

Walter R. Hundley, Superintendent
Charles Royer, Mayor



January 19, 1981

The City Council
City of Seattle

Via: Mayor Charles Royer
Attention: John Saven, Director, Office of Management & Budget

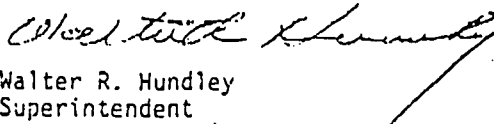
Dear Members:

Subject: Museums in City Parks

We request adoption of the attached legislation authorizing the City to enter into agreements with the Seattle Art Museum and the Historical Society of Seattle and King County which would provide for the building maintenance of the museums at Volunteer Park and McCurdy Park (Museum of History and Industry), respectively. The adopted 1981 Budget (pp. 529-32), Department of Finance - General, included appropriations for these museums which in previous years had been included in the Department of Parks and Recreation budget.

The attached agreements spell out the terms of the City's support for the museums in 1981 and future years. If you have any questions concerning this matter, please contact Michael A. Draper (X2657).

Sincerely,


Walter R. Hundley
Superintendent

WRH:mdm

Attachment

An equal employment opportunity - affirmative action employer.

Seattle Department of Parks and Recreation, 100 Dexter Avenue North, Seattle, Washington 98109 (206) 825-4671
Board of Park Commissioners: Thomas E. Allen, Chairman; Glenna Hall, Vice Chairman;
Robert E. Kilgall, Phyllis S. Loggers, Ruben Sierra, Thomas O. Wimmer, Fabiola Woods

SUPPLEMENTAL AGREEMENT BETWEEN THE CITY OF SEATTLE
AND THE SEATTLE ART MUSEUM REGARDING MAINTENANCE OF
THE VOLUNTEER PARK MUSEUM FACILITIES

THIS AGREEMENT is made between the City of Seattle by and through its Superintendent of the Department of Parks and Recreation, and the Seattle Art Museum, by and through its Director.

RECITALS

1. The Seattle Art Museum, through its predecessor the Art Institute of Seattle ("Museum"), and the City of Seattle ("City") entered into an agreement dated January 20, 1932, in which the Museum agreed to build an art museum for the benefit of Seattle residents; the City agreed to maintain the museum building at Volunteer Park by furnishing the necessary water, light, heat, electric power and janitorial and custodial service necessary for the maintenance and operation of the building and as requested by the Museum, and to keep the building in repair.

2. The agreement for construction, operation, maintenance, and repair of the museum building at Volunteer Park was expressly approved and authorized by the Seattle City Council and the Mayor by Ordinance 61998 passed December 11, 1931, and amended with authorization of the City Council and the Mayor by Ordinance 104662 dated June 30, 1975.

3. Responsible officials of the Museum and the City now wish to better define the benefits and services provided under their 1932 agreement and to modify the manner in which the City provides these benefits and services.

ORIGINAL

AGREEMENT

In consideration of the mutual promises set forth below and in recognition of the parties' continuing obligations under the 1932 Agreement, the parties agree as follows:

1. The parties recognize and reaffirm their respective obligations under their agreement dated January 20, 1932, and City Ordinance 61998. Under these documents, the City is obligated to maintain the museum building at Volunteer Park by furnishing the necessary water, light, heat, electric power and janitorial or custodial service necessary for the maintenance and operation of the building and as requested by the Museum and is further obligated to keep the building in repair. Nothing in this Agreement shall be construed as an amendment or waiver of the substance of these obligations or the other obligations of the parties under Ordinance 61998 and the 1932 Agreement.

2. The City's obligation to furnish the necessary water, light, heat, electric power, and janitorial and custodial service necessary for the maintenance and operation of the building and as requested by the Museum shall be equivalent to prior service levels and illustrated by services identified in Attachment A.

3. The City's obligation to keep the museum building in repair shall be equivalent to prior service levels and illustrated by services identified in Attachment B.

4. The City shall assist the Museum in seeking and obtaining other sources of funds to augment the City's appropriation in fulfillment of its maintenance and repair obligations.

5. The Museum agrees to provide the following assistance to the City in order to enable the City to more effectively and expeditiously provide the services and benefits required under the applicable ordinance and agreement.

(a) The Museum will annually furnish to the City's Office of Management and Budget, or successor agency, no later than June 30th of each year, a proposed budget describing, by Object of Expenditure, anticipated expenses for the succeeding calendar year for the services and benefits required of the City. This proposed budget shall be prepared with the assistance and cooperation of the City's Department of Parks and Recreation ("Department") and appropriate personnel of the Office of Management and Budget. The Museum's proposed budget shall, to the extent feasible, reflect the parties' actual prior experience with such cost items and the effects of inflation and the increase in age of the Volunteer Park museum building.

(b) The Museum will assist in explaining, refining, revising and improving the annual budget submitted by it to the Office of Management and Budget as requested to do so, consistent with the existing Ordinance 61998, the 1932 Agreement and this Supplemental Agreement. Such budget proposal, upon approval of the Mayor, shall be submitted with the Executive's Proposed Annual Budget to the City Council for review and adoption. Nothing in the procedure shall infringe on the Museum's right to advocate for or to contest the Executive's Proposed Annual Budget as submitted to the City Council. The budget as adopted by the

City Council shall constitute the official annual budget for the Museum for services to be supported by the City as herein provided.

(c) The goods and services required of the City under this Supplemental Agreement and the existing 1932 Agreement between the parties shall be contracted for independently by the Museum, subject to reimbursement by the City from those funds appropriated in the City's annual budget as provided for in 5(b); for such purposes the Museum shall submit to the City on or about the 20th of each month an appropriately executed Billing and Request for Payment for operating costs as described elsewhere herein, and the Office of Management and Budget, with the concurrence of the Department, shall process such Billing for payment by the Comptroller, except that the first (1st) Billing of each subsequent fiscal year shall be accompanied by a complete Statement of Annual Costs for City supported services from the previous year, which, together with such other Museum records as document this statement, shall be available for audit by the City upon reasonable written notice to the Museum.

(d) Parks Department personnel currently employed in janitorial and custodial positions at the Volunteer Park museum building shall continue to provide necessary janitorial and custodial services as City employees until such time as they resign, retire, are terminated or are reassigned upon request of the City or the Museum. Even though such employees shall continue to be governed by the City's Personnel rules and collective bargaining agreements and subject to ultimate direction by

the Superintendent, the Museum agrees to provide assistance to the Department in describing tasks for such employees. At such time as the City employees presently providing janitorial and custodial services at the Volunteer Park museum building individually leave such positions, the Museum may retain its own employee(s) or independent contractor(s) to replace such employee(s). Upon such replacement, the cost of the Museum employee(s) or of independent contractor(s) providing services formerly provided by City personnel, shall, subject to the provision(s) of Paragraph 5(b), be reimbursed to the Museum by the City. All items of equipment presently used by the City personnel in providing janitorial and custodial services shall remain available for use by Museum employee(s) or independent contractor(s) providing such services in lieu of City personnel.

6. The City through the Department shall continue to be responsible for maintenance of all areas of Volunteer Park beyond the exterior walls of Museum buildings, including the parking areas, sidewalks, gardens, curbs, gutters, open spaces and existing exterior lighting not connected to museum buildings, except such continued maintenance by the City staff shall not include maintenance of the walkway from the sidewalk to the main entrance of museum.

7. The parties agree to cooperate in determining the extent to which capital expenditures are necessary and appropriate for the proper maintenance and upkeep of the museum building. The parties further agree to cooperate in seeking and

ATTACHMENT A

Electricity
Heating Oils
Water
Sewer Service
Light Bulbs - not those for special exhibit displays
Florscent Tubes
Spot Lights
Flood Lights
Restroom Supplies
Janitorial Supplies
Electronic Security Monitoring Service
Garbage Disposal
Boiler Inspection
Laundry Service - only custodial/janitorial
Alarm System Batteries
Hand Tools - custodial/janitorial
Janitorial and Custodial Services

ATTACHMENT B

Preventative maintenance as outlined by the Parks & Recreation document no. 060-P-5 dated October 9, 1974.

Normal Maintenance shall continue on the following:

- Doors & Locks
- Plumbing System
- Heating & Humidification System
- Skylights
- Roof Areas
- Electrical System
- Elevators
- Exterior Surfaces
- Exterior Drainage
- Painting and refurbishing of office
and support areas
- Painting and refurbishing of gallery
areas where needed as result of
water seepage
- Foundation Leakage

ORDINANCE 104662

AN ORDINANCE authorizing amendments to the agreement authorized by Ordinance 61998 with the Seattle Art Museum, a nonprofit Washington corporation, successor in interest to the Art Institute of Seattle, to allow charging of fees for admission to the Art Museum in Volunteer Park and to eliminate the right of exclusive use of said facility by said Seattle Art Museum for three days each week.

WHEREAS, the Seattle Art Museum has requested (C. F. 281197) amendments to the existing agreement with the City, dated January 20, 1932, authorized by Ordinance 61998, to permit charging of fees for admission to the Seattle Art Museum, a City facility operated by said Art Museum, to offset rising costs of operation and maintenance; and

WHEREAS, the City desires certain amendments to said Agreement to increase the number of days each week during which the general public may visit said facility and to provide for regulation of certain rule-making functions with respect to operation of said building; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That as of July 1, 1975, the Mayor is authorized to execute and the City Comptroller to attest, for and on behalf of The City of Seattle, in such counterparts as may be necessary, an agreement substantially in the form designated Exhibit "A" hereto, amending that certain agreement, authorized by Ordinance 61998, with the Seattle Art Museum, successor in interest to the Art Institute of Seattle, a nonprofit Washington corporation, dated January 20, 1932, to allow charging of fees for admission to the Art Museum in Volunteer Park, eliminating the right of exclusive use by said corporation for three days each week, increasing the number of days each week said facility is to be open to the public and to add certain other terms and conditions contained in said Exhibit "A", all as recommended by the Mayor in C. F. 281197.

Section 2. That execution of the amendatory agreement authorized in Section 1 hereof and any other act pursuant to the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

Section 3. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 30th day of June, 1975, and signed by me in open session in authentication of its passage this 30th day of June, 1975.

SAM SMITH,
President of the City Council.

Approved by me this 3rd day of July, 1975.

WES UHLMAN,
Mayor.

Filed by me this 3rd day of July, 1975.

Attest: C. G. ERLANDSON,
City Comptroller and
City Clerk.

(Seal) By D. W. ALFREY,
Deputy Clerk.

Publication ordered by C. G. ERLANDSON, Comptroller and City Clerk.

Date of Official Publication in the Daily Journal of Commerce, Seattle, July 8, 1975. (C-119)

MUSEUM

File
ORDINANCE NO. 71290

AN ORDINANCE relating to the Seattle Art Museum and authorizing an admission charge for a special exhibit to be held in a portion thereof between November 1st, 1941, and March 1st, 1942.

WHEREAS, pursuant to Ordinance No. 61998 an agreement was entered into with Art Institute of Seattle, a corporation, now called Seattle Art Museum, regarding the construction, maintenance and operation of an art museum in Volunteer Park, which agreement places restrictions upon charging admission to said Seattle Art Museum and the exhibits therein contained; and

WHEREAS, said Seattle Art Museum has an opportunity to procure for exhibition a highly educational and popular exhibit and has requested (Comptroller's File No. 171269) permission to charge admission to those visiting said exhibit in order to meet the expense necessitated by the transportation and display thereof, and has agreed to underwrite any expense in connection therewith, and to devote any net profits therefrom to war relief purposes; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That for the period between November 1st, 1941, and March 1st, 1942, the Seattle Art Museum, a corporation, is hereby granted permission to make, collect and dispose of such reasonable admission charges as it may deem proper for the exhibition in the Seattle Art Museum in Volunteer Park of that certain exhibit known as the "Mrs. James Ward Thorne's Miniature Rooms". The permission herein granted is limited to the exhibit hereinabove referred to and such portion of the Seattle Art Museum as is cut off from general public access by reason of said exhibit, and upon the further condition that Seattle Art Museum, a corporation, shall underwrite the cost of said exhibit and that the net profit, if any, over and above the cost of procuring, transporting, installing, insuring, exhibiting and delivering such exhibit shall be devoted to war relief purposes, the Seattle Art Museum, a corporation, to indicate its acceptance of the terms and conditions hereof by written acceptance filed with the City Comptroller and ex-officio City Clerk prior to the effective date of this ordinance.

GEW:KLS
9-10-41

Section 2. That Ordinance No. 61998, approved December 11, 1941, and the agreement executed pursuant thereto, are hereby superseded for the period and under the terms and conditions specified in Section 1 hereof.

Section 3. (30 day ending).

APPROVED SEP 24 1941
EFFECTIVE 30 DAYS THEREAFTER

WHEREAS, it is the desire of the parties hereto to have erected as an addition and betterment to said Volunteer Park, for the benefit of the public, an Art Museum building, and

WHEREAS, Margaret E. Fuller and Richard E. Fuller are willing to give to the second party \$250,000.00, to be used for an Art Museum project in the City of Seattle, provided the City of Seattle will permit an Art Museum building to be erected by the second party within the limits of the said Volunteer Park at the present location of the pergola in said park, subject to the provisions of this agreement, and

WHEREAS, it is the desire of the parties hereto to accept said offer and carry out the purposes thereof,

NOW, THEREFORE, in consideration of the aforesaid gift being made and in consideration of the agreements hereinafter set forth and made by the parties hereto, one to the other, it is agreed by and between said parties as follows:

1. Second party will erect and complete on the site hereinafter described, a museum building to cost not less than \$200,000.00, suitable for museum or other park purposes and for use as an adjunct to Volunteer Park, all in accordance with plans and specifications to be approved by the Board of Park Commissioners of the City of Seattle; said building shall be commenced and completed within eighteen months from the date of execution of this agreement and when so completed shall be the absolute property of the first party, subject to the terms of this agreement, said building shall be erected at the site of the present pergola in Volunteer Park, which pergola shall be removed by the second party, the salvage if any, to belong to the first party,

2. That said building shall be constructed solely as a Museum for the display of art objects and for incidental purposes. The selection of objects for display and the arrangement thereof shall be exclusively under the control of the second party and its decision in the matter shall be final and conclusive. As soon after the completion and equipment of said building as practicable, the said second party shall transfer to, and place and arrange in said building, its Museum, library and collections, or such portion thereof as can be properly displayed to the public therein.

3. That all exhibition halls of said building shall on at least four days of each week be kept open and accessible to the public free of charge (from 2 o'clock P.M. until 6 o'clock P.M. if on a Sunday or Legal Holiday, and from 10 o'clock A.M. until 5 o'clock P.M. if on any other day), under such rules and regulations as the second party shall from time to time prescribe, but on the remaining days of the week the same shall be open for exhibition to such persons and upon such terms as the said party of the second party shall from time to

time direct, but all teachers and students of the public schools of the City of Seattle, or other institutions of learning in which instruction is given free of charge, shall be admitted to all the advantages afforded by the said party of the second part, through its Museum, library, apparatus, and collections, or otherwise, for study, research and investigation, free of any charge therefor, and to the same extent and on the same terms and conditions as any other persons are admitted to such advantages as aforesaid, provided, however, that the fees charged at any time by second party for admission to said Museum building shall not be in excess of any amount permitted by first party, and that the net amount so received by second party shall be used only for the purpose of operating and maintaining said Museum in said building.

4. That the Museum, library and collections, and all other property of the said second party which shall or may be placed in said building, shall continue to be and remain absolutely the property of said second party, and the said first party shall not, by reason of said property being placed in said building, or continuing therein, have any right, title, property or interest therein; nor shall the said second party, by reason of this agreement, acquire or be deemed to have any right, title, property or interest in said building, except so far as expressly granted by this agreement.

5. That the said second party shall, on or before the first day of March in every year during the continuance of this agreement, submit to the said first party, its successor or successors, a detailed report of the operations and transactions of the said second party, and all its receipts and payments, for the year ending with the thirty-first day of December next preceding.

6. That the said second party shall have the sole supervision and direction of said Museum, library and collections therein contained, subject to the provisions of this contract and as provided by law.

7. That at all times the Mayor, Comptroller, President of the City Council and the President of the Board of Park Commissioners of the City of Seattle and the President of the School Board of Seattle School District No. 1 shall be ex-officio trustees of the second party, or in the event that any one of said offices shall cease to exist, then such other representative of the City of Seattle as shall be designated by resolution of the City Council or other governing body of said City shall be an ex-officio trustee of said second party.

8. First party will maintain ~~the~~ said Museum building by furnishing the necessary water, light, heat, electric power and janitor and custodian service proper for the maintenance and operation of said building ~~as~~ as requested by second party, and will keep said building in repair.

9. This contract may be terminated by first party after the expiration of three years from the effective date of any ordinance passed for such purpose, or by the second party after the expiration of three years from the date of service of a notice in writing to the said first party or to the Mayor of the City of Seattle of second party's intention so to do.

Dated this _____ day of _____, A. D. 1931.

Section 2. That the control, management and direction of said art museum project, in so far as the same is vested in the City under said agreement, shall be under the jurisdiction of the Board of Park Commissioners.

Section 3 This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor, otherwise it shall take effect at the time it shall become a law under the provisions of the city charter

Passed the City Council the 7 day of DECEMBER, 1931, and signed by me in open session in authentication of its passage this DECEMBER, 1931, *Philip Finstad* President of the City Council

Approved by me this 11 day of DECEMBER, 1931, *Robert H. Starnes* Mayor

Filed by me this 11 day of DECEMBER, 1931, Attest *W. W. Carroll* City Comptroller and Ex-Officio City Clerk By *W. W. Carroll* Deputy Clerk

(SEAL)

Published DEC 16 1931

THIS INSTRUMENT made by and between the CITY OF SEATTLE, a municipal corporation, herein known as first party, and ART INSTITUTE OF SEATTLE, a corporation, herein known as second party, W I T N E S S E T H ;

THAT WHEREAS, the second party is a corporation organized under the statutes of the State of Washington provided for educational, religious, social and charitable corporations, and not for profit.

THAT WHEREAS, the first party is owner of certain property situated within the territorial limits of the City of Seattle known as Volunteer Park, and

WHEREAS, it is the desire of the parties hereto to have erected as an addition and betterment to said Volunteer Park, for the benefit of the public, an Art Museum building, and

WHEREAS, Margaret E. Fuller and Richard E. Fuller are willing to give to the second party \$250,000.00, to be used for an Art Museum project in the City of Seattle, provided the City of Seattle will permit an Art Museum building to be erected by the second party within the limits of the said Volunteer Park at the present location of the perzole in said park, subject to the provisions of this agreement, and

WHEREAS, it is the desire of the parties hereto to accept said offer and carry out the purposes thereof,

AND, W. J. R. R. R. R., in consideration of the aforesaid gift being made and in consideration of the agreements herein after set forth and made by the parties hereto, one to the other, it is agreed by and between said parties as follows:

1. Second party will erect and complete on the site hereafter described, a museum building to cost not less than \$100,000.00, suitable for museum or other park purposes and for use as an adjunct to Volunteer Park, all in accordance with plans and specifications to be approved by the Park Board of the City of Seattle; said building shall be commenced and completed within eighteen months from the date of execution of this agreement and when so completed shall be the absolute property of the first party, subject to the terms of this agreement; said building shall be erected at the site of the present perzole in Volunteer Park, which perzole shall be removed by the second party, the salvage if any, to belong to the first party.

2. That said building shall be constructed solely as a Museum for the display of art objects and for incidental purposes. The selection of objects for display and the arrangement thereof shall be exclusively under the control of the second party and its decision in the matter shall be final and conclusive. As soon after the completion and equipment of said building as practicable, said second party shall transfer to, and place and arrange in said building, its Museum, library, and collections, or such portion thereof as can be properly displayed to the public therein.

3. That the exhibition halls of said building shall on at least four days of each week be kept open and accessible

AGREEMENT w/ MUSEUM

to the public free of charge (from 3 o'clock P.M. until 9 o'clock P.M. if on a Sunday or legal holiday, and from 10 o'clock A. M. until 5 o'clock P. M. if on any other day), under such rules and regulations as the second party shall from time to time prescribe, but on the remaining days of the week the same shall be open for exhibition to such persons and upon such terms as the said party of the second part shall from time to time direct, but all teachers and students of the public schools of the City of Seattle, or other institutions of learning in which instruction is given free of charge, shall be admitted to all the advantages afforded by the said party of the second part, through its Museum, library, apparatus, and collections, or otherwise, for study, research and investigation, free of any charge therefor, and to the same extent and on the same terms and conditions as any other persons are admitted to such advantages as aforesaid, provided, however, that the fees charged at any time by second party for admission to said Museum building shall not be in excess of any amount permitted by first party, and that the net amount so received by second party shall be used only for the purpose of operating and maintaining said Museum in said building.

4. That the Museum, library and collections, and all other property of the said second party which shall or may be placed in said building, shall continue to be and remain absolutely the property of said second party, and the said first party shall not, by reason of said property being placed in said building, or continuing therein, have any right, title, property or interest therein; nor shall the said second party, by reason of this agreement, acquire or be deemed to have any right, title, property or interest in said building, except so far as expressly granted by this agreement.

5. That the said second party shall, on or before the first day of March in every year during the continuance of this agreement, submit to the said first party, its successor or successors, a detailed report of the operations and transactions of the said second party, and all its receipts and payments, for the year ending with the thirty-first day of December next preceding.

6. That the said second party shall have the sole supervision and direction of said Museum, library, and collections therein contained, subject to the provisions of this contract and as provided by law.

7. That at all times the Mayor, Comptroller, President of the City Council and the President of the Park Board of the City of Seattle and the President of the School Board of Seattle School District No. 1 shall be ex-officio trustees of the second party, or in the event that any one of said offices shall cease to exist, then such other representative of the City of Seattle as shall be designated by the City Council or other governing body of said City shall be an ex-officio trustee of said second party.

8. First party will maintain said Museum building by furnishing the necessary water, light, heat, electric power and janitor and custodian service proper for the maintenance and operation of said building and as requested by second party, and will keep said building in repair.

ADT added 1944

9. This contract may be terminated by first party after the expiration of three years from the effective date of any ordinance passed for such purpose, or by the second party after the expiration of three years from the date of service of a notice in writing to the said first party or to the Mayor of the City of Seattle of second party's intention so to do.

Dated this 20th day of January, A.D. 1932.

Signed Robt Starke

Filed 1/20/32

Filed - H W Curran

Signed Art Incl.
by Richard Fuller
President

attach:

H. C. True
Secretary.