

THIS AGREEMENT, made and entered into this ^{4th}.....day
of ~~September~~ ¹⁹⁰³ thousand nine hundred and three, by and between
W. A. Jones, Commissioner of Indian Affairs, for and on behalf
of the United States of America, party of the first part, and
Nelson Rich, of Prosser, Yakima County, State of Washington,
party of the second part, for his heirs, executors, adminis-
trators, and assigns,

WITNESSETH: That the said parties have covenanted and
agreed, and by these presents do covenant and agree, to and
with each other, as follows:-

ARTICLE 1. That the said party of the second part hereby
agrees to furnish all necessary appliances, materials and
labor and to construct an irrigation canal commencing at
Yakima River at a point North ²⁸~~27~~° 46' East ¹⁴⁶¹~~1581~~ feet from the
Southwest corner of Section 17, Township 12, North of Range 19,
East of the Willamette Meridian in the County of Yakima, State
of Washington, and running thence in a southerly direction and
thence in a southwesterly direction to a point near the quarter
corner on the west side of Section 36, Township 12, North of
Range 18 East, all being in the Yakima Indian Reservation in
said County and State, in strict and full accordance with the
requirements of the specifications for said work, a copy of
which is hereto attached and made a part hereof, except as
herein modified.

ARTICLE 2. The said party of the second part further agrees
that the head works and all work connected therewith shall be
completed on or before January 1, 1904, and that all other
work within the terms of this contract shall be completed on
or before May 1, 1904.

ARTICLE 3. It is hereby further expressly understood and agreed that should the said party of the second part neglect, fail or refuse to complete the headworks within the time above specified, for the completion of said headworks, then there shall be deducted fifteen dollars per day from the contract price hereinafter stipulated to be paid for each and every day that the completion of said headworks may be delayed beyond the time above specified for their completion; and that should the party of the second part neglect, fail, or refuse to complete the entire work within the terms of this contract on or before the said First day of May, 1904, then there shall be deducted the sum of twenty-five dollars per day from the contract price for each and every day that the completion of the entire work may be delayed beyond the time above specified; and the said party of the second part agrees to accept and receive said contract price less the said sums of fifteen and twenty-five dollars per day for each and every day of delay, as above set forth, in full payment for the work: Provided, That if through any fault of the party of the first part the party of the second part is delayed in the execution of the work included in this contract the party of the second part shall be allowed one working day additional to the times above stated for each and every day of such delay so caused, the same to be ascertained by the Commissioner of Indian Affairs; Provided Further, That no claim shall be made or allowed for damages that may arise out of any delay caused by the party of the first part.

ARTICLE 4. It is hereby further expressly understood and agreed that the headgate shall consist of nine gates two of which shall have ball-bearing lifting device and seven gates

to have lever and ratchet lifting device, or of seven gates all to have ball-bearing lifting device, at the option of the said party of the first part, said lifting devices in either case to be furnished by the party of the first part and put in place and attached by the party of the second part.

ARTICLE 5. That for and in consideration of the faithful performance of the stipulations of this agreement, the said party of the first part, acting for and in behalf of the United States, covenants and agrees to pay, or cause to be paid, unto the said party of the second part, the sum of twenty-five thousand six hundred and sixty-six dollars (\$25,666.), as follows, towit: At the beginning of each month the work done prior thereto will be measured and valued by the engineer in charge thereof, in accordance with the contract prices as hereinafter stipulated and agreed, and the party of the second part will be paid for headgates and work connected therewith sixty (60) per centum of the value thereof until the headworks are completed, when eighty (80) per centum of the value thereof as aforesaid will be paid. For excavation and embankment in canal construction sixty (60) per centum of the value thereof as aforesaid will be paid until the entire work is completed when 80 per cent. of the total value of the work will be paid. and accepted by the Government, The remaining balance of twenty (20) per centum will be paid to the said party of the second part upon the expiration of ninety (90) days after the final completion and acceptance of the work; provided that there are no liens or other liabilities on or against the work, or contractor for labor, board of men, or teams, while employed on the work, or for material or appliances furnished the contractor, (the party of the second part) for the work.

When satisfactory evidence shall have been furnished to the Commissioner of Indian Affairs that all such liens or claims have been settled, the entire balance due the said party of the second part will be paid.

ARTICLE 6. It is hereby further expressly understood and agreed that the said sum of twenty-five thousand, six hundred and sixty-six dollars (\$25,666.00) is based upon the following approximate estimate of quantities and materials other than hardware, towit:-

| | |
|--|------------------|
| Excavation from station 7+52 to station 231+07 | = 139000 cu.yds. |
| Wet excavation as specified, | = 300 " " |
| Lumber, select common, | = 29000 ft.B.M. |
| Lumber, select, | = 2265 ft.B.M. |
| Rubble masonry, | = 508 cu.yds. |
| Concrete, | = 51 " " |
| Riprap, estimated, | = 300 " " |

ARTICLE 7. It is hereby further expressly understood and agreed that should any of the quantities exceed the above estimates the said party of the second part shall be paid therefor as follows, towit:-

| | |
|---|-----------------------------|
| Excavation, | 12 1/2 cents per cubic yard |
| Wet excavation for foundation of headworks below grade of 79. | \$1.00 per cubic yard |
| Riprap, | \$1.25 per cubic yard |
| Concrete, | \$9.00 per cubic yard |
| Masonry, | \$8.00 per cubic yard |

and that should any of the quantities be less than the said estimates in Article 6 of this contract deduction shall be made from said contract price of twenty-five thousand six hundred and sixty-six dollars (\$25,666.00) for such quantities at the rates per cubic yard above specified.

ARTICLE 8. It is hereby further covenanted and agreed by and between the parties hereto that in case of the failure or refusal of the said party of the second part to comply with the stipulations of this contract according to the true intent and meaning thereof, then and in that event the said party of the first part shall have the power, after having given due notice thereof in writing to the said party of the second part, to take possession of the said work, in whole or in part, and of all machinery and tools employed thereon and all materials belonging to said party of the second part delivered on the site and at the expense of said party of the second part, to complete or have completed the said work, and to supply or have supplied the labor, materials, and tools of whatever character necessary to be purchased or supplied by reason of the default of the said party of the second part; in which event the said party of the second part and his sureties of the bond to be given for the faithful performance of this agreement shall be further liable for any damages or additional cost incurred through such default and any and all other breaches of this contract.

ARTICLE 9. It is further covenanted and agreed that in the execution of the said work the party of the second part will comply strictly with the provisions of the act of Congress approved August 1, 1892, relating to the limitation of the hours of daily service of laborers and mechanics employed upon the public works of the United States and the District of Columbia, and the act of Congress approved August 13, 1894, for the protection of persons furnishing materials and labor in the construction of public works.

ARTICLE 10. It is expressly agreed and understood by the party of the second part that in conformity to the requirements of section 3737 of the Revised Statutes, neither this contract nor any interest therein shall be transferred to any other party or parties, and that any such transfer shall cause the annulment of the contract so far as the United States are concerned; all rights of action, however, for any breach of this contract by the contracting parties being reserved to the United States.

ARTICLE 11. It is further agreed and understood that no Member of or Delegate to Congress, officer, agent, or employee of the Government shall be admitted to any share or part in this agreement or derive any benefit to arise therefrom.

ARTICLE 12. It is hereby further covenanted and agreed that the materials delivered and the work done under this contract shall be subject to the inspection of the party of the first part, or of other person or persons appointed by him, with the right to reject any part thereof not in accordance with this contract; and the decision of the said party of the first part shall be final.

ARTICLE 13. It is further agreed and understood that this agreement is not of full force and effect until approved by the Secretary of the Interior.

IN WITNESS WHEREOF, the parties hereto have hereunto

subscribed their names and affixed their seals this... 4/16-.....

day of... September... A. D. 1903

All erasures and interlineations made before signing.

WITNESSES:

.....

 (For party of first part)

.....
 (SEAL.)
 Commissioner of Indian Affairs.

.....

 (For party of second part)

.....
 (SEAL.)
 (Principal to sign here with
 full first name.)

Indian Office

1903

62207

Incl. No. 2

ARTICLES OF AGREEMENT

BETWEEN

DEPARTMENT OF THE INTERIOR,

WASHINGTON, Sept. 25, 1903.

The United States of
America by W. A. Mearns
Commissioner of Indian Affairs

Approved

AND

Nelson Rich

For Immigration Construction

Dated Sept. 4, 1903.

Expires, 190..

Bond, \$ 70000

J. L. Ryan
Acting Secretary

SURETIES:
(American)
(Bonding Company) \$ 20,000
(of Baltimore)
.....

Registered, Contract Book
No. 1 p. 30.

N.B. To be made in triplicate
and sent to Office of
Indian Affairs.

All contracts must be sealed
by wax or other adhesive
substance.