

Contract No. NTC-2  
January 12, 1937

This agreement (indenture) entered into by and between the Northwest Territory Celebration Commission, hereafter known as the Owners, party of the first part, and Gutzon Borglum, hereafter known as the Sculptor, party of the second part, agree and determine that Sculptor shall create and deliver to the Owners design and model in the form of a group of one or more men and women representing the pioneers who constituted the first organized American settlement west of the thirteen original states.

The Sculptor agrees to design and produce a sketch model between 20" and 30" in height, representing the idea and plan for the Memorial later to be cut and shipped to Marietta. He further agrees that such model shall be delivered to the Commission for their approval, on or before the 15<sup>th</sup> of January, 1937.

The Commission agrees that within two weeks after date of presenting that model that suggestions for changes or corrections, with authority to proceed with large model shall be determined on and communicated to the Sculptor. Immediately following the receipt of this information, the Sculptor agrees to begin to do the full size model, which he agrees shall be made in the full dimensions of the final Memorial to be placed in the Park. The Sculptor further agrees to make the small model and the large model and to deliver these to the Commission at Marietta, free of all cost or sundry expenses to the Commission in the way of shipments or other expenses. The Sculptor further agrees to determine upon the character of the stone to be selected, the ability and character of the men to be used in carving, and to give the carving of the final group such attention as may be necessary to make it a work of art equal to his known work.

It is further understood that he will assist and advise, with the State Architect, the plans and designs for the base and related architectural stone work to the Memorial on the Commons. That he will give any assistance that is in his ability in relation to the erection of the Memorial and its completion that may be necessary, without any separate charges.

The Owners on their part agree to pay to the Sculptor the sum of \$15,000 for his work, these payments to be divided in the following manner: \$2,000 on the approval of the sketch model; \$2,000 when the large group has been laid up and definite information communicated to the Commission that the large group has been in hand in its full dimensions; \$5,000 when photographs have been furnished the Commission, proving that the large group has been finished in accordance with the approved plans of the small sketch; the balance on the completion of the work. This balance may be divided as may be convenient to the Commission--one-half of it when the full size model is delivered in Marietta and the balance when the stone work is completed and the full Memorial is completed.

This contract is subject to the W.P.A. project involved being made effective as now promised, and should it not go through, proper adjustment will be made to compensate Mr. Borglum for work done to date.

NORTHWEST TERRITORY CELEBRATION COMMISSION

George White, Chairman

E. M. Hawes, Executive Director

Gutzon Borglum, Sculptor

Witnesses;

(s) Marian Baesel

# STATEMENT AND CERTIFICATE OF AWARD

NTC-2  
(CONTRACT NUMBER; OR, IF NOT NUMBERED, GIVE NAME OF CONTRACTOR)

Date January 12, 1937

Northwest Territory Celebration Commission

Marietta, Ohio

(Department or establishment)

(Bureau or office)

(Location)

## METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. (a) After advertising by circular letters sent to \_\_\_\_\_ dealers.  
(b) And by notices posted in public places.  
(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (i)" or "2 (a)," depending on whether or not notices were posted.)
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with \_\_\_\_\_
5. Without advertising, it being impracticable to secure competition because of this being only person who could properly execute this work.

(Here state circumstances under which the securing of competition was impracticable)

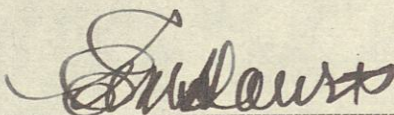
## AWARD OF CONTRACT

- A. To lowest bidder as to price (Expenditures).
- B. To other than the lowest bidder as to price (Expenditures).
- C. To highest bidder as to price (Receipts).
- D. To other than the highest bidder as to price (Receipts).

## CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. 5 of the method of or absence of advertising and in accordance with award of contract lettered \_\_\_\_\_, as shown above; that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

For sculptoring service, designing and supervision of work for Memorial to be erected in Marietta, Ohio and to be dedicated to the first step westward of the United States.



(Signature of contracting officer)

Executive Director  
(Title)

NOTE.—This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer).