

men or materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements on his part herein contained, such refusal, neglect, or failure, being certified by the architects, or by the inspector, the parties of the first part shall be at liberty, after three days part shall be at liberty to terminate the employment of the party of the second part, for said work, and to enter upon the premises and take possession of said building and of all materials therefor, and employ another person or persons to finish the work and to provide materials therefor; and in case of such discontinuance of the employment of the contractor, he shall not be entitled to receive any further payment under this contract, until the said work shall be wholly finished; at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the parties of the first part in finishing the work, such excess shall be paid by the parties of the first part to the party of the second part; but, if such expense shall exceed such unpaid balance, the contractor shall pay the difference to the parties of the first part.

Tenth—The party of the second part agrees to furnish suitable material for the building described in said drawings and specifications, and in all respects the material used shall be suited and fitted for the place in which it is to be used. The material to be of the best quality necessary for the purpose indicated by and of the kind specified in the drawings and specifications. And it is also agreed by the party of the second part that he will furnish the best quality of workmen and workmanship necessary to do the kinds of work specified in the drawings and specifications.

Eleventh—Should extra concrete be necessary in laying the foundation or basement, the price for such extra work shall be thirty-five cents per cubic foot; and extra stone work for foundation shall be paid for at the rate of eighty cents per cubic foot.

Twelfth—The plans, drawings, and specifications for the said building have been on exhibition, and have been prepared by the architects aforesaid, are hereto attached, and are hereby made a part of this contract; and any additional drawings and specifications which may hereafter be made by the architects in explanation and furtherance of said plans may be referred to for the purpose of illustrating this contract.

Thirteenth—The contract between the said architects and the said parties of the first part is also referred to, and made a part hereof, and the work therein specified for the contractor is work to be performed under this contract, by the said party of the second part, except that the Exhibit "X," referred to therein, has been modified and supplied

by new specifications and those new specifications are controlling and are intended to apply in this contract.

And that time is the essence of this contract; and should the party of the second part fail to complete the erection and construction of said building as hereinbefore specified and within the time agreed upon, he, said party of the second part, shall pay and will pay to said parties of the first part, their successors, or assigns, at the rate of \$50.00 per day, for the time which may elapse, or run from the date at which said party of the second part has agreed herein to complete the erection and construction of said building, and that date at which it shall thereafter be completed, as rent for said building, had it been completed at the time first aforesaid; and as fixed and liquidated damages to be paid by the said party of the second part to the parties of the first part, for such failure and delay.

Fourteenth—The architects shall furnish monthly certificates to the party of the second part of the proportionate amount of the work done by him, that is, the value of the work; in view of the entire cost of the building, and on such certificate, so furnished by the present architects or by their successors, the parties of the first part agree to pay to the party of the second part ninety per cent. thereof; provided, however, that whenever required by the said parties of the first part, the said party of the second part shall make and furnish a full, true and correct statement of all debts due by him and to whom due, for work done upon and materials used in the construction of the said building, which shall accompany said certificates, and thereupon the first parties, should they deem it advisable, may pay the said amounts for labor and materials to said respective laborers and materialmen, and such payments shall be held to be payments by said first parties to said second party.

Fifteenth—It is further agreed by the party of the second part, in consideration of the covenants herein contained, that before this agreement shall be of any binding force upon the parties of the first part, and before entering upon the said work and labor, that he will furnish to the said parties of the first part a bond, with sufficient sureties to their satisfaction and to the satisfaction of each of the said parties, in the penal sum of thirty per cent. of the amount of his said bid, to-wit: In the penal sum of \$118,400, conditioned that the said contractor, party of the second part, will faithfully perform this contract on his part in all respects.

Sixteenth—That the said parties of the first part shall in no way be responsible or liable for any accident, injury, or damage that may occur to any person or persons in the construction of said building, by reason of any default, carelessness, negligence, or misconduct of said party of the second part, or that of his heirs, executors, administrators or assigns, or his or their employees; and the said party of the second part, in consideration of the premises hereof, agrees for himself, his heirs, executors, administrators and assigns, to save the said parties of the first part, their successors or assigns, free and harmless from and against any liability, loss, expense

or damage of any kind arising out of any such default, carelessness, negligence, or misconduct, or which may occur by reason of any accident or injury which may happen or occur in or by reason of the construction of said building, and to indemnify and repay said parties of the first part for any loss, costs, expenses, judgment or damage of any kind that they or either of them may sustain by reason of any such default, negligence, misconduct or injury, and in case of any judgment recovered in any of the said premises against the said parties of the first part, or either of them, shall be conclusive as to the liability of the said second party, his heirs, executors, administrators or assigns, to the first parties, or either of them, as the case may be; provided that said second party, his heirs, executors, administrators or assigns, shall have notice of the pendency of the action in which such judgment may be recovered.

Seventeenth—And it is further mutually agreed that said party of the second part hereby expressly agrees that the liability of said city and county to him is not a joint liability, but that said city and county shall each respectively be liable to said second party for only one-half of all amounts which shall become due under the terms of this contract.

Eighteenth—It is expressly agreed by the parties hereto that the agreements herein contained shall apply to and bind the respective heirs, executors, administrators, successors and assigns of the respective parties thereto.

In witness whereof, the parties of the first part, said Salt Lake City, by resolution of the City Council, has caused these presents to be subscribed by its mayor, and its corporate seal thereto affixed and attached by its recorder; and said Salt Lake County, by a resolution of the county court, has caused these presents to be subscribed by the chairman of said county, and the seal of said court thereto affixed, and attested by the clerk of said court; and also said second party has hereunto set his hand and seal, the date herein first written.

Salt Lake City Corporation,
By

Attest: Mayor.

City Recorder,
Salt Lake County,

By
Chairman of the County Court.

Attest:

.....
Clerk of the County Court.

In presence of

..... (Seal.)
..... (Seal.)
..... (Seal.)

MEETING OF THE FEDERATED TRADES AND LABOR COUNCIL.

President G. R. Sleater presided over a meeting of the Federated Trades and Labor council Sept. 25th. Delegates from nearly all the trades were present, as well as a number of non-delegatees.

The committee on joint city and county building reported that the joint committee for the city and county had agreed on the bid of contractor Bowman as the one which they would recommend to the city council for adoption.