

contract between said city and county as parties of the first part, and said Bowman as party of the second part, said Bowman being the lowest responsible bidder, and the mayor of said city be and he is hereby instructed to subscribe the name of said city to said contract and the city recorder to attest such signature and affix the corporate seal of said city thereto and as and for the corporate act and deed of said city.

Mr. Bowman submitted the names of the following as his

BONDSMEN:

J. C. Glanfield, Thomas Guest, George Olson, F. D. Clift, F. Roberts, Lynn & Co., Sierra Nevada Lumber Company, Boyd Park, B. Harvey, Salt Lake Hardware Company, Van Dyke, O. Groshell, George Mullett, Harry Haynes, W. Simpkins, Sears & Liddle, Madsen & Co., Arthur Brown, B. Cannon, Sam Ewing, Masou & Co., Morrison & Co., Cunningham & Co., E. C. Coffin, F. M. Bishop, Yeadon and Heath, W. H. Remington.

On motion of Councilman Young, the matter of determining the sufficiency of the sureties was referred to the representatives of the city on the joint committee.

NOT LEGAL.

A communication was received from the Federated Trades, asking that a clause be inserted in the contract, making eight hours' work on the building a day's work, but it was stated that the matter had been already referred to attorneys, who decided that the committee had no legal right to put such a clause in the contract. No action was therefore taken.

AGREEMENT BETWEEN SALT LAKE CITY AND J. H. BOWMAN.

The joint building contract which was read at the special session of the City Council September 25 and voted for by all the councilmen except Messrs. Young and Hyde is an interesting document, and is given to the public for the first time, this evening, by the NEWS. It is as follows:

AGREEMENT.

Whereas, Salt Lake City, acting by virtue of a resolution of the City Council thereof, and Salt Lake County, acting by virtue of a resolution of the County Court of said county, have heretofore agreed together to erect a joint public building, in the city and county of Salt Lake, upon ground commonly known as the Eighth Ward Square,

And whereas, the said Salt Lake City and county have employed as architects for the building the firm of Monheim, Bird & Proudfoot, and the said architects have furnished plans, specifications, and drawings for the said city and county building.

And whereas, offer for bids has been made for the said building, by printed notice in the public press, in Salt Lake City, a copy of which is as follows:

"SEALED PROPOSALS."

"Sealed proposals will be received at the office of the County clerk, Salt Lake City, Utah, until 2 p. m., September 22nd, 1891, for all the labor and material required in the erection of the joint city and county building for Salt Lake City and County, at Salt Lake City, Utah Territory, according

to the plans and specifications, which can be seen at the office of Monheim, Bird & Proudfoot, architects, Salt Lake City, Utah Territory.

A certified check for two per cent. of the bid must accompany each bid.

Bids must be sealed and endorsed 'Bid for the construction of the joint City and County building, Salt Lake City, Utah Territory,' and addressed to the chairman of the joint building committee.

The committee reserves the right to reject any or all bids."

"GEORGE M. SCOTT,
Chairman."

And whereas, John H. Bowman has submitted a bid to do the said work for the sum of \$377,957;

Now, therefore, this agreement made between the said Salt Lake City and Salt county, parties of the first part, and the said John H. Bowman, party of the second part, made this day of September, 1891, witnesseth—

First—That the said parties of the first part do hereby hire and employ the said party of the second part to enter upon the said premises in the said city of Salt Lake, known as the Eighth Ward square, and to erect thereon the building described in the said plans, drawings and specifications of the said architects, and to furnish all material and labor therefor. And in consideration of the erection thereof, the said parties of the first part agree to pay therefor the sum specified, to-wit: \$377,957.

Second—The party of the second part agrees to at once enter upon the premises aforesaid, to commence the labor of erecting the said building, and to continue the same without intermission, interruption, or delay, until the same shall be completed; and agrees to complete the same on or before the first day of October, 1893.

Third—The party of the second part agrees that the building shall be entirely completed by him according to the said plans, drawings and specifications in every particular. That in the construction of said building there shall be no extras, unless the same are agreed to by the parties of the first part.

That all things necessary to be done for the full and complete erection of the said building shall be construed to be within the terms of the contract, and to be within and part of the said price to be paid by the said parties of the first part.

Fourth—If at any time the work on the said building is prevented or delayed, by any act of either of the parties of the first part, or by any litigation from any taxpayer or other source, the time of such delay shall be excluded from the time within which this building is to be completed; and the party of the second part shall have that much additional time in which to complete the said building; the time of such extension being only the time during which any injunction may prevent the building of said structure, or during which the work may be suspended, by order of both of the parties of the first part. And the said parties of the first part, or either of them, shall not be liable to damage to said party of the second part, in any sum whatever, by reason of any action or proceeding which may be instituted in any court

whatever, by any person or persons whomsoever, by or in which said parties of the first part, or either of them, may or shall be temporarily restrained or perpetually enjoined in or from the construction of said building or any part thereof, except for labor performed upon the materials furnished for the construction of such building by said parties of the second part.

Fifth—All alterations in plans, drawings and specifications can only be made by the joint agreement of both the parties of the first part, and in case of such alteration made as aforesaid, the party of the second part shall only receive pay for such extra labor and trouble and expense as the alteration thereby caused shall be reasonably worth. All work specified in either the drawings and specifications or necessary to the completion of any work indicated therein shall be completed and fully performed, and all material to be used in the construction of said building shall be of the kind specified in the plans and specifications, and shall be furnished by the party of the second part. Everything else connected with the said building necessary for the full completion thereof, and ready for use is to be furnished and done by the party of the second part, for the consideration aforesaid.

Sixth—The work shall, at all times, be open for inspection and examination by the architects or by any person appointed by them, and also to any person or persons appointed by either of the parties of the first part; the said parties of the first part reserving hereby the right, either separately or jointly, to appoint one or more inspectors of the work as it progresses; and any inspector or inspectors, whether appointed generally or specially for the whole or any part of the work, shall at all times have the right to visit and examine, inspect and test the work, and all material that goes into it.

Seventh—The contractor shall not let, assign, or transfer this contract, or any interest therein, without the written consent of both of the parties of the first part.

Eighth—The party of the second part shall effect insurance on said building, in his own name, against losses, or damage by fire, in such sums as may, from time to time, be considered of the value of the building, and materials, in and upon the premises; the said policies being made payable to the said party of the second part, and in case of losses, the money collected thereupon shall be used for the benefit of all parties hereto, as their interest may appear; and in case of failure to so insure by the second party, the parties of the first part are at liberty to insure in their or either of their names, to the extent of any interest that they may have in the said building; and the money collected by them shall be used for the benefit of the parties hereto, as their interest may appear. And the premium paid for such insurance by the first parties shall be repaid them by the second party and may be retained by them at any time out of any money that may be due the second party by the first parties.

Ninth—Should the contractor, at any time refuse or neglect to supply the proper sufficiency of skilled work-