

Fred J. May, Wiscomb & Co. and S. A. Keener.

#### RYAN AND GRIFFIN'S OBJECTION.

Gentlemen,—We beg leave to lay before you a few facts and suggestions in regard to the discrimination against us and in favor of the Barber Asphalt company of New York, by the board of public works, in the matter of the contract for paving of Main, First and Second South streets in this city, and to ask that you will reject the proposed contract with the Barber Asphalt company and award the same to us for many good and substantial reasons, among them the following:

First—The bid of the Barber company was and is informal; did not conform to articles 2 and 12 of instructions to bidders, and under the rules established by the board should not have received any consideration.

Second—The board made an unfair and misleading calculation to show the difference in the total price under our respective bids. Instead of our bid being \$175 the lowest, as erroneously reported by the board, it is actually \$4525 the lowest, as will fully appear from the following statement. The estimates of the city engineer of the amount of work and material involved in the contract is

11,000 linear feet of block paving.	
15,000 square yards of block paving.	
29,000 square yards of asphalt paving.	
The Barber Company's bid is:	
10,000 feet curbing at \$1.01.....	\$11,110
15,000 square yards block paving at \$2.79.....	\$41,850
29,000 square yards asphalt paving at \$3.18%.....	92,365
Total.....	\$145,325

#### Ryan & Griffin's bid is:

11,000 feet curbing at \$1.15.....	\$12,650
15,000 square yards block paving at \$2.55.....	\$38,250
29,000 square yards asphalt paving at \$3.10.....	69,900
Total.....	\$140,800
Difference in favor of Ryan & Griffin, \$4525.	
This certainly is a sum worth saving to the city.	

Third—The board is mistaken when they assert that the standing reputation and record of the Barber company is such as entitles it to special consideration. Its record in Omaha, Denver, St. Joseph, New York and Buffalo and other cities where it has operated and laid pavements is such as to cause any person or corporation dealing with it to use great caution and to resolve all doubt against it.

Fourth—We have grading and paving outfits, machinery and materials in hand and at our command that will enable us to commence and vigorously prosecute the work within forty-eight hours after the contract is awarded us.

Fifth—We are citizens and taxpayers of Salt Lake, and will employ Salt Lake workmen and also Utah material, unless the council or board of public works desire other material, when we are willing, ready and able to comply with their wishes.

Sixth—We offer as bondsmen the well known capitalists and citizens of Salt Lake City, Matthew Cullen and Allen G. Campbell. Instead of bonds in the sum of \$3,500 as required by the board for the faithful performance of the contract we stand ready and offer to give bonds for the full amount of the contract price, or \$140,800.

In conclusion let us say we offer to take and fulfill the contract with first-class work and material, under a perfect bond and guarantee to the city, and at a price absolutely \$4,525 lower than any other bidder.

Gentlemen, will you not award us this contract? Respectfully submitted.

RYAN & GRIFFIN, Contractors.

Accompanying the above communication was the following affidavit:

D. S. Griffin and P. L. Reece, being duly sworn, say that on or about Monday, Aug. 6, 1892, in behalf of Ryan & Griffin, bidders for paving, we took and deposited in the rooms of the board of public works all the samples of the articles and materials called for by the advertisement and instructions to bidders on the contract to pave Main street, First and Second South streets. These specimens were properly marked and labeled, and consisted of samples of granite and sandstone to be used in paving and curbing, Utah asphalt, California asphalt, bituminous rock, cement, sand and gravel. That if the same were lost, removed or stolen it was not with the knowledge, consent, or procurement of said Ryan & Griffin; that on the 30th day of August we learned for the first time that some of said samples had been mislaid or lost; that this was in no manner the fault of the said Ryan & Griffin, and said Ryan & Griffin now tender to the board of public works and the Council samples of said articles and materials.

D. S. GRIFFIN,  
P. L. REECE.

#### THE PAVING CONTRACT.

The board of public works submitted the contract for the Main and First and Second South street paving, stating that the committee had executed a bond in the sum of \$35,000 with John Sharp and C. W. Lyman. The board then says that the bid of the Barber company is \$175 higher than the lowest bid, and gave the following reasons for accepting the higher bid: First, the Barber company is an old established company, having long experience and a national reputation as contractors for asphalt pavements. Second, they have every facility necessary to execute the work, and are able, in our opinion, to do it more promptly and efficiently than any other bidder. Third, it is the unanimous opinion of this board that the interests of the property owners will be best served by awarding the work to the Barber company, and we therefore do and recommend accordingly.

The bids were as follows:

Culmer-Jennings Paving company of Salt Lake City—	
Curbing.....	90¢ c. per linear foot
Paving with granite blocks.....	\$3.54 per square yard
Paving with sandstone.....	\$3.44 " " "
Paving with asphalt.....	\$2.99 " " "
Paving with bituminous or asphalt rock.....	\$2.90 per square yard
(Bondsmen—S. W. Morrison and E. C. Coffin.)	
Houlaban, Griffith and Morris of Salt Lake City—	
Five-inch curbing.....	\$1.20 per linear foot
Paving with granite block.....	\$3.52 per square yard
Paving with sandstone.....	\$3.52 per square yard
Paving with bituminous or asphalt rock.....	\$3.34 per square yard
(Bondsmen—E. C. Chambers and George Y. Wallace.)	
Ryan and Griffin of Salt Lake City—	
Five-inch curbing, sandstone.....	\$1.15 per linear foot
Five-inch curbing, granite.....	\$1.40 per linear foot
Paving with granite block.....	\$2.76 per square yard
Paving with sandstone.....	2.25 per square yard
Paving with asphalt.....	3.45 per square yard
Paving with bituminous or asphaltic rock.....	3.10 per square yard
(Bondsmen—Matthew Cullen and Allen G. Campbell.)	
Hobson and Wilkerson of Ogden—	
Five-inch curbing.....	\$1.16 per linear foot
Paving with granite block.....	4.15 per square yard
Paving with bituminous or asphaltic rock.....	3.40 per square yard
(Bondsmen—E. C. Coffin and Seth W. Morrison.)	
Barber Asphaltum Company of New York, by E. C. Squires, attorney in fact—	
Five-inch curbing, sandstone.....	\$1.01 per linear foot
Paving with sandstone.....	2.79 per square foot

Paving with asphalt....\$3.18% per square foot (Bondsmen—S. W. Lyman and George Y. Wallace.)

Folland moved that the bid of the Barber Asphalt company be rejected. Hardy seconded the motion.

Rich moved that all the representatives of the competing bidders be allowed to present the claims of their respective companies.

Evans seconded the motion.

Beardsley moved to limit each speaker to fifteen minutes.

Simondt moved to amend by limiting them to ten minutes.

Moran said he was not opposed to hearing from each of the firms but he was certainly opposed to them speaking from any other standpoint than that set forth in the specifications. He moved as a substitute that each representative be allowed to speak as long as he wished—all night if necessary.

#### THE BARBER CO'S STATEMENT.

Mr. Squires of the Barber Asphalt Company that the "large experience" of his company comprised the laying of 7,000,000 square yards. As to the plant that his company wished to erect here would be permanent. Its cost would be at least \$20,000 exclusive of the ground on which it would be erected. It was true that their material was brought from the West Indies; it was mined by cooler. It was used because it had no equal so far as discovered. If Utah asphalt should prove a success, the Barber company would become layers of the same, it had several thousand acres of asphalt ground in this Territory but it had not been sufficiently tested to use. As to the labor to be employed they would only bring five men here; the remainder would be Utah workmen. The five men referred to were experts and could not be found in Utah. One would be superintendent; two foremen and a raker.

Rich—Mr. Squires, What proportion of your material is imported?

Mr. Squires—Three per cent.

Moran—The specifications call for ten per cent. of asphaltum.

Mr. Squires—I mean simply three per cent. of the base and covering. Your specifications only refer to the top covering.

Wantland—Is it not your intention to use Utah material if it will stand the test?

Mr. Squires—Yes, sir, and employ Utah laborers to lay it.

#### THE CULMER-JENNINGS COMPANY.

H. L. A. Culmer of the above named company said all the members of his firm were bona fide residents of the Territory; they had been identified with its interests from their childhood. Again, curs is the lowest bid properly offered. He did not know, but he understood there were interlinations in the bid of the Barber company; this was a violation of the specifications. He had demanded of the chairman of the board of public works to be allowed to examine the Barber bid after it had been opened and become a public document but for some unaccountable reason he refused absolutely to show them. In numerous ways the bid of the Barber company was informal and he said it should be rejected.

If the home company was to be thrown out to one side for the benefit