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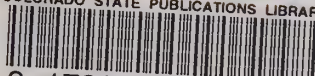
Colorado. Board
of Capitol Managers.

Biennial Report.

1888

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COLORADO STATE CAPITOL BUILDING, DENVER.

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THIRD BIENNIAL REPORT

OF THE

BOARD OF CAPITOL MANAGERS

TO THE

General Assembly

OF THE

STATE OF COLORADO.

DECEMBER 1, 1888.

DENVER:

THE COLLIER & CLEVELAND LITH. CO., STATE PRINTERS.

1888.



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STATE OF COLORADO,
Office of the BOARD OF CAPITOL MANAGERS, }
DENVER, December 1, 1888. }

To His Excellency,

ALVA ADAMS,

Governor of the State of Colorado :

SIR:

We have the honor to submit for your consideration, the Third Biennial Report of the transactions of the Board of Capitol Managers, which we request you to lay before the next General Assembly, in accordance with the law.

Respectfully,

JOHN L. ROUTT,
DENNIS SULLIVAN,
ALFRED BUTTERS,
E. S. NETTLETON,
GEORGE W. KASSLER,
M. SPANGLER,
Managers.

Board of Capitol Managers.

ALVA ADAMS, *Governor and ex-officio Chairman.*

JOHN L. ROUTT,

EDWIN S. NETTLETON,

DENNIS SULLIVAN,

GEORGE W. KASSLER,

ALFRED BUTTERS,

MICHAEL SPANGLER.

DONALD W. CAMPBELL, . . . *Secretary.*

PETER GUMRY, *Superintendent.*

THOMAS MULLEN, *Ass't Superintendent.*

E. E. MYERS, *Architect.*

GEDDIS & SEERIE, *Contractors.*

REPORT

OF THE

Board of Capitol Managers

OF THE

State of Colorado.

DENVER, COLO., Dec. 1, 1888.

To the General Assembly of the State of Colorado:

In accordance with the provisions of an act of the General Assembly of the State of Colorado, entitled "An Act to provide for the erection of a State Capitol Building at the City of Denver, and creating a Board of Management and Supervision, and appropriating funds therefor," approved April 1, 1885, the Board of Capitol Managers respectfully present the following report of their transactions since December 1, 1886, the date of their last report:

The Board have held in all sixty-one meetings for the transaction of business, and two meetings which failed for want of a quorum.

Outside of the routine business of the Board, the following is a synopsis of the important business transacted, grouped under appropriate headings:

DISPOSAL OF LANDS

DONATED TO THE STATE TO AID IN ERECTING A CAPITOL BUILDING.

The State's interest in lots 1 to 16, inclusive, in block 320, Clement's addition, was sold at private sale to Henry C. Brown for \$4,000, in April, 1887. This property was in dispute, Henry C. Brown and the State both having unadjusted claims to it.

On April 15, 1887, the Board advertised the following lots and pieces of land for sale, and invited bids therefore on April 30:

Lots 1 to 36, inclusive, in block 78, Porter's addition to the city of Denver.

Lots 21 to 40, inclusive, in block 24, Evans' addition to the city of Denver.

A piece of land in Browne's addition to the city of Denver, described as "commencing at the south-east corner of lot two, of the north-west quarter of section 2, township 4, range 68, west, running thence north four hundred and forty-five and one-half feet; thence west eighty-eight feet; thence south parallel with said first line four hundred and forty-five and one-half feet; thence east eighty-eight feet to the place of beginning.

The following pieces of land were sold to the highest responsible bidders on the dates given:

Lots 1 to 36, inclusive, in block 78 of Porter's addition, were sold on May 2, 1887, to M. Spangler for \$36,200.00.

Lots 21 to 40, inclusive, in Evans' addition, were sold on May 28, 1887, to J. A. Cooper for \$40,000.00.

The piece of land in Browne's addition was sold on October 15, 1887, to George McCullough for \$3,033.00

Under the direction of the Board, the Attorney General commenced suit for possession of block 81 of J. W. Smith's addition to Denver; whereupon C. H. Smith offered to compromise by paying the Board \$10,000.00 in money, and conveying block 81 of Brown, Smith &

Porter's addition to Denver to the Board, which proposition was accepted by the Board July 13, 1887, on the advice of the Attorney General.

Block 81 of Brown, Smith & Porter's addition is now the only piece of real estate (beyond the limits of the Capitol grounds) which is now held by the Board.

CHANGE OF PLAN OF BUILDING

BY ENLARGEMENT OF EASTERN STEPS, ETC.

In August, 1887, the Superintendent reported to the Board, that in order to reach secure foundation, he found it would be necessary to excavate deeper than the plans called for under a small portion of the south steps and a considerable portion of the west steps, such increased depth necessitating one hundred and two cubic yards extra excavation and two thousand seven hundred and sixty cubic feet of extra foundation masonry, costing \$572.40, which he recommended the Board to order. The recommendation of the Superintendent was approved and ordered by the Board.

In the same month Architect Myers was instructed to prepare a plan and estimate of cost to enlarge the eastern approach to the building, so that it would be about the same as the west entrance, and subsequently Mr. Myers submitted such plans and estimate of cost, and the Superintendent was instructed to construct the foundations accordingly.

In May, 1888, when re-letting the contract, the Board passed an order increasing the diameter of the smoke-stack from two feet to two feet six inches. This change necessitates a small increase of the footings and foundations.

PROGRESS OF THE BUILDING,
AND RELATIONS WITH CONTRACTOR.

Without any previous notification, written or verbal, the contractor made the following extraordinary claim on the Board, by a letter presented at a meeting held on the date of the same.

DENVER, COLO., October 24, 1887.
TO THE BOARD OF CAPITOL MANAGERS,
Denver, Colo.

GENTLEMEN:—The plans and specifications for the Capitol building require the sub-basement foundation walls to be built of rubble stone, and footing stone to be laid only under the interior walls, and dome and piers. The work so far as it has been executed, is not according to the plans and specifications. The change from the plans and specifications was made at the time the foundation walls were begun upon the concrete bed by your Superintendent and his assistant by verbal direction to my workmen; and such change has run through all the work so far executed.

The changes referred to consist:

First—In requiring dimension footing stone to be laid under all outside walls. This has been done.

Second—In requiring the walls to be built in range work and rubble work; all angles, corners and sides of openings, being required to be built with cut and dimension stone, and on all corners and angles, arises to be cut. This change has also run through the work as far as executed.

To execute change characterized as No. 2, I have been required to break up dimension stone that cost me upon the ground, forty-nine cents per foot; to cut such stone to the requisite dimension, bringing them to a bed, pitched to a line showing rock faced ashlar work, with arises cut upon the corners. The expenditures made by me upon this work, to bring the walls to their present condition (Oct. 15, 1887), are shown in the following schedule:

FOUNDATION STONE, INCLUDING DIMENSION STONE.

9,590 tons, at \$1.83 on ground \$ 17,549 70

FOOTING STONE.

27,386 feet, at 50 cents on ground 13,693 50

CEMENT.

6,281 barrels, at \$3.75 on ground 23 553 75

SAND.

1,298 yards, at 47 cents on ground 610 06

Water 115 65

Labor 27,070 92

Fuel and repair of tools, estimated 2,000 00

Total \$ 84,593 58

On this work the Board has paid 38,936 70

\$ 45,656 88

The payments made to me have been based on estimates for footing stone, 45 cents per foot; foundation stone, 20 cents per foot, but does not include the payments made on extra work. The changes in the wall as first herein referred to, by increasing the cost of material and labor, have produced the result above shown of over \$40,000. Such alteration I now formally ask the Board to make, to make the official action of the Board conform to the change in fact made by the verbal direction of the Superintendent and his assistant, and with the full knowledge and tacit approval of the Supervising Architect.

The work upon this foundation has been executed by me as economically as my experience and the conditions surrounding me would permit.

Very respectfully,

W. D. RICHARDSON,

Contractor.

On the receipt of the above letter the Board called the Superintendent, Assistant Superintendent, Architect and Mr. Campbell, the engineer employed by them, and questioned them at length as to the validity of the claim put forth by Mr. Richardson. The Superintendent and Assistant Superintendent explicitly denied having given any orders whatever, verbally or written, changing the classification of the work, and *all* were emphatically of

opinion that the work was not in any way better than the plans and specifications called for, and if there was any doubt on this point, the balance was against the contractor, as the stone averaged somewhat smaller than was entirely satisfactory. This was also the unanimous opinion of the Board. The one only affirmative of Mr. Richardson's which was admitted, was that arises had been cut on the corners where not called for by the plans, and this was explained by the Superintendent and his Assistant as having been done by the contractor for his own convenience, as it made less labor, and was less liable to lead to error, when the masons could use a batter plumb on the corners than if they had to measure in from stretched lines, and this was the explanation given by the contractor to Mr. Campbell a short time before, when the question was put to him: Why do you cut drafts on these corners? Thereupon the Board resolved that as no orders had been given to the contractor to make any change, and as the work done was not in any respect materially better than the plans and specifications require, the claim of the contractor be disallowed, and the Secretary was directed to so notify Mr. Richardson in writing.

Work was suspended on the Capitol building by the contractor on October 24, 1887, and at a meeting of the Board on October 26, it being known that the creditors of W. D. Richardson had commenced, or were about to commence, attachment proceedings, the Board resolved that the Superintendent and Assistant Superintendent remain upon the Capitol grounds, and notify any and all persons that might attempt to remove or interfere with the working plant of the contractor, or material delivered for the construction of the building, that under the contract, the same belonged to the State, and that the possession thereof would be maintained by the Board.

On the suspension of work by the contractor, the Board directed Mr. Campbell, civil engineer, to measure up all the foundation work done by the contractor, which he did, and reported to the Board at their meeting on November 7. As Mr. Campbell found that the contractor had greatly under-estimated in his schedule, the quantities of material required for the foundation, he based his report on the quantities required to complete the same to the ground line, which was a point at which comparison could be made with the figures in the contractor's schedule.

This report, as revised, showed that at Mr. Richardson's schedule rates, it would cost \$55,112.05 to complete the same to the point of comparison, whilst only \$43,749.84 would be due Mr. Richardson at the same point. This discrepancy being caused by an under-estimation of quantities in the schedule, whilst payments had been made by actual measurement of work done.

Mr. Campbell's report, as made to the Board on November 7, and a revision of the same, as requested by Mr. Richardson, who took exception to five items in the first report (which revision was reported to the Board, December 7, 1887), are printed in Appendix "B."

At a meeting of the Board November 7, a resolution was adopted requesting the Attorney General to defend two separate garnishment suits, instituted by the Union Pacific Railway Company and King & France, respectively, creditors of W. D. Richardson, in which the Attorney General was instructed to make answer that the Board was not in any manner indebted to Richardson, nor were they so indebted at the time the garnishee summons was served, and leaving the Attorney General free to make such protest in the case on their behalf, as to the rights of the parties pleading as he might deem proper in the case.

The Board also instructed the Attorney General to notify George M. Brinkerhoff, and Frank W. Tracey, both of Springfield, Illinois, bondsmen of W. D. Richardson, contractor, that said Richardson was not proceeding with the work, etc., and the following notice was addressed and mailed to each of them:

“DEAR SIR:—I am instructed by the Board of Capitol Managers to notify you that about the 26th of last month work was entirely suspended upon the Capitol Building of this State.

“That Mr. William D. Richardson, the contractor, has been absent from the State from and since said time, having previously executed a chattel mortgage upon the machinery used by him in the construction of said building.

“That since he departed, the material upon the ground has been attached at the instance of his creditors, and, although he has made no formal declaration of the abandonment of his contract, still the facts as above stated have given rise to much embarrassment to the Board, and justifies, in its judgment, this notification to you as one of the sureties upon the bond executed by him to the people of the State of Colorado.”

It being evident that Mr. Richardson could not fulfill his contract, the Board decided to wait until a legal abandonment of the work, under the terms of the contract, was made; and then advertise a reletting of the work, according to a provision in that instrument.

On January 4, 1888, Governor Adams, Chairman of the Board, was served with a summons to answer a suit which had been commenced in the United States District Court by Mr. Richardson, as contractor on the Capitol Building, to recover the sum of \$72,066.05, which he claimed to be due him on the contract; and the Board instructed Attorney General Marsh to defend the suit, and they subsequently retained Mr. Platt Rogers as assistant counsel, to act with the Attorney General in this matter.

On January 30, 1888, the following notices were sent to Messrs. W. D. Richardson, George M. Brinkerhoff and Frank W. Tracy, respectively, all at Springfield, Illinois:

“*Resolved*, That the Secretary of the Board is hereby “directed to give notices to W. D. Richardson and to “George M. Brinkerhoff and Frank W. Tracy, his “sureties, that unless they appear and show cause to “the contrary at a meeting of the Board to be held on “the 9th day of February, A. D., 1888, that work “under the contract of said Richardson with this Board “for the erection of the Capitol Building will be declared abandoned by said Richardson, by reason of a “failure to faithfully prosecute the work on said building for the space of ninety days; and that this Board “will thereupon proceed to complete or relet the same “in accordance with said contract, holding the said “Richardson and his sureties liable for any and all “damages which may arise by reason of such abandonment, as well as the additional cost of completing the “same.”

To these notices the following reply was received:

“SPRINGFIELD, ILL., February 6, 1888.
“HON. GEORGE T. CLARK,
 Secretary Board of Capitol Managers,
 Denver, Colo.

“DEAR SIR:—Yours of the 30th ult., with the resolution of the Board of Capitol Managers, is received.

“We sincerely regret the differences which have arisen between your Honorable Board and Mr. Richardson. From the best information we can gather, and we have heard both sides of the controversy, we firmly believe Mr. Richardson has honestly endeavored to carry on this contract.

“He has expended his entire fortune on the work, and would have continued, without doubt, had not your Honorable Board declined to pay the amount due him according to the terms of the contract. This failure to reimburse him, compelled him to stop work; as we understand, he has not abandoned the contract, but is waiting for the fulfillment of your part. Whenever you do

this, he will resume work and push the building to a speedy completion. No man, unless he is several times a millionaire, could erect the building you contemplate, unless you furnish him with funds as the work progresses, and indeed, as your contract provides. Under these circumstances, we deny that there has been any abandonment of the work, such as to call for a forfeiture of the contract. We are advised by eminent counsel, that we have incurred no liability under the bond; yet if you would pay Mr. Richardson his just claim, we would be willing to assist him to finish his contract.

“Respectfully yours,

“FRANK W. TRACY,

“GEO. M. BRINKERHOFF.”

At the meeting of the Board, on February 9, 1888, Mr. W. D. Richardson appeared with his attorney, Mr. Theodore H. Thomas, and on behalf of his client, Mr. Thomas addressed the Board as follows:

“In behalf of Mr. Richardson, it was the intention to have Mr. Charles S. Thomas here this afternoon; but he was suddenly called away to Leadville, and could not be here to-day. All I have to say is this: That Mr. Richardson is ready and willing to go on with this work as soon as the Board pays Mr. Richardson what they owe him. We have simply put our money into this building, and the State has the benefit of it; and we claim that the State ought to pay us, or the Board ought to pay us, what is owing us, and, if they do, we will go on and complete that building in accordance with the contract, otherwise we can not.”

After due consideration of these answers, the Board passed the following resolution:

“WHEREAS, Mr. W. D. Richardson, the contractor for “the construction of the Capitol Building, has failed to “carry on the work for more than ninety days prior to “the 25th day of January, last past, and the said Richardson and George M. Brinkerhoff and Frank W. “Tracy, his sureties for the faithful performance of his “work under said contract, having been severally notified that unless cause be shown to the contrary at a

“meeting of the Board to be held this day, work under said contract would be declared abandoned, and the said Richardson having appeared and made a statement of the reasons for failing to carry on said work for the time mentioned, and the said George M. Brinkerhoff and Frank W. Tracy, his sureties, having also communicated to this Board in writing their reasons for the failure of said Richardson to carry on the work, and the reasons assigned by said parties not being satisfactory or sufficient; therefore, it is

“*Resolved*, That it is hereby declared that the said W. D. Richardson has failed and neglected to carry on the work on said building in accordance with the terms of said contract, and that the further performance of said contract by said Richardson is declared abandoned; and that the Board proceed to complete the said building in manner and form as provided by said contract in case of abandonment.”

The Secretary severally notified by letters the contractor and his bondsmen of the action of the Board.

The Board requested their counsel, the Attorney General and assistant counsel, to prepare a written opinion as to the proper legal course for them to pursue in reletting the work, and received the following reply:

“DENVER, COLO., February 14, 1888.

“THE BOARD OF CAPITOL MANAGERS,

Denver, Colo.:

At a meeting of your body held on the 9th instant, we were requested to submit an opinion in writing as to the course which should be pursued by you in completing the Capitol Building. Your future action will be so largely influenced by what has already happened that an intelligent presentation of the matter requires a brief statement of the past action of your body.

By an act of the Legislature providing for the erection of a State Capitol Building, it was prescribed that before any of the plans submitted should be accepted, the Board should be satisfied that the total cost of said Capitol Building would not exceed one million dollars, and under this limitation the plan of Mr. Myers was

finally adopted; it having been made satisfactorily to appear that the total cost of completing said building, according to that plan, would not exceed the sum named. Public advertisement was made for bids, and that of Mr. Richardson, being within the limited amount, was finally accepted; and a contract, the proper performance of which was secured by bondsmen deemed responsible, was entered into between yourselves and Mr. Richardson for the construction of the entire Capitol Building.

Up to this point there was a strict compliance with the statute—that is, the manner of letting the work, and the total cost of the building were as provided in the act.

In that contract among other things it is stipulated that in the event of the failure or neglect of Richardson to prosecute the work on said building for a space of ninety days, or in the event of his abandoning the construction of said building for any cause, then at their option the Board should have the right and power to either complete the building, or relet the same to other parties, and that said Richardson and his sureties should be liable for any and all damages which might occur by reason of such failure or abandonment of the work, as well as for the additional amount it might cost to complete the building. Mr. Richardson failing without cause to prosecute the work as required by said contract for the space of ninety days, your body very properly declared an abandonment of the work thereunder.

This of itself did not terminate the contract liability of Mr. Richardson to the Board. The obligation upon his part to complete the building or to make compensation in case of his failure so to do still exists, and he having failed to faithfully prosecute the work, you are now authorized to complete the same, holding him and his bondsmen liable for such sum as may be necessary for that purpose, in excess of the original contract price. By that contract, however, in the event of Richardson's failure to continue the work, there is no restriction as to the manner in which you are to complete the same, except in so far as a limitation is imposed by the act creating your body.

To avoid all question respecting the proper exercise of your powers under the terms of the act, having refer-

once also to your authority to complete the building in the event of said Richardson's failure to do so, it would be wise to call for bids for the completion of the Capitol Building in the same manner as is required by the act in respect to the original letting.

The difficulty with which you are confronted is that the completion of the building will probably require more than the amount limited in the act. The State can not be held liable to any person doing the work under your direction, beyond that amount; beyond the amount limited he must look for his payment to the responsibility of the contractor and his bondsmen to the Board. It will be competent, however, for the State, by its Legislature, to ratify any proposed expenditure in excess of one million dollars, necessary to complete the work according to the contract and the plans and specifications adopted; and any builder dealing with the Board might fairly be assured of such ratification and of such further appropriation as may be necessary for that purpose.

In case of contracts let to complete said building, or any parts thereof, it should be made specifically to appear therein, that it is for the purpose of completing the work under the contract entered into by Mr. Richardson, according to its terms and conditions, and according to the plans and specifications adopted therein; and that said work is let in pursuance of the authority conferred on the Board in respect to completion of the work so abandoned by Mr. Richardson.

ALVIN MARSH,
Attorney General.

PLATT ROGERS,
Of Counsel.

On this opinion, the Board determined to advertise for bids to finish the work on the building, under the Richardson contract, and as it was of importance that the letting be delayed as little as possible, it was decided to call for two sets of bids—one for the completion of the foundations to the grade line, bids for which were to be received until noon on March 20, next ensuing, and one set of bids for the completion of

the superstructure of the building; bids for all or any of the classes specified, were to be received until noon on May 1, 1888, and in pursuance of this resolution the Board caused the following advertisements to be prepared, and ordered the advertisement for the foundations to be inserted in the "*Denver Republican*" and "*Denver News*," daily, until the day appointed for the opening of the bids, and likewise ordered the advertisement for bids to complete the construction of the superstructure to be inserted in the same two Denver daily newspapers, daily, and in the Chicago "*Inland Architect*" for all their issues until May 1, 1888, the day appointed for opening these bids. The Board also ordered that three hundred copies of the advertisement for bids for the superstructure be printed on postal cards, and instructed the Secretary to mail copies to all former bidders and to such principal contractors whose address was known to him:

SEALED PROPOSALS

For Completing the Foundation Walls of the Colorado State Capitol Building, at Denver, Colo.

Sealed proposals are invited by the Board of Capitol Managers until the 20th day of March, A. D. 1888, at 12 o'clock noon of said day, for furnishing materials and for the construction of the stone foundation walls of the Colorado State Capitol Building from the point to which they are already completed to the line of the commencement of the superstructure.

Plans, specifications and instructions to bidders may be seen after the 5th day of March, A. D. 1888, at the office of the Board of Capitol Managers, Room No. 44 Barclay Block, Denver, Colorado. The Board of Capitol Managers reserves the right to reject any and all proposals for said work. Proposals are required to be submitted on schedule blanks, and accompanied by instructions to bidders, both of which will be furnished to intending bidders upon application to the Secretary of the Board. All bidders will be required to furnish a bond and security, or a certified check, payable to the order of the Board of Capitol Managers, equal in amount to $2\frac{1}{2}$ per cent. of the bid submitted; which bond or certified check will be forfeited to the Board in the event of the failure of the bidder to enter into a contract with the Board, should his bid be accepted. All such bonds will be required to be signed by three responsible resident free-holders of the State of Colorado.

All bids must be sealed and endorsed: "Proposals for completing foundation walls of the State Capitol Building," and addressed to the Board of Capitol Managers, Denver, Colorado.

For further information apply to the Secretary of the Board at office in Barclay Block.

[SEAL]

ALVA ADAMS, *Governor,*

And ex-officio Chairman of the Board of Capitol Managers.

Attest:

GEORGE T. CLARK,

Secretary.

Dated at DENVER, COLO., March 2, 1888.

SEALED PROPOSALS

For Furnishing Materials and for the Construction of the Colorado State Capitol Building at Denver, Colo.

Sealed proposals are invited by the Board of Capitol Managers until the first day of May, A. D. 1888, at 12 o'clock noon of said day, for furnishing materials and for the construction of the Colorado State Capitol Building, either for the entire work or for portions thereof, according to the following classifications, to-wit:

1. All stone and stone work required for a finished and complete job. Interior walls and piers commence at top of basement floor beams. Exterior walls commencing at grade line, and ready for first base course.
2. All brick and brick work required.
3. All plastering, plain and ornamental stucco work.
4. For all painting, filling, graining, oiling and varnishing.
5. All plumbing, sewerage and gas-fitting.
6. Heating and ventilation complete.
7. For all marble, steps, marble tile, encaustic tile, concreting of all brick arches.
8. For all wood work, carpenter work; plate glass, plain and ornamental, and all other kinds of glass; also all hardware required.
9. For all galvanized iron work, plain and ornamental; copper work; zinc work, flashings; corrugated iron work; iron partitions, felt and slating complete.
10. For all cast and wrought iron work, including vault work, required by plans and specifications.

Plans, specifications and instructions to bidders may be seen after the fifteenth day of March, A. D. 1888, at the office of the Board of Capitol Managers, at Room No. 44 Barclay Block, Denver, Colorado. The Board of Capitol Managers reserves the right to accept such proposals as it may deem best, or reject all. Proposals are required to be submitted on schedule blanks, and accompanied by instructions to bidders; both of which will be furnished to intending bidders upon application to the Secretary of the Board. All bidders will be required to furnish a bond and security, or a certified check payable to the order of the Board of Capitol Managers, equal in amount to two and one-half per cent. of the bid submitted; which bond or certified

check will be forfeited to the Board in the event of the failure of the bidder to enter into a contract with the Board should his bid be accepted. And such bonds will be required to be signed by three responsible resident free-holders of the State of Colorado.

For the materials used in the construction of said building, preference will be given to those found in the State of Colorado; provided the same can be procured in said State as cheaply as other materials of like quality in other localities. All bids must be sealed and endorsed: "Proposals for State Capitol Building," or "Proposals for Classification No. — for State Capitol Building," said blank to be filled by the numeral herein set opposite the classification to which said proposals relate, and addressed to the Board of Capitol Managers, Denver, Colorado.

For further information apply to the Secretary of the Board at office in Barclay Block.

ALVA ADAMS,

Governor, and ex-officio Chairman Board of Capitol Managers.

Attest:

GEORGE T. CLARK,

Secretary.

Dated at DENVER, COLO., March 2, 1888.

On Tuesday, March 20, 1888, the Board, at noon, proceeded to open the bids received for completing the foundation walls of the Capitol Building. The bids received were five in number, and were as under:

No. of Bid.	NAME OF BIDDERS.	Amount of Bid.
1	Harvey Brothers	\$ 89,000 00
2	Hayes and McGilvray	67,000 00
3	Geddis and Seerie	59,750 00
4	Andrew McDermott and Jos. Baines	61,750 00
5	E. S. Barker	60,323 75

After examination of the bids, and having afforded all the bidders who wished to do so an opportunity to explain their bids, the Board decided to accept the bid of Messrs. Geddis and Seerie to complete the foundation walls and set the iron beams of the basement floor for the sum of \$59,750.00, and a contract was entered into with them—see appendix "C." These contractors have, at the date of making this report, completed their contract, in so far as it is advisable to do so at present.

A small portion of the work, viz.: the setting of the iron beams around the dome and the piers within the dome, it is not advisable to have done until the stone work of the dome superstructure is completed, and an amount equal to the cost of this work has been retained.

On Tuesday, May 1, 1888, the Board met to canvass the bids received for the completion of the Capitol Building, in response to their advertisement dated March 2, 1888, calling for same. In appendix "D" a full list of all the thirty-two bids received is given in tabulated form.

The Board took these bids under advisement, and requested their counsel for an opinion as to whether they could legally let the contract at this time, if, with the amount already expended, the bids should exceed the sum of one million of dollars, and counsel's written opinion was laid before the Board on May 7, and is here inserted:

DENVER, COLO., May 7, 1888.

To the BOARD OF CAPITOL MANAGERS,

GENTLEMEN:

In response to your request for an opinion as to the authority of your body to enter into a contract for the completion of the Capitol Building, according to the plans and specifications of E. E. Myers, at a cost in excess of \$1,000,000, we have the honor to submit the following:

If the question were presented with respect to the original letting of the contract, where the entire liability would be assumed by the State, we should unhesitatingly answer "No." But your authority with respect to the completion of said building must be judged by the present situation. The act creating your body and providing for the erection of a State Capitol Building requires that advertisement shall be made for plans and that no plan shall be adopted until it shall have been made definitely to appear that the entire cost of the

building, according to said plan, will not in any event exceed the sum of \$1,000,000. And also, that no contracts for the construction of said building shall be awarded until the Board shall be satisfied that the cost of the same, when completed, will not exceed said amount. And it is further required, that when these duties shall have been performed, the completion of the building under the contract or contracts which might have been entered into, shall be insured by good and sufficient bonds.

These several obligations have been faithfully and conscientiously performed—*i. e.*, a plan has been selected which you were satisfied would not involve an expenditure in excess of the limit, and a contract subject to the same restriction, with security for its faithful performance by a bond of undoubted sufficiency and solvency, has been entered into.

By the Legislative act, it is also made your duty to submit to the General Assembly the plan so adopted and the contract so entered into. This duty you have performed. And no exception having been taken, it is to be inferred that they were ratified, and that to this extent your action is practically irrevocable.

In pursuance of the foregoing, Mr. Myers, the architect, was paid for the plans selected the sum of \$12,000, and the contractor, Mr. Richardson, duly entered upon the performance of the work, made the necessary excavations and constructed a portion of the foundation walls, and received therefor the sum of \$88,000.

On the 24th day of October last, without cause or justification, as we believe, Mr. Richardson abandoned the further prosecution of said work. And it has become necessary for you to take some action looking towards the completion of the building in accordance with the legislative will.

It appears, however, that contracts can not be let for the completion of the building for a sum within the limit of \$1,000,000. And the question, therefore, is presented, What further authority has your body in the premises?

It is only proper to say that the situation in which you now find yourselves was contemplated by the Legislature as being possible; else why the provisions of Sec-

tions 4 and 5 of the act, requiring of all contractors good and sufficient bonds of undoubted sufficiency and solvency, conditioned for the faithful performance of all duties delegated and contracts made for the completion of said building? Was it intended, if by reason of a mistaken bid, or by reason of an increase in the market value of labor and materials the contractor found himself unable to carry on the work, that thereby the practical functions of the Board should cease and determine, or was it intended and designed that those means which the Legislature had provided to insure the completion of the building should be used by the Board for that purpose? Upon the one hand, in the absence of further legislation, the present complications mean that the plan adopted, together with the work done thereunder and the money paid therefor, must all be abandoned and the Board proceed anew to select plans and let contracts within the limit, according to the present state of the market. Upon the other hand, the means have been provided whereby the completion of the building is insured at a cost to the State within the amount limited, with an authority to look to the contractor and his bondsmen for such sum as may be required over and above the sum stated in the contract. The language of the contract, the performance of which is guaranteed by the bond, is that upon a failure to faithfully prosecute the work, or in the event of an abandonment of the same, the contractor and his sureties shall be liable to any and all damages which may accrue by reason of such failure or abandonment, as well as the additional amount it will cost to complete the building. Now, it must certainly be clear that this is one of the usual and ordinary provisions of a building contract, and that the discretion was given to the Board of inserting a provision of this character. It must also be clear that this is not meant to be a mere idle ceremony, but was intended to be binding and efficacious. It must also be clear that the additional amount it will cost to complete the building can not be accurately ascertained until contracts are let to complete the same. It is not now proposed to let a contract which charges the State in any sum greater than the balance remaining of the fund appropriated for that purpose. Such excess as may be necessary, the

original contractor and his bondsmen are required to pay. The difficulty, therefore, is not one of legal capacity, but of ability to secure the completion of the building in reliance on these different sources of payment. A contract providing that payments upon estimates shall be made to the extent of the State moneys appropriated for that purpose, and that thereafter the same shall be paid from moneys to be obtained from the contractor and his sureties, would be legal.

It will not do to say that the latter source of payment will fail, since there is nothing to show that the bondsmen are any less solvent than when, at the time of the acceptance of the bond, it was deemed within the language of the act, a bond of undoubted sufficiency and solvency. The law presumes, in the absence of evidence to the contrary, that ability to perform is proportioned to the undertaking.

While the foregoing has reference more particularly to a contract for the completion of the entire work, yet the same principles will be applicable, in the event that the further prosecution of the work is by contracts according to classification.

That it was not intended by the Legislature that the Board should remain idle, but should act with all the speed which the means placed at their disposal would permit, is amply evidenced by Section 7, which provides that the duty of the Board to submit the plans adopted and the contracts entered into to the General Assembly, shall not be construed to hinder or delay the progress of said work on the building in the meantime, and of Section 14 of said act, which, as an emergency clause, recites the necessity of commencing and continuing active operations.

(Signed) Respectfully submitted,
ALVIN MARSH,
Attorney General.
PLATT ROGERS,
Of Counsel.

After the receipt of this opinion, the Board awarded the brick and stone work to Geddis & Seerie for the sum of \$700,000, this being the lowest bid, except that of J.

A. Morass, who declined to enter into contract for these items unless the whole building was awarded to him. No further awards have so far been made.

CUSTODY OF THE FUNDS OF THE BOARD.

At the meeting of the Board, held February 18, 1888, the following resolution was introduced:

“WHEREAS, There are funds available for the uses
“of the Capitol Managers amounting to several hundred thousand dollars; and,

“WHEREAS, Considerable time must elapse before
“the same will be required in the payment of work,
“and the magnitude of the work entrusted to this Board
“requires that every advantage should be taken to augment the fund at their disposal; therefore,

“*Resolved*, That the Secretary of this Board be
“directed to inquire, in writing, of the Hon. P. W. Breene, Treasurer of the State, if the fund to the credit of the Capitol (or of this Board) is earning interest, and if so, if it is applied to the credit of the fund, or of the General Fund of the State.”

“*Resolved, further*, That if no interest is being credited to this fund, the State Treasurer be requested to further inform this Board, if it is not practicable to obtain the same, and thereby increase the fund at the disposition of this Board.”

A committee of three was appointed and instructed to consider this resolution and report at a future meeting, which they did, as follows:

“DENVER, COLO., March 13, 1888.

“Your committee to whom was referred the resolution offered on the 18th ult., relating to the expended portion of the Capitol funds in the hands of the State Treasurer, respectfully report:

“That they have conferred with several of the National Banks of the city of Denver, and have been informed by them that for this account, or parts of it, they would

pay interest at the rate of four per cent. per annum; and,

"WHEREAS, Under the Constitution, the Governor is to be informed by the State Treasurer of the amount to the credit of each fund, and where deposited; therefore,

"*Resolved*, That the Governor of the State, *ex-officio* Chairman of this Board, be requested to officially notify the Hon. P. W. Breene, Treasurer of State, that a committee from this Board has been informed by National Banks of Denver that they will pay four per centum per annum interest on the daily balances to the credit of the Capitol fund; and that the Governor of the State, *ex-officio* Chairman of this Board, further officially inquire of the Treasurer where said Capitol fund is now deposited, and if arrangements can be made whereby said above mentioned rate of interest can be received by him and applied to the credit of the Capitol fund, in order that said fund may be increased for the benefit of the people, without expense to them."

The report of the committee was adopted by the Board as a resolution.

In response to the resolutions, the Treasurer gave Governor Adams a statement of the amount to the credit of the Capitol fund, and referred the Board to his quarterly statements, which gave the places of deposit of all State funds. To the portions of the resolutions referring to interest upon money belonging to the Capitol fund, he declined to make any answer, or give any information.

BUILDING STONE.

Since our last report several new quarries have been discovered, some of which have been partially developed, and samples from these have been tested for strength, and these tests, together with those formerly made, are tabulated and printed in Appendix "G."

No question connected with the construction of the Capitol Building has received as much attention to the present time as the stone for the superstructure.

When making the contract with W. D. Richardson, in April, 1886, the Board had thoroughly examined all the sand stone quarries then opened within the borders of the State, and had tested samples from all of them.

As most of these quarries were only partially developed, the Board were uncertain as to the capacity of most of them to furnish the required quantity of large dimension stone, of uniform color and quality, suitable for a first-class building. At that time the Board selected four of these quarries as most suitable for their use, viz.: Glencoe, in Jefferson county; Trinidad, in Las Animas county; Brandford, in Fremont county; and Gunnison, in Gunnison county. In the contract with Mr. Richardson, it was agreed that one of these four quarries should be designated by the Board on or before July 1, 1886, as the one from which the stone should be taken.

The Gunnison stone was finally selected, with the agreement that the contractor would spend a sum, not exceeding \$1,500.00, in developing the quarry; and should it not prove satisfactory, the amount actually spent should be refunded to him. Mr. Richardson did no work on this quarry. The contract with Geddis & Seerie required them to perform this work under the same conditions, and in August, 1888, they desired the Board to make a final decision. A committee from the Board and Mr. Campbell, the Board's engineer, visited the quarry on August 15, and Mr. Campbell made a report to the Board. (Printed in Appendix "F.")

At a meeting of the Board, August 20, the question of the final adoption of a stone for the superstructure came up, and it was unanimously decided that, as the contractors could carry on the work on the building

until winter without in the least delaying the time of its completion, or in any way impairing the strength of the structure, or making any change in the plans, they would not adopt any sandstone for the superstructure of the building until after the meeting of the Seventh General Assembly.

There are in the building about 230,000 cubic feet of cut stone. Part of this will require stones of much larger dimensions than have ever been quarried in the State. Some of the pieces span very wide openings and will carry heavy weights, which will require strong and perfect stones in every respect. A large part of the sandstone is to have rubbed faces. This kind of finish requires great care in selecting stone of one color, and one that will not absorb the dust and smoke of a city, and also of good weathering qualities.

No doubt there are numerous quarries within our boundaries that will in the near future become famous for the quality, beauty and durability of their product, and such as will be sought after for the largest structures in our land; but, at this time, with our quarries to a great extent undeveloped, we do not have all the confidence we would like to have, in any of the sandstone quarries of suitable color, to fill all of the requirements of a building of the size and importance of the State House of Colorado. Objections have been made by taxpayers and representative conservative men from many parts of the State, to the use of any sandstone. It is thought that for our chief building our best stone should be adopted, and that unquestionably is granite. Since the inception of this building our State has become vigorous and strong, capable of erecting a structure that will be a credit to the present and future generations.

COST OF BUILDING AND TIME REQUIRED TO COMPLETE IT.

Since the date of the contract with W. D. Richardson, the expense of building has greatly increased. To complete the Capitol *as originally* planned, an increased expense of \$400,000 must be incurred. The bond of W. D. Richardson is liable for \$235,000 of this sum. Should granite be used, the cost will be still further increased.

The time lost by the failure of W. D. Richardson to fulfill his contract will require an extension of the time allowed for the completion of the building of two years.

LAW SUIT WITH W. D. RICHARDSON.

The following is counsels' report to the Board on the status of the suit with the late contractor:

"On the 31st day of December, 1887, W. D. Richardson commenced an action in the United States Circuit Court, against the Board of Capitol Managers, to secure the sum of \$72,000, which he claimed was due and coming to him on account of extra work and labor performed upon the Capitol Building, not called for under the terms of his contract.

"The Attorney General demurred to the complaint, which was sustained, and afterwards an amended complaint was filed, which was also demurred to and argued before Judge Brewer, May 5, 1888. Judge Brewer entertained grave doubts whether or not the Court had jurisdiction over the case, and handed the papers to Justice Miller of the Supreme Court to decide. He has not yet rendered his decision.

"In the meantime, the Attorney General and Judge Platt Rogers, who became associated with him, brought the case up before Judge Hallett, and tendered an answer to plaintiff's complaint and cross-complaint, claim-

ing damages against Richardson for failure to complete his contract, and asked permission to withdraw the demurrer.

"Counsel for Mr. Richardson objected, and the Court refused to permit any further proceedings in the case until Justice Miller handed down his decision upon the question of jurisdiction.

"The counsel for the State assure the Board that, so far as the recovery of anything against the State by Richardson, the State ought to, and in their opinion *will*, ultimately recover a large sum in damages against Richardson.

"ALVIN MARSH,
"Attorney General.
 "PLATT ROGERS,
"Of Counsel."

PERSONAL.

At a meeting of the Board, February 9, 1888, the following letter was presented:

"PASSADENA, CALA., December 4, 1887.

"To HON. ALVA ADAMS,

"Chairman of the Board of Capitol Managers,

"Denver, Colorado:

"Circumstances of an important nature will compel me to be absent from Colorado for an indefinite length of time. I therefore hereby tender you my resignation as a member of the Board of Capitol Managers.

"Very respectfully,

"W. W. WEBSTER."

The Board accepted the resignation with regret, and elected M. Spangler to fill the vacancy.

On November 6, 1888, the office of Secretary of the Board was vacated by the death of the Hon. George T. Clark, and at a meeting held on the 7th the following resolutions were adopted:

"WHEREAS, In the wisdom of God, the Hon. George T. Clark, Secretary of this Board, has been called from the busy activities of this life; therefore, be it

"*Resolved*, That in the loss of our friend the Capitol Managers of the State of Colorado have lost a capable and efficient Secretary, who was always courteous in his relations with the public and the members of this Board; prompt in the performance of his duties as Secretary; highly gifted and possessed of a vast fund of varied and valuable information, and that he brought to the performance of his duties all those qualities which contribute to abundant success.

"*Resolved*, That we extend our heartfelt condolence to his bereaved wife and family, with whom we sympathize and mourn.

"*Resolved*, That in his death we have lost a man of natural amiability of character, filled with generous and noble impulses, widely known in public life and always efficient in the performance of his duties."

At the same meeting the Board elected D. W. Campbell, Secretary of the Board. He presented his oath and bond, as required by law, to the Board on November 28, 1888.

APPENDIX "A."

SECRETARY'S REPORT.

"*To the Board of Capitol Managers:*

"GENTLEMEN:—I present herewith a statement of the receipts and disbursements on account of the Capitol Building, for the fiscal years 1887 and 1888, covering all financial transactions from December 1, 1886, to November 30, 1888, inclusive.

"All accounts or bills were duly allowed by the Board, and certified to the State Auditor, who drew a warrant on the State Treasurer for the amount stated on each voucher, and in favor of the owner thereof.

"Respectfully,

"DONALD W. CAMPBELL,

"*Secretary.*

"DENVER, COLO., December 1, 1888."

APPROPRIATION ACCOUNT.

Dr.

To Appropriation of the Fifth and Sixth General Assemblies:

For the year 1885	\$ 200,000 00
For the year 1886	200,000 00
For the year 1887	200,000 00
For the year 1888	200,000 00
Total	\$ 800,000 00

Cr.

By Disbursements:

For the years 1885 and 1886	\$ 47,193 10
For the years 1887 and 1888	215,504 74
Balance	537,302 16
Total	\$ 800,000 00

NOTE.—The report of the Auditor of State will show receipts from taxes, and the balance remaining in the Capitol Building Income account. Vouchers Nos. 242 and 244 not having been presented to the Auditor before he closed his books, will cause his account to differ from the above by \$127.78.

RETAINED PAYMENTS ACCOUNT.

W. D. RICHARDSON.

Dr.

To material left on grounds	\$ 823 32
To retained percentage	6,927 42
To balance	2,249 26
Total	\$ 10,000 00

Cr.

By Advance, Voucher No. 131	\$ 10,000 00
Total	\$ 10,000 00

CAPITOL BUILDING "SPECIAL FUND" ACCOUNT.

The receipts on this account are the proceeds from the sale of lots donated by citizens of Denver for aiding the erection of a State Capitol Building at Denver, Colorado.

Dr.

To cash received for the following lands :

Block 78, Porter's Addition	\$ 36,200 00
Block 24, Evans' Addition (part payment)	20,000 00
Lots in Block 320, Clements' Addition	4,000 00
On settlement of litigation as to Block 81, J. W. Smith's Addition	10,000 00
Block 24, Evans' Addition (part payment)	10,000 00
One acre in Brown's Addition	3,033 00
Block 24, Evans' Addition (full payment)	10,000 00
Total	\$ 93,233 00

Cr.

By vouchers drawn on this fund for actual construction of building :

Nos. 119, 123, 124, 130, 131, 135, 136, 148, 149, 153, 154, 155, 210, 211, 216, 217, 218, 230	\$ 93,233 00
Total	\$ 93,233 00

SUMMARY OF DISBURSEMENT ACCOUNTS.

GENERAL BUILDING ACCOUNT.

To balance, December 1, 1886	\$ 24,776 32	
To payments on account of the following items :		
Sewerage and drainage "Foundations"	900 00	
Footing stone "	15,205 79	
Dome masonry "	12,000 00	
Wall masonry "	72,673 30	
Iron pipes, columns and beams "	5,811 17	
Area coping "	1,479 20	
Flag-stone under porticos "	516 10	
Pier binding stone "	4,615 59	
Sub-basement window-sills "	491 40	
Sub-basement window-frames "	151 20	
Excavation and back-filling "	1,002 60	
Extra work "	941 50	\$ 140,564 17
Dome masonry "Superstructure"	30,813 00	
Inside wall masonry "	19,887 90	
Machinery "	7,000 00	
Granite base course "	4,413 00	
Granite window-sills, &c "	4,145 85	
	66,259 75	
Less 10 per cent. retained	6,625 97	59,633 78
Five sections cast-iron smoke-stack, "Ordered by Board"	471 66	
Necessary wood-work " "	63 30	
Iron anchors " "	16 45	
Gas-pipe for air-shaft steps " "	25 50	571 91
Advance to Geddis & Seerie for material delivered on		
ground—Stone (by estimate)	1,000 00	
cement (by estimate)	2,200 00	3,200 00
ARCHITECT ACCOUNT.		
To balance, December 1, 1886	9,000 00	
To disbursements, 1887 and 1888	4,362 37	13,362 37
ENGINEERING ACCOUNT.		
To disbursements, 1887 and 1888		1,760 00
Carried forward		\$ 219,097 23

SUMMARY OF DISBURSEMENT ACCOUNTS.

Concluded.

<i>Brought forward</i>		\$ 219,097 23
SALARY ACCOUNT.		
To balance, December 1, 1886	\$ 5,458 33	
To Secretary, 1887 and 1888	3,994 39	
To Superintendent, 1887 and 1888	5,000 00	
To Assistant Superintendent, 1887 and 1888	3,666 61	18,119 33
AWARDING PLANS ACCOUNT.		
To balance, December 1, 1886		4,364 50
OFFICE EXPENSE (SUP'T) ACCOUNT.		
To balance, December 1, 1886 (cost of building)	992 54	
To disbursements, 1887 and 1888	51 30	1,043 84
OFFICE EXPENSE (SEC'Y) ACCOUNT.		
To balance, December 1, 1886	130 80	
To disbursements, 1887 and 1888	191 47	322 27
MANAGERS' COMPENSATION ACCOUNT.		
To balance, December 1, 1886	1,500 00	
To disbursements, 1887 and 1888	1,335 00	2,835 00
PRINTING AND ADVERTISING ACCOUNT.		
To balance, December 1, 1886	679 56	
To disbursements, 1887 and 1888	978 51	1,658 07
STONE TESTING ACCOUNT.		
To balance, December 1, 1886		249 15
STEEL TESTING ACCOUNT.		
To disbursements, 1887		290 80
QUARRY ACCOUNT.		
To disbursement, 1888		1,500 00
TRAVELING EXPENSE ACCOUNT.		
To disbursements, 1888		32 45
LEGAL SERVICES AND EXPENSE ACCOUNT.		
To balance, December 1, 1886	41 90	
To disbursements, 1887 and 1888	3,143 30	3,185 20
ADVANCE ACCOUNT.		
To advance to W. D. Richardson, 1887		10,000 00
Total disbursements to date		\$ 262,697 84

I hereby certify that the above is a true summary and balance sheet of the accounts of the State Board of Capitol Managers to November 30, 1888.

D. W. CAMPBELL,
Secretary.

LIST OF VOUCHERS.

DATE.	NO.	TO WHOM PAID.	WHAT FOR.	AMOUNT.
1886.				
December 1 .	92	Alfred Butters	Expenses testing steel . . .	\$ 120 00
December 1 .	93	E. S. Nettleton	Expenses testing steel . . .	170 80
December 1 .	94	Anthony, Curry & Landon	Abstracts of title	15 50
December 28	95	Thornton H. Thomas .	Legal services	2,500 00
December 28	96	W. D. Richardson . . .	Estimate No. 4	3,249 81
December 31	97	Thomas J. Moynahan .	Legal expenses	6 40
December 31	98	Peter Gumry	Salary as Superintendent .	208 33
December 31	99	Thomas Mullen	Salary as Assistant Supt. .	125 00
December 31	100	George T. Clark	Salary as Secretary	166 66
1887.				
January 31 .	101	Peter Gumry	Salary as Superintendent .	208 33
January 31 .	102	Thomas Mullen	Salary as Assistant Supt. .	125 00
January 31 .	103	George T. Clark	Salary as Secretary	166 66
February 28	104	Thomas Mullen	Salary as Assistant Supt. .	125 00
February 28	105	Peter Gumry	Salary as Superintendent .	208 34
February 28	106	George T. Clark	Salary as Secretary	166 68
March 21 . .	107	E. E. Myers	Architect	3,000 00
March 28 . .	108	George T. Clark	Office expenses, &c.	14 00
March 31 . .	109	Peter Gumry	Salary as Superintendent .	208 33
March 31 . .	110	Thomas Mullen	Salary as Assistant Supt. .	125 00
March 31 . .	111	George T. Clark	Salary as Secretary	166 66
April 16 . .	112	Collier & Cleaveland . .	Printing report	481 74
April 16 . .	113	George T. Clark	Legal expenses, rec'd'g, &c.	3 65
April 30 . .	114	Thomas Mullen	Salary as Assistant Supt. .	125 00
April 30 . .	115	Peter Gumry	Salary as Superintendent .	208 34
April 30 . .	116	George T. Clark	Salary as Secretary	166 67
May 2 . . .	117	Rocky Mount. News Co.	Advertising	11 42
May 2 . . .	118	Denver Republican . . .	Advertising	11 42
May 9 . . .	119	W. D. Richardson . . .	Estimate No. 5	2,400 35
May 31 . . .	120	Peter Gumry	Salary as Superintendent .	208 33
May 31 . . .	121	Thomas Mullen	Salary as Assistant Supt. .	125 00
May 31 . . .	122	George T. Clark	Salary as Secretary	166 66
June 24 . . .	123	W. D. Richardson . . .	Estimate No. 6	2,431 71

LIST OF VOUCHERS—*Continued.*

DATE.	NO.	TO WHOM PAID.	WHAT FOR.	AMOUNT.
1887.				
June 24 . . .	124	W. D. Richardson . . .	Estimate No. 6 "B," ex. wrk.	\$ 676 00
June 24 . . .	125	Alvin Marsh, Att'y Gen'l	Legal services, asst. counsel.	150 00
June 24 . . .	126	George T. Clark	Cash paid for abstract of title	10 20
June 30 . . .	127	Peter Gumry	Salary as Superintendent .	208 34
June 30 . . .	128	Thomas Mullen	Salary as Assistant Supt. .	125 00
June 30 . . .	129	George T. Clark	Salary as Secretary	166 66
July 14 . . .	130	W. D. Richardson . . .	Estimate No. 7	1,355 40
July 14 . . .	131	W. D. Richardson . . .	Advanced on material . . .	10,000 00
July 30 . . .	132	Peter Gumry	Salary as Superintendent .	208 33
July 30 . . .	133	Thomas Mullen	Salary as Assistant Supt. .	125 00
July 30 . . .	134	George T. Clark	Salary as Secretary	166 67
August 13 . .	135	W. D. Richardson . . .	Estimate No. 8	7,821 63
August 13 . .	136	W. D. Richardson . . .	Extra work, ex. Order No. 2.	572 40
August 15 . .	137	James B. Belford	Legal services	100 00
August 16 . .	138	E. S. Nettleton	Manager's compensation .	45 00
August 16 . .	139	John L. Routt	Manager's compensation .	75 00
August 16 . .	140	Dennis Sullivan	Manager's compensation .	95 00
August 16 . .	141	George W. Kassler . . .	Manager's compensation .	95 00
August 16 . .	142	Alfred Butters	Manager's compensation .	75 00
August 17 . .	143	George T. Clark	Sums p'd out—recording, abstract, deeds, blanks, &c.	7 55
August 20 . .	144	Thornton H. Thomas .	Legal services	100 00
August 31 . .	145	Peter Gumry	Salary as Superintendent .	208 34
August 31 . .	146	Thomas Mullen	Salary as Assistant Supt. .	166 66
August 31 . .	147	George T. Clark	Salary as Secretary	166 66
September 7 .	148	W. D. Richardson . . .	Estimate No. 9	12,791 88
September 15	149	W. D. Richardson . . .	Estimate No. 10	4,865 04
September 30	150	George T. Clark	Salary as Secretary	166 67
September 30	151	Peter Gumry	Salary as Superintendent .	208 33
September 30	152	Thomas Mullen	Salary as Assistant Supt. .	166 67
October 3 . .	153	W. D. Richardson . . .	Estimate No. 11	6,951 69
October 12 . .	154	W. D. Richardson . . .	Extra work, "Order No. 1."	6,000 00
October 15 . .	155	W. D. Richardson . . .	Extra work, "Order No. 1."	4,608 00

LIST OF VOUCHERS—*Continued.*

DATE.	NO.	TO WHOM PAID.	WHAT FOR.	AMOUNT.
1887.				
October 27 .	156	George T. Clark	Office supplies for Secretary	\$ 5 26
October 31 .	157	Peter Gumry	Salary as Superintendent .	208 34
October 31 .	158	Thomas Mullen	Salary as Assistant Supt . .	166 66
October 31 .	159	George T. Clark	Salary as Secretary	166 66
November 30	160	Peter Gumry	Salary as Superintendent .	208 33
November 30	161	Thomas Mullen	Salary as Assistant Supt . .	166 66
November 30	162	George T. Clark	Salary as Secretary	166 66
December 31	163	Peter Gumry	Salary as Superintendent .	208 33
December 31	164	Thomas Mullen	Salary as Assistant Supt . .	166 66
December 31	165	George T. Clark	Salary as Secretary	166 66
1888.				
January 5 .	166	D. W. Campbell	Engineering services	520 00
January 31 .	167	Peter Gumry	Salary as Superintendent .	208 34
January 31 .	168	Thomas Mullen	Salary as Assistant Supt . .	166 67
January 31 .	169	George T. Clark	Salary as Secretary	166 67
February 10 .	170	Platt Rogers	Legal Services	250 00
February 27 .	171	Collier & Cleaveland . .	Printing	8 25
February 27 .	172	E. S. Nettleton	Expenses to Silver Plume and return	6 95
February 27 .	173	George T. Clark	Sundry office expenses . .	15 31
February 29 .	174	Peter Gumry	Salary as Superintendent .	208 33
February 29 .	175	Thomas Mullen	Salary as Assistant Supt . .	166 66
February 29 .	176	George T. Clark	Salary as Secretary	166 66
February 10 .	177	W. W. Webster	Manager's compensation .	40 00
March 27 . .	178	Collier & Cleaveland . .	Printing	134 00
March 31 . .	179	Peter Gumry	Salary as Superintendent .	208 34
March 31 . .	180	Thomas Mullen	Salary as Assistant Supt . .	166 67
March 31 . .	181	George T. Clark	Salary as Secretary	166 67
April 30 . .	182	Peter Gumry	Salary as Superintendent .	208 33
April 30 . .	183	Thomas Mullen	Salary as Assistant Supt . .	166 66
April 30 . .	184	George T. Clark	Salary as Secretary	166 66
May 3	185	E. E. Myers	Architect	1,100 00
May 5	186	Geddis & Seerie	Est. No. 1 on foundation . .	6,840 00
May 3	187	M. Spangler	Manager's compensation .	40 00

LIST OF VOUCHERS—*Continued.*

DATE.	NO.	TO WHOM PAID.	WHAT FOR.	AMOUNT.
1888.				
May 3	188	E. S. Nettleton	Manager's compensation . .	105 00
May 3	189	Dennis Sullivan	Manager's compensation . .	120 00
May 3	190	John L. Rountt	Manager's compensation . .	90 00
May 3	191	George W. Kassler . . .	Manager's compensation . .	120 00
May 3	192	Alfred Butters	Manager's compensation . .	110 00
May 5	193	Rocky Mount. News Co.	Advertising	137 40
May 5	194	Peter Gumry, Supt . . .	Sundry office exp., \$22.10; tar, oil, etc., bldg. acc., \$12	34 10
May 5	195	T. W. Mullen	Marking foundation walls to line of Richardson's work	33 00
May 5	196	W. H. Lawrence & Co.	Stationery for Supt's office	13 88
May 5	197	A. L. Hodder	Typewriting copies contract	5 00
May 5	198	Denver Republican . . .	Advertising	137 40
May 26	199	Geo. T. Clark for "Chi- cago Inland Architect."	Advertising	29 93
May 31	200	Peter Gumry	Salary as Superintendent . .	208 34
May 31	201	Thomas Mullen	Salary as Assistant Supt . .	166 67
May 31	202	Geo. T. Clark	Salary as Secretary	166 67
June 1	203	Geddis & Seerie	Est. No. 2 on foundations . .	16,154 20
June 2	204	W. R. Scott	Typewriting copies of bids	30 20
June 2	205	Davis & Cresswell . . .	3 soil-pipe Y's, bldg. acc. . .	3 28
June 2	206	T. W. Mullen	Cleaning iron beams	6 00
June 30	207	Peter Gumry	Salary as Superintendent . .	208 33
June 30	208	Thomas Mullen	Salary as Assistant Supt . .	166 66
June 30	209	George T. Clark	Salary as Secretary	166 66
July 3	210	Geddis & Seerie	Extra work, east entrance . .	1,358 86
July 3	211	Geddis & Seerie	Est. No. 3 on foundations . .	19,540 02
July 3	212	Peter Gumry	Sundry bills—office supplies, \$13.32; bldg. acc., \$65.85 . .	79 17
July 31	213	Peter Gumry	Salary as Superintendent . .	208 34
July 31	214	Thomas Mullen	Salary as Assistant Supt . .	166 67
July 31	215	George T. Clark	Salary as Secretary	166 67
August 1	216	Geddis & Seerie	Extra work done on foun- dation walls	398 40
August 1	217	Geddis & Seerie	Est. No. 4 on foundations . .	8,807 50

LIST OF VOUCHERS—*Continued.*

DATE.	NO.	TO WHOM PAID.	WHAT FOR.	AMOUNT.
1888.				
August 1 . .	218	Geddis & Seerie	Ext. work on east ent.found.	\$ 604 30
August 1 . .	219	Geddis & Seerie	Est. No. 1, superstructure .	9,972 00
August 31 . .	220	Peter Gumry	Salary as Superintendent .	208 33
August 31 . .	221	Thomas Mullen	Salary as Assistant Supt . .	166 66
August 31 . .	222	George T. Clark	Salary as Secretary	166 66
September 7	223	James M. Butcher	Carpenter w'k, Sec'y's office	10 25
September 7	224	D. W. Campbell	Exp. to Gunnison quarry .	8 50
September 7	225	M. Spangler	Exp. to Gunnison quarry .	8 50
September 7	226	Gov. Alva Adams	Exp. to Gunnison quarry .	8 50
September 7	227	Geddis & Seerie	Estimate No. 5, foundations	1,893 73
September 7	228	Geddis & Seerie	Est. No. 2, superstructure .	15,095 00
September 7	229	Geddis & Seerie	Opening Gunnison quarry	1,500 00
September 7	230	Geddis & Seerie	Settlement found'n contract	2,049 82
September 7	231	Geddis & Seerie	Settlement found'n contract	3,865 23
September 29	232	Peter Gumry	Salary as Superintendent .	208 33
September 29	233	Thomas Mullen	Salary as Assistant Supt .	166 66
September 29	234	George T. Clark	Salary as Secretary	166 66
October 4 . .	235	Geddis & Seerie	Est. No. 3, superstructure .	14,243 00
October 4 . .	236	Peter Gumry	Iron anchors, etc., required on bld'g, \$105.25; office expenses, \$2.00	107 25
October 4 . .	237	E. E. Myers	Architect.	262 37
October 31	238	Peter Gumry	Salary as Superintendent .	208 34
October 31	239	Thomas Mullen	Salary as Assistant Supt . .	166 67
October 31	240	George T. Clark	Salary as Secretary	166 67
November 7 .	241	Geddis & Seerie	Est. No. 4, superstructure .	19,946 78
November 9 .	242	Mrs. Kate M. Clark . . .	Salary due Nov. to late Sec.	27 78
November 10	243	Colorado Iron Works . . .	Sections of smoke-stack . .	341 16
November 12	244	Mrs. Kate M. Clark . . .	Desk for Secretary's office .	100 00
November 30	245	John L. Routt	Manager's compensation .	35 00
November 30	246	Dennis Sullivan	Idem	60 00
November 30	247	George W. Kassler	Manager's compensation .	50 00
November 30	248	Alfred Butters	Manager's compensation .	40 00
November 30	249	M. Spangler	Manager's compensation .	65 00

LIST OF VOUCHERS—*Concluded.*

DATE.	NO.	TO WHOM PAID.	WHAT FOR.	AMOUNT.
1888.				
November 30	250	E. S. Nettleton	Manager's compensation .	\$ 75 00
November 30	251	Geddis & Seerie	5th estimate, superstructure	3,577 00
November 30	252	Collier & Cleaveland . .	Blank vouch. & letter heads	29 00
November 30	253	W. H. Lawrence & Co . .	Supplies for Sec'y's office .	9 40
November 30	254	D. W. Campbell	Engineering services . . .	1,240 00
November 30	255	Geddis & Seerie	Extra work on Cap. Bldg .	431 75
November 30	256	Colorado Iron Works . .	2 sec. cast-iron smoke-stack	130 50
November 30	257	Peter Gumry	Salary as Superintendent .	208 31
November 30	258	Thomas Mullen	Salary as Assistant Supt . .	166 65
November 30	259	D. W. Campbell	Salary as Secretary	133 33
Total				\$ 215,504 74
Vouchers Nos. 1 to 91, inclusive, as per last report				47,193 10
Total amount of vouchers issued				\$ 262,697 84

D. W. CAMPBELL,

Secretary.

DENVER, COLO., December 1, 1888.

APPENDIX "B."

"DENVER, COLO., November 7, 1887-

"*To the Honorable*

"*Board of Capitol Managers,*

"*Denver, Colo.:*

"GENTLEMEN:

"I herewith submit estimate of work done on the masonry foundations of the Capitol Building, to date of November 4, 1887. In making this estimate, I worked in conjunction with the contractor's engineer, Mr. Vincent, and together we went carefully over the plans and agreed upon the sizes to be taken for the various parts where the figures were not found on the plans, and the work was buried. In all such cases, your Superintendent's record agreed with Mr. Richardson's figures, as shown on the working drawings.

"I have appended data to enable you to arrive at an estimate of the value of the work yet to be done to finish the foundations, in accordance with the contractor's schedule.

"Yours respectfully,

"DONALD W. CAMPBELL,

"*Civil Engineer.*"

ESTIMATE OF MASONRY,

*In the Foundation of the Colorado Capitol Building,
in Place on November 4, 1887.*

LOCATION AND DESCRIPTION OF WORK.	Rubble Masonry — Cub. ft.	Footings Stone— Sq. ft.	Pier Blocks— Sq. ft.	Dimen- sion Stone— Cub. ft.
North entrance, step foundation	9,981	719		
South entrance, step foundation	8,659			
East entrance, step foundation	3,277			
West entrance, step foundation	14,119			
North wall and portico	27,449	2,023		
East wall and portico	44,057	4,425		
South wall and portico	7,081	2,023		
West wall and portico	21,176	4,205		
Interior walls	52,072	8,232		
Fuel room wall	3,796			
Pier blocks in place			243½	
Dimension stone pier				200
Totals	191,667	21,627	243½	200

Area coping in place 105½ square feet.

Window-sills in place and on hand 840 square feet.

DONALD W. CAMPBELL,
Civil Engineer.

Data and estimate of masonry and footings required to complete the foundations of Colorado Capitol Building to the grade line for outside walls, and step foundation walls, and to the level of the basement floor for inside walls:

	Cubic Ft.
Total content outside walls from footings to grade line, height 15½ ft.	167,084
Total content inside walls from footings to basement floor, height 13½ ft.	89,330
Total content step foundations to grade line	37,034
Dome foundations to basement floor	25,472
Fuel room wall	3,796
Piers (if of rubble)	17,325
Total	340,041

And the total cost as per original tender and tender for "Alteration Order No. 1" is to be \$82,235.28 + \$44,464.80 = \$126,700.08.

Of this sum (to date) the contractor has been paid on account of foundations \$ 82,461 58
Balance \$ 44,238 50

To complete the foundations as per tenders and schedule rates, requires:

127,253 cubic feet rubble, at 20 cents	\$ 25,450 60
2,292 square feet footings	1,031 40
3,612½ square feet area coping	2,709 37
5,838¾ pier blocks, at 60 cents	3,503 25
Stone flagging of boiler and fuel room	4,581 50
One hundred and twenty-six stone steps	180 00
Concrete floors, sub-basement	1,666 95
Brick arches, basement	4,096 08
Concrete in arches	3,413 40
Twenty-four hot-air chambers and ventilating shafts	480 00
Extending steam pipes eight feet	2,120 00
Extending plumbing pipes eight feet	1,420 00
Extending iron stairs eight feet	600 00
Sixty-four iron columns extended	832 00
Building piers (estimated as "rubble") 17,125 cubic feet, at 20 cents	3,425 00
Total	\$ 55,509 55

And all the window-sills except three of west wall, and all of south wall and the frames for same. These the Superintendent states are on hand.

The foregoing estimate is based on a "solid" measurement. If openings are to be deducted the account will stand:

	Cubic Ft.
Total content outside walls, less openings	157,612
Total content inside walls, less openings	80,734
Total content step foundations	37,934
Total content dome foundations, less openings	23,997
Total piers (if of rubble)	17,325
Total	316,702
Completed to date, less openings, cubic feet	171,459

And the total cost, as before, \$126,700.08.

And to complete the foundations, as per schedule, will require an expenditure of the following sums:

127,918 cubic feet rubble, at 20 cents	\$ 25,583 60
All other items, as before	30,058 95
Total	\$ 55,642 55

Respectfully submitted,

DONALD W. CAMPBELL,

Civil Engineer.

To the BOARD OF CAPITOL MANAGERS,
DENVER, COLO., November 7, 1887.

ENGINEER'S REVISED REPORT.

DENVER, COLO., December 7, 1887.

To the Board of Capitol Managers:

GENTLEMEN:—As requested, I have made a re-examination with Mr. Richardson of my estimate, as made in my report to this Board on November 7. Mr. Richardson makes the following claims and explanations, at variance with the assumed facts on which that report was based:

First—That the lower eight feet of the foundation walls, next above the footing stone, should be charged to 'Alteration Order No. 1,' from which no retention of 10 *per cent.* is made, and should not have been charged to the original contract, as was done in part.

Second—That the item numbered '9' on the schedule, viz: 5,993 feet of 'Pier Blocks,' was not, as I supposed, the footing blocks on which the piers were to rest, but are 'binders' let into the piers at intervals, to bind the rubble masonry, and that the two courses of stone on which the piers rest, as shown on the drawings, are two courses of regular 'footing stone,' at forty-five cents per foot.

Third—That the foundations of the dome were computed by him from the *figures* marked by the architect on the plans, and that these figures must govern, whether right or wrong, and that if changed to suit the necessities of construction, such change, if the quantity is thereby increased, must be considered as an 'extra' and be paid for on special estimate.

Fourth—That I was in error in charging back *all* of the eight-foot extension of the sixty-four iron columns in his bid for 'Alteration Order No. 1,' as eight feet of the fifty-two columns now on the ground had been charged to this account.

Fifth—I find I had included one layer of the footings of four 'L' piers (which join the inside walls) in the footings of the 'Interior Walls.' There is a difference in the rate payable for these footings.

I admit the reasonableness of these five claims, and will make short comment on each, in the order above given:

First—The extra work contemplated by 'Alteration Order No. 1' is undoubtedly beneath the work contemplated in the original contract.

It was only Mr. Richardson's own bills that caused this work to be charged, as it was charged in part, to the original contract.

A memorandum of the quantities underlying the original contract is appended.

Second—Mr. Richardson's statement is based on his own knowledge of the facts, and is adverse to his present interest, as the effect is to cause a charge for 4,851 square feet of footings at forty-five cents per foot = \$2,182.95, against the cost of finishing the foundations, whilst the charge for rubble stone is reduced 5,993 cubic feet (which is the content of the 'binders'), amounting to \$1,198.60; so the cost is enhanced \$984.35.

Third—I think this claim is well taken, and the amount should be computed from the architect's figures.

Fourth—This claim is correct, as I find by Voucher 124 that the 'extra length' of the fifty-two iron columns is specifically named as the base of the payment of \$676.00.

Fifth—As these four piers are incorporated in the interior walls, I included them, by error, in my measurement of these walls and their footings.

I append amended estimate of masonry in foundations, as per measurements of November 4, 1887, and computation of cost of finishing the foundations, in which the above five claims are allowed.

Yours respectfully,

DONALD W. CAMPBELL,

Civil Engineer.

DATA AND ESTIMATE OF COST

FOR COMPLETING THE FOUNDATIONS OF THE COLORADO CAPITOL BUILDING TO THE GRADE LINE, FOR OUTSIDE WALLS AND STEP FOUNDATION WALL, AND TO THE LEVEL OF THE BASEMENT FLOOR FOR INSIDE WALLS AND DOME FOUNDATION.

The total masonry required in the foundation is as follows:

	Cubic Ft.
Rubble masonry in outside walls, footings to grade line $15\frac{1}{2}$	167,084
Rubble masonry in inside walls, footings to basement floor $13\frac{3}{8}$	89,330
Step foundations to grade line	37,034
Dome foundation to basement floor (by architect's figures)	21,280
* Piers (if of same material—rubble) $17,325-5,993=$	11,332
Extra (Alteration Order No. 2) under step foundations	2,760
Fuel room wall	3,796
Total cubic feet	332,616

And the total cost of all work in foundations, as per contractor's bids, and bill for Extra Order No. 2, is as follows:

Original tender	\$ 82,235 28
Alteration Order No. 1	44,464 80
Alteration Order No. 2	572 40
Total	\$ 127,272 48

Of this sum the contractor has been paid to date the following sums (in total), which are here divided as applied to the "foundation" or "elsewhere":

VOUCHER.	FOUNDATION.	ELSE- WHERE.	REMARKS.
73	First estimate . . . \$ 4,833 36		
74	" " . . . 4,296 40		
78	Second " . . . 7,939 50		
88	Third " . . . 7,707 06		
96	Fourth " . . . 900 00	\$ 2,349 81	Iron "I" beams.
119	Fifth " . . . 1,037 70	1,362 65	" " "
123	Sixth " . . . 2,005 83	425 88	Iron columns.
124	Extra work 676 00	. . . . .	" " "extra."
130	Seventh estimate . . 1,355 40		
131	Advance on material 10,000 00		
135	Eighth estimate . . 7,670 43	151 20	Carpenter work.
136	Extra Order No. 2 . . 572 40		
148	Ninth estimate . . . 12,283 38	508 50	Iron "Pills" and Soil Pipe.
149	Tenth " . . . 4,685 49	179 55	" " " " "
153	Eleventh " . . . 6,951 69		
154	Extra Order No. 1 . . 6,000 00		
155	" " " . . 4,608 00		
Totals \$ 83,522 64		\$ 4,977 59	

To complete the foundations at schedule rates, the cost will be:

134,393	cubic feet rubble at 20 cents	\$ 26,878 60
2,292	square feet footings, for dome, at 45 cents	1,031 40
4,851	" " " " piers, at 45 cents	2,182 95
3,612½	" " area coping	2,709 37
5,993	cubic feet of "pier blocks" or binders, at 60 cents	3,595 80
Stone flagging of boiler and fuel rooms		4,581 50
126 stone steps		180 00
Concrete floor sub-basement		1,666 95
Brick arches, basement		4,096 08
Concrete in arches		3,413 40
24 hot-air chambers and ventilating shafts		480 00
Extending steam pipes 8 feet		2,120 00
"	plumbing "	1,420 00
"	iron stairs "	600 00
"	12 iron columns 8 feet	156 00
Total		\$ 55,112 05

The following is a statement of payments on account of rubble masonry, Colorado Capitol Building, showing amount from which discount of 10 per cent. was made, and amount credited to Alteration Order No. 1, from which nothing was retained:

	Cubic Ft.
Total bills paid on contract account, 10 per cent. retained	139,953
" " " on extra account, no retention	55,800
Total rubble masonry now in walls, within 8 feet of footings	128,994
" " " " " above 8 feet of footings	62,674
Richardson's bills	66,760

The above would make a difference of \$1,463.86 in the payments on contractors' bills, but, as he has been overpaid, I can not see that any wrong has been done to him.

DONALD W. CAMPBELL,
Civil Engineer.

APPENDIX "C."

CONTRACT FOR

THE WORKMANSHIP AND MATERIALS REQUIRED FOR COMPLETING THE FOUNDATION WALLS OF THE CAPITOL BUILDING OF THE STATE OF COLORADO, AT THE CITY OF DENVER, ACCORDING TO THE PLANS, ELEVATIONS AND DETAIL DRAWINGS FURNISHED BY E. E. MYERS, ARCHITECT, DETROIT, MICHIGAN.

CONTRACT.

This memorandum of agreement, made and entered into this 27th day of March, A. D. 1888, by and between the Board of Capitol Managers, created by an act of the Fifth General Assembly of the State of Colorado, entitled "An act to provide for the erection of a State Capitol Building at the city of Denver, and creating a Board of Management and Supervision, and appropriating funds therefor," approved April 1, 1885, party of the first part, and William Ford Geddis and David Duff Seerie, co-partners, under the firm name and style of Geddis & Seerie, of the city of Denver, and State of Colorado, parties of the second part:

Witnesseth, That the said parties of the second part, for and in consideration of the agreements hereinafter mentioned, do, for themselves, their heirs, executors and administrators, covenant, promise and agree to and with the said party of the first part, that they will, in pursuance of and under the provisions of the act aforesaid, on or before the 1st day of August, A. D. 1888, furnish and supply all the materials required therefor, except the iron and steel, and in the very best workman-like manner, and according to the very best skill and art, will well and substantially erect, construct, build and deliver to the said party of the first part, free and discharged of all claims, liens and charges whatsoever, on the land in the city of Denver, donated by Henry C. Brown to the Territory of Colorado in the year 1868, the foundation walls of the Colorado State Capitol Building, from the point where the work was abandoned by W. D. Richardson, to the grade line of the outside walls, and to the surface of the basement floor level for the inside walls, and dome foundation walls, including the placing of the steel bearing and floor beams of the basement, floors and the iron columns to support the same, and the building of the stone piers, as shown in the plans, and the laying of the flagging of the sub-portico, and make such changes in the walls, so far as the same were constructed by W. D. Richardson, as will make them conform to the plans and specifications; all said materials to be furnished and work done according to the plans, specifications and detail drawings of Mr. E. E. Myers, architect; which said specifications (so far as the same relate to the work to be done under this contract) and blue print copies of said plans and detail drawings (so far as the same severally relate to the work to be done under this contract) have this day been signed by the parties hereto, and are hereto attached and made part and parcel of this contract, as though the same were at length herein set forth and described in every particular.

It is hereby further agreed, By and between the parties hereto, that upon estimates being made upon any material or artisan work, the said material and work shall become the property of the party of the first part; and when any material has been delivered on the

grounds and accepted as suitable, although no payments have been made upon the same, said material shall become the property of the party of the first part.

Each month, during the construction of said foundation walls, there shall be furnished by the parties of the second part to the party of the first part, an accurate account, stating the work performed and material furnished during said month; and the party of the second part is hereby held liable in every particular for the entire accuracy of the same, and they shall, at all payments for work or material, receipt in full for all work performed and materials furnished to the date of each receipt, it being specially understood that the retained per cent. is retained on each estimate as additional security that the said parties of the second part shall and will perform each and every obligation required of them to complete said foundation walls in accordance with the terms of this contract; and in case of any failure of the said parties of the second part to perform all and singular the covenants, agreements or obligations herein, then the retained per cent. is hereby agreed upon by the parties hereto as a stipulated amount, or sum, as liquidated damages for, or on account of, any such failure. In addition to the said sum, or amount, the said parties of the second part shall be still further liable on their bond, to the full extent thereof, in case of the failure on the part of the parties of the second part to keep and perform the covenants, agreements or obligations contained in this contract.

It is also hereby understood and agreed, That the party of the first part shall have the right at all times during the progress of said work, with the approval of the architect, to make, or order to be made, such alterations, omissions and additions, or either, as in the opinion of the party of the first part may be proper, either in work or material; but any and all such orders for alterations, omissions and additions shall be made in writing, and a copy thereof delivered to the parties of the second part, and when so ordered, the reduction or increase in the price thereof, as the case may be, shall be determined in accordance with the schedule prices for said or similar work or material, at the time the changes are ordered or material furnished, or work done, and any

such alterations, omissions or additions shall not be held, or construed to operate as a release of the liability of the parties of the second part, or of the sureties on the bond of said second parties.

And should any dispute arise as to the character or quality of the work executed or materials furnished, or as to the way and manner of the execution of any part of the work performed, a decision on each case shall be based only on the requirement that the work and materials shall be first-class in every respect, and the work performed in the very best and most substantial and workman-like manner, and that which may be considered as customary and usual in the erection of other buildings of a similar character shall in no wise enter into any consideration or decision whatever. In the specifications where words or phrases are used as, "As may be directed," or as "directed hereafter," or "proper to be used," or "suitable," or where words of a similar import or character are used, the construction as to what may constitute such propriety, suitability or direction as to the way and manner of performing the work, or quality or kinds of material furnished, shall be referred to the Board of Capitol Managers, in writing, for their decision; and all appeals or statements to said Board shall only be made in writing, setting forth the facts in particular; and no decision or statement from said Board shall be considered binding by either of the contracting parties at any time during the progress of said work, unless the same has been rendered in writing and certified to by the Secretary of the Board of Capitol Managers. The decision as aforesaid of said Board shall be considered as final, and to be accepted by the parties in all disputes that may be referred to them; and this contract has been entered into with the distinct understanding that this consideration shall be and is the essence upon which this contract has been agreed to by the parties hereto.

It is further agreed, By and between the parties hereto, that the parties of the second part shall not assign this contract without the written consent of the party of the first part; and in case the party of the first part should consent, in writing, to the assignment of this contract, such assignment shall not be construed to

relieve or release the parties of the second part from any of the obligations or covenants contained in this contract, and in no event shall the sureties of the parties of the second part be thereby released or relieved from any of the obligations.

In consideration of the said parties of the second part faithfully performing the duties, covenants and obligations herein, the party of the first part agrees to pay to the parties of the second part, their legal representatives or assigns, for the entire construction and completion of said foundation walls, for all the work and materials of every kind and character required by the plans and specifications and detail drawings, the full sum of fifty-nine thousand seven hundred and fifty dollars, lawful money of the United States of America, and payments are to be made upon monthly estimates to be made on the first Wednesday of each month. The said estimates to be made by the Superintendent in charge, and shall be made to embrace all the materials furnished upon the grounds, the work executed which is in strict accordance with the plans and specifications and approved in writing by the Board of Capital Managers.

The estimates shall be based upon the prices named in the schedule of the parties of the second part for the various classes and kinds of material and artisan work to be furnished in the execution of said work, and payments will be made upon such estimates based upon the schedule prices at ninety (90) per cent., reserving ten (10) per cent. until the final completion of said work, and the acceptance of the same by the Board of Capitol Managers, party of the first part.

The party of the first part agrees to furnish to the parties of the second part a copy of the specifications and a blue print set of the detail plans according to which the material and labor are to be furnished and performed.

The Supervising Architect of the said Capitol Building, appointed by the party of the first part, shall have the right and power to inspect any and all work done, as well as any and all materials furnished, used or proposed to be used in the performance of this contract; and if the same be not in strict compliance with the

plans and specifications, to notify the parties of the second part to correct the same, and the said parties of the second part shall thereupon correct the same; and the parties of the second part shall have the right at any time to call upon said Supervising Architect, or in his absence upon the Superintendent, to inspect any work done or being done, as well as any material before it is used; provided, he shall not be called beyond the Capitol grounds for that purpose.

And the said party of the first part further agrees to appoint a competent Superintendent of Construction, whose duties shall be prescribed by the party of the first part, and who shall make monthly estimates of the work done and materials furnished, and who shall, in the absence of the Supervising Architect, have all the powers and discharge all the duties of the Supervising Architect, in addition to his own duties, except that of making alterations or changes in said work.

It is hereby distinctly understood, that this contract is made in pursuance of a public law of the State of Colorado, and entitled "An Act to provide for the erection of a State Capitol Building at the City of Denver, and creating a Board of Management and Supervision, and appropriating funds therefor," approved April 1, A. D. 1885. It is therefore hereby intended to make this contract in strict compliance with said law, and nothing in this contract or in the specifications shall be intended to be construed as being in conflict with the provisions of said law, but in cases the said law shall be and is hereby made the paramount contract or agreement, which is to govern and control the parties hereto, so far as the same may be applicable.

It is further agreed, That in the event of there being during the term of this contract any general strike or strikes among laborers, artisans or mechanics, to such an extent sufficient to stop the progress of the construction of said walls by reason thereof, and if it should become impossible to obtain sufficient workmen to proceed with the progress of the work; or if there should be a strike, or strikes, sufficient to prevent the transportation of material to said foundation walls, and thereby the work be delayed; or if changes and alterations should be made by the party of the first part caus-

ing necessary delay, then the time within which this contract is to be performed shall be extended for such period as the parties of the second part may have lost by reason of such delay.

In the event of the failure or neglect of the parties of the second part to faithfully prosecute said work for the space of thirty days, or in the event the parties of the second part abandon from any cause the construction of said foundation walls, the party of the first part shall have the right and power, at their option, to either complete the same or relet the same to other parties, and the parties of the second part shall forfeit all moneys which are or might have been payable to them under this contract to the party of the first part, as well as forfeit all their right, title and interest in and to any materials, tools, appliances and machinery in and upon the grounds and foundation walls; and the parties of the second part and their sureties shall be further liable to any and all damages which may accrue by reason of such failures or abandonment, as well as the additional amount it will cost to complete the said work.

It is hereby further agreed, That in case any conflict arises between the construction to be placed upon the contract and specifications, the language and the construction in the contract shall control.

It is further stipulated and agreed, By and between the parties hereto, that this contract shall not take effect or be in force until the parties of the second part shall have given a good and sufficient bond, with approved security, to be approved by the party of the first part in the sum of fifteen thousand dollars, said bond to be made to The People of the State of Colorado.

The Board of Capitol Managers, party of the first part, reserves the right, for good cause shown, to annul this contract. In the event this contract is annulled, party of the first part shall pay to the parties of the second part all their expenses and shall pay for all labor performed.



In Witness Whereof, The parties have hereunto set their proper hands and seals, in duplicate, the day and year first above written.

THE BOARD OF CAPITOL MANAGERS,
By Alva Adams, Governor of Colorado, ex-officio Chairman.
 WILLIAM FORD GEDDIS,
 DAVID DUFF SEERIE.

Attested:



Executed by order of the Board of Capitol Managers.

GEORGE T. CLARK,
Secretary.

BOND OF GEDDIS & SEERIE.

Know all men by these presents, That we, William Ford Geddis and David Duff Seerie, of the city of Denver, county of Arapahoe, and State of Colorado, as principals, and Erastus F. Hallack, and Charles D. McPhee, and Charles B. Patterson, of said county and State, as sureties, are held and firmly bound unto the people of the State of Colorado in the sum of fifteen thousand dollars (\$15,000), good and lawful money of the United States, to be paid to the said people of the State of Colorado or their assigns, for which payment, well and truly to be made, we do bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 27th day of March, A. D. 1888.

The condition of the above obligation is such, That, whereas, the above bounden William Ford Geddis and David Duff Seerie, under the firm name of Geddis & Seerie, did on the 27th day of March, A. D. 1888, execute and sign a certain contract, wherein said William Ford Geddis and David Duff Seerie, as Geddis & Seerie, became the parties of the second part, and the "Board of Capitol Managers," who, acting for and on behalf of the people of the State of Colorado, by virtue and in pursuance of an act of the Fifth General Assembly of the State of Colorado, entitled "An Act to provide for the erection of a State Capitol Building, at the city of

Denver, and creating a Board of Management and Supervision, and appropriating funds therefor," approved April 1, A. D. 1885, party of the first part; the object and intent of said contract being the erection, construction and completion of the foundation walls of said State Capitol Building, at the city of Denver, in the State of Colorado, in accordance with certain plans and specifications, which were signed and executed on the same day by the said parties, to-wit: The Board of Capitol Managers, party of the first part, and William Ford Geddis and David Duff Seerie, co-partners, doing business under the firm name and style of Geddis & Seerie, parties of the second part.

Now, therefore, If the above bounden William Ford Geddis and David Duff Seerie, their heirs, executors, administrators and assigns, or any of them, shall well and truly perform, fulfill and keep each and all of the covenants and agreements specified and contained in a certain contract dated the 27th day of March, A. D. 1888, aforesaid, as well as those contained and specified in certain plans and specifications signed and executed as aforesaid, and mentioned in and made a part of said contract, and each and all of them; and if the said William Ford Geddis and David Duff Seerie, their heirs, executors, administrators or assigns, or any of them, shall well and truly keep and perform each and every obligation, covenant and agreement which ought to be performed, fulfilled and kept, according to the true intent and meaning of said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

WILLIAM FORD GEDDIS. [SEAL]
 DAVID DUFF SEERIE. [SEAL]
 ERASTUS F. HALLACK. [SEAL]
 CHARLES D. MCPHEE. [SEAL]
 CHARLES B. PATTERSON. [SEAL]

STATE OF COLORADO,)
 ARAPAHOE COUNTY.) ss.

Erastus F. Hallack, and Charles D. McPhee and Charles B. Patterson, being first duly sworn, depose and say, each for himself, that he is the identical Erastus F. Hallack and Charles McPhee and Charles B. Patterson, who signed his name as one of the sureties to the bond of William Ford Geddis and David Duff Seerie, to

which this affidavit is attached; that he is the owner and possessed of property in the sum of fifteen thousand dollars (\$15,000) over and above all liabilities, debts, incumbrances and exemptions allowed by the laws of the State of Colorado.

ERASTUS F. HALLACK,
CHARLES D. MCPHEE,
CHARLES B. PATTERSON.

{ Notary's Seal. } * Subscribed and sworn to before me this
* this 27th day of March, A. D. 1888.

A. J. FOWLER,
Notary Public.

My commission expires April 12, 1891.

{ Seal of Board of Capitol Managers. } * The within and foregoing bond was
* approved by order of the Board of Capitol Managers, March 27, A. D. 1888.

GEO. T. CLARK,
Secretary.

APPENDIX "D."

List of bids received by Board of Capitol Managers for completing the Capitol Building, May 1, 1888.

No. of Bid as Opened	NAME OF PARTIES BIDDING.	Amount of Bid.	REMARKS.
1	J. B. Sullivan & Bro., Chicago, Ill.	\$ 42,727 00	Class 4 and glass part of Class 8
2	Hall Safe and Lock Co., Denver.	4,600 00	Vault work, with specifications
3	E. & P. Goutink, Denver.	7,000 00	Statuary
4	Suess Bros., Denver	22,500 00	Class 5 only
5	Geo. A. Bushnell & Co., Denver	3,474 00	Vault work
6	Peter Gundry, Denver	1,452,000 00	Whole work
7	Tobias Johnson, Denver	177,120 00	Class 2
8	Colorado Iron Works, Denver	267,500 00	Class 10
9	Bakewell & Mullins, Salem, O.	83,938 00	Class 9
9	Bakewell & Mullins, Salem, O.	19,396 00	
10	P. E. Lane, Chicago, Ill.	217,442 00	Class 10, with full schedule
11	Pickel Marble and Granite Co., St. Louis, Mo	36,165 00	Class 7, without concreting
12	Jas. J. Walters, Denver	64,000 00	Class 9
13	Chas. M. McCabe, Denver	72,898 00	Class 3
14	T. W. Lawrence, Denver.	79,885 00	Class 3
15	E. J. Trenwith, Denver	22,978 00	Class 5

16	C. J. Reilly, Denver	\$	48,237 00	. . . . .	Class 6
17	E. H. Cook & Co., Rochester, N. Y.		39,750 00	. . . . .	Class 6
18	Chas. L. Dow, Denver		16,447 00	. . . . .	Class 4
19	Smith & Ashton, Denver.		146,968 00	. . . . .	Class 2
20	Benn Brewer, Denver		184,475 00	. . . . .	Class 2
21	R. P. McDonald, Denver		118,957 37	. . . . .	Class 2, incomplete
22	S. J. Pope & Co., Chicago, Ill		49,994 71	. . . . .	Classes 5 and 6, with full schedule
22	S. J. Pope & Co., Chicago, Ill		9,990 00	. . . . .	Two elevators
23	M. D. Corrigan, Denver		44,944 00	. . . . .	Class 7
24	M. D. Corrigan, Denver		68,785 00	. . . . .	Class 3
25	Geddis & Secrie, Denver		639,000 00	. . . . .	Classes 1 and 2, Brandford stone
25	Geddis & Secrie, Denver		679,000 00	. . . . .	Classes 1 and 2, Trinidad stone
25	Geddis & Secrie, Denver		700,000 00	. . . . .	Classes 1 and 2, Gunnison stone
25	Geddis & Secrie, Denver		700,000 00	. . . . .	Classes 1 and 2, Armijo stone
25	Geddis & Secrie, Denver		780,000 00	. . . . .	Classes 1 and 2, Ohio blue stone
26	Stearns, Roger & Co., Denver		65,000 00	. . . . .	Class 6
27	Halleck & Howard Lumber Co., Denver		185,000 00	. . . . .	Class 8
28	Clark, Raffin & Co., Chicago, Ill		281,625 00	. . . . .	Class 10
29	E. F. Halleck Lumber and Manufacturing Co., Denver		1,278,885 00	. . . . .	All work
30	J. A. Morass & Co., Detroit, Mich		1,213,252 00	. . . . .	All work
31	Bryne & Neamy, Denver		1,800 00	. . . . .	Statuary
32	Hughes & Keith, Denver.		13,100 00	. . . . .	Class 5

CLASSIFIED TABLE OF BIDS RECEIVED MAY 1, 1888,

FOR THE CONSTRUCTION OF THE COLORADO STATE CAPITOL BUILDING.

	CLASS 1.	CLASS 2.	CLASS 3.	CLASS 4.	CLASS 5.	CLASS 6.	CLASS 7.	CLASS 8.	CLASS 9.	CLASS 10.	TOTAL.	NOT CLASSIFIED	REMARKS.
	Stone work.	Brick work.	Plastering.	Painting.	Plumbing and sewerage.	Heating and ventilation.	Marble, tiles, and concret-ing.	Wood work, glass and hardware.	Sheet metal work and slat-ing.	Cast and wrought iron work and vault work.			
1 J. B. Sullivan & Bro.	\$	\$	\$	\$ 14,609 00	\$	\$	\$	\$	\$	\$	14,609 00	\$ 28,118 00	Glass and glazing
2 Hall Safe & Lock Co												4,600 00	Vault work
3 E. and P. Gontink												7,000 00	Statnary
4 Sness Bros					22,500 00						22,500 00		
5 Geo. A. Bushnell & Co												3,474 00	Vault work
6 Peter Gundry	This bid is	not sched-	uled.	If stones "C" or "D" are	adopted			41,982 00	extra.		1,452,000 00		For stone "A" or "B"
7 Tobias Johnson		177,120 00									177,120 00		
8 Colorado Iron Works										267,500 00	267,500 00		
9 Bakewell & Mullins									83,938 00		83,938 00	19,396 00	Non-corrosive steel dome covering.
10 P. E. Lane										217,142 00	217,442 00		Full schedule
11 Pickel Marble & Granite Co												36,165 00	Class 7 without concrete
12 James J. Walters									64,000 00		64,000 00		
13 Charles M. McCabe			72,898 00								72,898 00		
14 T. W. Lawrence			79,885 00								79,885 00		
15 E. J. Trenwith					22,978 00						22,978 00		
16 C. J. Reilly						48,237 00					48,237 00		
17 E. H. Cook & Co						39,750 00					39,750 00		
18 Charles L. Dow				16,447 00							16,447 00		
19 Smith & Ashton		146,968 00									146,968 00		
20 Benn Brewer		184,475 00									184,475 00		
21 R. P. McDonald												118,957 37	Class 2 incomplete
22 S. J. Pope & Co.					12,432 14	37,558 57					49,994 71		Full schedule
22 S. J. Pope & Co.												9,900 00	Two elevators
23 M. D. Corrigan							44,944 00				44,944 00		
24 M. D. Corrigan			68,785 00								68,785 00		
25 Geddis & Seerie	499,000 00	140,000 00									639,000 00		"Bradford"
25 Geddis & Seerie	539,000 00	140,000 00									679,000 00		"Trinidad"
25 Geddis & Seerie	560,000 00	140,000 00									700,000 00		"Gunnison"
25 Geddis & Seerie	560,000 00	140,000 00									700,000 00		"Armijo"
25 Geddis & Seerie	640,000 00	110,000 00						185,000 00			780,000 00		"Ohio Blue"
26 Stearns, Rogers & Co						65,000 00					65,000 00		
27 Hallack and Howard L. Co.								185,000 00			185,000 00		
28 Clark, Raffin & Co										281,625 00	281,625 00		
29 E. F. Hallack L. and Mfg. Co.	502,000 00	132,960 00	70,000 00	16,843 00	10,300 00	44,600 00	34,500 00	119,182 00	78,000 00	270,500 00	1,278,885 00		"Sandstone"
29 E. F. Hallack L. and Mfg. Co.	544,000 00	132,960 00	70,000 00	16,843 00	10,300 00	44,600 00	34,500 00	119,182 00	78,000 00	270,500 00	1,320,885 00		"Trinidad"
29 E. F. Hallack L. and Mfg. Co.	564,000 00	132,960 00	70,000 00	16,843 00	10,300 00	44,600 00	34,500 00	119,182 00	78,000 00	270,500 00	1,340,885 00		"Gunnison" or "Armijo"
29 E. F. Hallack L. and Mfg. Co.	554,000 00	132,960 00	70,000 00	16,843 00	10,300 00	44,600 00	34,500 00	119,182 00	78,000 00	270,500 00	1,430,885 00		"Ohio Blue"
30 J. A. Morass & Co.	524,300 35	153,321 51	66,000 00	15,000 00	11,618 80	41,600 00	79,200 00	89,856 00	59,500 00	160,000 00	1,213,252 66		"Sandstone"
31 Byrne & Neameyer												1,800 00	Statnary
32 Hughes & Keith					13,100 00						13,100 00		

APPENDIX 'E.'

CONTRACT FOR

THE WORKMANSHIP AND MATERIALS OF ALL STONE AND STONE WORK AND OF ALL BRICK AND BRICK WORK REQUIRED FOR THE STATE CAPITOL BUILDING OF THE STATE OF COLORADO, AT THE CITY OF DENVER, ACCORDING TO THE PLANS, ELEVATIONS AND DETAILED DRAWINGS FURNISHED BY E. E. MYERS, ARCHITECT, DETROIT, MICHIGAN.

This memorandum of agreement, Made and entered into this fifth day of June, A. D. 1888, by and between The Board of Capitol Managers, created by an act of the Fifth General Assembly of the State of Colorado, entitled "An act to provide for the erection of a State Capitol Building at the city of Denver, and creating a Board of Management and Supervision, and appropriating funds therefor," approved April 1, 1885, party of the first part, and William Ford Geddis and David Duff Seerie, co-partners under the firm name and style of Geddis & Seerie, of the city of Denver and State of Colorado, parties of the second part:

Witnesseth, That the parties of the second part, for and in consideration of the agreements hereinafter mentioned, do for themselves, their heirs, executors, administrators, covenant, promise and agree to and with the said party of the first part, that they will in pursuance of and under the provisions of the act aforesaid, on or before the twenty-fifth day of December, A. D. 1890, furnish and supply all the materials and labor necessary to execute and finish the stone and stone work, brick and brick work of the State Capitol Building of Colorado, at the city of Denver, including therein the cut stone, backing of the cut stone to the line of the first floor, the rubble masonry of all walls up to the line of the first floor, all bond stone, pier binders, seam and girder bearings, all wrought-iron anchorage required to anchor the stone work together, and to build the dome walls of rubble masonry to the heights required by the plans, all brick work required for the walls above the floor line of the first story and backing of the cut stone, the floor arches and arches for openings, wood lintels to the openings required by the plans, and all centers required for

turning wall and floor arches, the setting of all pier binders, stone, beam and girder bearings, the bedding and securing of all anchorage of the stone work within the brick walls, and all other brick work required in said building as shown by the plans, and to furnish all cement, lime, sand and other materials required for said work; all of said work and materials to be first-class in every respect, and to be furnished and done according to the plans, specifications and detail drawings of Mr. E. E. Myers, architect, which said specifications and blue print copies of said plans and detail drawings (so far as the same severally relate to the work to be done under this contract) have been this day signed by the the parties hereto, and are hereto attached, and made a part and parcel of this contract, as though the same were at length herein set forth and described in every particular.

It is especially understood between the parties hereto, That the work and labor to be performed and the material furnished under the terms of this contract, and the work and labor to be performed and the material furnished under and by virtue of the terms of a certain other contract, entered into between the parties hereto on the 27th day of March, A. D. 1888, comprise all the stone and stone work, and all the brick and brick work required for a finished and complete job in the construction of the said State Capitol Building. It is hereby further agreed by and between the parties hereto, that upon estimates being made upon any material or artisan work, the said material and work shall become the property of the party of the first part; and when any material has been delivered on the grounds, and accepted as suitable, although no payments have been made upon the same, said material shall become the property of the party of the first part.

Each month, during the progress of said work, there shall be furnished, by the parties of the second part to the party of the first part, an accurate account, stating the work performed and material furnished during said month; and the parties of the second part are hereby held liable in every particular for the entire accuracy of the same; and they shall at all payments for work or material, receipt in full for all work performed and ma-

materials furnished to the date of said receipt, it being specially understood that the retained per cent. is retained on each estimate as additional security that the said parties of the second part shall and will perform each and every obligation required of them to complete said work in accordance with the terms of this contract; and in case of any failure of said parties of the second part to perform all and singular the covenants, agreements or obligations herein, then the retained per cent. is hereby agreed upon by the parties hereto as a stipulated amount or sum as liquidated damages for or on account of any such failure: in addition to the said sum or amount the said parties of the second part shall be still further liable on their bond to the full extent thereof, in case of the failure, on the part of the parties of the second part, to keep and perform the covenants, agreements or obligations contained in this contract.

It is also hereby understood and agreed, That the party of the first part shall have the right at all times during the progress of said work, with the approval of the architect, to make, or order to be made, such alterations, omissions or additions, or either, as in the opinion of the party of the first part may be proper, either in work or material; but any and all such orders for alterations, omissions and additions shall be made in writing, and a copy thereof delivered to the parties of the second part, and when so ordered the reduction or the increase in the price thereof, as the case may be, shall be determined in accordance with the schedule prices for said or similar work or material at the time the changes are ordered, or material furnished, or work done; and any such alterations, omissions or additions shall not be held or construed to operate as a release of the liability of the parties of the second part, or of the sureties on the bond of said parties of the second part; and should any dispute arise as to the character or quality of the work executed or materials furnished, or as to the way and manner of the execution of any part of the work performed, a decision in each case shall be based only on the requirement that the work and materials shall be first-class in every respect, and the work performed in the very best and most substantial and workman-like manner, and that which may be considered as

customary and usual in the erection of other buildings of a similar character shall in no wise enter into any consideration or decision whatever.

In the specifications where words or phrases are used, as "as may be directed," or as "as directed hereafter," or "proper to be used," or "suitable," or where words of a similar import or character are used, the construction as to what may constitute such propriety, suitability or direction as to the way and manner of performing the work, or quality or kinds of material furnished, shall be referred to the Board of Capitol Managers, in writing, for their decision; and all appeals or statements to said Board shall only be made in writing, setting forth the facts in particular; and no decision or statement from said Board shall be considered binding on either of the contracting parties at any time during the progress of said work, unless the same has been rendered in writing and certified to by the Secretary of the Board of Capitol Managers. The decision, as aforesaid, of said Board, shall be considered as final, and to be accepted by the parties in all disputes that may be referred to them; and this contract has been entered into with the distinct understanding that this consideration shall be and is the essence upon which this contract has been agreed to by the parties hereto.

It is further agreed by and between the parties hereto, That the parties of the second part shall not assign this contract without the written consent of the party of the first part; and in case the party of the first part should consent, in writing, to the assignment of this contract, such assignment shall not be construed to relieve or release the parties of the second part from any of the obligations or covenants contained in this contract, and in no event shall the sureties of the parties of the second part be thereby released or relieved from any of the obligations.

In consideration of the said parties of the second part faithfully performing the duties, covenants and obligations herein, the party of the first part agrees to pay to the parties of the second part, their legal representatives or assigns, for the said work and materials as required by the plans, specifications and detail drawings, the full sum of seven hundred thousand dollars

(\$700,000), lawful money of the United States of America, and payments are to be made on monthly estimates, to be made on the first Wednesday of each month, the said estimates to be made by the Superintendent in charge, and shall be made to embrace all the materials furnished on the grounds, the work executed which is in strict accordance with the plans and specifications, and approved in writing by the Board of Capitol Managers.

The estimates shall be based upon the prices named in the schedule of the parties of the second part for the various classes and kinds of materials and artisan work to be furnished in the execution of said work, and payments will be made upon such estimates, based upon the schedule prices at ninety (90) per cent., reserving ten (10) per cent. until the final completion of said work, and the acceptance of the same by the Board of Capitol Managers, the party of the first part. The party of the first part agrees to furnish to the parties of the second part a copy of the specifications and a blue print set of the detail plans, according to which the material and labor are to be furnished and performed.

The Supervising Architect of the said Capitol Building, appointed by the party of the first part, shall have the right and power to inspect any and all work done, as well as any and all materials furnished, used or proposed to be used in the performance of this contract; and if the same be not in strict compliance with the plans and specifications, to notify the parties of the second part to correct the same, and the parties of the second part shall thereupon correct the same; and the parties of the second part shall have the right, at any time, to call upon said Supervising Architect, or in his absence on the Superintendent, to inspect any work done or being done, as well as any material before it is used; provided, he shall not be called beyond the Capitol grounds for that purpose.

And the said party of the first part further agrees To appoint a competent Superintendent of said work, whose duties shall be prescribed by the party of the first part, and who shall make monthly estimates of the work done and materials furnished, and who shall, in the absence of the Supervising Architect, have all the

powers and discharge all the duties of the Supervising Architect, in addition to his own duties, except that of making alterations or changes in said work.

It is hereby distinctly understood, That this contract is made in pursuance of a public law of the State of Colorado, and entitled "An Act to provide for the erection of a State Capitol Building at the city of Denver, and creating a Board of Management and Supervision, and appropriating funds therefor," approved April 1, A. D. 1885. It is therefore hereby intended to make this contract in strict compliance with said law. And nothing in this contract or in the specifications shall be intended to be construed as being in conflict with the provisions of said law, but in all cases the said law shall be and is hereby made the paramount contract or agreement which is to govern and control the parties hereto, so far as the same may be applicable.

It is further agreed, That in the event of there being, during the term of this contract, any general strike or strikes among labors, artisans or mechanics, to an extent sufficient to stop the progress of said work by reason thereof, and if it should become impossible to obtain sufficient workmen to proceed with the same; or if there shall be a strike, or strikes, sufficient to prevent the transportation of material and thereby the work be delayed; or if changes should be made by the party of the first part causing necessary delay, the time within which this contract is to be performed shall be extended for such period as the parties of the second part may have lost by reason of such delay.

In the event of the failure or neglect of the parties of the second part to faithfully prosecute said work for the space of thirty days, or in the event the parties of the second part abandon, from any cause, the prosecution of said work, the party of the first part shall have the right and power, at their option, to either complete the same, or relet the same to other parties; and the parties of the second part shall forfeit all moneys which are, or might have been, payable to them under this contract to the party of the first part, as well as forfeit all their right, title and interest in and to any materials, tools, appliances and machinery in and upon the grounds and foundation walls; and the parties of the second part and

their sureties shall be further liable to any and all damages which may accrue, by reason of such failure or abandonment, as well as the additional amount it will cost to complete the said work.

It is hereby further agreed, That in case any conflict arises between the construction to be placed upon the contract and specifications, the language and the construction in the contract shall control.

It is further stipulated and agreed, By and between the parties hereto, that this contract shall not take effect or be in force until the parties of the second part shall have given a good and sufficient bond, with approved security, to be approved by the party of the first part, in the sum of one hundred and seventy-five thousand (\$175,000) dollars; said bond to be made to The People of the State of Colorado.

It is agreed, That the superstructure of said State Capitol Building shall be built of stone from the Gunnison quarry, Gunnison county, Colorado, unless, upon the development of said quarry, it shall be found impracticable to procure a sufficient quantity of stone therefrom of the kind and character required, in which event the party of the first part shall have the right to designate any other quarry from which said stone shall be taken; and the said parties of the second part shall at once proceed to develop the Gunnison quarry; and if upon such development said quarry is not satisfactory in quantity and quality, the party of the first part shall refund to the parties of the second part all moneys expended by the parties of the second part in developing the same, said payment not to exceed in any event the sum of \$1,500. The parties of the second part agree to secure from the owner or owners of the Gunnison quarry, and from the owner or owners of such other quarry as may be selected in the event of said Gunnison quarry proving unsatisfactory, a lease giving to the said parties of the second part, and their assigns, the absolute control thereof, for the purpose of quarrying stone therefrom during the construction of said Capitol Building; and in case the said parties of the second part shall fail or refuse to perform and carry out this contract, then and in that event said lease and all rights and privileges secured to the parties of the second part there-

under shall be held to be assigned and transferred to the party of the first part.

The Board of Capitol Managers, party of the first part, reserves the right, for good cause shown, to annul this contract; and in the event this contract is annulled, the parties of the first part shall pay to the parties of the second part all their expenses, and shall pay for all labor performed.



In Witness Whereof, The parties hereto have set their proper hands and seals, in duplicate, the day and year first above written.

THE BOARD OF CAPITOL MANAGERS,

By Alva Adams, Governor and ex-officio Chairman. [SEAL]

WILLIAM FORD GEDDIS, [L. S.]

DAVID DUFF SEERIE. [L. S.]

Attest:

Executed by order of the Board of Capitol Managers.

GEORGE T. CLARK,

Secretary.

BOND OF MESSRS. GEDDIS & SEERIE, CONTRACTORS,

FOR STONE AND BRICK, AND STONE AND BRICK WORK, COLORADO
STATE CAPITOL BUILDING.

Know all men by these presents, That we, William Ford Geddis and David Duff Seerie, of the city of Denver, and State of Colorado, as principles, and E. F. Hallack and M. J. Lawrence, of the city of Denver, and State of Colorado, as sureties, are held and firmly bound unto the people of the State of Colorado in the sum of one hundred and seventy-five thousand dollars (\$175,000), good and lawful money of the United States, to be paid to the said The People of the State of Colorado, or their assigns, for which payment well and truly to be made, we do bind ourselves, our heirs, executors and administrators jointly, severally and firmly by these presents, sealed with our seals, and dated this fifth day of

June, A. D. 1888. The condition of the above obligation is such, that whereas, the above bounden William Ford Geddis and David Duff Seerie did, on the fifth day of June, A. D. 1888, execute and sign a certain contract, wherein the said William Ford Geddis and David Duff Seerie became the parties of the second part, and "The Board of Capitol Managers, acting for and on behalf of The People of the State of Colorado, by virtue and in pursuance of an act of the Fifth General Assembly of the State of Colorado, entitled 'An Act to provide for the erection of a State Capitol Building at the City of Denver, and creating a Board of Management and Supervision, and appropriating funds therefor,'" approved April 1, 1885, party of the first part, the object and intent of said contract being to supply all of the workmanship and materials for all stone and stone work and of all brick and brick work required for the State Capitol Building of the State of Colorado, at the city of Denver, according to the plans, specifications and detail drawings, furnished by E. E. Myers, architect, Detroit, Michigan, which were signed and executed on the same day by the same parties, to wit: The Board of Capitol Managers, party of the first part, and William Ford Geddis and David Duff Seerie, parties of the second part.

Now, therefore, If the above bounden William Ford Geddis and David Duff Seerie, their heirs, executors, administrators and assigns, or any of them, shall well and truly perform, fulfill and keep each and all of the covenants and agreements specified and contained in said certain contract, dated the 5th day of June, A. D. 1888, as aforesaid, between the parties aforesaid, as well as those contained and specified in said certain plans and specifications, signed and executed as aforesaid, and mentioned in and made a part of said contract, and each and all of them; and if the said William Ford Geddis and David Duff Seerie, their heirs, executors, administrators and assigns, or any of them, shall well and truly keep and perform each and every obligation, covenant and agreement which ought to be performed, fulfilled and kept, according to the true intent and meaning of said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

WILLIAM F. GEDDIS. [SEAL]

DAVID DUFF SEERIE. [SEAL]

E. F. HALLACK. [SEAL]

M. J. LAWRENCE. [SEAL]

STATE OF COLORADO, }
 ARAPAHOE COUNTY, } ss.

E. F. Hallack and M. J. Lawrence, being duly sworn, depose and say each for himself, that he is the identical E. F. Hallack and M. J. Lawrence, who signed his name as one of the sureties on the bond of William Ford Geddis and David Duff Seerie, to which this affidavit is attached; that he is the owner and possessed of property in the State of Colorado in the sum of one hundred and seventy-five thousand dollars (\$175,000) over and above all liabilities, incumbrances and exemptions allowed by the laws of the State of Colorado.

 (Notary's)
 (Seal.) Subscribed and sworn to before me this
 ----- 6th day of June, A. D. 1888.

C. A. LOVEFACE,
Notary Public.

My commission expires May 14, 1891.

APPENDIX "F."

REPORT OF

D. W. CAMPBELL, CIVIL ENGINEER, ON CAPACITY AND AVAILABILITY
 OF THE SAND-STONE QUARRY NEAR GUNNISON, TO FURNISH
 STONE FOR THE CAPITOL BUILDING.

DENVER, August 17, 1888.

To the Board of Capitol Managers, Denver:

GENTLEMEN:—At the request of the Board, and in company with Governor Adams, Mr. Spangler and Mr. Geddis, I, on the 15th inst., visited the quarry near Gunnison, from which it is proposed to take the stone for the construction of the Capitol Building, and made an examination as to the probable capability of the quarry to supply sufficient stone of a uniform color with which to construct the building.

The quarry is located on the Crested Butte branch of the Rio Grande Railway, about seven miles from Gunnison, and on the left bank of the Gunnison River. The

surface of the railway is somewhat in excess of thirty feet above the surface of the water in the river on the day of our visit. The river has cut the rock adjoining the quarry to an almost perpendicular face, thus exposing the strata for examination to the water surface. By this exposure, it was seen that the rock from which suitable stone could be quarried had a depth of about ten feet below the lowest level of the opened face. Below this was a strong, hard rock, which is coarser and contains considerable iron; therefore not available for the contractor's use. I annex a rough sketch (without scale) of the quarry and vicinity.

The contractors (Messrs. Geddis & Seeric) have developed a face about sixty feet long and eighteen feet high, and have stripped back about thirty-five feet from this face. The rock surface stripped rises about two feet in the distance exposed. In developing the face they have taken out a large quantity of stone in blocks, which are piled at the quarry, and afforded an opportunity of observing the general output of the quarry as regards color and quality of grain. The quality of grain is very uniform, and five specimens are submitted herewith, which were taken from various parts of the face. As this quality has been accepted by the Board, I will omit all further reference to it, confining this report to quantity and color. With reference to color, I estimate that fully forty per cent., or two-fifths of the stone taken out, would be rejected on inspection as unfit for the building, on account of iron and clay stains.

The sound stone "in sight" from the face to the fault shown in sketch, estimating that the face is extended down ten feet below its present foot, does not exceed one hundred and fifty thousand cubic feet. If one-third is allowed for quarry waste and forty per cent. for faulty color, this would give about sixty thousand cubic feet available for the building.

The ten feet of stone which is assumed to be below the stone already worked out, is, in all probability, powder shattered by the railway company's quarrying, and also clay stained, and it would not now pay to take it out.

Beyond the fault (which has a width of forty-five to fifty feet), there is probably a large body of sound stone,

and as the hill rises rapidly, the quantity required may be assumed to be there, and it may also be assumed that the color will be less affected when the face is higher. On the other hand, the stripping is very heavy, and the large mass of stone in the fault would bar approach from that direction.

If approached from the ravine, there would be a great deal of surface stone to be worked from under heavy stripping before a good face could be exposed.

My judgment is that this was the place where the money allowed by the Board to develop the quarry should have been expended. If the approach is made from the railway main track, the expense of opening the quarry without blocking the track would be very great.

In view of the fact that there is no market for the rejected stone, the cost per cubic foot of acceptable stone would be very great, and likely to entail heavy loss on the contractors (should they decide on assuming the risk), and greatly impede the construction of the building.

Respectfully submitted,

DONALD W. CAMPBELL,
Civil Engineer.



SKETCH
OF
QUARRY,

ABOUT SEVEN MILES FROM

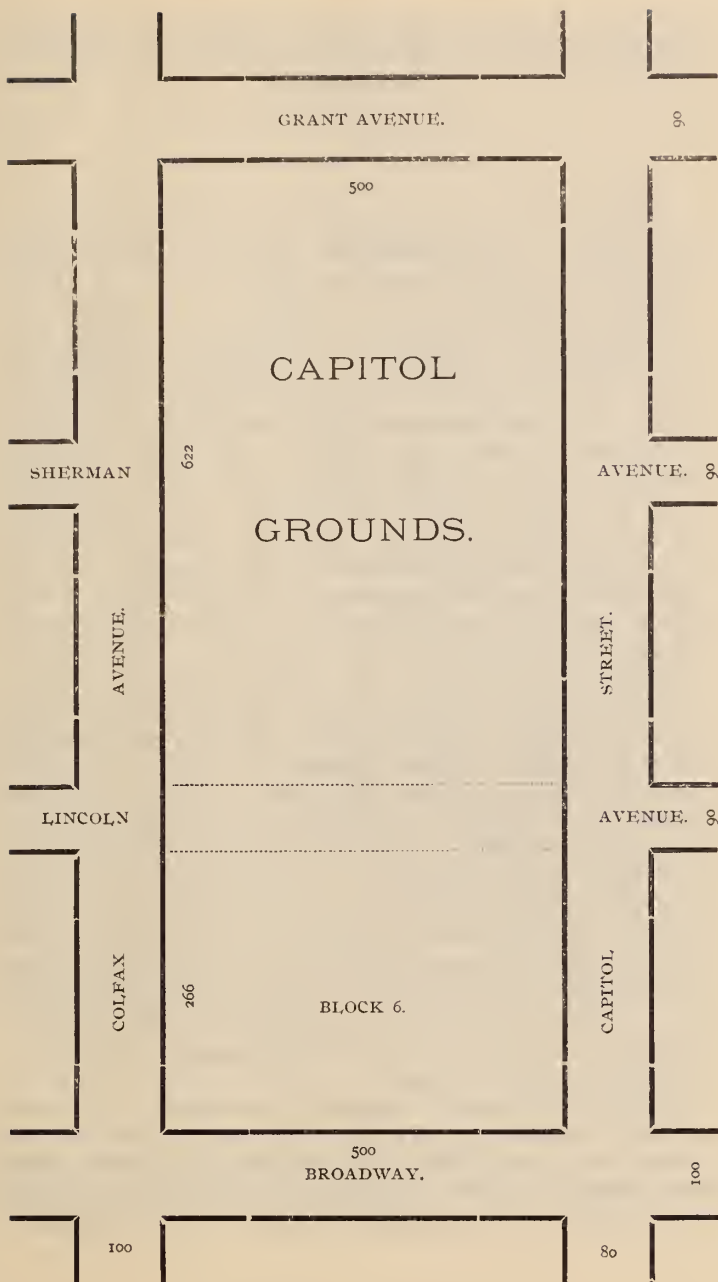
GUNNISON.

NO SCALE.

AUGUST 15TH, 1888.

DONALD W. CAMPBELL,

ENGINEER.



DESCRIPTION OF THE COLORADO STATE
CAPITOL.

By E. E. MYERS, Architect.

The building will be of the Corinthian order of classic architecture; a style admirably adapted to public buildings of like character and magnitude.

The Corinthian order of architecture is unquestionably the most graceful production which the genius of Greek architects and builders ever evolved. It is simple, yet graceful, naturally suggesting solidity and permanence. It offers unrivaled facilities for light, and in all the varied requisites for a public building, it excels the numerous styles of architecture which have been devised in modern times; but which, for public edifices, are complete failures, and which will sustain no comparison with the architecture of those magnificent buildings of the past, the remains of which, in Greece and Rome, still excite the wonder and admiration of mankind.

The great temples of the most advanced nations of antiquity—Egypt, Greece and Rome—the edifices where the citizens were accustomed to meet for deliberations concerning their national affairs—the halls where justice was administered—the palaces, blazing with the splendors of royalty, and adorned with the most famous productions of the sculptor's and painter's art—all these were built in the classic style of architecture, founded upon one of the three great orders: Doric, Ionic or Corinthian, of which the Corinthian was the latest and most perfect and beautiful. Most of the noted buildings of antiquity have, through neglect or the ravages of war, drifted into ruin, but their fragments, which remain in their silent columns and friezes, suggest the ideas of majesty and permanence.

Had Greece been continuously peopled by a prosperous and flourishing race, the Pantheon might now be viewed as it stood in its grand proportions when first consecrated by the Athenians; and had the same been true of Egypt, the massive wonders of hundred-gated

Thebes might still be seen in their grandeur, and the stately classic temples of Karnak and Luxor. In our advanced American civilization there need be no apprehension that the Capitol Building of Colorado will not stand, a handsome and stately structure, the admiration of future ages.

It seems strange that elements so few, though admitting of a great variety of outline, should be capable of producing these exquisite forms of beauty, which will always be the admiration of the civilized world. Yet, these features—so simple in their nature—require in their treatment the greatest skill to produce a building of true classic grandeur. Simplicity is peculiar to classic architecture, and is its grand characteristic.

The new Capitol will contain a sub-basement, a full basement, and first, second and third stories, constructed entirely of cut stone with surfaces smoothly dressed for all the exterior work above the grade line, and will be surmounted by an elegant dome. The entire workmanship of the four fronts and dome will be strictly Corinthian, having no unnecessary carving, but ornamented simply by the embellishments demanded by the Corinthian order, which, like its two classic sisters, relies for its grand effects upon correct proportions and properly treated details, rather than elaborate and excessive ornamentation. For beauty and utility combined, no other form of architecture can equal the Corinthian, and the value of this and its kindred orders, the Doric and Ionic, will be readily appreciated when the simple and evident fact is considered, that while all other forms of architecture have, within the past two thousand years, undergone modifications, entire changes and utter annihilation, these recognized models continue to exist, as when first designed, the accepted form for stately public buildings, such as the Capitol Building for a great State, by right, should be.

The style of architecture for a public building should be suited to the building itself, and the purposes for which it is intended to be used. Where laws are to be enacted for the government of a great State, public records preserved, and accommodations provided for the executive and judiciary branches of the government, the character of the building should be such as would com-

mand respect for these high purposes; and the grotesque and fanciful styles of architecture resorted to so extensively at the present day, should be carefully shunned as unbefitting to a structure where dignity of appearance is demanded by its uses.

The building will have no useless towers, minarets or turrets, which, while expensive, are of little or no value. They may serve to illustrate or enliven a badly proportioned design, or lead the eye away from violations of harmony, and thereby prove a momentary attraction to the uncultivated, but can never secure the approbation of the cultured student or connoisseur.

In the main pediment will be presented an allegorical group of statuary, representing the wealth, progress and substantial interests of the State of Colorado, and the various channels leading to their development.

VENTILATION.

This most important requisite to a public building has been fully and intelligently provided for. By use of powerful exhaust fans the foul air will be constantly taken from every portion of the building, and forced directly into the smoke shaft. The vacuum thus produced will be at once supplied with an equal amount of fresh air, taken at a point one hundred and eighty feet above the ground, at the corners of the dome wall, where the air is never contaminated with dust or foul vapors. The air thus received by the use of supply fans is forced through the fresh air ducts to every part of the building, and properly warmed by contact with the direct radiators before its admission into the apartments and corridors.

HEATING.

The building will be heated by steam, generated by four steel boilers, which will be located in the sub-basement. These boilers will also supply steam for the operation of the pumps in connection with the elevators, and for the operation of the ventilation of the building.

THE SUB-BASEMENT.

In the sub-basement will be located the boilers, engine, exhaust and supply fans, and ample room for the

storage of fuel. The fuel room will be reached by an underground passage-way from the street, with suitable tracks, so that the coal may be brought into the building by this system, thereby avoiding the nuisance of coal dust, which would result should other methods be adopted. Below the sub-basement floor (which will be concreted), will be placed all the foul air ducts, the steam supply and return lines, together with the drainage and sewerage of the building.

THE BASEMENT.

The basement story will have a clear height of fifteen feet, and all of the apartments will be well lighted. It will contain rooms for the Adjutant General, State Geologist and mineral cabinet, Commissioner and Inspector of Mines, Horticultural and Historical Societies, storage and vault rooms for Secretary of State, janitor and engineer's living rooms, wash rooms and water closets.

THE FIRST STORY.

On the first floor will be the apartments of the Governor, Attorney General, Secretary of State, State Auditor, State Treasurer, Railroad Commissioner, Superintendent of Public Instruction, Insurance Commissioner, and State Engineer. All the offices are provided with fireproof vaults, and wardrobe accommodations for most of them. The offices have been arranged and located with especial reference to their business connections with each other, and the convenience not only of the officers who will occupy them, but of those who will have public business transactions therein. The story will have a clear height of twenty-one feet, and will have spacious and well lighted corridors, extending the entire length and breadth of the building, and crossing at the spacious rotunda in the center.

SECOND STORY.

Upon the second floor are located the Legislative halls, the Supreme Court room, consultation and private rooms of the judges, the State library, Librarian's apartments, Legislative postoffice, and rooms for Legislative officers. The Legislative halls and State library

will occupy the height of the second and third stories, as more fully described below. The Representative hall will occupy the west front, being sixty-three feet in length by fifty-two in width, and having a height of forty-two feet. Connected with it are the rooms of the Speaker and Clerk, lobbies, and appropriate cloak and toilet rooms. Private stairs will lead from the consultation rooms to the galleries, which will be on the line of the third story floor. The ceiling of the hall will be coffered and paneled, and the walls surrounding the room will have fluted pilasters with Ionic caps on the floor line, and the same with Corinthian caps on the line of the gallery, with stucco cornices on each line of caps. The Senate chamber is at the south end of the building, and will correspond in height and character of finish with the Representative hall. It will be sixty-four feet in length by thirty-seven in width, and have in connection the rooms required for the officers and committees of the Senate, corresponding with those provided for the House.

The State library—with the Law library adjoining—is located at the east front of the building, also occupying the height of the second and third stories. The State library is sixty-seven feet in length by fifty feet in width; each tier of alcoves being reached by circular iron stairs from the office of the Librarian. The Law library, adjoining the State library, has a length of forty-eight feet and a breadth of thirty-two feet, with two consultation rooms for attorneys adjoining, and forming a direct connection with the Supreme Court room. The Supreme Court room is also located upon the second floor, and has adjoining it private and consultation rooms for the judges, and offices for the clerk and marshal. Connected with the judges' apartments is a fire-proof vault, for the deposit of records and other valuable papers.

THE THIRD FLOOR.

The larger portion of this story is taken up by the galleries of the principal apartments already described upon the second floor. The remainder of the story is occupied by committee rooms, offices for engrossing and enrolling, which are admirably adapted to the purpose by the superior light afforded; and rooms for storage.

THE ROTUNDA.

The rotunda will be a magnificent feature of the building, and not only add greatly to its beauty, but will be of great utility also in furnishing an abundance of light to the halls and corridors. It will have a diameter of forty-five feet, being open from the basement to the diaphragm of the dome, and having balconies surrounding it on a line with the several floors. The walls of the rotunda will be of a proper finish for fresco ornamentation, and may be suitably decorated at any time, and thereby made more attractive and interesting by representations of the men, or the industries or resources of the State, all of which have combined to place Colorado in the foremost rank of the sisterhood of States. In the walls of the rotunda, on the line of the several balconies, niches and recesses will be provided for the reception of appropriate statuary. Promenades will be provided around the exterior of the dome, and stairways lead from the attic floor to the lantern, affording to the sight-seer an unequalled view of the surrounding country.

THE CORRIDORS.

The broad and ample corridors will add largely to the interior beauty of the building. Those of the main floor have beautiful tile floors. On either side of the rotunda rise the grand stairways, constructed entirely of iron.

SKYLIGHTS.

The Legislative halls, the Supreme Court-room, the State and law libraries and the stairways will all be lighted by beautiful stained glass skylights, the portions of the roof directly over these skylights being of heavy hammered glass, so that an abundance of light is admitted in each place where it is required. The dome will also have beautiful windows of stained glass.

The building, when completed, will be the finest in the State of Colorado, and one of the finest Capitol buildings in the country, of which every citizen of the State may be justly proud.

The following is a further description of the building, with number and sizes of rooms, together with drawings of the several floors, by R. C. Greiner, Civil Engineer, who laid off the foundations for the first contractor, W. D. Richardson:

DIMENSIONS.

North and south	294'	4"
—Projections, 6' 5" ea	13	10
—Porticoes, 13' 5" ea	26	10
—Approaches, 24' 5" ea	48	11
Extreme length	383'	11"
East and west—through center of building	230'	10"
—Porticoes, 13' 5" ea	26	10
—West frontage approaches	32	6
—East frontage approaches	22	10
Extreme width	313'	00"
<i>Frontages—</i>		
East, Grant avenue	95'	2"
West, Lincoln avenue	95	2
South, Capitol avenue	160	5
North, Colfax avenue	165	5'
Height of building, from grade line to gutter in upper cornice	86'	5"
Height of building, from concrete to gutter in upper cornice.	102	6
Height of west pediment, from grade line to top	92	5
Height of dome, from top of concrete to top of statue	272	2
Height of dome, from grade line to top of statue	256	0

Capacity of State Library—

Volumes	25,000
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Capacity of Law Library—

Volumes	13,000
-------------------	--------

CORRIDORS.

Basement—

Length, north and south	271' 0"
72' 0" south of dome	56 0 wide
72 0 north of dome	56 0 wide
36 0 south of dome	36 0 wide
36 0 north of dome	36 0 wide
Length, east and west	199' 0"
In center	70' 0" x 70' 0"
West front	35 0 wide
East front	15 0 wide
Circular corridor in dome, diameter	42 0

First Story—

North and south up to vestibules	272' 0"
72' 0" south of dome	56 0
72 0 north of dome	56 0
36 0 south of dome	37 0 wide
36 0 north of dome	37 0 wide
East and west up to vestibules, length	200' 0"
In centre	71' 0" x 71' 0" wide
West front	36 0 wide
East front	16 0 wide
Circular corridor in dome, diameter	43 0

Second Story—

North and south, length	200' 0"
East and west	75 0
.	56 0 wide

Third Story—

North and south, length	191' 0"
East and west	66 0
.	56 0 wide

HEIGHTS OF STORIES.

Sub-basement	14' 6"
Basement	15 2
First story	21 0
Second story	21 4
Third story	20 4

NUMBER OF ROOMS IN BUILDING.

Basement.	33 rooms.
First story	45 rooms.
Second story	49 rooms.
Third story	33 rooms.
Total	160 rooms.

ROOMS IN BASEMENT STORY.

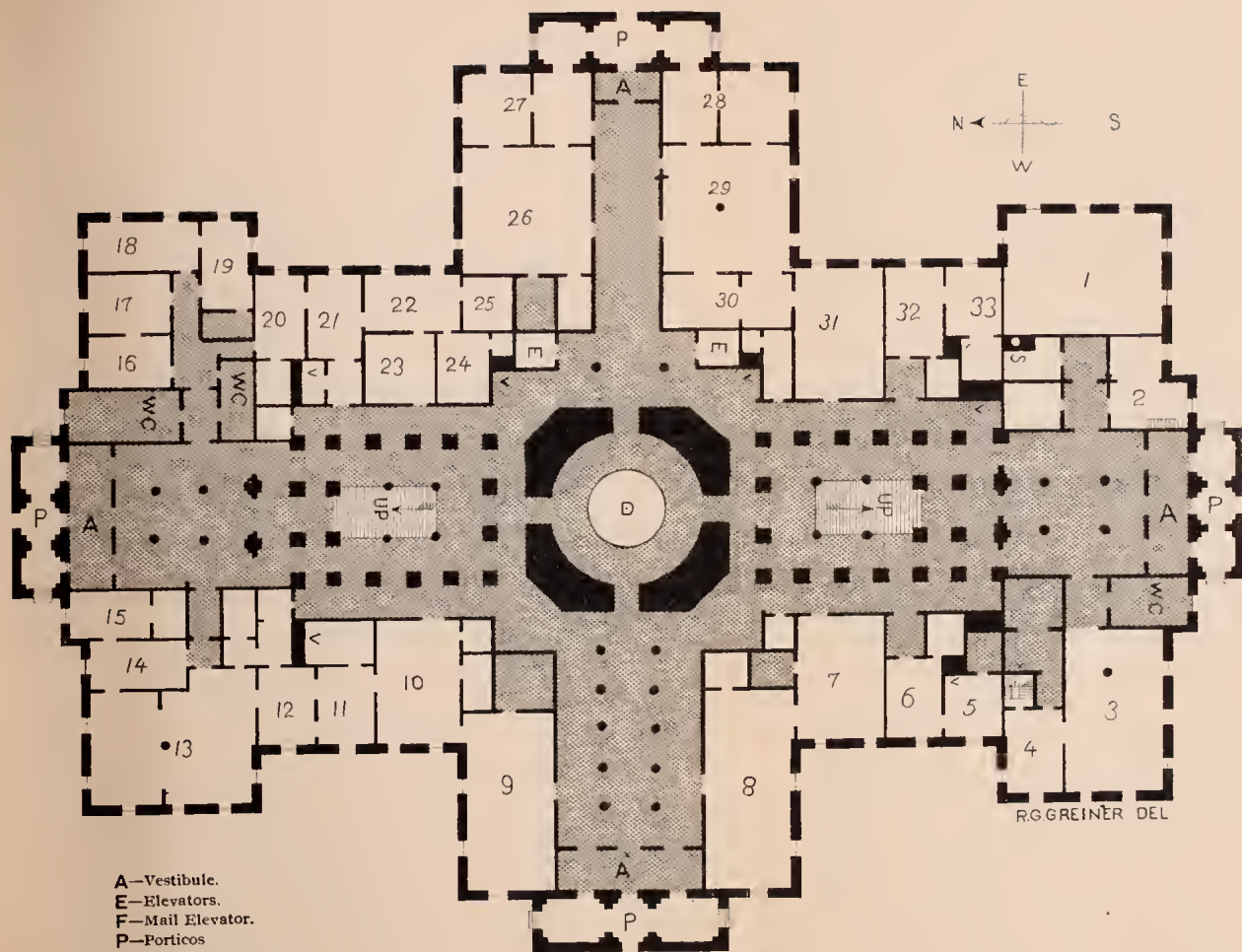
No. 3	Secretary of State	23 x 43
No. 4	Secretary of State	14 x 22
No. 5	Secretary of State	14 x 16
No. 6	Secretary of State,	14 x 20
No. —	Secretary of State, wardrobe	9 x 9
No. —	Secretary of State, vault	14 x 24
No. —	Secretary of State, vault	8 x 11
No. 28	Adjutant General	16 x 33
No. 29	Adjutant General	32 x 34
No. 30	Adjutant General	11 x 31
No. 31	Adjutant General	24 x 31
No. 26	Inspector of Mines	34 x 31
No. 27	Inspector of Mines	32 x 16
No. —	Inspector of Mines, wardrobe	7 x 10
No. —	Inspector of Mines, vault	9 x 10
No. 8	Historical Society	22 x 54
No. 7	Historical Society	21 x 31
No. —	Historical Society, wardrobe	8 x 9
No. —	Historical Society, vault	8 x 12
No. 9	Horticultural Society	22 x 49
No. 10	Horticultural Society	21 x 32
No. —	Horticultural Society, wardrobe	7 x 7
No. —	Horticultural Society, vault	13 x 14
No. —	Horticultural Society, vault	7 x 13
No. 11	State Geologist	14 x 20
No. 12	State Geologist	14 x 20
No. —	State Geologist, store-room	9 x 17
No. 13	Mineral Cabinet	30 x 41
No. 14	Mineral Cabinet	13 x 21
No. 15	Mineral Cabinet	10 x 18
No. —	Mineral Cabinet, store-room	8 x 20
No. —	Mineral Cabinet, store-room	7 x 19
No. —	Mineral Cabinet, wardrobe	8 x 10
No. 16	Unassigned offices	15 x 18
No. 17	Unassigned offices	14 x 20
No. 18	Unassigned offices	11 x 26
No. 19	Unassigned offices	11 x 20
No. —	Unassigned offices, vault	6 x 11

Engineer's Department.

No. 1	Boiler-room	40 x 31
No. 2	_____	24 x 11
No. 33	_____	14 x 15
No. 32	_____	14 x 20
No. —	_____	8 x 11
No. —	_____, wardrobe	9 x 9
No. —	_____, store-room	7 x 14
No. —	_____, store-room	11 x 11

Janitor's Department.

No. 20	Kitchen	20 x 14
No. 21	Dining-room	12 x 14
No. 22	Sitting-room	24 x 13
No. 23	Bed-room	18 x 17
No. 24	Bed-room	17 x 14
No. 25	Bath-room	10 x 7
No. —	Pantry	8 x 9
No. —	Store-room	8 x 9
No. —	Wardrobe	5 x 6



- A—Vestibule.
- E—Elevators.
- F—Mail Elevator.
- P—Porticos.
- D—Rotunda.
- S—Smoke Stack.
- V—Ventilating Shafts.
- W. C.—Water Closets.
- U, P—Stairs.

PLAN OF BASEMENT

FIRST STORY.

Governor

No. 38	Reception room . . . 22 x 54	No. —	Wardrobe 9 x 10
No. 39	Business office . . . 21 x 32	No. —	Vault 8 x 12
No. 40	Private office 4 x 21		

Secretary of State.

No. 44	Business office . . . 24 x 44	No. 45	Wardrobe 11 x 18
No. 42	Private office . . . 15 x 22	No. 43	Vault 15 x 24
No. 41	Private office . . . 15 x 16	No. —	Vault 9 x 11

State Treasurer.

No. 36	Business office . . . 22 x 49	No. 37	Vault 13 x 15
No. 35	Private office . . . 21 x 32	No. —	Vault 8 x 13
No. 32	Private office . . . 14 x 21	No. —	Wardrobe 7 x 7
No. 33	Wardrobe 10 x 17		

Auditor of State.

No. 30	Business office . . . 32 x 40	No. 34	Vault 16 x 20
No. 31	Private office . . . 15 x 21		

Insurance Department.

No. 29	Business office . . . 14 x 21	No. —	Wardrobe 8 x 11
No. 28	Private office . . . 11 x 18		

Attorney General.

No. 27	General office . . . 11 x 20	No. —	Wardrobe 7 x 11
No. 26	Private office . . . 15 x 19		

Superintendent of Public Instruction.

No. 17	Business office . . . 28 x 32	No. 20	Wardrobe 8 x 10
No. 18	Private office . . . 15 x 20	No. 19	Wardrobe 9 x 10
No. 22	Private office . . . 15 x 20	No. 16	Vault 10 x 11
No. 21	Wardrobe 9 x 10		

Board of Land Commissioners.

No. 8	Business office . . . 32 x 35	No. 7	Wardrobe 10 x 12
No. 9	Private office . . . 17 x 17	No. —	Vault 11 x 19
No. 10	Private office . . . 15 x 17	No. 6	Map room 26 x 32

Railroad Commissioners.

No. 13	Business office . . . 31 x 35	No. 14	Wardrobe 8 x 11
No. 12	Private office . . . 15 x 17	No. 15	Vault 10 x 11
No. 12	Private office . . . 16 x 17		

State Engineer.

No. 1	Business office . . . 31 x 40	No. 4	Private office . . . 15 x 16
No. 2	Wardrobe 11 x 12	No. 5	Private office . . . 15 x 21
No. 3	Vault 18 x 25	No. —	Wardrobe 9 x 10

Unassigned Offices.

No. 23	————— . . . 14 x 20	No. 25	————— . . . 12 x 21
No. 24	————— . . . 12 x 27	No. —	Vault 7 x 11



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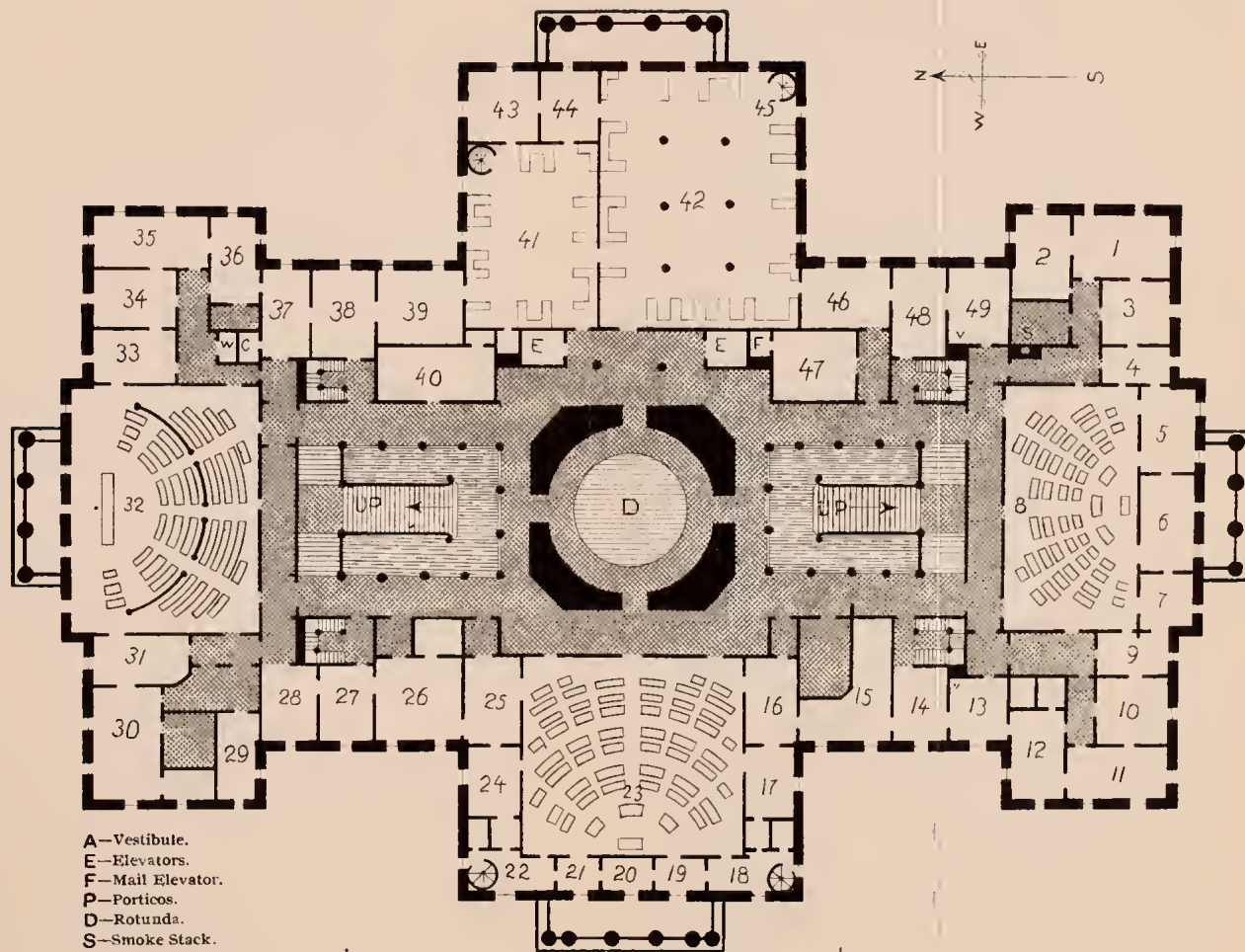
PLAN OF FIRST STORY

294 4

383' 11"

SECOND STORY.

No. 8	Senate chamber	37 x 64
No. 7	Senators' consultation room	11 x 23
No. 6	Senators' consultation room	11 x 25
No. 5	Senators' consultation room	11 x 14
No. 9	Secretary of Senate	11 x 17
No. 10	Secretary of Senate	17 x 18
No. 11	Lieutenant Governor and President of Senate . . .	13 x 24
No. 12	Lieutenant Governor and President of Senate . . .	15 x 23
No. 13	Enrolling committee room	15 x 16
No. 14	Enrolling committee room	15 x 21
No. 15	Enrolling committee room	21 x 32
No. 3	Sergeant-at-Arms	17 x 18
No. 4	Sergeant-at-Arms	16 x 17
No. 1	Engrossing committee	13 x 24
No. 2	Engrossing committee	16 x 18
No. 49	Engrossing committee	19 x 18
No. 48	Cloak room	15 x 21
No. 47	Post-office	18 x 22
No. 23	House of Representatives	52 x 63
No. 16	Sergeant-at-Arms	13 x 23
No. 17	Sergeant-at-Arms	10 x 19
No. 18	Chief Clerk	12 x 22
No. 19	Chief Clerk	11 x 12
No. 20	Speakers' room	10 x 15
No. 21	Speakers' room	11 x 12
No. 22	Members' consultation	12 x 22
No. 24	Members' consultation	10 x 17
No. 25	Cloak room	13 x 23
No. 26	Engrossing rooms	21 x 22
No. 27	Engrossing rooms	15 x 21
No. 28	Engrossing rooms	14 x 21
No. 32	Supreme Court	46 x 63
No. 31	Clerk of Court	14 x 21
No. 30	Clerk of Court	15 x 29
No. —	Clerk of Court's vault	— x —
No. 29	Marshall	11 x 24
No. 33	Judge's room	15 x 19
No. 34	Judge's room	14 x 20
No. 35	Judge's room	13 x 26
No. 36	Judge's room	12 x 20
No. 37	Judge's room	15 x 21
No. 38	Judge's room	15 x 21
No. 39	Consultation room	17 x 26
No. 40	Attorney's consultation room	14 x 30
No. 41	Law Library	32 x 48
No. 42	State Library	50 x 67
No. 43	Private rooms	15 x 17
No. 44	Private rooms	16 x 17
No. 45	Librarian's rooms	14 x 14
No. 46	Librarian's rooms	13 x 25



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PLAN OF SECOND STORY

THIRD STORY.

No. 4 Gallery of Senate.

No. 12 Gallery of House of Representatives.

No. 29 Gallery of Library.

No. 1 Committee room 14 x 24

No. 2 Committee room 16 x 18

No. 3 Committee room 17 x 17

No. 5 Committee room 16 x 17

No. 6 Committee room 13 x 24

No. 7 Committee room 16 x 23

No. 8 Committee room 12 x 15

No. 9 Committee room 12 x 15

No. 10 Committee room 15 x 22

No. 11 Committee room 12 x 16

No. 13 Committee room 21 x 22

No. 14 Committee room 15 x 21

No. 15 Committee room 15 x 21

No. 16 Committee room 12 x 22

No. 16 Committee room 15 x 29

No. 18 Committee room 14 x 22

No. 19 Committee room 15 x 17

No. 20 Committee room 14 x 12

No. 21 Committee room 13 x 27

No. 22 Committee room 13 x 21

No. 23 Committee room 15 x 22

No. 24 Committee room 15 x 22

No. 25 Committee room 18 x 25

No. 26 Committee room 14 x 23

No. 27 Committee room 15 x 18

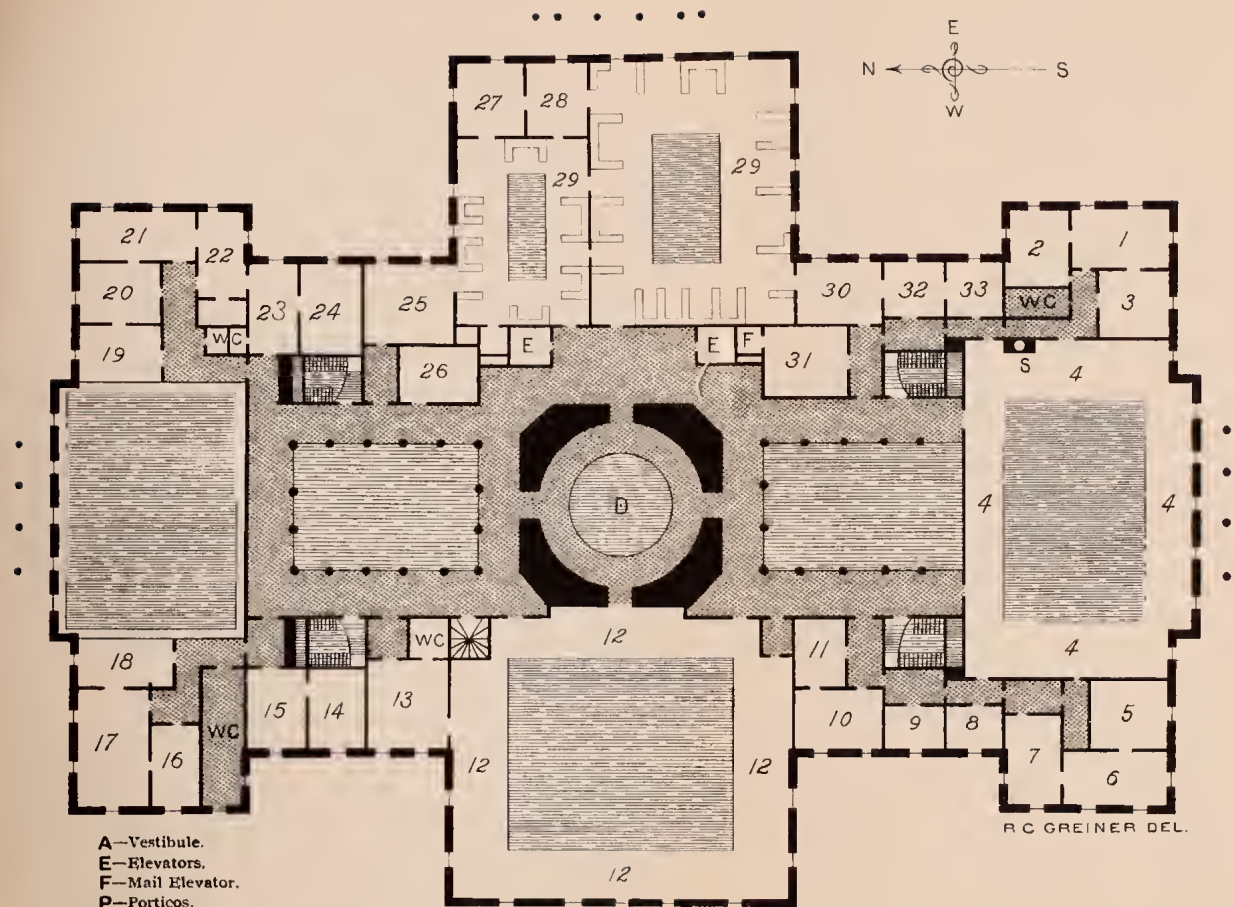
No. 28 Committee room 16 x 18

No. 30 Committee room 13 x 25

No. 31 Committee room 18 x 22

No. 32 Committee room 12 x 15

No. 33 Committee room 12 x 15



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- U, P—Stairs.

PLAN OF THIRD STORY.

AN ACT

TO PROVIDE FOR THE ERECTION OF A STATE CAPITOL BUILDING, AT THE CITY OF DENVER, AND CREATING A BOARD OF MANAGEMENT AND SUPERVISION, AND APPROPRIATING FUNDS THEREFOR.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. That for the purpose of organizing to build a State Capitol Building for the State of Colorado, at the city of Denver, in said State, there is hereby established a Board of Capitol Managers, to direct and supervise the construction of the same. The said Board shall consist of seven members. The Governor of the State shall be a member and the chairman of said Board, and the remaining six members of said Board shall be the following named persons, to wit: John L. Routt, Dennis Sullivan, W. W. Webster, E. S. Nettleton, George W. Kassler and Alfred Butters, whose terms of office shall be six years from the time this act shall take effect. Said Board shall discharge the duties created and imposed upon it by this act. Each member of said Board shall receive five dollars a day for each day necessarily employed in his duties, and actual traveling expenses. The Governor or any State officer shall not be entitled to any compensation; *Provided, further,* That said Board shall have the power to fill all vacancies that shall arise in said Board, and a majority of said Board shall constitute a quorum and be empowered to act in all matters pertaining to the duties of said Board. Each of said Managers shall give bond, to be approved by the Governor, in the sum of ten thousand dollars, conditioned for the faithful performance of such duties as may be imposed upon him by law. The Governor shall not give bond by reason of being a member of such Board. Said bonds shall be deposited with the Secretary of State. The members of said Board and their successors shall constitute a body corporate under the name and style of the "Board of Capitol Managers," with the right of suing and being sued, and of making

and using a common seal, and of altering the same at pleasure. They shall have full powers of entering upon all lands leased, donated or purchased for the purpose of erecting a State Capitol Building.

SEC. 2. It shall be unlawful for either of the said Managers to be connected, either directly or indirectly, in any manner whatsoever, with any contract, or part thereof, for the erection of said Capitol Building, or for any work connected therewith, or for the furnishing of any supplies or material therefor, so as to receive any benefit therefrom, or the promise of any benefit therefrom, either by way of commissions, rebate, bonus, division of profits, or otherwise; and any one of said Managers who shall violate this provision of this act shall be guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed one thousand dollars, and shall forfeit his right to, and be removed from, his place in said Board; *Provided, further,* That it shall be unlawful for said Board of Capitol Managers to employ any person in the supervision or superintendence of the building of said Capitol, or of any work connected therewith, who may or shall become in any manner connected directly or indirectly with any contract for the erection of said Capitol Building, or for the furnishing of any supplies or material therefor; and the said Board of Managers are hereby charged with the rigid enforcement of this provision of this act.

SEC. 3. The Board shall have authority to appoint a Secretary, and remove him at pleasure. They shall allow him such compensation as they shall deem reasonable and just for the services rendered, not exceeding two thousand dollars per annum. The Secretary, before entering upon his duties, shall take and subscribe an oath, before a judge of a court of record, to faithfully perform the duties of his office, and shall also execute a bond, with sufficient sureties, in the sum of ten thousand dollars, conditioned for the faithful performance of the duties of the same. He shall keep a record of the proceedings of the Board, shall make a record of all contracts and obligations; shall furnish each contractor with a copy of his contract, marked "Approved;" by

order of the Board, (day and date); and no contract shall be valid until thus endorsed. He shall certify to all vouchers ordered by the Board; shall keep a set of books, so as to show the financial condition of the Board; shall make yearly statements of cost of building, and a complete list of vouchers, and for what purpose, and to whom paid, which reports the Board shall transmit to the General Assembly. All contracts, for any purpose, connected with the building, shall be regularly passed upon by the Board in session, and shall be recorded by the Secretary, in a book kept for that purpose, and a copy shall be made out and certified to by the Secretary, and delivered to the other party of the contract, and until such delivery no contract shall be valid or binding on either party; and the Secretary shall retain in proper files, all vouchers, statements of accounts, and other papers of value or importance to the Board, the contractors or the State. The Secretary shall perform such other duties as may be required of him by the Board.

SEC. 4. The Board of Managers shall have full power to appoint or employ, and discharge at their discretion, an architect and a superintendent, whose duties shall be prescribed by the Board, and such other artisans, or laborers, that may be required in the prosecution of the work, and allow such compensation for such services as they shall deem just and reasonable; but no such person or persons, appointed or employed, shall have any interest whatsoever in any contract on or about said Capitol Building, directly or indirectly. The Board shall also have full power, and it shall be their duty, to require of all superintendents, contractors, material men, and persons employed, good and sufficient bonds, of undoubted sufficiency and solvency, conditioned for the faithful performance of all duties delegated and contracts made for the construction of said building.

SEC. 5. All labor, material, transportation or construction required by the provisions of this act, shall be done or furnished by contract. The Board are authorized to contract for the construction of the entire building by a contractor, who may undertake the whole work, or the said Board may divide the work into appropriate classes, and make separate contracts as to either of them, as may

be for the best interests of the State. All lettings of the work, exceeding in amount the sum of five hundred dollars, shall be advertised in two daily newspapers of general circulation, for not less than six days. In all contracts the interests of the State shall be protected by proper bonds, to be determined by said Board; *Provided*, That no such bonds shall be in a sum less than one-quarter of the contract price. All contracts with the builders, architects, engineers, superintendents, or material men, shall reserve the right of the Board, for good cause shown, to annul the contract, and the Board shall make no allowance for damages, only for expenses incurred and for labor performed. Such a per cent., not less than ten, as in the judgment of the Board shall seem proper, shall be reserved from payments on the monthly estimates on work contracted, until such contract shall have been completed, inspected and accepted. All material contracted for shall be of the best quality, and the directions, plans and specifications of the work shall be executed by skilled and reputable architects, contractors, artists, mechanics and laborers.

SEC. 6. The Board of Capitol Managers shall, as soon as practicable after the passage of this act, proceed to select a plan for a suitable Capitol Building for the State of Colorado, said plan to be secured by competitive contest, and the Board are hereby empowered to pay for plans and specifications as follows, to wit: For the best set of plans and specifications, the sum of fifteen hundred dollars; for the second, one thousand dollars; for the third, the sum of eight hundred dollars; *Provided*, That all plans and specifications, for which money is paid, shall become the property of the State. For the detailed working plans and supervision, the amount shall not exceed two and one-half per cent. of the cost of said Capitol Building, and the architect shall enter into a good and sufficient bond, in the sum of twenty-five thousand dollars, for the working out of said plans; *Provided, further*, That no plan shall be adopted until upon detailed accurate specifications of the cost of supervision, labor, material, and of all other expenditures necessary for the erection and completion of said Capitol Building, including steam heating apparatus and all other fixtures, it shall be definitely ascertained that

the entire cost of the same will in no event exceed the sum of one million dollars; it being understood that it is the object of this act to restrict the aggregate and entire cost of the Capitol Building to this sum, and the Board of Managers herein appointed shall have this object in view, and all contracts awarded and plans accepted shall be awarded and accepted only after the Board shall be satisfied that the cost of the building, when completed, shall not exceed this amount.

SEC. 7. It shall be the duty of said Board of Capitol Managers, pending the construction of said building, to submit to the next General Assembly the plans adopted for the Capitol building, and all contracts for the whole or any part of the work; *Provided*, That the provisions for submitting the plans adopted for the Capitol building, and all contracts made for the work thereon, to the next General Assembly, shall not be construed to hinder or delay the progress of the work on said building in the meantime, and to each General Assembly, at the regular session, a detailed report of their acts and doings under the provisions of this act, including an itemized and accurate statement of all moneys received and expended in pursuance of the same.

SEC. 8. The said Capitol Building shall be built of stone, brick and iron, as far as practicable, and all the material used in the construction of the same shall be those found and produced in the State of Colorado, provided the same can be procured in said State as cheaply as other materials of like quality in other localities. The said building shall be erected on the land in the city of Denver, donated by Henry C. Brown to the Territory of Colorado, in the year 1868, for that purpose; *Provided, however*, That the erection of such building shall not be commenced or proceeded with upon any lands or grounds until the title to the same is vested in the State of Colorado. It shall contain a Senate chamber, hall for the House of Representatives, of sufficient size to meet the requirements of the State, with all the additional rooms necessary and proper for the full and comfortable accommodation of the Legislative branch of the Government; a Supreme Court-room, with all rooms in addition thereto, necessary for the judges and

officers of said court, and for the proper accommodation and security of the files and records of the same; a State Library room; rooms for the State Historical Society; rooms for the State Horticultural Society; rooms for the State Engineer and State Geologist and mineral cabinet; an executive office, with all the additional rooms necessary for the full and comfortable accommodation of all the various offices of the Executive Department, including the office of Secretary of State, State Auditor, State Treasurer, Superintendent of Public Instruction, Attorney General, Adjutant General, Land Department, Insurance Department, and in general all such other rooms as shall be necessary for the proper accommodation of all the different departments of the government, including fire-proof and burglar-proof vaults, and for the full and complete protection against burglaries and fire, of the treasure, archives, library, records and files of the State. Said building shall also have the most improved methods of heating, drainage and ventilation.

SEC. 9. That so soon as said plan for said Capitol Building shall be adopted by said Board of Capitol Managers, they shall proceed to divide the cost of labor and expenditure for the erection of the same, as follows: For the year 1885, two hundred thousand dollars; for year, 1886, two hundred thousand dollars; for the year 1887, two hundred thousand dollars; for the year 1888, two hundred thousand dollars; for the year 1889, two hundred thousand dollars; so that the burden of the cost shall be divided into five portions, and the entire construction of said Capitol Building shall be completed by the first day of January, 1890.

SEC. 10. That all disbursements of the fund herein provided, and known as the "Capitol Building Fund," for the construction of the Capitol Building, shall be made by said Board of Managers in regular session, for all labor performed, work done or material furnished, by a close examination of the bills presented for services rendered, and, if found correct, they shall audit the same and issue a voucher certifying that the services have been rendered, and the owner thereof entitled to a warrant on the treasury for the amount therein named; upon the presentation of said voucher to the Auditor of

State, he shall draw his warrant on the State Treasurer for the amount stated, and to the order of the person named in said voucher; *Provided, always,* That no voucher shall be issued to exceed the amount appropriated for each year. All vouchers issued shall be recorded in a book kept for that purpose.

SEC. 11. That the sum of two hundred thousand dollars for the year A. D. 1885, and the further sum of two hundred thousand dollars for the year A. D. 1886, to carry out the provisions of this act, shall be, and the same are hereby appropriated, out of the special fund created for the construction and erection of a Capitol Building, as well as from such funds as may, by enactment and appropriation, become a part of what is known and styled as the "Capitol Building Fund."

SEC. 12. The word person, whenever used in this act, shall be treated as meaning corporation, partnership and association, as well as natural person, and both the word person and the word contractor shall be held to mean the plural as well as the singular number.

SEC. 13. All acts and parts of acts inconsistent with the provisions of this act, and an act entitled "An act to provide for the erection of a State Capitol Building at the city of Denver, and creating a Board of Direction and Supervision, and appropriating funds therefor," approved February 11, 1883, are hereby repealed.

SEC. 14. Inasmuch as a large space of time must elapse (on account of preparing plans for said building and examination of the stone quarries of the State) before active operations can commence on the excavations and foundations of said Capitol Building, in the opinion of the General Assembly an emergency exists, and this act shall be in force on and after its passage.

Approved April 1, 1885.

APPENDIX "G."

TESTS OF COLORADO BUILDING STONES.

Numbers 1 to 21 were made by the Denver Society of Civil Engineers in 1881.
Numbers 216 to 277 were made by L. S. Neffliron, State Engineer, in 1881.

Numbers 28 to 42, were made by Robert H. Stanton, C. E., in 1886.
Numbers 43 to 82 were made by L. S. Neffliron in 1887.

No. of specimens	LOCALITY	COLOR	Position	Size in inches	Strength of the specimen in lbs.	Strength of the average in lbs.	Specific gravity	Weight of one cu. foot in lbs.	Ratio of absorption in 24 hours	Remarks
1	Brownsville	Grey very fine		1.0x1.0x1.0	2,435	19,000				
2	Four Creek	Grey very fine		1.0x1.0x1.0	9,522	11,000			0.41	Granite
3	Little Cañon	Pink coarse grain		1.0x1.0x1.0	16,745	15,000			0.31	Granite
4	Hazock	Grey coarser than 1 and 2		1.0x1.0x1.0	21,711	11,000			0.30	Granite
5	Nathrop	Yellowish grey		2.0x2.0x2.0	20,750	11,000			0.30	Granite
6	Celunet	Banded blue streaks on white	Bed	2.0x2.0x2.0	14,511	11,000			0.30	Granite
7	Celunet	White slightly scamed	Bed	2.0x2.0x2.0	34,036	11,000			0.30	Granite
8	Singer Quarry, Joliet Hill	Dull grey	Bed	2.0x2.0x2.0	13,561	15,791			1.36	Limestone
9	Rockwell Mts	Grey	Bed	1.0x1.0x1.0	21,572	11,000			0.37	Limestone
10	Arroyo	Grey with yellow tinge	Bed	2.0x2.0x2.0	11,154	11,000			0.31	Limestone
11	Bedford	Light red	Edge	2.0x2.0x2.0	21,156	11,000			0.34	Limestone
12	Goodnight	Yellowish white		2.0x2.0x2.0	10,141	11,000			0.31	Limestone
13	Beaver Creek	Light grey	Bed	2.0x2.0x2.0	21,614	11,000			0.31	Limestone
14	Four Creek	Yellow	Bed	1.0x1.0x1.0	11,153	11,000			0.36	Limestone
15	Coal Creek	Yellowish grey	Edge	1.0x1.0x1.0	12,761	11,000			0.35	Limestone
16	Trinidad	Pure light grey	Bed	1.0x1.0x1.0	30,710	10,000			0.31	Limestone
17	Bradford	Brown	Bed	2.0x2.0x2.0	11,593	11,000			0.31	Limestone
18	Manitou Heights	Dull white	Bed	2.0x2.0x2.0	13,169	11,000			0.36	Limestone
19	Tack House	White	Bed	2.0x2.0x2.0	14,111	11,000			0.31	Limestone
20	Stout	White	Bed	1.0x1.0x1.0	10,760	11,000			0.34	Limestone
21	Car Quarry, Boulder	Light pink	Bed	1.0x1.0x1.0	16,661	15,000			0.31	Limestone
22	Morrison	Four grain, porous	Bed	2.0x2.0x2.0	30,763	11,000			0.31	Limestone
23	Morrison	Light red	Bed	2.0x2.0x2.0	21,646	11,000			0.34	Limestone
24	Morrison	Dark red very compact	Bed	2.0x2.0x2.0	30,766	15,000			0.32	Limestone
25	Morrison	Red, coarse	Bed	2.0x2.0x2.0	18,212	11,000			0.31	Limestone
26	Morrison	Pinkish white, friable	Bed	1.0x1.0x1.0	11,216	11,000			0.34	Limestone
27	Morrison	Mottled grey	Bed	1.0x1.0x1.0	11,159	11,000			0.31	Limestone
28	Morrison	Mottled grey	Bed	2.0x2.0x2.0	11,646	11,000			0.31	Limestone
29	Morrison	Four mottled fine	Bed	1.0x1.0x1.0	11,646	11,000			0.31	Limestone
30	Morrison	Dull white	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
31	Pinckney	Pinkish tinge, four grain	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
32	Hilton	Light grey	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
33	Fort Collins	Yellowish white	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
34	Fort Collins	Dark	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
35	Fort Collins	Grey	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
36	Fort Collins	Light brownish red	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
37	Morrison	Red	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
38	Four Creek	Pinkish grey	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
39	Braden Hill	Mottled grey	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
40	Braden Hill	Mottled grey	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
41	Lawson	Light grey	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
42	Little Cañon	Pink	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
43	Kolapack	Mottled grey	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
44	Monarch	Dark mottled grey	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
45	Lincoln	Dark mottled grey	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
46	Thistle Flat	Variogated and ornamental	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
47	Black Horn	Greenish white	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
48	Thistle Flat	Dark reddish brown	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
49	Trinidad	Dull	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
50	Manitou Heights	White	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
51	Bradford	Red	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
52	Fort Hand	Pink	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
53	St. Vrain	Light red	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
54	Douglas County	Red	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
55	Fort Collins	Grey	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
56	Fort Collins	Light red	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
57	Stout	Dark grey	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
58	Coal Creek	Greenish grey	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
59	Coal Creek	Yellowish grey	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
60	Coal Creek	Greenish grey	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
61	Lincoln	White with green speckled	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
62	Bradford	Greenish white	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
63	Urbano	Greenish white	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
64	Salmon Indian	Green	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
65	Morrison Colorado	White	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
66	Lepton Hill	Light grey	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
67	Cañon City	Cloudy blue	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
68	Manitou Heights	White	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
69	Bradford	White	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
70	Lepton Hill	Pink	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
71	Bradford	Greenish grey	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
72	Manitou Heights	White	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
73	Bradford	White	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
74	Bradford	White	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
75	Bradford	White	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
76	Bradford	White	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
77	Bradford	White	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
78	Bradford	White	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
79	Bradford	White	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
80	Bradford	White	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
81	Bradford	White	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone
82	Bradford	White	Bed	2.0x2.0x2.0	11,106	11,000			0.31	Limestone

BRICK TESTS.

Brick	Size in inches	Strength of the specimen in lbs.	Strength of the average in lbs.
Broken pressed brick	2 1/2 x 2 1/2 x 1 1/2	20,000	1,000
Broken pressed brick	2 1/2 x 2 1/2 x 1 1/2	20,000	1,000
Pressed common brick	2 1/2 x 2 1/2 x 1 1/2	16,000	800
Pueblo common brick, head banded	2 1/2 x 2 1/2 x 1 1/2	12,000	600
Pueblo common brick, red	2 1/2 x 2 1/2 x 1 1/2	12,000	600
Pueblo common brick, pale red	2 1/2 x 2 1/2 x 1 1/2	12,000	600
Pueblo common brick, salmon	2 1/2 x 2 1/2 x 1 1/2	12,000	600

Pueblo Brick & Tile Co. Three samples of each class

