

10-10-1914

Board of Trustees Meeting Minutes 1914-10-10

Bowling Green State University

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Meeting of the Trustees of the Bowling Green State Normal College at Boody House, Toledo, Ohio, at 3 P. M.

Meeting called to order by President J. E. Collins.

Members present, J. Begg, J. D. McDonel, J. E. Collins and D. C. Brown. Pres. H. B. Williams was also present.

Pres. H. B. Williams presented the pay roll of Teachers from Sept. 15," 1914, to Oct. 15" 1914, and H. B. Williams from Sept. 1", 1914, to Oct. 15", 1914.

Moved by McDonel and seconded by Begg that the pay roll be allowed. Roll call, Begg yes,- McDonel yes,- Collins yes,- Brown yes. Nays, none. Carried.

State Normal College, Bowling Green, Ohio.

For 1 Month ending Oct. 15, 1914.

Appropriation for Salaries of Teachers.

Name	Official Title Position or Service	Time	Rate	Amount.
1. G. W. Beattie	Instructor	1 mo.	\$190.47	\$190.47
2. E. L. Moseley	"	1 "	190.47	190.47
3. J. R. Overman	"	1 "	180.95	180.95
4. L. L. Winslow	"	1 "	180.95	180.95
5. Rea McCain	"	1 "	161.90	161.90
6. D. D. Johnson	"	1 "	190.47	190.47
7. E. G. Hesser	"	1 "	171.42	171.42
8. Mary Chapin	"	1 "	142.85	142.85
9. Josephine Leach	"	1 "	171.42	171.42
10. E. G. Walker	"	1 "	180.95	180.95
11. Margaret Burney	Critic Teacher	1 "	111.11	111.11
12. Effie Alexander	" "	1 "	111.11	111.11
13. Grace Poorbaugh	" "	1 "	111.11	111.11
14. Lucy Meacham	" "	1 "	111.11	111.11
15. H. B. Williams	President.	1½ "	308.33	462.49
Total				\$2668.78

Moved by McDonel and seconded by Brown that the following Memoriam be adopted:

IN MEMORIAM: MR. D. T. DAVIS.

Mr. D. T. Davis died at Battle Creek, Mich., on September 15, 1914. He was appointed a member of the Board of Trustees of the Bowling Green State Normal College by Governor Judson Harmon in May, 1911, for a term of two years and was reappointed by Governor James M. Cox in May, 1912, for the full term of five years. At the organization of the Board he was elected Treasurer and he served in that capacity to the time of his death.

Mr. Davis was prompt and efficient in the discharge of every duty. His sound judgment and broad experience in business peculiarly fitted him for service on a Board which was entrusted with the construction of the buildings and the organization of a new school. He was deeply interested in the welfare of the Normal College and gave freely of his time and ability to the advancement of its interests.

Mr. Davis' cordiality and courtesy endeared him to his fellow-members, and it is fitting that we give expression to our appreciation of his services to the school and to his worth as a man. Therefore, be it

Proceedings, Trustees Bowling Green Normal College

191

Resolved, That in the death of Mr. Davis the Board of Trustees has lost a useful member, the Normal College a wise counselor, and the state a devoted public servant.

Resolved, That this preamble and these resolutions be spread upon the minutes and that a copy be sent to the family of the deceased.

J. E. Collins, President

D. C. Brown, Secretary.

Moved by McDonel and seconded by Brown that the bill of R. W. Trebor, amount thirty seven & 50/100 dollars (\$37.50) being amount due as care taker from Oct. 1st, 1914, to Oct. 15th, 1914, be allowed. Roll call, McDonel yes,- Brown yes,- Collins yes,- Begg yes. Nays, none. Carried.

State Normal College,
Bowling Green, Ohio.

For $\frac{1}{2}$ Month ending Oct. 15, 1914.

Appropriation for Current Expenses.

Name	Official Title, Position or Service	Time	Rate	Amount.
J. W. Treber	Care-Taker	$\frac{1}{2}$ mo.	\$75.00	<u>\$37.50</u>
		Total		37.50

CONTRACT.

This Agreement, made and entered into this 30. day of January, 1914, by and between Huffman-Conklin Company, of Columbus, Ohio, of the first part (hereinafter designated as contractor); and J. E. Collins, John Begg, D. C. Brown, D. T. Davis and J. D. McDonel as Trustees of the Bowling Green State Normal College at _____, Ohio, party of the second part (hereinafter designated as owner)

Witnesseth, That the said contractor in consideration of the fulfillment of the agreement herein made by the owner, agrees with the said owner, as follows:

Article 1. The contractor under the direction and to the satisfaction of such superintendent of such work as may be in charge thereof under designation and Howard & Merriam, Architects acting for the purpose of this contract as agent of said owner, shall and will provide all material and perform all work mentioned in the specifications or shown on the drawings as prepared by said architect, for the construction and completion of heating and ventilating, including automatic heat regulation, plumbing, gas fitting, sewerage complete, including exhaust fans for toilet rooms, laboratories, forge rooms, etc. of the Building for Science & Agriculture, to be erected at Bowling Green, Ohio, by the Owner.

These drawings and specifications are identified by the file in the office of the Auditor of State.

Art. 2. The architect shall furnish the contractor such further drawings or explanations as may be necessary to detail and illustrate the work to be done and the contractor shall conform to the same as a part of the contract so far as they may be consistent with the original drawings and specifications referred to and identified as provided in Article 1. It is mutually understood and agreed that all drawings and specifications are and remain the property of the state.

Art. 3. No alterations shall be made in the work shown or described by the drawings and specifications, except upon the written order of the architect, and when so made, the value of the work added or omitted shall be computed by the architect and the amount so ascertained shall be added to or deducted from the contract price.

Art. 4. The contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the architect or his authorized representative. He shall, within twenty four hours after receiving written notice from the architect to that effect, remove from the grounds or buildings, all materials condemned by him, whether worked or unworked, and to take down all portion of the work which the architect shall by like written notice condemn as unsound, improper or as in any way failing to conform to the drawings and specifications.

Art. 5. Should the contractor at any time refuse or neglect to supply a sufficiency of properly skilled work men, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, the owner shall be at liberty after five days written notice to the contractor, to provide any such labor or material, and to deduct the cost thereof from any money then due or thereafter to become due the contractor under this contract; and if the architect shall certify that such refusal, neglect or failure is sufficient grounds for such action, the owner shall be at liberty to terminate the employment of the contractor for said work, and to enter upon the premises and take possession, for the purpose of completing the work comprehended under this contract, of all tools, materials and appliances thereon, and to employ any other person or persons to finish the work, and to provide the material therefor.

And in case of such discontinuance of the employment of the contractor, he shall not be entitled to receive any further payment under this contract until the said work shall be wholly completed, at which time if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the owner in finishing the work, such excess shall be paid to the contractor by the owner, but if such expense shall exceed the unpaid balance, the contractor shall pay the difference to the owner. The expense incurred by the owner as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the architect, whose certificate thereof shall be conclusive upon the parties.

Art. 6. The contractor is to complete all work contemplated under this contract on or before May 15th, 1915.

Upon failure to have all work fully completed by the date above mentioned the contractor shall forfeit and pay or cause to be paid to the owner, the sum of fifteen dollars (\$15) per day for each and every day thereafter the said work remains in an unfinished condition, for and as liquidated damages, and to be deducted from any payments due or to become due to said contractor.

Art. 7. Should the contractor be obstructed or delayed in the prosecution or completion of his work by any act, neglect, delay or default of the owner or the architect, or of any other contractor employed by the owner upon the work, or by any damage which may happen by fire, lightning, earthquake or cyclone, or the abandonment of the work by the employees through no fault of the contractor, then the time herein fixed for the completion of the work shall be extended for a period of time equal to the time lost by reason of any or all of the causes aforesaid, but no set allowance shall be made unless a claim therefor is presented in writing to the architect within twenty four hours of the occurrence of such delay. The duration of such extension shall be certified by the arthitect.

Proceedings, Trustees Bowling Green Normal College

191

Art. 8. The owner agrees to provide all labor and material not included in this contract in such manner as not to delay the material progress of the work, and in event of failure so to do, thereby causing loss to the contractor, agrees that he will reimburse the contractor for such loss; the contractor agrees that if he shall delay the material progress of the work, so as to cause any damage for which the owner shall become liable, as above stated, then he shall make good to the owner any such damage.

Art. 9. It is hereby mutually agreed between the parties hereto that the sum to be paid by the owner to the contractor for said work and material shall be Fourteen Thousand Nine Hundred and Fifty (\$14,950.00) Dollars, subject to additions and deductions as hereinbefore provided, and that such sum shall be paid in current funds by the owner to the contractor in installments as follows:

Upon estimates issued by the architect about once a month as long as the work progresses. Said estimates to call for payments in accordance with the state law governing public buildings, provided, however, that nothing in this contract shall be construed to create an obligation or incur a liability against the state in excess of the appropriation made for Building for Science & Agriculture, Bowling Green, Ohio, during the years of 1913-1914 payments shall be made on all suitable materials furnished and delivered at the building site less fifty per cent; provided, always, that all material delivered on the grounds and on which estimates have been based, is to become the property of the state and shall not be removed from the premises; the said fifty per cent to be reserved until said material is in place in the building; and also payments on the material and work in place less five per cent to be retained until the building shall have been completed and accepted by the party of the second part. The final payment shall be made within thirty days after the fulfillment of this contract. All payments shall be made upon written certificates of the architect to the effect that such payments are due.

If at any time there should be any evidence of any lien or claim for which, if established, the owner of the said premises might become liable and which is chargeable to the contractor, the owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify him against such claim or lien. Should there prove to be any such claim after all payments are made, the contractor shall refund to the owner all monies that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the contractor's default.

Art. 10. It is further mutually agreed between the parties hereto that not any certificate given in payment under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and no payment shall be construed to be the acceptance of defective work or improper materials.

Art. 11. The contractor during the progress of the work shall maintain full insurance in his own name against loss or damage by fire and the policy shall cover all work incorporated in the buildings and all materials for same in or about the premises and shall be made payable to the parties hereto as their interest may appear.

Art. 12. The said parties for themselves, their heirs, executors, administrators and assigns do hereby agree to the full performance of the covenants herein contained.

In Witness Whereof, The parties to these presents have hereunto set their hands and seals the day and year first above written.

The Huffman-Conklin Co., Contractor

By Arthur D. Wolfe, Vice Pres.

Board of (J. E. Collins, Pres.
Trustees (D. C. Brown, Sec.
(John Begg, V. Pres.
(J. D. McDaniel.

This contract is in compliance with law.

Charles Follett,

Oct. 9", 1914.

1st Ass't Attorney General.

Moved by Begg and seconded by McDonel that the following agreement be adopted. Roll call, Begg yes,- Brown yes,- McDonel yes,- Collins yes. Nays, none. Carried.

AGREEMENT.

THIS AGREEMENT made this 10th day of October, 1914, by and between the Council of Administration of Company H, Second Ohio Infantry, Bowling Green, Ohio, first party, and the Board of Trustees of the Bowling Green State Normal College, of same place, second party, WITNESSETH:

That said First Party, in consideration of the rents and covenants hereinafter mentioned does let and lease to said Second Party, and their successors, the following described premises, to-wit:

Part of the Ohio National Guard Armory at Bowling Green, Ohio, as follows:- (1) The club room and kitchen in the basement; (2) the office of the Captain on the second floor; and (3) the two (2) club rooms on the third floor;

from the 15th day of September, 1914, to the 1st day of May, 1915, with privilege of extension to July 1", 1915, and said second party in consideration thereof, does covenant and agree to pay said First Party the sum of Eighty (\$80.00) Dollars per month, payable monthly, throughout the term of this lease.

It is further agreed and understood that the first party shall furnish light, heat, water, telephone service and janitor service; and that first party shall have the privilege of using the Captain's office evenings and Sundays, as to telephones, gas stove and toilet.

It is further agreed and understood that second party is to have the use of the hallways and toilets in the buildings; that second party is to have the use of the furniture now in the Captain's office; and that second party is not to have the use of the drill floor for any purpose under this agreement, but said second party may use said floor if found desirable, at a rate to be agreed upon by both parties hereto.

And it is further understood and agreed that if the said Second Party shall fail to pay the rent aforesaid as the same may become due and payable, it shall be lawful for said first party to re-enter and take possession of said premises and expel said second party therefrom.

IN WITNESS WHEREOF, the first and second parties have affixed their names by their officers duly authorized, on the day and year first above written.

Witnessed by:

Ray D. Avery

Ray E. Bowers.

H. B. Williams

John Begg.

The Council of Administration of
Company H, 2nd. Ohio Infantry,

By Elmer J. Bowers, President

and Earl K. Solether, Secretary.

The Board of Trustees of the Bowling
Green State Normal College

By J. E. Collins, President

and D. C. Brown, Secretary

Moved by Begg and seconded by McDonel that we hold a meeting at Bowling Green, Saturday, Nov. 7", 1914, and that we adjourn to meet with the other Normal School Boards at Athens, Ohio, Friday, Oct. 30", 1914, at ten o'clock A. M. (10). Roll call, Begg yes,- Brown yes,- Collins yes,- McDonel yes. Nays, none. Carried.

Board adjourned.

J. E. Collins Pres't.
D. C. Brown Sec'y.