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Board of Trustees Meeting Minutes 1913-05-13

Bowling Green State University

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Meeting of the Trustees of the Bowling Green Normal College at Hotel Milliken, Bowling Green, Ohio, at 5 P. M.


H. B. Williams, President of College, also present.

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

Moved by Davis and seconded by McDonel that architects Howard & Merriam prepare complete plans and specifications for one Dormitory to the satisfaction of the Board of Trustees and President, the same to have the approval of all necessary State authorities and to be complete in every way for advertising by July 1, 1913. Failure to do so will terminate this contract and will release the Board of Trustees in every way.

If there be no reliable and acceptable bid within the estimate placed on file with the Auditor of State by the Architects, the same will terminate this contract and the Board of Trustees will thereby be released from payment of any fees whatever, all plans and specifications prepared by the Architects will be at their expense, the same to be returned to them.

If the estimate placed on file with the Auditor of State exceeds the amount specified by the Board of Trustees for this purpose the Architects thereby agree to a reduction in the amount of their fees equal to the excess of the estimate over that specified for the building by the Board of Trustees.

The Architect's fee shall be five per cent on cost of building only, payments to be made as of former contract.

McDonel yes,— Begg yes,— Davis yes,— Collins yes,— Brown yes. Nays, none,— Carried.

CONTRACT.

THIS CONTRACT made and entered into this 13th day of May A. D. 1913, by and between HOWARD & MERRIAM, of Columbus, Ohio, hereinafter designated the "ARCHITECTS" and THE BOARD OF TRUSTEES OF THE BOWLING GREEN STATE NORMAL COLLEGE, of the State of Ohio, hereinafter designated "THE BOARD OF TRUSTEES".

WITNESSETH:- That the said Architects in consideration of the fulfillment of the agreements herein made by said Board of Trustees agree to the following:-

ARTICLE 1.— PRELIMINARY PLANS— The said Architects will prepare preliminary plans for the Women's Dormitory to be erected on the site owned by the State of Ohio, and known as the Normal School site at Bowling Green, Ohio, the same to be approved by the Board of Trustees and the President of said Normal School. The preliminary sketches after approval are to become the property of said Board of Trustees.

ARTICLE 2.— COMPLETE PLANS— The said Architects shall and will prepare full and complete plans, drawings, representations, bills of material, specifications of work, and estimates of cost in detail and in the aggregate for such buildings as are desired by said Board of Trustees to be erected under the present appropriation; such plans, drawings, specifications, details, etc., to be approved by the Board of Trustees, the President of said Normal School and the proper State authorities as is required by law, complete in every way for advertising by July 1, 1913. Failure to do so will terminate this contract and will release the Board of Trustees in every way.
The said plans, drawings, specifications, etc., shall contain all information necessary to enable contractors to make reliable bids upon the work and to erect and complete the buildings therefrom, and shall be in accordance with the law in such case made and provided.

Any omission in the plans or specifications which must be met by extras in order that the building shall conform to the original requirements of the Board of Trustees and President shall be provided for at the expense of Architects. This does not include additional changes made upon written request of the Board of Trustees after plans have been approved.

If there be no reliable and acceptable bid within the estimate placed on file with the Auditor of State by the Architects, the same will terminate this contract and the Board of Trustees will thereby be released from payment of any fees whatever, all plans and specifications prepared by the Architects will be at their expense, the same to be returned to them.

If the estimate placed on file with the Auditor of State exceeds the amount specified by the Board of Trustees for this purpose the Architects thereby agree to a reduction in the amount of their fees equal to the excess of the estimate over that specified for the building by the Board of Trustees.

ARTICLE 3. - COPIES OF DRAWINGS, PLANS & SPECIFICATIONS - The Architects shall provide all necessary copies of drawings, plans and specifications to be used in the construction of the buildings and other work, and shall be present in person at any public letting of the work.

ARTICLE 4.- SUPERVISION - The said Architects agree to place at their own expense a competent Superintendent of construction, satisfactory to the Board of Trustees, on the grounds at all times during the construction of the work, which Superintendent shall be at all times subject to the order of the Board of Trustees. One fifth of the fee paid to Architects shall be construed as for supervision and the Board of Trustees shall withhold proportionate payment based on this one per cent for any time the work progresses without such Superintendent. In case such Superintendent shall at any time be not satisfactory to the Board of Trustees the Architects upon being requested by the Board of Trustees so to do, shall dismiss such Superintendent and forthwith provide another in his place. The Architects shall provide competent engineering tests of all materials as required by the specification to insure proper results in construction and shall be responsible for any failure in plans, specifications or supervision.

ARTICLE 5. - ARCHITECTS AGENTS OF BOARD OF TRUSTEES - All instructions or orders to contractors and workmen shall be issued through the Architects. In all transactions between the Board of Trustees and the contractors, the said Architects shall act as agent of said Board of Trustees, and they shall assume only the agent’s liabilities in connection with the work.

ARTICLE 6. - PRESENCE DURING CONSTRUCTION - The Architects agree to be present in person on the work at least once every month during the construction of the work, and at such other times as the Board of Trustees shall require.

ARTICLE 7.- CLERK OF WORK - The Board of Trustees, should it so desire, shall have the right to place a clerk of work at its own expense upon the work.

ARTICLE 8. - BOND - The Architects agree to furnish such bond as may be required by the Board of Trustees conditioned to guarantee to the State of Ohio that such building as is done under the plans and specifications prepared, and as superintended by them under this contract, shall be of sufficient strength for the purposes to which the building is to be put.
ARTICLE 9.—IN CONSIDERATION OF THE AGREEMENT above made, the said Board of Trustees hereby retain and employ the said Architects to perform the services above outlined, and upon the performance of the conditions and stipulations herein contained, agrees to pay to the said Architects in full compensation therefor a sum equal to five per cent (5%) of the total cost of the work done in accordance with the plans and specifications as set forth in Article 2 hereof, the same to be due and payable in installments as follows:

(a) One per cent (1%) thereof when the drawings and specifications are satisfactorily completed and approved by the Board of Trustees and advertised.

(b) An additional two per cent (2%) thereof when the contracts are let, and the balance remaining thereof at the rate of two per cent (2%) upon each payment made to the contractor, the final payment to be made when the buildings are completed and accepted.

IN WITNESS WHEREOF, said parties hereto have hereunto set their hands on the day and year first above written.

There being no further business before the Board it was moved by Begg and seconded by McDonel that the Board adjourn. Carried.

Board adjourned.

[Signatures]

Pres.
Sec.