Board of Trustees Meeting Minutes 1916-08-16

Bowling Green State University

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Moved by Shatzel and seconded by McDonel that the Board now adjourn to meet at the call of the President. All members voted aye. Motion declared carried.

Meeting adjourned.

Attest: [Signature] Secretary

Bowling Green, Ohio, Aug. 16, 1916

Minutes of meeting of Board of Trustees of the Bowling Green State Normal College, held at the Administrative Office of the Board, Bowling Green, Ohio, on August 16th, 1916, at 10 o'clock A. M.

Members present: President E. H. Ganz, Treasurer J. D. McDonel, and J. P. Sharkey.

Absent: Vice President J. E. Collins, and Secretary J. E. Shatzel. President of the College, Dr. H. B. Williams, present.

President Ganz presided and J. P. Sharkey acted as secretary.

The matter of compelling The Hydraulic Press Brick Company to furnish the face brick of the Teachers' Training School building, in accordance with the letter of said company dated February 6, 1913, was discussed at length. Moved by McDonel and seconded by Sharkey that the secretary of this Board take this matter up at once with the Attorney General of Ohio to ascertain the rights of the Board.

Voting aye: Ganz, McDonel, Sharkey. Nays, none. Motion declared carried.

Upon the matter of the inside brick for said Training School building, after discussion, it was moved by McDonel and seconded by Sharkey that Contractor Steinle be directed to procure and use the same quality and kind as were used in buildings already constructed.

Voting aye: Ganz, McDonel, Sharkey. Nays, none. Motion declared carried.

President Williams reported collection of returns from the farm for the month of July, amounting to $100.92, and that same had been turned over to Treasurer McDonel.

President Williams also reported the collection of fees from students in the Summer School, amounting to $204.75, and that these fees had been appropriated by Act of the General Assembly to the College and same were not turned in to the State Treasury but held for some proper purpose here.

President Williams also reported net balance of $3509.38 in returns from the Dormitory for year ending July 1, 1916, and that same is held in the dormitory fund; furthermore, that he would make a detailed report to the Board later on.

Treasurer McDonel presented the following receipt, to-wit:-

DEPARTMENT OF TREASURER OF STATE

Columbus, Ohio, Aug. 2, 1916 No. 378

Received of .................................................$ 56.74
Fifty-six and 74/100 Dollars
arising from .................................................Fund

to be credited to the ...........................................

L. C. Hayes, Cashier
For Treasurer of State

Estimate No. 14 in favor of the Steinle Construction Company, final estimate on the building for Science and Agriculture, amounting to $4149.85, duly certified by Howard & Merriam, architects, was presented for allowance. Moved by McDonel, seconded by Sharkey, that same be allowed, on recommendation of the architects, and paid from fund designated as "Uses and Purposes".
Voting aye: Ganz, McDonel, Sharkey. Nays, none. Motion declared carried.

The claim of Howard & Merriam, architects, for 2% of final estimate on building for Science and Agriculture, amounting to $82.99, was presented for allowance.

Moved by McDonel, seconded by Sharkey that same be allowed and paid from fund designated "Uses and Purposes". Voting aye: Ganz, McDonel, Sharkey. Nays, none. Motion declared carried.

Estimate No. 1, issued in favor of The Steinle Construction Company for work done on the Teachers' Training School, amounting to $1999.75, duly certified by Howard & Merriam, architects, was presented for allowance. Moved by McDonel, seconded by Sharkey that same be allowed, on recommendation of the architects, and paid from fund designated "G-2 Training School, 1915-16". Voting aye: Ganz, McDonel, Sharkey. Nays, none. Motion declared carried.

The claim of Howard & Merriam, architects, for 2% of Estimate No. 1 issued to The Steinle Construction Company for work on Training School Building, amounting to $40.00, be allowed and paid out of fund designated "G-2 Training School 1915-16". Voting aye: Ganz, McDonel, Sharkey. Nays, none. Motion declared carried.

President Williams presented the following claims, for allowance, to wit:-

<table>
<thead>
<tr>
<th>1915-16 Appropriations</th>
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<tbody>
<tr>
<td>Royce &amp; Coon Grain Co., City</td>
</tr>
<tr>
<td>The Bowling Green Post Office</td>
</tr>
<tr>
<td>The Ohio State Reformatory, Mansfield, O.</td>
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<tr>
<td>P. M. Davidson, City</td>
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<tr>
<td>A. Froney Company, City</td>
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<td>Maas Bros., City</td>
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<td># Maas Bros., City</td>
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<tr>
<td>The Toledo Janitor Supply Co., Toledo, O.</td>
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<tr>
<td>The National Supply Co., City</td>
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<td>D-3</td>
</tr>
<tr>
<td>A. Froney Co., City</td>
</tr>
<tr>
<td>Campbell Bros., City</td>
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<tr>
<td>Dept. of the Interior, U.S. Geog. Survey, Washington</td>
</tr>
<tr>
<td>A. C. McClurg Co., Chicago, Ill.</td>
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<tr>
<td>The L.S.P.S. &amp; N.Ry., City</td>
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<tr>
<td>The Northwestern Ohio Nat. Gas Co., City</td>
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<tr>
<td># The City Water Co., City</td>
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<tr>
<td># Fred Cook, City</td>
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<td>F-8</td>
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<tr>
<td>The Receivers, Central Union Telephone Co., City</td>
</tr>
<tr>
<td>The Wood Co. Telephone Co., City</td>
</tr>
<tr>
<td>D. I. Loomis, Bowling Green, Ohio</td>
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<tr>
<td>J. P. Shartkey, Van Wert, O.</td>
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<tr>
<td>V-6</td>
</tr>
<tr>
<td>C. H. Steepleton Co., Chicago, Ill.</td>
</tr>
</tbody>
</table>

Short Budget R.B. #114

Trumbull & Purdy, City | Painting house and barn—President's Home. Contract | 111.00 |

Moved by McDonel, seconded by Sharkey that above claims be allowed and paid and that the fund designation be made by President Williams.

Voting aye: Ganz, McDonel, Sharkey. Nays, none. Motion declared carried.
President Williams announced the contribution by Prof. J. P. Sharkey of books and specimens for use in the College. The Board extended its thanks to Prof. Sharkey and requested that an expression of appreciation be entered on the minutes.

The following communication from the Attorney General of Ohio was presented and, on motion, made a part of the minutes, to-wit:-

O P I N I O N
Hon. J. E. Shatzel, Sec'y.,
Bowling Green State Normal College,
Bowling Green, Ohio.

"Dear Sir:-

You have submitted to me through your architects the contract entered into by your Board of Trustees and The Steinle Construction Company, under date of July 21, 1916, for the construction of the training school building, including general construction, heating and ventilating, plumbing, gas fitting, sewage, and lighting fixtures, the said contract calling for the sum of $94,545.45 to be paid for out of the appropriations made in sections 2 and 3 of House Bill 701, 106 O. L. 666, together with the bond covering said contract and the advertisements calling for bids.

I have ascertained from the Auditor of State's office that there are sufficient funds on hand not contracted against for the purposes of this contract. I have examined the contract and bond and find the same to be in conformity with law and have therefore this day approved the same and have filed the original contract and bond with the Auditor of State and have returned the rest of the papers to your architects.

Respectfully,
Edward C. Turner
Attorney General.

President Williams presented a copy of the contract entered into between this Board of Trustees and The Steinle Construction Company with reference to the building of the Teachers' Training School, which was in words and figures following, to-wit:-

CONTRACT

THIS AGREEMENT, made and entered into this 21st day of July, 1916, by and between The Steinle Construction Company of Fremont, Ohio, party of the first part (hereinafter designated as contractor); and E. H. Ganz, J. E. Collins, J. R. Shatzel, J. D. McConiel, and J. P. Sharkey, as TRUSTEES OF THE BOWLING GREEN STATE NORMAL COLLEGE OF Bowling Green, 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 or said work as may be in charge thereof under designation of the architect, Howard & Merriam, subject to conditions of contract of employment now existing between undersigned Board 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 Training School Building, including general construction, heating and ventilating, plumbing, gas fitting, sewage, and lighting fixtures. To be constructed in accordance with plans and specifications of Howard & Merriam, Architects, Columbus, Ohio.

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

July 26, 1916
un worked, 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 skilful or properly skilled workmen, or to supply materials of suitable
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 con-
tained, the contractor 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 concede that 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 take possession, for the purpose of completing the work comprehended under this contract, of all tools, materials and ap-
piances 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,
ne 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 balance to 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 herein provided, either for finishing, 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 by July 1, 1917.

Upon failure to have all work fully completed by the date above mentioned
the contractor shall forfeit any and all payments due or to become due 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
casualty, or the abandonment of the work by the employees through no fault of
the contractor, then the time herein fixed for the completion of said 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 therefore 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 architect.

Art. 8. The owner agrees to provide all labor and material not in-
cluded in this contract in such manner as not to delay the material progress
of the work, so as to cause any damage for which the contractor 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 Fifty-four Thousand five hundred and forty-five dollars and 45
cents ($54,545.45) subject to additions and deduction as herein 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 The Bowling Green
State Normal College during the years of 1915-1916 and 1916-1917 $85,000.00 payments shall be made on all suitable materials furnished and
delivered at the building site less fifty per cent; provided, always, that
all materials received on the ground 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 than five per cent to be paid before the building shall have been completed
and accepted by the party of the second part. The final payment shall be
made immediately after the Fulfillment of all the duties of the contractor.
Nothing 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, at the option of 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 Steinle Const. Co. Contractor
By Carl F. Steinle

(J. H. Ganz, Pres.
Trustees Bowling
Green State
Normal College
(J. E. Collins, V. Pres.
J. E. Shatzel, Sec'y.
J. D. McDonel, Treas.
J. P. Sharkey)

This contract is in compliance with law.

Edward C. Turner
Attorney General
July 26, 1916

Moved by McDonel, seconded by Sharkey that said contract be entered at length on the minutes. Voting aye: Ganz, McDonel, Sharkey. Nays, none. Motion declared carried.

Meeting adjourned to meet on call of the President of the Board.

Attest: J. P. Sharkey Act. Secretary

President

Bowling Green, Ohio, Sept. 2, 1916

Minutes of meeting of Board of Trustees of Bowling Green State Normal College, held at the Administrative office of the Board, on Saturday, Sept. 2, 1916.

Members present: President E. H. Ganz, Secretary J. E. Shatzel, J. P. Sharkey, President of the College, Dr. H. B. Williams, also present.

Minutes of two previous meetings of the Board read and approved.

Many matters pertaining to the Teachers' Training School Building were discussed but no definite action taken on account of the absence of the architects.

Secretary Shatzel reported that he had personally visited the office of The Hydraulic Press Brick Company, at Toledo, where he had been assured that the company would make definite reply to the demand of the Board that brick for the new building be furnished under the terms of the letter of February 6, 1913.

The Secretary was directed to write brick companies, manufacturing the kind of brick needed for the new building, to present samples and prices at the next meeting of the Board; also to ask the architects and contractor to be present.

Contractor Steinle was present with specifications for concrete beams for the Training School Building but no action was taken because of the absence of the architects.

Contractor Steinle suggested that the following brick manufacturers be notified to present samples and submit prices, to wit:-