Board of Trustees Meeting Minutes 1921-07-13

Bowling Green State University

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Moved by Brown, seconded by Johnston, that said payrolls be allowed and paid from the funds provided therefor. Voting: Shatzel, Johnston, Brown. Motion carried.

Moved by Brown, seconded by Johnston, that the Board adjourn to meet at 9:00 A. M. on July 13th, 1921. Motion carried.

ATTEST:

Bowling Green, Ohio, July 13, 1921

The Board of Trustees met on the above date in its rooms in the Administration Building of the State Normal College with the following members present: Pres. J. E. Shatzel, Sec'y Dr. H. J. Johnston, Treasurer E. H. Ganz and D. C. Brown. Dr. Williams, resident of the College, was also present.

The minutes of the meeting held on June 30th, 1921, were read and approved.

Dr. Williams reported that he had not been able to dispose of the old barn in the rear of the Training School building at a satisfactory price and recommended that it be wrecked and the material stored for future use. Moved by Brown, and seconded by Ganz, that Dr. Williams be authorized to wreck the building and store the material. Voting: Shatzel, Johnston, Ganz, Brown. Motion carried.

Moved by Brown and seconded by Ganz that Dr. Williams notify Louis Brandt, Landscape Architect, to come to Bowling Green at the earliest date possible for a conference with a committee of the Board consisting of Pres. Shatzel, Sec'y Johnston, and Dr. Williams, to go over details of general plans for campus improvement and questions pertaining to the further development of the grounds. Voting: Shatzel, Johnston, Ganz, Brown. Motion carried.

Moved by Brown and seconded by Ganz that Sec'y Johnston be requested to notify J. E. Kenower to immediately begin work upon his contract for painting the woodwork of the Administration Building. Voting: Shatzel, Johnston, Ganz, Brown. Motion carried.

Pres. Shatzel reported that he had taken option on behalf of the State of Ohio on the four Parker lots at the corner of Wooster Street and Thurston Avenue at $700.00 each and on the Joseph E. Kirk property on Thurston Avenue at $2000.00, said options expiring October 1st, 1921. He further reported that he had not been successful thus far in securing an option on the Ben Loorais property.

Dr. Williams presented and read the following letter from the Attorney General regarding the contract and bond of H. T. Clague for the Improvement of Wayne Street from the Circle south to Wooster, to wit:

STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
COLUMBUS

Opinion 2216
June 30, 1921

Board of Trustees,
Bowling Green State Normal College
Bowling Green, Ohio.

Gentlemen:

You have submitted for my approval, in accordance with the provisions of section 2195 G.C., a contract between H. T. Clague, of Bowling Green, Ohio, and your board, dated June 8, 1921, which relates to the improvement of Wayne Street at Bowling Green State Normal College. Said contract calls for payment to the contractor of the sum of $4,341.80. You have also submitted a bond given by the American Surety Company of New York covering said contract, accompanied
by a certified copy of a power of attorney disclosing the authority of the officials of said company to execute said bond.

The proposal of the contractor relating to this contract is before me, the same having been approved by the State Building Commission. I also have before me the certifying copy of a power of attorney of the Auditor of State in accordance with the provisions of section 2286-2 G.C., to the effect that there is a balance in the proper appropriation fund sufficient to cover the amount payable under said contract.

Therefore, I am certifying my approval as to form upon said contract and bond. However, in section 2119 G.C. it is provided that no contract shall be entered into until the Industrial Commission of Ohio has certified that the person aiming at the contract has complied with the workmen's compensation law, etc. There is no evidence presented to me as to this matter. It may be that this provision has been complied with, or it may be that the contractor has not employed a sufficient number of men in the past to subject him to the provisions of the compensation law. However, it is suggested that you should be satisfied that the law is complied with in this respect.

Said contract and bond and all other papers submitted in connection therewith have been filed with the Auditor of State.

Respectfully,

John G. Price
Attorney General.

CONTRACT

THIS AGREEMENT, made and entered into this 8th day of June, 1921, by and between H. T. Clague of Bowling Green, Ohio, party of the first part (hereinafter designated as contractor); and The Board of Trustees of the Bowling Green (Ohio) State Normal College at 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 a competent Superintendent, and Louis Brandt, Landscape Architect, 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 Wayne Street from Circle south to Wooster Street which work includes Drainage, Stone Curbing, Paving, and Engineering, according to plan #60-12 "Development of Wayne Street from Circle south to Wooster Street", plan #60-13 "Intersection of Wayne & Wooster Streets showing Curbing", plan #60-14 "Intersection of Wayne Street", plan #60-15 "Detail of Catch Basins", plan #60-29 "Cross section of proposed Improvement of Wayne Street", plan #60-28 "Profile for proposed Improvement of Wayne Street."

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

ARTICLE 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.

ARTICLE 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.

ARTICLE 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. When, 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.

ARTICLE 5. Should the contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen, 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 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 thereof.

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, after deducting the expenses incurred by the owner in finishing the work, is sufficient for the payment of the balance, the contractor shall be paid 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.
ARTICLE 6. The contractor is to complete all work contemplated under this contract by September 15th, 1921.

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.

ARTICLE 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 architect.

ARTICLE 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.

ARTICLE 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 Four Thousand Three Hundred Forty-one and 80/100 Dollars ($4,341.80) subject to additions and deductions as hereinafter 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 Drainage, Fencing, and Landscape Improvements upon said Normal College grounds designated in said appropriation bill as G-3 Other Capital Outlay - Drainage, Fencing, and Landscape Improvement during the years of 1919 and 1920, 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 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 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 hereafter 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.

ARTICLE 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.

ARTICLE 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.

ARTICLE 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.

By

H. T. Clague

The Board of Trustees of the
Bowling Green(O.) State Normal
College by J. E. Ziegler, Pres.
R. J. Johnson, Sec'y

This contract is in compliance with law.

Attorney General
CONTRACT BOND

Sec. 2316 G. C. (107 O. L., 454) and Sec. 2365-4 G. C. (107 O. L., 642)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, H. T. Clague of Bowling Green, Ohio, as principal, and American Surety Company of New York, as surety, are held and firmly bound unto the State of Ohio in the penal sum of Forty-three Hundred and Forty-two Dollars, ($4342.00) for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the 8th day of June, 1921, file with The Board of Trustees of The Bowling Green, Ohio, State Normal College, a proposal for the construction and completion of Wayne Street from the Circle south to Wooster Street including Grading, Drainage, Stone Curbing, Paving and Engineering, same to be completed by September 15th, 1921.

Now, therefore, in the event that said proposal is accepted, if the said principal within ten days next after the awarding of the said contract enter into a proper contract in accordance with the proposal, plans, details, specifications and bills of material, which said proposal and contract are made a part of this bond the same as though set forth herein; and faithfully perform each and every condition of such contract; and indemnify the State of Ohio against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefor; and pay all lawful claims of sub-contractors, material men and laborers for labor performed or material furnished in carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any sub-contractor, material man or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agree that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said contract or in or to the plans or specifications thereof shall in any wise affect the obligation of said surety on this bond.

SIGNED AND SEALED this 8th day of June, A. D. 1921.

H. T. Clague

American Surety Company of New York

By Attorney in fact

Countersigner

NOTE: The amount of this Bond must be at least the total sum of the bid.

Dr. Williams as custodian of the Dormitory and Miscellaneous funds submitted reports of the condition of these funds for the second half of the academic year of 1920-21, ending June 21st.

FINANCIAL STATEMENT
NORMAL COLLEGE DORMITORY

Feb. 7, 1921 to June 21, 1921

RECEIPTS-
Interest on money deposited $ 106.25
Board Receipts 6900.57
Room Receipts 2349.00

11355.82

DISBURSEMENTS-
Food 4375.42
Labor 2296.41
General Plant Upkeep 62.27
Water 316.52
Light & Power 251.60
Gas 251.60
Depreciation on Equipment 216.25
General Plant & Kitchen Supplies 140.97
Other Operating Expenses 141.61

Gain for period 6095.33

11355.82

LIABILITIES

RESOURCES
Liberty Bonds 5000.00
Certificates of Deposit 20760.00
Equipment 704.23
Inventory of Food 1262.36
Inventory of General Plant Supplies 101.50
Cash 3327.38

39116.37

LIABILITIES
The Institution 39041.25
Accounts Payable 75.12

39116.37
NORMAL COLLEGE MISCELLANEOUS FUNDS

Athletic Fund ........................................... 22.42
Entertainment Fund .................................... 806.51
Social Fund ............................................... 16.66
Interest .................................................... 166.02
$1013.03

Moved by Brown and seconded by Ganz, that the reports be spread upon the minutes. Voting aye: Shatzel, Johnston, Ganz, Brown. Motion carried.

Dr. Williams reported that he had turned over to the Treasurer of the Board check for $277.16 for laboratory fees and fines for the Second Semester of 1920-21, and sale of junk; also check for $247.00 for fees and fines for the Second Summer Term of 1921, and that the Treasurer had receipted for the same.

June 17, 1921

$248.50

Received of H. B. Williams, President, the following amounts to be forwarded to the State Treasurer:

Laboratory Fees, Ind. Arts.................................. 109.50
Laboratory Fees, Home Economics.......................... 63.00
Laboratory Fees, Physics.................................... 80.00
Laboratory Fees, Chemistry................................ 66.50
Fines.......................................................... 1.25
$248.50

E. H. Ganz
Treasurer

The above amount should be credited to A-1 Salaries H. B. #536.

$26.66

Received of H. B. Williams, President, the following amounts to be forwarded to the State Treasurer:

Sale of Cinders.............................................. 23.89
Sale of Paper............................................... 2.59
Sale of Iron............................................... 2.18
$28.66

E. H. Ganz
Treasurer

July 7, 1921

$247.00

Received of H. B. Williams, President, the following amounts to be paid to the Treasurer of State:

Laboratory Fees, Ind. Arts.................................. 153.00
Laboratory Fees, Home Economics.......................... 75.00
Laboratory Fees, Physics.................................... 4.50
Fines, Late Registration, etc................................ 14.50
$247.00

The above are Summer School Fees for Summer Term 1921 to be credited to A-2 Summer School as per Amended H. B. No. 301.

E. H. Ganz
Treasurer

The bill of the Columbus Builders Supply Company amounting to $1000.00 for the second delivery of hardware for the Training School building was presented for payment. Moved by Brown, and seconded by Ganz, that the bill be allowed and paid from the fund known as "Additions and Betterments, G-2, H. B. #762". Voting aye: Shatzel, Johnston, Ganz, Brown. Motion carried.

Moved by Brown, and seconded by Ganz, that Dr. Williams be authorized to secure prices on Seal-Coat for the driveway on Court Street and the Circle and that he be given power to act in the matter on his own judgment. Voting aye: Shatzel, Johnston, Ganz, Brown. Motion carried.

Moved by Brown, and seconded by Johnston, that Stewart & Son be selected as Architects for the new Dormitory for Women and that they procure the assistance of R. J. Merriam, if possible, in drawing the plans, provided a satisfactory agreement can be reached between said parties with respect to terms of employment, and provided further that the Board has legal authority to make such contract. Voting aye: Shatzel, Johnston, Ganz, Brown.

Moved by Ganz, and seconded by Johnston, that the Board adjourn to meet on July 27th at 1:00, Central Standard Time. Voting aye: Shatzel, Johnston, Ganz, Brown. Motion carried.

ATTEST: ______________________ Sec'y ______________________ Pres.