6-16-1939

Board of Trustees Meeting Minutes 1939-06-16

Bowling Green State University

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The Board of Trustees of the Bowling Green State University met in a regular session in its office in the Administration Building at 2:00 o'clock p.m. on June 16, 1939. The members of the Board present were Mr. E. E. Coriell, secretary; Mrs. Bessie S. Dwyer, treasurer; and Dr. H. J. Johnston. Dr. Edward B. Pedlow, president, and Mr. J. J. Urschel were unavoidably absent. President F. J. Prout was also in attendance.

Dr. H. J. Johnston by unanimous consent acted as chairman of the Board during this session.

After discussion of the offer of the United States of America to amend the contract created by acceptance of the Government's offer dated June 24, 1938, to aid by way of grant in financing the construction of a college building, including necessary equipment the following resolution was proposed by Mrs. Dwyer and read in full:

**A RESOLUTION ACCEPTING THE OFFER OF THE UNITED STATES OF AMERICA TO THE BOARD OF TRUSTEES OF BOWLING GREEN STATE UNIVERSITY, BOWLING GREEN, OHIO, TO AMEND THE CONTRACT CREATED BY ACCEPTANCE OF THE GOVERNMENT'S OFFER DATED JUNE 24, 1938, TO AID BY WAY OF GRANT IN FINANCING THE CONSTRUCTION OF A COLLEGE BUILDING, INCLUDING NECESSARY EQUIPMENT.**

Be it resolved by the Board of Trustees of the Bowling Green State University, Bowling Green, Ohio

Section 1. That the offer of the United States of America to the Board of Trustees of Bowling Green State University, Bowling Green, Ohio to amend the contract created by acceptance of the Government's offer dated June 24, 1938, to aid by way of grant in financing the construction of a college building, including necessary equipment a copy of which offer reads as follows:

**FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS**

Washington, D. C.

Dated: June 10, 1939

Docket No. Ohio 1390-F

The Board of Trustees of Bowling Green State University, Bowling Green, Ohio

The United States of America hereby offers to amend the contract created by the acceptance by the Board of Trustees of Bowling Green State University, on July 5, 1938, of the Offer made by the United States of America and dated June 24, 1938, by striking out Paragraph 1 of said Offer and inserting in lieu thereof the following paragraph:

"1. Subject to the Terms and Conditions (PWA Form No. 230, as amended to the date of this Offer), which are made a part hereof, the United States of America hereby offers to aid in financing the construction of a gymnasium building and a natatorium building, including connecting passageways and necessary equipment (herein called the "Project"), by making a grant to The Board of Trustees of Bowling Green State University (herein called the "Applicant"), in the amount of 45 percent of the cost of the project upon completion, as determined by the Federal Emergency Administrator of Public Works, but not to exceed, in any event, the sum of $145,252."

UNITED STATES OF AMERICA

Federal Emergency Administrator of Public Works

By (Sgd.) E. W. Clark

For the Assistant Administrator

be and the same is hereby in all respects accepted.

Section 2. That said Board of Trustees of Bowling Green State University, Bowling Green, Ohio agrees to abide by all the Terms and Conditions relating to such grant, a copy of which Terms and Conditions were annexed to the Government's offer and made a part thereof.

Section 3. That the Clerk of the Board of Trustees of Bowling Green State University be and he is hereby authorized and directed forthwith to send to the Federal Emergency Administration of Public Works three certified extracts from the minutes of this meeting showing the adoption and containing the full text of this resolution, and such further documents or proofs in connection with the acceptance of the Government's offer as may be requested by the Federal Emergency Administration of Public Works.

(Sgd.) H. J. Johnston

Chairman of the Board of Trustees

The above resolution was seconded by Mr. Coriell and was adopted, with the following voting yes: Johnston, Mrs. Dwyer and Coriell. Motion carried.

The chairman thereupon declared said resolution carried and the chairman thereupon signed said Resolution in approval thereof.

It was moved by Mr. Coriell and seconded by Mrs. Dwyer that the following resolution be adopted:
RESOLUTION TO REQUEST APPROVAL FROM THE FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS OF THE REVISED ESTIMATED COST OF THE WOMEN’S PHYSICAL EDUCATION BUILDING AND NATatorium PROJECT OF THE BOARD OF TRUSTEES OF BOWLING GREEN STATE UNIVERSITY, DOCKET NO. OH-1390-F.

WHEREAS, the latest breakdown of estimated costs approved by the Federal Emergency Administration of Public Works on its PWA Form 194, dated February 27, 1939, is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Preliminary expenses</td>
<td>$100.00</td>
</tr>
<tr>
<td>2. Land and right-of-way</td>
<td>$287,596.00</td>
</tr>
<tr>
<td>3. Construction cost</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>4. Engineering and architectural expenses</td>
<td>$100.00</td>
</tr>
<tr>
<td>5. Legal, administrative and other overhead</td>
<td>$0.00</td>
</tr>
<tr>
<td>6. Interest during construction</td>
<td>$0.00</td>
</tr>
<tr>
<td>7. Miscellaneous</td>
<td>$304,796.00</td>
</tr>
</tbody>
</table>

WHEREAS, since the date of the approval of such breakdown of costs it has become necessary to increase Item 3, Construction cost to enable us to secure necessary equipment for the two buildings included on this docket made possible by the offer of the Amendment Grant received June 10; and it has been found necessary to increase Item 5, Legal, administrative and other overhead to defray expenses of communication and whereas the remaining balance in Item 1, Preliminary expenses will not be expended in its entirety, a reduction is deemed advisable to enable the increase of Item 5; and the estimated cost heretofore approved should be revised.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Bowling Green State University, State of Ohio:

Section 1. That the Federal Emergency Administration of Public Works be and the same is hereby requested to indicate its approval of the following revised estimated cost of the project:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Preliminary expenses</td>
<td>$37.00</td>
</tr>
<tr>
<td>2. Land and right-of-way</td>
<td>$305,996.00</td>
</tr>
<tr>
<td>3. Construction cost</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>4. Engineering and architectural expenses</td>
<td>$150.00</td>
</tr>
<tr>
<td>5. Legal, administrative and other overhead</td>
<td>$0.00</td>
</tr>
<tr>
<td>6. Interest during construction</td>
<td>$0.00</td>
</tr>
<tr>
<td>7. Miscellaneous</td>
<td>$322,793.00</td>
</tr>
</tbody>
</table>

Section 2. That this resolution shall go into immediate effect. PASSED this 16th day of June, 1939.

Voting yes: Johnston, Mrs. Dwyer and Coriell. Motion carried.

It was moved by Mrs. Dwyer and seconded by Mr. Coriell that the following resolution be adopted and that President Prout be authorized to sign all federal and state papers in connection therewith:

WHEREAS, the Board of Trustees of Bowling Green State University (hereinafter referred to as "Owner") and Wuellner and Theado (hereinafter referred to as "Contractor") have entered into a contract for the performance of certain work in connection with the construction of a college building, Docket OH-1390-F, project of the Owner;

WHEREAS, it is provided in the said contract that, in the event the said work is not completed by the first day of July 1939, and said contractor shall pay to the Owner as liquidated damages an amount computed on the basis of $50.00 for each day the said work remains uncompleted after the aforesaid date; and

WHEREAS, for the reasons hereinafter enumerated, it has become impossible for the Contractor to perform the said contract within the contractual date for completion; viz. (see letter of Contractor to State Architect and Engineer)

WHEREAS, it appears the said Contractor is not legally responsible for such delay in the completion of said contract and, accordingly, liquidated damages should not be assessed;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Trustees of Bowling Green State University; (1) that the contractual date for completion of the said contract be extended to the 16th day of August, 1939; (2) that the Board of Trustees of Bowling Green State University waives any and all claims for liquidated damages arising out of the failure of the Contractor to complete the work prior thereto; and (3) that said contractual provision providing for liquidated damages shall otherwise remain in full force and effect provided, however, that liquidated damages may be hereafter assessed in accordance with the terms of the contract only from and after the aforesaid extended date for completion of the work.

Voting yes: Johnston, Coriell and Mrs. Dwyer. Motion carried.
It was moved by Mr. Coriell and seconded by Mrs. Dwyer that the following resolution be adopted and that President Prout be authorized to sign all federal and state papers in connection therewith:

WHEREAS, the Board of Trustees of Bowling Green State University (hereinafter referred to as "Owner") and W. J. Gillespie (hereinafter referred to as "Contractor") have entered into a contract for the performance of certain work in connection with the construction of a college building, Docket OH-1390-F, project of the Owner;

WHEREAS, it is provided in the said contract that, in the event that said work is not completed by the twenty-fourth day of June, 1939, the said contractor shall pay to the Owner as liquidated damages an amount computed on the basis of $50.00 for each day the said work remains uncompleted after the aforesaid date; and

WHEREAS, for the reasons hereinafter enumerated, it has become impossible for the Contractor to perform the said contract within the contractual date for completion; viz. (see letter of Contractor to State Architect and Engineer)

WHEREAS, it appears the said Contractor is not legally responsible for such delay in the completion of said contract and, accordingly, liquidated damages should not be assessed;

NOW THEREFORE, BE AND IT IS HEREBY RESOLVED BY THE Board of Trustees of Bowling Green State University (hereinafter referred to as "Owner") and E. C. Reitz Company (hereinafter referred to as "Contractor") have entered into a contract for the performance of certain work in connection with the construction of a college building, Docket OH-1390-F, project of the Owner;

WHEREAS, it is provided in the said contract that, in the event the said work is not completed by the first day of July, the said contractor shall pay to the Owner as liquidated damages an amount computed on the basis of $50.00 for each day the said work remains uncompleted after the aforesaid date; and

WHEREAS, for the reasons hereinafter enumerated, it has become impossible for the Contractor to perform the said contract within the contractual date for completion; viz. (see letter of Contractor to State Architect and Engineer)

WHEREAS, it appears the said Contractor is not legally responsible for such delay in the completion of said contract and accordingly, liquidated damages should not be assessed;

NOW THEREFORE, BE AND IT IS HEREBY RESOLVED BY THE Board of Trustees of Bowling Green State University (hereinafter referred to as "Owner") and E. C. Reitz Company (hereinafter referred to as "Contractor") have entered into a contract for the performance of certain work in connection with the construction of a college building, Docket OH-1390-F, project of the Owner;

WHEREAS, it is provided in the said contract that, in the event the said work is not completed by the first day of July, the said contractor shall pay to the Owner as liquidated damages an amount computed on the basis of $50.00 for each day the said work remains uncompleted after the aforesaid date; and

WHEREAS, for the reasons hereinafter enumerated, it has become impossible for the Contractor to perform the said contract within the contractual date for completion; viz. (see letter of Contractor to State Architect and Engineer)

NOW THEREFORE, BE AND IT IS HEREBY RESOLVED BY THE Board of Trustees of Bowling Green State University: (1) that the contractual date for completion of the said contract be extended to the 16th day of August, 1939; (2) that the Board of Trustees of Bowling Green State University waives any and all claims for liquidated damages arising out of the failure of the Contractor to complete the work prior thereto; and (3) that said contractual provision providing for liquidated damages shall otherwise remain in full force and effect provided, however, that liquidated damages may be hereafter assessed in accordance with the terms of the contract only from and after the aforesaid extended date for completion of the work.

Voting yes: Johnston, Coriell and Mrs. Dwyer. Motion carried.

It was moved by Mrs. Dwyer and seconded by Mr. Coriell that the following resolution be adopted and that President Prout be authorized to sign all federal and state papers in connection therewith:

WHEREAS, the Board of Trustees of Bowling Green State University (hereinafter referred to as "Owner") and the Knowlton Construction Company (hereinafter referred to as "Contractor") have entered into a contract for the performance of certain work in connection with the construction of a college building, Docket OH-1390-F, project of the Owner;

WHEREAS, it is provided in the said contract that, in the event the said work is not completed by the first day of July, the said contractor shall pay to the Owner as liquidated damages an amount computed on the basis of $50.00 for each day the said work remains uncompleted after the aforesaid date; and

WHEREAS, for the reasons hereinafter enumerated, it has become impossible for the Contractor to perform the said contract within the contractual date for completion; viz. (see letter of Contractor to State Architect and Engineer)

WHEREAS, it appears the said Contractor is not legally responsible for such delay in the completion of said contract and accordingly, liquidated damages should not be assessed;

NOW THEREFORE, BE AND IT IS HEREBY RESOLVED BY THE Board of Trustees of Bowling Green State University: (1) that the contractual date for completion of the said contract be extended to the 16th day of August, 1939; (2) that the Board of Trustees of Bowling Green State University waives any and all claims for liquidated damages arising out of the failure of the Contractor to complete the work prior thereto; and (3) that said contractual provision providing for liquidated damages shall otherwise remain in full force and effect provided, however, that liquidated damages may be hereafter assessed in accordance with the terms of the contract only from and after the aforesaid extended date for completion of the work.

Voting yes: Johnston, Coriell and Mrs. Dwyer. Motion carried.

It was moved by Mr. Coriell and seconded by Mrs. Dwyer that the Board of Trustees approve the Extra Order of $29.14 for Knowlton Construction Company for installation of six additional cylinder lock sets and threshold lugs. Voting yes: Johnston, Coriell and Mrs. Dwyer. Motion carried.

A proposal was presented by the Knowlton Construction Company for the installation of asphalt tiling in the living quarters of the dormitory at an extra cost of $3400. Mr. Coriell moved that the state architect be authorized to arrange for the installation of this material at the proposed price of $3400. Mrs. Dwyer seconded the motion. Voting yes: Johnston, Coriell and Mrs. Dwyer. Motion carried.

It was moved by Mr. Coriell and seconded by Mrs. Dwyer that the meeting adjourn to meet again at the call of the president. Voting yes: Johnston, Mrs. Dwyer and Mr. Coriell. Motion carried. Meeting adjourned.