

Minutes of Board of Regents

September 29, 1938.

1:00 o'clock

The minutes of the Special Meeting of the Board of Regents of Western Kentucky State Teachers College which met at the Kentucky Hotel, Louisville, Kentucky, at 1:00 P.M., the 29th day of September, 1938, in accordance with the following call:

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To the Members of the Board of Regents of the Western Kentucky State Teachers College:

Notice is hereby given that a special meeting of the Board of Regents of the Western Kentucky State Teachers College will be held in the City of Louisville, Kentucky, at the Kentucky Hotel at 1:00 o'clock P.M., on the 29th day of September, 1938, for the purpose of considering an offer of the United States of America to aid by the way of a grant in financing the construction and completion of the Kentucky Building including the necessary equipment and adopting a resolution approving and authorizing the acceptance of such offer.

Dated this 29th day of September, 1938.

(SIGNED) H. W. Peters, Chairman
of Board and Superintendent
of Public Instruction,
State of Kentucky.

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Consent to the meeting was given as follows:

We, the undersigned members of the Board of Regents of the Western Kentucky State Teachers College, hereby accept service of the foregoing Notice, waiving any and all irregularities in such service and such notice, and consent and agree that said Board of Regents shall meet at the time and place herein named and for the purpose herein stated.

Witness our signatures this 29th day of September,
1938.

H. W. Peters
C. I. Dawson
(SIGNED) B. J. Borrone
Mrs. W. P. Drake
F. J. Pentecost

The meeting was called to order by Superintendent Peters.

President Garrett presented the need for the completion of the Kentucky Building and stated that he had an opinion from the Attorney General stating that the Board of Regents had the authority to borrow \$34,000.00 in anticipation of capital outlay appropriation due July 1, 1939. He stated that he felt the approval of the Finance Department and of the Governor should be secured before this money was borrowed. Mr. Garrett then recommended the acceptance of the offer of the United States of America to make a grant not to exceed \$37,800.00 for the completion of the Kentucky Building, including the necessary equipment.

After discussion the following resolution numbered one and entitled, "A Resolution Accepting the Offer of the United States to the Western Kentucky State Teachers College to Aid by way of Grant in Financing the Completion of the Kentucky Building Including the Necessary Equipment" was proposed by Judge Pentecost and read in full.

Resolution No. 1

A RESOLUTION ACCEPTING THE OFFER OF THE
UNITED STATES TO THE WESTERN KENTUCKY STATE
TEACHERS COLLEGE TO AID BY WAY OF GRANT IN
FINANCING THE COMPLETION OF THE KENTUCKY
BUILDING INCLUDING THE NECESSARY EQUIPMENT

BE IT RESOLVED: By the Board of Regents of the
Western Kentucky State Teachers College.

SECTION 1. That the offer of the United States of America to the Western Kentucky State Teachers College to aid by way of grant in the financing of the completion of the Kentucky Building including the necessary equipment, a copy of which offer reads as follows:

1. Subject to the Terms and Conditions (FVA 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 completion of a College Building, including the necessary equipment therefor (herein called the Project) by making a grant to the Western Kentucky State Teachers College (herein called the Applicant) in the amount of 45 per cent of the cost of the Project upon completion, as determined by the Federal Emergency Administrator of Public Works (herein called the Administrator) but not to exceed, in any event, the sum of \$37,000.00;

2. By acceptance of this offer the Applicant covenants to begin work on the Project as early as possible but in no event later than 12 weeks from the date of this offer and to complete such Project with all practicable dispatch, and in any event within 8 months from the commencement of construction;

3. This offer is made subject to the express condition that, if the Administrator shall determine at any time that the Applicant has paid or agreed to pay, whether directly or indirectly, a bonus, commission or fee to any person, firm or corporation for attempting to procure an approval, or for activities of a nature commonly known as lobbying performed or agreed to be performed in connection with the application, the Administrator shall have the right, in his discretion, to rescind this offer and any agreements resulting therefrom, and in the event of such rescission, the United States shall be under no further obligation hereunder;

Be and the same is hereby in all respects accepted.

SECTION 2. That said Western Kentucky State Teachers College agrees to abide by all the Terms and Conditions of said offer, including, the Terms and Conditions annexed thereto and made a part hereof.

SECTION 3. That the Secretary of this Board be and is hereby authorized and directed forthwith to send to the Federal Emergency Administration of Public Works three certified copies of the proceedings of the Board of Regents in connection with the adoption of this resolution, setting forth this resolution in full, and such further documents or proofs in connection with the acceptance of said offer as may be requested by the Federal Emergency Administration of Public Works.

The above resolution was seconded by Mr. Borrone and was adopted by the following voting aye: Judge Pentecost, Judge Dawson, Mrs. Drake, Mr. Borrone and Mr. Peters.

The Chairman thereupon declared the said resolution carried and the Chairman signed said resolutions in approval thereof. This signed resolution is on file in office of Bursar.

On motion made by Judge Pentecost, seconded by Judge Dawson, it was unanimously voted that the Chairman of the Board and the Secretary execute in behalf of the Board the following contract with J. M. Ingram, to wit:

The Board of Regents of the Western Kentucky State Teachers College hereinafter called the Owner, and J. M. Ingram, hereinafter called the Architect, hereby agree as follows:

WHEREAS, The Owner intends to make alterations to and complete the interior of the "Kentucky Building", on the following described premises, viz: on the campus of the Western Kentucky State Teachers College, and whereas the Owner has employed the Architect to render professional services in connection with said proposed work:

NOW, THEREFORE, in consideration of the payment of the fees hereinafter provided to be paid by the Owner, the Architect agrees to furnish and perform the following professional services in connection with said proposed work, for the general, structural and mechanical work, viz:

1. PRELIMINARY WORK. Prepare preliminary sketches and secure for the Owner preliminary estimates. No such estimates can be regarded as other than approximations, and the Architect assumes no responsibility for their accuracy.
2. GENERAL DRAWINGS. Prepare general working drawings, specifications and proposal forms.
3. LETTING CONTRACTS. Draft advertisements, if necessary; receive and tabulate bids, advise as to letting contracts, draft forms of contracts.
4. DETAILS AND SHOP DRAWINGS. Prepare necessary full-size details and check shop drawings.
5. SUPERVISION. Supervise the work generally, issue certificates of payment to contractors; make final inspection for acceptance of the work. The

Architect will endeavor to guard the Owner against defects and deficiencies of the work of contractors, but he does not guarantee the performance of their contracts.

ARCHITECT'S FEE. The Owner agrees to pay the Architect for the above named services the sum equal to three and one half per cent ($3\frac{1}{2}\%$) of the total cost of alterations and completion of the building herein above referred to in connection with which such services have been performed including cost of all mechanical equipment and of all fixtures made from the Architect's drawings or purchased under the Architect's supervision provided that the Architect's fees and the cost of furniture shall not be included in computing the total sum upon which the Architect's fees are to be computed.

PAYMENTS. Whether the work be entirely executed or whether its execution be suspended or abandoned in part or in whole after the preliminary plans and drawings are made, payments to the Architect on his fee are to be made as follows for services rendered in execution or up to the time of such suspension or abandonment.

A sum equal to 20% of the basis rate computed upon a reasonable estimated cost, upon completion and acceptance by the Executive Committee of the Owner of the preliminary work.

Upon completion and acceptance by the Executive Committee of the Owner of contract drawings and specifications, a sum sufficient to increase payments on the fee of 60% computed upon a reasonable estimated cost, or if bids have been received, upon the lowest bona fide bid or bids, provided however the work of preparing complete contract drawings and specifications shall not be begun by the Architect until so ordered in writing by the Owner. As the work progresses, payments shall be made in proportion to the amount of services rendered, computed upon the final cost of the work.

DESIGNS. The drawings and specifications to be prepared and furnished by the Architect pursuant to this agreement shall be the property of the Architect. Copies thereof shall be furnished the Owner, but for the purpose of this building only.

The official contract properly signed is on file in office of Bursar.

It was moved by Judge Dawson, seconded by Mr. Berrone, that the following resolution fixing minimum wage rates on Docket Kentucky, 1360, be adopted:

WHEREAS, a thorough investigation has been made of the hourly wage rates which are being paid in the Bowling Green area which is the locality in which the proposed project (hereinafter referred to as Project) is to be constructed by the Western Kentucky State Teachers College, to employees in each trade or occupation engaged in work of a nature similar to the work to be performed in the construction of said Project, and the prevailing hourly wage rates being paid in such locality to such employees for such work have been determined by previous projects and from information secured from local unions;

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of the Western Kentucky State Teachers College that the following rates for the respective trades or occupations listed below shall be and are hereby fixed as the minimum hourly wage rates and have been determined in accordance with rates prevailing for work of a similar nature in the locality in which the project is to be constructed.

BUILDING CONSTRUCTION

<u>CLASSIFICATION</u>	<u>RATE</u>	<u>NEW RATE</u>
Asbestos workers	.60	
Boiler makers		
Bricklayers	1.10	\$1.25
Bricklayers Tenders	.45	
Carpenters	.65	1.10
Cement finishers	.40	.75
Electrical Workers	1.00	
Elevator Constructors	1.00	1.15
Glaziers	.65	.80
Hoisting Engineer (1 Drum)		
" " (2 Drum)	1.00	
Iron Workers--Ornamental	1.00	
" " Structural	1.00	
" " Rodmen	.65	.75
Leathers - Wood	.50	1.00
" Metal	.50	1.00
Marble Setters	1.10	
Mosaic and Terrazzo Workers	.75	1.00
Marble Helpers	.50	
Terrazzo Helpers	.50	

* This wage scale was not accepted by the P.W.A. until changes were agreed to by the Board of Regents as noted in the right hand column.

Tile Setters	1.00	
" " Helpers	✓.45	.50
Mortar Tenders	.40	
Mortar Mixers	.40	
Painters - Paper Hangers & Decorators	.75	
Plasters	1.10	
" Tenders	.45	
Plumbers	1.10	
Roofers - Slate and Tile	.75	
" Composition	✓.60	.75
Kettlemen	.40	
Sheet Metal Workers	.75	
Shovel - Crane-Pile Drvr-Clamshell-Opr	✓.70	1.00
Steam Fitters	1.10	
" " Helpers	.40	
Stone Cutters	1.10	
Stone Masons	✓.45	1.10
Waterproofers	.75	
Welders - Arc and Acetylene	.90	
" Burers - Cutters	.90	
Teamsters	.40	
Truck Drivers	.60	
Laborers - Common	✓.25	.40
" Building	.30	
Apprentices	.40	

BE IT FURTHER RESOLVED that the foregoing list of trades or occupations includes to the best of our knowledge, all the classifications of employees who will be engaged in work on said Project other than executive, supervisory, administrative, clerical or other non-manual workers as such.

BE IT FURTHER RESOLVED that there be transmitted with this resolution the substantiating data upon which the foregoing determination is based.

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The vote on the resolution was as follows: Judge Pentecost, aye; Judge Dawson, aye; Mrs. Drake, aye; Mr. Burdane, aye; and Mr. Peters, aye.

It was moved by Judge Dawson, seconded by Judge Pentecost, that the meeting be adjourned. Motion carried.


 Acting Secretary


 Chairman