The following is the detailed statement of the bids as opened by the Board in the presence of the bidders:

BIDS FOR AUDITORIUM.

NAME	ROUNNEL BROS.	BRASHEAR	BAILEY & DOEHER	NAT'L CON-CRETE CO.	BORNSTEIN	ALFRED STRUCK CO.	C.H. SMITH
CERTIFIED CHECK	$ 6,580	$ 6,500	$ 6,500	$ 6,500	$ 6,000	$ 6,500	$ 6,750
TOTAL	129,998	148,000	127,886	128,000	114,000	126,000#	135,000
ALTERNATE A ADD	3,434	----	2,000	2,500	452	1,198	2,140
ALTERNATE B DEDUCT	20,524	16,900	18,205	18,000	16,995	19,600	17,900
ALTERNATE C DEDUCT	2,180	2,550	536	1,100	2,307	2,220	1,900
ALTERNATE D ADD	2,268	------	2,000	---------	3,000	9,240	3,576
ALTERNATE E DEDUCT	3,232	3,500	2,800	3,000	3,722	2,266	4,027
ALTERNATE F ADD	1,936	800	1,985	1,850	2,100	1,891	2,100
BLDG. NO WINGS BUT PLUMBING	111,410	131,900	111,666	111,850	99,105	108,666	119,200
DATE OF COMPLETION	Apr. 1, 1910.	-----	September 1910.	September 1910	May 1, 1910	September 1910	Dec. 1, 1910.
TOTAL WITH BLUMBING	131,934	148,800	129,871	129,850	116,100	128,266	137,100

#No grading included.

After a thorough discussion of the various bids, Mr. J. Bornstein of Louisville was called into the meeting and asked to give a bid on any extra excavations that might be necessary. He added to his bid in the presence of the Board, that he would do the work of excavating at $1.25 per cubic yard.

After a thorough discussion, the Board decided to order the building completed as planned by the architect.

Moved by Mr. Mark that contracts for completion of the building as planned by the architect be awarded Mr. J. Bornstein of Louisville, Kentucky, at and for the sum of $116,100.00, the Board reserving the right to select either stone or brick facing according to bid; and, if stone facing is selected then $452 is to be added to the above amount. Seconded by Mr. Potter. The motion was carried unanimously.

It was then voted that Mr. Brinton B. Davis, the architect of the Board, be instructed to draw a contract with Mr. Bornstein, with approved surety amounting to fifty per cent of the whole contract.

Below is a copy of the contract.

THIS AGREEMENT, made the 25th day of August in the year one thousand nine hundred and nine by and between J. Bornstein, party of the first part(hereinafter designated the Contractor), and the Board of Regents of the Kentucky State Normal School, Western District, party of the second part, (hereinafter designated the Owner),

WITNESSETH that the Contractor, in consideration of the agreements herein made by the Owner, agrees with the said Owner as follows:

Article I. The Contractor shall and will provide all the material and perform all the work for the erection and completion of the Auditorium and Administration building as shown on the drawings and described in the specifications prepared by Brinton B. Davis, Architect, which drawings and specifications are identified by the signatures of the parties hereto, and become hereby a part of this contract.

Article II. It is understood and agreed by and between the parties hereto that the work included in this contract is to be done under the direction of said Architect, and that his decision as to the true construction and meaning of the drawings and specifications shall be final. It is also understood and agreed by and between the parties hereto that such additional drawings and explanations as may be necessary to detail and illustrate the work to be done are to be furnished by said Architect, and he agrees to conform to and abide by the same so far as they may be consistent with the purpose and intent of the original drawings and specifications referred to in Art. I.

It is further understood and agreed by the parties hereto that any and all drawings and specifications prepared for the purposes of this contract by the said Architect are and remain his property, and that all charges for the use of the same, and for the services of said Architect, are to be paid by the said Owner.

Article III. No alterations shall be made in the work except upon written order of the Architect; the amount to be paid by the Owner or allowed by the Contractor by virtue of such alterations to be stated in said order. Should the Owner and Contractor not agree as to amount to be paid or allowed, the work shall go on under the order required above, and in case of failure to agree, the determination of said amount shall be referred to arbitration, as provided for in Art. XII of this contract.

Art. IV. The Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by the Architect or his authorized representatives, shall, within twenty four hours after receiving written notice from the Architect, to that effect, proceed to remove from the grounds or buildings all materials condemned by him, whether worked or unworked, and to take down all portions of the work which the Architect shall by like written notice condemn as unsound or improper, or as in any way failing to conform to the drawings and specifications, and shall make good all work damaged or destroyed thereby.

Art. V. 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, such refusal, neglect or failure being certified by the Architect, the Owner shall be at liberty after three days written notice to the Contractor, to provide any such labor or materials, and to deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract; and if the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, the Owner shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession, for the purpose of completing the work included under this contract, of all materials, tools and appliances thereon, and to employ any other person or persons to finish the work, and to provide the materials therefor; 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 finished, 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 excess shall be paid by the Owner to the Contractor; but if such expense shall exceed such 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.

Art. VI. The Contractor shall complete the several portions, and the whole of the work comprehended in this Agreement by and at the time or times hereinafter stated, to wit:--on or before May the first 1910.

Art. VII. Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, or the Architect, or of any other contractor employed by the Owner upon the work, or by any damage caused by fire or other casulty for which the Contractor is not responsible, or by combined action of workmen in no wise caused by or resulting from default or collusion on the part of the Contractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid, which extended period shall be determined and fixed by the Architect; but no such allowance shall be made unless a claim therefor is presented in writing to the Architect within forty-eight hours of the occurrence of such delay.

Art. VIII. The Owner agrees to provide all labor and materials essential to the conduct of this work not included in this contract in such manner as not to delay its progress, and in the event of failure so to do, thereby causing loss to the Contractor, agrees that he will reimburse the Contractor for such

loss; and the Contractor agrees that if he shall delay the progress of the work so as to cause loss for which the Owner shall become liable, then he shall reimburse the Owner for such loss. Should the Owner and Contractor fail to agree as to the amount of loss comprehended in this Article, the determination of the amount shall be referred to arbitration as provided in Art. XII of this contract.

Art. II. 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 One Hundred Sixteen Thousand One Hundred Dollars ($116,100.00), subject to additions and deductions as hereinbefore provided; and that such sum shall be paid by the Owner to the Contractor, in current funds, and only upon certificates of the Architects, as follows: Eighty per cent (80%) as the work progresses and the material is delivered on the ground and the balance as stated hereafter.

The final payment shall be made within ten (10) days after the completion of the work included in this contract, and all payments shall be due when certificates for the same are issued.

If at any time there shall be 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 thereafter to become due an amount sufficient to completely indemnify him against such lien or claim. Should there prove to be any such claim after all payments are made, the Contractor shall refund to the Owner all moneys 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. III. It is further mutually agreed between the parties hereto that no certificate given or payment made 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 that no payment shall be construed to be an acceptance of defective work or improper materials.

Art. IV. The Owner shall during the progress of the work maintain insurance on the same against loss or damage by fire, the policies to cover all work incorporated in the building, and all materials for the same in or about the premises, and to be made payable to the parties hereto, as their interest may appear.

Art. V. In case the Owner and Contractor fail to agree in relation to matters of payment, allowance or loss referred to in Arts. III or VIII of this contract, or should either of them dissent from the decision of the Architects referred to in Art. VII of this contract, which dissent shall have been filed in writing with the Architect within ten days of the announcement of such decision then the matter shall be referred to a Board of Arbitration to consist of one person selected by the Owner, and one person selected by the Contractor, these two to select a third. The decision of any two of this Board shall be final and binding on both parties hereto. Each party hereto shall pay one-half of the expense of such reference.

Art. VI. It is further agreed that the unit price of rock excavation shall be $1.25 per cubic yard, and that the Owner shall have the right to select stone facing for exterior wall as mentioned in bid for the sum of $452.00 additional, provided the decision is made within fifteen (15) days after date of this contract.

Art. XIV. It is agreed between the parties hereto that the proposal of the Contractor dated August 23, 1909, is hereby made a part of this contract.

The said parties for themselves, their heirs, successors, executor s, 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.

In Presence of J. Bornstein.

The Board of Regents of the Kentucky State Normal School in Western Division by
H. K. Cole, Vice President
E. H. Mark, Secretary.

Executed in Duplicate.

It was then voted that the resident Regent be authorized to have cement pavement laid on College Street at the price of ten cents per square foot, contractor to have the old brick.

It was next voted that President Cherry be authorized to set aside any of the school's property that he should think best for the purpose of a temporary athletic field.

The following resolution was then introduced and adopted:

RESOLVED, That it is the sense of the Board of Regents of the Western Kentucky State Normal School that a joint meeting of the Regents of the two Kentucky Normal Schools be held in Louisville at as an early a date as possible for the purpose of considering exchange of territory, legislation, and general school policies; and that the Secretary of this Board communicate with the Eastern State Normal School for the purpose of bringing this matter about.

The Board then instructed Mr. J. Whit Potter to take charge of the land recently purchased and make such arrangements with the present tenants for continued possession, and make such rental of other parts as he may see fit.

The Board ordered that three hundred seventy-five dollars ($375.00) be paid to Geo. Kessler & Co. for services as landscape architect, the same being one-fourth the amount due them on contract.

It was also ordered that the bill of Stonestreet and Ford for Two Hundred Fifty Dollars ($250.00) for surveying and platting the Potter College grounds according to plans and specifications of Kessler & Co. be paid.

It was ordered that, upon notice from the architect that all plans furnished bidders have been returned to him, Mr. Potter shall return the certified checks to the various bidders taking receipts therefor.

It was further ordered that the Vice President and the Secretary sign the contract on behalf of the Western Kentucky State Normal School.

It was voted that the building finished by the Contractor shall be submitted to Messrs. Mark, Cole, and Davis for approval.

On motion Supt. Crabbe was requested to secure the money now due from the State both for building and sites and for maintenance. The warrants for buildings and sites to be in amounts not exceeding Ten Thousand Dollars ($10,000).

No further business appearing, the Board then adjourned.

E. H. Mark
Secretary.

A. K. Cole
Chairman.

MINUTES OF BOARD OF REGENTS.

November 18, 1909.

Board of Regents met at Richmond, Kentucky, at Hotel Glyndon at 9:30 P. M., the following members being present--Messrs. Cole, Potter, Mark, and President Cherry.

On recommendation of President Cherry, the Board took up for consideration the inscriptions to be placed on the corner-stone of Vanmeter Auditorium and Administration Building.

On motion it was decided to place on corner-stone the following:

Western Kentucky State Normal School, 1909.

Brinton B. Davis, Architect.
Henry Wright, Landscape Architect.
J. Bornstein, Contractor.

It was further decided to place in the main corridor a bronze tablet having thereon the names of the Board of Regents, the President, and the State Superintendent of Public Instruction.

On motion of Mr. Potter, Regent Mark, the Faculty, and the Architect were designated a committee to fix a date for the laying of the corner-stone and preparing a program of exercises.