

12-31-1914

## Board of Trustees Minutes, December 31, 1914

Cheney Normal School

Follow this and additional works at: [http://dc.ewu.edu/trustees\\_minutes](http://dc.ewu.edu/trustees_minutes)

---

### Recommended Citation

Board of Trustees Minutes, December 31, 1914. Board of Trustees Records, University Archives & Special Collections, Eastern Washington University, Cheney, WA. [http://dc.ewu.edu/trustees\\_minutes](http://dc.ewu.edu/trustees_minutes).

This Article is brought to you for free and open access by the Board of Trustees Records at EWU Digital Commons. It has been accepted for inclusion in Board of Trustees Minutes by an authorized administrator of EWU Digital Commons. For more information, please contact [jotto@ewu.edu](mailto:jotto@ewu.edu).



# State Normal School

N. D. SHOWALTER, PRINCIPAL

CHENEY, WASHINGTON

Spokane, Washington, Dec. 31, '14.

A Meeting of the Board of Trustees was held in Mr. Zittel's office on the above date to consider the final signing of the contract and the acceptance of the bonds submitted by John T. Huetter, Contractor. By the unanimous consent of the Board of Trustees, the bond was accepted and the contract formally signed both of which became a part of the minutes of this date.

## AGREEMENT.

This AGREEMENT, Made and entered into in triplicate this 30th day of December, A.D. 1913, by and between JOHN T. HUETTER, party of the first part, and the STATE OF WASHINGTON, party of the second part, WITNESSETH:

That the said second party heretofore advertised for bids for the construction and all materials to be used in the construction of the Administration Building for the State Normal School at Cheney, Washington, according to plans and specifications therefor, now on file in the office of the Secretary of the Board of Trustees of the Cheney State Normal School, and the contract for the performance of said work was on the 30th day of December, 1913, awarded to the said first party for the sum of Two Hundred Forty-one Thousand Two Hundred Twenty-four Dollars (\$241,224.00).

The following changes and modifications from the original plans and specifications have been agreed to by said parties.

The tinting of all plastering with the exception of first floor lobby, of halls, of first, second and third floors, of dining room, of plunge bath room, of all toilets, of kitchen, of reception hall, of Dean of Woman's room, of Auditorium, of general offices, and of library is to be omitted. The various apartments above enumerated to be finished as originally specified.

Terra cotta to be modified to Standard construction as directed by the Architect.

Terra cotta flue lining to be omitted.

Ornamental plastering in first lobby and in dining room to be omitted.

Furring of Auditorium walls to be omitted.

Front portion of building to be changed from steel construction to reinforced concrete construction as per revised drawings of the architect.



# State Normal School

N. D. SHOWALTER, PRINCIPAL

CHENEY, WASHINGTON

-2-

Mortar used for laying pressed brick to be tempered with lime as directed by the architect, using not to exceed one-fourth barrel of lime per thousand brick.

White sand in mortar for face brick to be changed to common brick sand, all mortar for common brick work to be changed to the proportion of one barrel of cement and one barrel of lime to one cubic yard of sand, ornamental iron work to be modified as directed by the architect. The roof construction over Auditorium proper to be changed to wood trusses, ceiling formed of Hy-Rib lath with a two inch bed of concrete, trusses, roof timbers and sheathing to be as per revised drawings. Contractor to lay tar paper on top of roof sheathing and lay a three inch bed of concrete troweled ready to receive the roofing.

NOW, THEREFORE, it is agreed that the said first party shall do and perform all of the work and furnish all of the materials for the construction and completion of said Administration Building in strict accordance with the plans and specifications as modified and as approved and adopted by the Board of Trustees, and now on file in office of said Board of Trustees, which plans and specifications as modified are hereby referred to and made a part of this contract to the same extent as if set out in full herein, and the said first party agrees that all of the work to be done and all of the material to be furnished shall be so preformed and furnished in strict conformity with said plans and specifications, and the modifications herein specified.

It is further agreed that said work and materials shall be so done and furnished under the supervision, direction and control and to the complete satisfaction of Julius A. Zittel, architect for said second party, and he shall decide every question which can or may arise between the parties relative to the construction of said contract, and of the performance thereof, including all questions as to quality, quantity and amount of the several kinds of work which may be performed or materials furnished under this contract, and the prices thereof, and such determination shall be conclusive upon the parties.

In case of improper construction or non-compliance with this contract in any manner, the Board of Trustees may suspend said work at any time or order a partial or complete re-construction of same if improperly done, or may declare the contract forfeited and relet the same.

In the event the said first party shall violate any of the provisions of this contract, the said architect shall ascertain and determine the amount of damages resulting from such violation, which determination shall be conclusive, and the first party shall pay to the second party the amount of such damages so ascertained or determined.



# State Normal School

N. D. SHOWALTER, PRINCIPAL

CHENEY, WASHINGTON

-3-

It is further agreed that the work shall be commenced immediately upon the signing of this contract and the entire work as set out herein shall be completed and the said building ready for occupancy on or before the first day of January, 1915, unless the party of the first part shall be delayed by any of the work done under the several contracts for heating, plumbing and wiring of said building, the time of completion above specified shall be extended so as to allow said first party for the time lost by reason of delay due to other contractors, over which they have no control.

If said work shall not be completed and said building ready for occupancy on the date above mentioned or in case of delay aforesaid, then within the time to which the date of completion may be extended, the said party of the first part agrees to pay to the second party the sum of Fifty Dollars (\$50.00) for each and every day said work remains uncompleted after the expiration of said time, as agreed and liquidated damages for failure to comply with the terms of this contract with reference to the time of completion, it being understood and agreed that the above damages are just and reasonable and are hereby liquidated, and such sum may be deducted by the State of Washington from the sum finally due under this contract.

It is hereby agreed that upon the signing of this contract that the said first party shall execute a good and sufficient bond with a guarantee or surety company duly authorized to carry on business and execute such bonds in the State of Washington, as surety thereon, said bond to be approved by the Board of Trustees of the Cheney Normal School in the sum of Two Hundred Forty-one Thousand Two Hundred Twenty-four Dollars (\$241,224.00).

It is further agreed by the parties hereto that the Act of the Legislature entitled "An Act declaring it to be a part of the public policy of the State of Washington that all public work for it or any political subdivision created by its laws, shall be performed in work days of not more than eight hours each, except in cases of extraordinary emergency with provision for carrying out such policy", approved March 7th, 1903, shall be a part of this contract, and that any violation thereof shall be sufficient cause to authorize the State of Washington through its Board of Trustees to cancel this contract.

The party of the second part reserves the right during the construction of the building to make such changes in the original plans and specifications as it may see fit by adding to or deducting from the work provided for in this contract, such changes to be valued at fair and reasonable rates by the architect and the contractor, and the amount added to or deducted from the original contract price, as the case may be. Such changes shall be carried into effect without in any manner violating or rendering void the contract or the bond covering this contract.



# State Normal School

N. D. SHOWALTER, PRINCIPAL

CHENEY, WASHINGTON

-4-

No additional work shall be done except upon written authority from the architect countersigned by the Board of Trustees, and should the contractor perform any work which he deems as "extras" without first receiving such written authorization, he hereby waives all compensation for the same.

The said second party hereby agrees to make payments in State Warrants under this contract on estimates of Julius A. Zittel, architect at the end of each month based on ninety per cent (90%) of the value of materials furnished and delivered and labor performed. Final certificate to be issued when the entire work is completed and accepted.

It is hereby further agreed that this contract shall not be assigned or transferred without the written consent of the Board of Trustees, and the sureties of said first party, nor shall said first party sublet any portion of the work without first receiving the written consent of the architect.

It is further agreed that said first party shall employ a watchman who shall be on duty each night and each Sunday and holiday.

It is hereby distinctly understood and agreed that the contractor will not be allowed to use materials from outside of the State, if such materials can be procured in the State of Washington.

It is hereby mutually agreed that in the construction of this contract the first party is an independent contractor and not the agent or employee of the said second party.

It is further agreed that the said first party will from time to time pay all laborers, mechanics, sub-contractors and materialmen, and all persons who shall supply said first party with provisions or supplies for the carrying on of said work, all just debts, dues and demands in the performance of said work, and shall comply in all respects with the laws of the State of Washington with reference to such payments.

It is agreed by the party of the first part to this contract (or contractor) that he will, not later than the third day of each month, deliver to the Board of Trustees a duly certified copy of the pay-roll of said first party covering the wages paid by said party for the preceding month to men employed in the work described therein, and will accompany said copy of pay-roll with a remittance of money to cover the contribution due the Industrial Insurance Commission of the State of Washington in respect to said pay-roll under the provision of the Workman's Compensation Act, Chapter 74, Session Laws of 1911 of the State of Washington.

It is agreed that in the event of the failure of said party of the first part so to do, the Board of Trustees shall estimate the amount of said contribution in the manner that it shall be best so to do and remit the amount thereof each month each month to said Industrial Insurance Commission and shall deduct and retain all sums so expended together with lawful interest thereon from the payments next becoming due to said party of the first part hereunder. In this relation it is further agreed that any and all defaults



# State Normal School

N. D. SHOWALTER, PRINCIPAL

CHENEY, WASHINGTON

-5-

of said party of the first part touching the matters treated in this paragraph shall be deemed to be sufficient cause for the forfeiture of this contract at its option by the State of Washington, and the matters and things provided herein touching the subject of this paragraph shall be of the essence of this contract.

It is further mutually agreed between the parties hereto that no certificate given or payment made under this contract, except the final certificate, 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.

Said second party 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 building and to be made payable to the parties hereto as the interests may appear.

It is further agreed that all water to be used in the construction of this work will be furnished by the party of the second part.

IN WITNESS THEREOF, the said second party has caused this contract to be signed by its Board or Trustees and attested by the Secretary of the Board of Trustees, and the first party has signed the same on the day and year first above written.

John T. Huetter

Contractor.

WITNESS:

S. A. Mitchell

THE STATE OF WASHINGTON.

Attest:

By Mary A. Monroe.

V. T. Tustin

Chas. MacLean

H. N. Stronach

Secretary.

Board of Trustees, Cheney State  
Normal School.

(Copy).



# State Normal School

N. D. SHOWALTER, PRINCIPAL

CHENEY, WASHINGTON

-6-

STATE OF WASHINGTON     )  
                                      : SS.  
County of Spokane     )

On this 31st day of December, A. D. 1913,  
before me personally came W. L. Berry  
known to me to be the Attorney-in-fact of the FIDELITY &  
DEPOSIT COMPANY OF MARYLAND (hereinafter referred to as  
Surety Company, the corporation described in and which executed the  
within and foregoing bond of John T. Huetter  
John T. Huetter as surety thereon, and who being by me duly  
sworn, did depose and say that he resides in Spokane,  
State of Washington; that he is the Attorney-in-Fact of said Surety  
Company and knows the corporate seal thereof; that said Surety Company  
is duly and legally incorporated under the laws of the State of  
Maryland; that the seal affixed to the within bond is  
the corporate seal of said Surety Company and was thereto affixed by  
order and authority of the Board of Directors of said Surety Company,  
and that he signed his name thereto by like order and authority as  
Attorney-in-Fact of said Surety Company; and that the assets of said  
Surety Company, unincumbered and liable to execution, exceed its claims,  
debts and liabilities of every nature, whatsoever by more than Five Million  
Five Million Dollars; that the amount of the bond hereto  
annexed is not in excess of ten per cent of the paid-up cash capital  
and surplus of said Surety Company; that said Surety Company has complied  
with all the laws of the State of Washington relating to surety companies  
doing business in said State, and is duly licensed and legally authorized  
by such state to qualify as surety on the bond hereto annexed.

W. L. Berry

SUBSCRIBED and sworn to before me the undersigned Notary Public  
this 31st day of December, 1913.

Harry E. Rich

Notary Public in and for the State  
of Washington, residing at Spokane.



# State Normal School

N. D. SHOWALTER, PRINCIPAL

CHENEY, WASHINGTON

-7-

## B O N D

KNOW ALL MEN BY THOSE PRESENTS:

That John T. Huetter  
(Hereinafter called the Principal), and FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
(hereinafter called the Surety), are held and firmly bound unto the State of Washington (hereinafter called the Obligee) in the penal sum of Two Hundred Forty One Thousand Two Hundred Twenty Four Dollars (\$241,224.00) in lawful money of the United States, for the payment of which sum well and truly to be made the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by those presents.

Signed and dated this 31st day of December, A.D. 1913.  
The condition of the above obligation is such that,  
WHEREAS, said Principal has entered into a written contract with said Obligee, dated the 30th day of December, A. D., 1913, for the erection of Normal School at Cheney, Washington.

according to the terms and conditions of said contract, a copy of which is hereto attached and made a part hereof.

NOW THEREFORE, if the said Principal shall faithfully perform said contract according to the terms, covenants and conditions thereof and pay all laborers, mechanics and sub-contractors, and material men, and all persons who shall supply such person or persons or sub-contractors with provisions and supplies for the carrying on of such work, all just debts, dues and demands incurred in the performance of such work, then this obligation to be void; otherwise to be and remain in full force, virtue and effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have hereunto caused this instrument of writing to be signed and sealed by their duly authorized officers.

John T. Huetter

Principal

WITNESSES:

H. E. Numemaker

FIDELITY & DEPOSIT COMPANY OF MARYLAND

By W. L. Berry

Surety.

Attorney in Fact.

(Copy).

Attest:

W. S. McCrea

General Agent.



# State Normal School

N. D. SHOWALTER, PRINCIPAL

CHENEY, WASHINGTON

-8-

The contract for Construction ~~and~~ Insurance was awarded to Jones & Mitchell, of Spokane, at \$8.00 per thousand with permission to occupy.

By regular motion the Trustees authorized the checks of J. J. Lorenz and John T. Huetter to be returned, but the check of Bartlett Roth & Co. to be retained until the lawful adjustment of the same be determined.

A motion carried to employ Mr. T. C. Mountain at \$100.00 per month to take charge of the 8th Grade during the remaining part of the year, and also to employ Myra Pannebaker at \$60.00 per month to assist Miss FitzGerald in the upper grades.

Those present at the meeting: Mrs. Monroe, Chairman, Mr. Tustin, Mr. MacLean, and Mr. Showalter. During the first part of the meeting, John T. Huetter, the contractor, and Julius A. Zittel were also present.

The meeting adjourned at 6 o'clock P.M.

N. D. Showalter  
Acting Secretary.

Mary A. Monroe  
President Board of Trustees.