

Minutes of the Regular Meeting of the Board of Trustees
of the University of Kentucky, Tuesday, April 5, 1938.

Tuesday, April 5, 1938, being the date for the regular April meeting of the Board of Trustees, University of Kentucky, and each member of the Board having been duly notified thereof, the following members of the Board met in President McVey's office: Governor A. B. Chandler; Richard C. Stoll, Chairman, Executive Committee; Harry Peters, Superintendent of Public Instruction; H. S. Cleveland; James Park; Louis Hillenmeyer; D. D. Stewart; Marshall Barnes and Harper Gatton. President F. L. McVey and D. H. Peak, Secretary of the Board, were present.

Communications were received from Judge R. G. Gordon and Judge John Cooper to the effect that illness prevented attendance. Mr. G. C. Wells and Mr. Miller Holland indicated in letters the expirations of terms of appointment. Mr. John Newcomb and Secretary of Agriculture, Garth Ferguson, were kept away by other meetings pertaining to State affairs. A telegram was received from Mr. Holland in which he stated that his association with the members and officers of the Board had been very pleasant and profitable to him and that the progress and success of the University would always command his interest and cooperation.

This was the first meeting attended by Mr. Marshall Barnes, who was appointed as Alumni member for term ending 1943, also the first meeting attended by Mr. Harper Gatton, appointed by the Governor from the State at Large for a term ending The Governor announced intention to fill the two vacancies on the Board at an early date.

1. Executive Committee -- Appointments to Fill Vacancies.

President McVey stated that Mr. Andrews who resigned and Mr. Holland whose term has expired, were members of the Executive Committee and that thus the membership of that Committee was reduced to three, Judge Stoll, Mr. Park and Judge Gordon. Thereupon, on motion, duly seconded and carried, Mr. H. S. Cleveland and Mr. D. D. Stewart were selected to fill the vacancies.

The Secretary was directed to notify each of appointment, and to inform them of regulations regarding holding of meetings.

2. Approval of Minutes.

The minutes of the meetings of the Board of June 6, 1937; September 24, 1937 and December 14, 1937 were approved as published. The minutes of the Executive Committee of July 6, 1937; September 24, 1937; October 20, 1937; November 24, 1937; December 14, 1937; January 19, 1938 and February 24, 1938, were approved as published.

The actions of the members of the Executive Committee at the meeting of March 22, 1938 (there being no quorum) published as minutes of that meeting, were approved and ratified as published, and they were made part of the minutes of this meeting, subject to corrections and modifications shown in Section 13, title Student Fees Increased, and Section 15, title Special Work Program, of these minutes.

3. President's Report.

The President's Quarterly Report to the Board of Trustees was ordered recorded in the minutes. The report is in words and figures as follows:

Quarterly Report of the President to the Board of Trustees

April 5, 1938

I am bringing to the attention of the Board of Trustees at this April meeting some matters which affect the welfare of the University. A number of these matters have come to the attention of the administrative officers and the Executive Committee since the last meeting of the Board. The best procedure is to enumerate these problems one by one, and discuss them briefly, so that they may be clearly before the Board.

The Budget of the University for 1938-39

This budget is the first one for the biennial period 1938-1940. It, therefore, states in a measure the expenditures for the next two years. About the middle of December the Legislative Council, an organization created by the General Assembly, set up the amounts to be expended by the State in the next biennium. The result of this action was to hand to the Legislature the printed budget of the State at an earlier date than had ever been done before. In previous sessions the budget was considered the last week of the session: the Assembly of 1938 passed the bill before the end of the third week, thus saving the time and energies of officers and law makers for other matters.

In the State budget the University was granted appropriations for: General Support of the Colleges, \$775,000 annually; for repairs and the Summer Session, \$16,000; for Agricultural instruction, \$24,000; a total of \$815,000. This was an increase of \$115,000 over the appropriations of the previous biennium. In addition to the allowance made for general support the Legislature granted an amount of \$30,000 for the Library, \$60,000 for engineering equipment, and \$60,000 for scientific equipment, a total of \$150,000, making the annual appropriation for maintenance and equipment \$965,000.

The amounts appropriated for the support of the Experiment Station, Public Service Laboratories and the two substations at Princeton and Quicksand were the same as those granted in previous years. The amount granted for Agricultural Extension was \$120,000, the same as in the past four years.

With this information and with the knowledge that the University had received some specific amounts for the conduct of its affairs for the next two years, I proceeded to make the budget for the year 1938-39. This budget comes to you today for consideration and adoption. It shows that the University owns buildings and real estate valued at \$5,442,015.54, and equipment valued at \$1,112,606.39. The budget is organized under seven different heads: first, what is known as the General Fund, which provides for the colleges and instruction; 2, Experiment Station; 3. Agricultural Extension; 4. Dormitories and Dining Halls; 5. Trust Funds; 6. Funds for Construction; 7. Commitments and Appropriations.

The General Fund income for the year amounts to \$1,420,000.00. Of this sum \$112,707.00 comes from the Federal Government; \$835,612.00, from the State Government; \$364,000.00, from student fees; \$96,480.00, from Dormitories and Dining Halls, and miscellaneous items amount to \$11,200.00.

In working over this budget I have found it very difficult to bring the expenditures within the income. In the first place, the additional buildings have increased the costs of maintenance; also, the educational service, amounting now to more than one million dollars pressed upon the income in a marked degree, because of the increase in the number of students and because of the additional costs of instruction.

One of the things that has distressed us at the University has been the matter of salaries for the members of the instructional staff. A number of years ago, in fact in 1931-32, it was necessary to reduce the salaries of members of the University staff by 10%. This year it has been impossible to restore this amount, but there have been small increases of \$100-\$200 in amount. However, it is important that the University do something soon to increase salaries above what it can do at the present time. The budget covering 95 pages attempts to present in the fullest details the activities of the University for the coming year.

New Construction

In the past two years, six buildings have been erected on the University campus, and one building has been reconstructed. Five of the buildings and the re-constructed building are practically complete. The last building erected, known as the Biological Science Building, is in the process of construction and should be completed in the fall. The central heating plant has been in operation this past winter and has proved to be adequate, although there are adjustments to be made before another heating season comes on. The University is still in need of buildings.

It ought to have an additional women's dormitory and a home economics building. At the present time the University is paying the sum of \$24,000 a year in interest and amortization payments on two men's residence halls erected ten years ago. It is possible to buy with this \$24,000 a larger sum of money than we are getting at the present time in connection with the buildings just enumerated under the contract. The two dormitories are held by deed by the bonding company, and the original amount of \$274,000 has been reduced by \$100,000. It would be possible to pay the balance on this debt and secure at least one of the buildings mentioned above for the sum the University is now paying for interest and amortization. The debt, however, would be extended for ten years more than at present, but the amount paid annually as a fixed charge would be no larger. This should be passed upon by the Board today and some action taken, so that the matter may be decided one way or another.

The Reorganization of Athletics

For the past two years there has been a great deal of criticism throughout the State directed against the athletic situation at the University of Kentucky. This criticism has been in the nature of comments upon the type of teams produced, the character of the coaching, the method of carrying on the business of athletics and sundry other criticisms which are more or less incorporated in the three points mentioned above. The matter had reached a point that was undesirable from any point of view, the University receiving very unfavorable publicity and more or less lowering of morale in coaching and in teams resulted. To put this matter right a committee was appointed to investigate the whole situation and make a report. The committee presented its findings after meeting with alumni groups in different parts of the State, and those findings were incorporated in a new plan of organization. This plan of organization was presented to the Executive Committee who adopted it at its meeting in February. Under its provisions the former coach retired and an organization for a department of athletics was set up with a manager and with a new coaching staff. It should be pointed out that the last season was an unfortunate one financially. The surplus over the expense of football was \$14,000, as against \$31,000 the year before and \$35,000 the year before that. As a result, the University has been forced to take over the obligations of the department for the rest of the year. This is rather embarrassing to the University, in view of the closeness with which the budget is administered. However, it may be said that a new feeling exists over the State in regard to the athletic situation. There is a better morale among students, and outside the financial situation, it appears that the problem has been solved.

Curriculum of the College of Engineering

For the past two years the College of Engineering has been engaged in revising the curriculum of that college. The inspection which was made of the College of Engineering by the American Engineering Society resulted in a rather unhappy report.

Courses in Civil Engineering, Mining and Metallurgical Engineering were approved for a period of a year, but the courses in Electrical Engineering and Mechanical Engineering were not approved. The reason for this situation may be found in the in-breeding process in the selection of instructors and the number of instructors without adequate engineering training, and the lack of equipment facilities. The Engineering faculty have now formulated a new curriculum following that of the Massachusetts Institute of Technology. Changes have been made in the staff, which necessitated the removal of men who had served the University for a long time, but who did not fit into the new organization. The engineering buildings have been completed, new equipment is to be provided in the next two years, and as a result of these changes the college should come into an important and impressive position.

Other Problems

In the other colleges a good many changes are being made, due to modified emphases upon the objectives of the colleges, and to changes in the requirements for graduation. In the College of Arts and Sciences efforts are being made to deal with students who come to us somewhat unprepared, and some progress has been made in that direction that ought to be helpful and worth while.

The Graduate School has increased not only in attendance but also in candidates for degrees. The appropriation for the Library ought to help materially in providing materials for graduate work. There are some problems in the emphasis upon courses and in the keeping of a distinct line between graduate and undergraduate instruction, and I have to report that this is an accomplishment that is being brought to pass.

Attendance at the University

The enrollment for the first semester of the present year reached the number of 3537. Seventy-nine of these dropped out during the semester, leaving the number enrolled at 3458. In enumerating the students in attendance the figures cover merely those in residence at the present time, and do not include students registered in the Summer Session, University Extension, or the enrollment of the high school group. The number enrolled during the second semester reached 3485. This figure is 202 more than were enrolled in the second semester of the last college year. There are now at the University approximately 1220 women and 2265 men. A great many parents, especially those of young women, want their children placed in the University residence halls. Last year the University was compelled to return the deposit fee to fifty young women who desired admission. These young women withdrew and went elsewhere because their parents did not think it wise to have them live in other places than the University residence halls. The situation has now reached such a point that the matter of the construction of a women's residence hall will be brought to your attention today.

Student Union Building

Among the six buildings referred to in the previous paragraph is the building known as the Student Union. This building will cost about \$260,000, and an additional sum of approximately \$15,000 for furnishing it. An agreement has been made with the College Catering Company to manage the Commons Cafeteria and soda grill. A budget has been set up for the operation of the building, and it will be brought to your attention at this meeting.

This building has been in the mind of officers and students for a long time. The O.D.K. Society has been sponsoring the erection of a Student Union building for the past ten years, and has collected a considerable sum of money -- about \$8,000, for the purchase of furnishings. This organization has kept alive the interest of students in the project.

This building should bring a unification of student groups and the development of a university attitude of mind among the students and staff. The building itself is specifically adapted to the needs of students, and we think the University and every one connected with it will be delighted with this structure. A student committee has drawn up a constitution, which provides for the management of the building under the general direction of the University.

The ballroom of the building will provide a meeting place for conferences and conventions, and will also make possible a satisfactory room for the large dinners and luncheons that are occasionally given at the University.

4. Financial Report.

The Business Agent stated that the financial report for March could not be prepared in time for this meeting. The President read the financial report for February, which was published in the minutes of the Executive Committee of March 22, 1938.

5. Requisition Committee Report.

The Requisition Committee filed written report of its action each week from March 10, 1938, to March 23, 1938, inclusive. The report showed orders made by the Business Office on the authority of the Requisition Committee in the manner prescribed by the Board of Trustees and State laws, running from No. 6171 to No. 6541. The report was examined, and on motion and second the orders named therein were ratified and approved and payment on said orders was authorized and approved.

6. Budget for Year, July 1, 1938, to June 30, 1939.

President McVey presented the proposed budget for the University for fiscal year July 1, 1938, to June 30, 1939. This budget shows the income appropriated and estimated and the estimate of expenditures in the aggregate to be for the Division of Colleges (General Fund) income \$1,419,999.50, expenditures \$1,399,121.73, reserve not allocated \$20,877.77; Experiment Station, income \$385,202.00, expenditures, \$385,202.00; Extension Division, income, \$710,776.22, expenditures, \$710,776.22.

The budget was carefully examined by the members of the Board, the items therein being explained and commented on by President McVey. On motion of Judge Stoll, seconded by Mr. Hillenmeyer, which motion carried by unanimous vote, the proposed budget was adopted, subject to future modifications by the Board or Executive Committee, and the following endorsement was made thereon:

Action on the Budget

Budget accepted as basis of expenditures for the year 1938-1939, and provision for income and expenditures approved.

(Signed) A. B. Chandler
Chairman of the Board of
Trustees.

April 5, 1938 (Signed) D. H. Peak
Secretary of the Board of
Trustees.

The budget is made a part of these minutes and is attached hereto as Appendix to the Minutes.

7. Proposed Construction and Loans.

The President referred to Section 10 of the minutes of the meeting of March 22, 1938, in regard to proposed new construction and loans therefor. The proposal of the Security Trust Company and other statements as to loan possibilities and probable extent of construction therewith were discussed at length. It was the consensus of opinion of the members that care should be exercised in increasing the indebtedness of the University. Therefore, the following resolution was duly passed:

That President McVey ascertain the amount of loan that may be obtained without increase of present yearly expenditures on

Men's Dormitory amortization; that the method of financing the loan be determined and explained; that plans of buildings that may be constructed with funds thus obtainable be made, including purchase of desired real estate, and that the entire information thus obtained be presented to a meeting of the Board of Trustees to be called by Governor Chandler.

8. Insurance on Men's Dormitories.

The question of insurance on Men's Dormitories now pending before the Board, awaiting opinion of the Attorney General, was brought up by Governor Chandler, who stated that he desired to have the matter closed. He was informed that an opinion from the Attorney General had been requested, but that the opinion had not yet been given. (See Minutes of November 24, 1937, Section 10). It was the consensus of opinion of the members that the matter should be closed, and the Governor stated that he would ask Attorney General Meredith to give an opinion as quickly as possible.

9. Audit of University Accounts.

Audit of University accounts has been delayed since the end of the fiscal year, June 30, 1935. Question arose on the authority of the Board of Trustees to employ accountants and that question was referred by the Board to the Attorney General for opinion. No opinion has yet been given, and Governor Chandler said that he will request action by the Attorney General. The Governor is of the opinion that a detailed audit should be made. President McVey raised the question of the availability of funds for payment for such audit.

Thereupon, on motion duly seconded and carried, President McVey was authorized to get bids for a detailed audit of University accounts for the fiscal years ending June 30, 1936, and June 30, 1937, respectively. When the bids are obtained, they shall be submitted to the Board of Trustees or Executive Committee for consideration and action thereon.

10. Accounting Machines.

The Business Agent stated that he was not yet ready to make report on purchase of accounting machines.

11. Accounts - Department of Extension.

a. The Business Agent stated that the Department of University Extension has been requested to join in answer to a suit by the Receivers of the First National Bank of Barbourville against the Knox County Board of Education, pending in the Knox Circuit Court, on account of the Department's claim of \$7.00 against the

Knox County Board of Education for copies of tests.

It was the prevailing opinion that the University should avoid taking action in courts, and in this case the claim being small, it was ordered that the University withhold request to be made a party to the action named above.

b. The Business Agent stated that the Department of University Extension has an account for use of moving picture films against Mrs. Alka Mae Gibson, a teacher in the Van Lear Public Schools, amounting to \$82.50. It is expected that Mrs. Gibson will soon leave the Van Lear schools, and it has been suggested that the Department file suit and garnishee her wages. Hence, the Department is seeking advice as to procedure.

All facts being considered, it was ordered that no legal action be taken.

12. Accident - Experiment Station Truck - Liability.

The Secretary of the Board reported that he had submitted the question of liability of the University on Experiment Station truck accident to the Attorney General as directed in the minutes of March 22, 1938. At the date of the present meeting no opinion has been received.

13. Student Fees Increased - Student Union Building.

a. At the meeting of the Board of Trustees held December 7, 1935, resolutions were presented, the general caption being "A RESOLUTION ACCEPTING THE OFFER OF THE UNITED STATES TO THE UNIVERSITY OF KENTUCKY TO AID BY WAY OF LOAN AND GRANT IN FINANCING THE CONSTRUCTION OF THREE UNIVERSITY BUILDINGS AND A STEAM HEATING PLANT."

Resolution #4, Section 2, Sub-Section 5, in said minutes reads as follows: "Each student attending the University and its several colleges, a Student Union Building fee amounting to the sum of \$2.00 per semester." The object of this charge is to provide funds to pay, in part, the interest and the principal on bonds for money borrowed. The loan for the construction made by the University of Kentucky, for which bonds for \$634,000 were executed on the 1st day of January, 1936, under authority of orders passed at the meeting of the Board of Trustees of January 14, 1936, was based on and executed under the resolutions passed at the meeting of December 7, 1935.

(b) Therefore, the part of the Resolution of the meeting of March 22, 1938, Section 7, which reads as follows: "On motion and second, which carried, it was ordered that there be added to the charge for fees to each regular student enrolling in the University of Kentucky, the sum of \$1.00 for each semester", is not approved and it is hereby set aside and held for nought.

(c) The Resolution in Section 7, at meeting of March 22, 1938, is hereby ordered corrected to read as follows: On motion and second which carried, it was ordered that there be added to the charge for fees to each regular student enrolled in the University of Kentucky the sum of \$2.00 for each semester. This is to become operative the first semester of the year 1938-1939. The addition is made as a part of the student activities fees and collections on this charge are to be set aside to the Interest and Bond Redemption Fund for the retirement of bonds executed for construction of Student Union Building and other buildings.

14. P. W. A. - Construction and Contracts.

a. Status of Docket - Ky. - 1013-R and Ky. - 1013-2-D.

April 4, 1938

President Frank L. McVey
University of Kentucky

My dear President McVey:

I attach hereto the April 1, 1938, statements concerning P. W. A. Docket No. KY-1013-R and P.W.A. Docket No. KY-1013-2-D (three sheets). The statement of KY-1013-R is in accord with the final audit of the Federal auditors and this Docket is now complete in all respects. You will note that this Docket is closed with a cash balance of \$90.65, which I recommend be transferred to the account of KY-1013-2-D.

The sources of the funds expended under Docket No. KY-1013-R are as follows:

Bond funds -----	\$201,500.00
Grant funds -----	165,000.00
From Governor's Emergency Fund ----	4,411.32
Non-compliance deposits -----	16.15
Total	<u>\$370,927.47</u>
Expended -----	<u>370,836.82</u>
Balance in account -----	\$ 90.65

I also attach hereto a statement of the current status of Docket No. KY-1013-2-D. Although the major part of the work under this Docket is now completed and has been audited twice, it will not be ready for the semi-final Federal audit before May 15, 1938, with the final audit to occur sometime during July.

As the "grant" funds accrue from two different congressional appropriations, the Public Works Administration has been compelled to administer the two aforementioned dockets separately. However, in performing the actual construction work, it has not been possible to confine all contracts for some of the work or buildings to one docket. Therefore, in order to utilize all the funds available in each docket, the several contracts within the Central Heating Plant and the Engineering buildings appear in either of the dockets, as follows:

Total combined cost of the Central Heating Plant, steam distribution system, connections within the buildings both old and new (including force account) and the zone control system throughout the campus, -- Under Docket No. KY-1013-R are listed contracts numbered 1, 2, 2A, 3A, 3B, 3C, 3D, 3E, 4, 5, 8, 9, 10, 11A, 12, 13, 183 or a total of \$232,928.48. Under Docket No. KY-1013-2-D are listed contracts numbered 652, 653, 660, 701, 760, 3F, purchase orders numbers 3, 5, 6 and 16 or a total of \$49,648.33. Thus the combined cost under both dockets of the entire system, including connections and controls within all buildings, is \$283,576.81.

The total combined cost of the Engineering Group of buildings, including some laboratory equipment purchased under the "grant", -- Under Docket No. KY-1013-R are listed contracts numbered 100, 150, 160, 170, 181, 182, 184, 200, 201 and under Docket No. KY-1013-2-D are listed contract numbered 300 and parts of contracts numbered 381 and 382 or a total expenditure under both dockets of \$232,653.69.

The Law Building was done entirely under Docket No. KY-1013-2-D and consists of contracts numbered 500, 501, 560 and parts of contracts numbers 581 and 582, or a total of \$81,495.61.

The Student Union Building was done likewise under Docket No. KY-1013-2-D and consists of contracts numbered 600, 601, 620, 630, 631, 640, 670, and parts of 381 and 382, or a total cost of \$242,443.73. Note: This total cost includes the low bid on primary refrigerating equipment not yet awarded.

The Biological Sciences Building is not yet completed, but consists at present of contracts numbered 410, 411, 460, or a total cost, subject to minor changes, of \$147,430.71.

In addition to the forestated costs, contract number 350 consists of furniture for the Student Union Building, library shelving and equipment for the Law Building and the Engineering Buildings at a total sum of \$7,064.25.

Contracts numbers 700 and 711, received but not yet awarded, are for electric cable and electric transformers to serve the Student Union Building, the Law Building, the Engineering Group, and the Biological Sciences Building, all in the total sum of \$10,088.00.

Subject to an adjustment upon contract number 300 in the sum of \$2,500 (treated under separate report) Docket No. KY-1013-2-D as of April 1, 1938, discloses a balance of approximately \$3,500.00 unencumbered and unallocated.

Under Docket No. KY-1013-R a total of twenty-seven contracts have been awarded, supervised, inspected, and concluded. Under Docket No. KY-1013-2-D a total of thirty-six contracts have been awarded, supervised, inspected, and either concluded or will be concluded within the next ninety days.

(Signed) James H. Graham
Dean

STATUS OF DOCKET NO. KY-1013-R

MARCH 25, 1938

Contract No.	Particulars	Contract Amount	Extras	Contract Amt. Plus Extras
1	Central Heating Bldg., Clarke, Stewart & Wood Co. Lexington, Kentucky	\$33,700.00	\$ 5,935.41	\$39,635.41
2	Bros Boilers Wm. Bros Boiler & Mfg. Co. Minneapolis, Minnesota	31,823.00	4,004.51	35,827.51
2A	B & W Boiler The Babcock & Wilcox Co. Cincinnati, Ohio	27,825.00		27,825.00
3A	Stokers Hoffman Combustion Eng. Co. Detroit, Michigan	10,740.00		10,740.00
3B	Combustion Control Equipment Republic Flow Meter Co. Cincinnati, Ohio	508.50		508.50
3C	Combustion Control Equipment The Hayes Corporation Cincinnati, Ohio	396.00	37.50	433.50

Contract No.	Particulars	Contract Amount	Extras	Contract Amt. Plus Extras
3D	Combustion Control Equip. Bailey Meter Company Cincinnati, Ohio	1,273.74	76.00	1,349.74
3E	Combustion Control Equip. Hagan Corporation Cincinnati, Ohio	2,000.00		2,000.00
4	Coal Handling Equipment Link Belt Company Chicago, Illinois	14,495.00		14,495.00
5	Ash Conveyor System United Conveyor Corp. Chicago, Illinois	10,010.00	209.65	10,219.65
8	Steam Distribution System Meyer Plumbing & Heating Co. Louisville, Kentucky	49,694.00	6,935.33	56,629.33
9	Induced Draft - Bros Boilers Wilson Machinery & Supply Co. Lexington, Kentucky	4,357.00	-36.00	4,321.00
10	Induced Draft - B & W. Boiler Prat-Daniel Corporation Port Chester, N.Y.	8,600.00	-90.00	8,510.00
11A	Feed Water Heater Henry P. Thompson Co. Cincinnati, Ohio	3,497.00		3,497.00
12	Pumps Worthington Pump & Mach. Co. Harrison, New Jersey	5,628.00		5,628.00
13	Tanks Brock-McVey Company Lexington, Kentucky	1,471.75	-3.35	1,468.40
100	South Unit-Eng. Bldg. Gilson-Taylor, Inc., Lexington, Kentucky	48,985.00	586.18	49,571.18
150	Partitions - So. & E. Units The Sanymetal Products Co. Inc., Cleveland, Ohio	4,885.00	-79.24	4,805.76
160	Heat. & Vent.-So. & E. Units Meyer Plumbing & Heating Company, Louisville, Ky.	11,496.00	86.70	11,582.70
170	Min. Wool Insu.-So. & E. Units, Rock Wool Insulation Co., Lexington, Ky.	1,493.00	459.00	1,952.00
181	Lighting Fixtures The Johnson Elec. Sup. Co. Cincinnati, Ohio	1,389.18		1,389.18
182	Lighting Fixtures General Elec. Supply Corp. Cincinnati, Ohio	526.44	3.29	529.73
183	Lighting Fixtures The Johnson Elec. Sup. Co. Cincinnati, Ohio	877.35	-17.55	859.80

Contract No.	Particulars	Contract Amount	Extras	Contract Amt. Plus Extras
184	Lighting Fixtures The F.D. Lawrence Elec.Co. Cincinnati, Ohio	842.40	-8.42	833.98
200	East Unit-Engineering Bldg. Gilson-Taylor, Inc. Lexington, Kentucky	43,000.00	3,168.19	46,168.19
201	Elec.Wiring-E. Unit Allen-Harper Elec.Eng.Corp. Lexington, Kentucky	3,695.00		3,695.00
F.A.	Force Acct.-Heating Conn. University of Kentucky Lexington, Kentucky	8,980.64		8,980.64
	TOTAL	<u>332,189.00</u>	<u>21,267.20</u>	<u>353,456.20</u>

STATUS OF DOCKET NO. KY-1013-R

MARCH 25, 1938

No.	Classification	Estimate	Allocated	Balance
1	Preliminary	1,177.02	440.10	+736.92
2	Land			
3	Construction	353,533.61	353,456.20	+ 77.41
4	Engineering	16,018.19	16,796.66	-778.47
5	Legal	138.64	100.00	+ 38.64
6	Interest			
7	Miscellaneous	43.86	43.86	
		<u>370,911. 33</u>	<u>370,836.82</u>	<u>74.50</u>
	Bank Balance	\$90.65		
	Balance from Const. Acct.	<u>74.50</u>		
	Non-compliance de- posits	\$16.15		

STATUS OF DOCKET NO. KY. 1013-2-D

Contract No.	Particulars	Contract Amount	Change Orders (Actual)	Change Orders (Estimated)	Contract Amt. (Actual & Estimated)
300	West Unit-Engr. Bldg.	111,651.00	-1,138.57		110,512.43
350	Misc. Equipment	7,064.25			7,064.25
381	Indirect Light. Fixt.	3,519.05			3,519.05
382	Semi-Ind. Light. Fixt.	2,182.31			2,182.31
410	Bio. Sci. Bldg.	109,286.00	656.71	1,000.00	110,942.71
411	Sci. Bldg.-Elect. Wir.	11,430.00		500.00	11,930.00
460	" " -Heat. & Vent.	22,888.00	770.00	900.00	24,558.00
500	Law Bldg.	59,733.00	6,997.53		66,730.53
501	Law Bldg.-Elec. Wir.	2,487.00	1,964.69		4,451.69
560	Law Bldg.-Heat. & Vent.	7,840.00	695.04		8,535.04
581	Law Bldg.-Elec. Fixt.	1,041.50	80.74		1,122.24
582	Law Bldg.-Elec. Fixt.	669.50	-13.39		656.11
600	Stu. Union Bldg.	154,000.00	7,065.24		161,065.24
601	Stu. Union Bldg.-Elect. Wir.	18,810.00	225.02	200.00	19,235.02
620	Stu. Union Bldg.-Elevator	4,592.00			4,592.00
630	Stu. Union Bldg.-Lin. Floor.	3,015.00	187.00	100.00	3,302.00
631	Stu. Union Bldg. Mas. Floor.	5,585.00	25.20		5,610.20
640	Stu. Un. Bldg.-Heat. & Vent.	36,900.00	3,181.45		40,081.45
650	Milling Machine	6,281.00	550.91		6,831.91
652	Heaters	1,189.50	715.00		1,904.50
653	Bldg. Conn. Materials	7,200.62	7,357.96		14,558.58
660	Zone Control	8,900.00	275.60		9,175.60
701	Boiler Plant Piping	18,350.00	297.46		18,647.46
750	Water Coolers - Law & Engr. Bldg.	769.00			769.00
760	Cent. Heat. Plant-Elect. Wir.	3,253.00	22.24		3,275.24
3F	Steam Meter	375.00	-18.75		356.25
PO#1	Universal Grinder	2,010.00			2,010.00
PO#2	Head Stock	340.00			340.00
PO#3	Coal Scale	991.12			991.12
PO#4	Law Bldg.-Steel Bk. Shelving	512.00			512.00
PO#5	Cent. Heat. Plant-Service Equip.	145.35	-44.90		100.45
PO#6	Boiler Tube Clean. Equip.	162.00	-1.62		160.38
PO#16	Cent. Heat. Plant. Comp.	478.75			478.75
670	Refrig.-S.U. Bldg.	4,770.00		-300.00	4,470.00
700	Primary Elec. Serv.	7,750.00			7,750.00
711	Transformers	2,338.00			2,338.00
Totals		628,508.95	29,850.56	2,400.00	660,759.51

STATUS OF DOCKET NO. KY.1013-2-D

No.	Classification	Estimate	Allocated	Balance
1	Preliminary	1,000.00	1,000.00	
2	Land			
3	Construction	658,033.00	660,759.51	-2,726.51
4	Engineering	52,239.00	52,239.00	
5	Legal & Administration	16,000.00	13,273.49	+ 2,726.51
6	Interest			
7	Misc.			
Totals		727,272.00	727,272.00	

b. Cancellation of Contract No. 382 - New Award

President McVey read a letter from Dean James H. Graham, Chief Engineer, making recommendations on Contract No. 382, Docket No. Ky-1013-2-D:

"Bids were opened in your office at 11:00 a.m. February 23, 1938, for Contracts No. 381 and 382, P.W.A. Docket No. Ky-1013-2-D. The Graybar Electric Company of Cincinnati, Ohio, was the low bidder upon Contract No. 382 in the sum of \$1,995.51, and in my letter to you of February 28, 1938, I recommended the award of this contract to that Company; which was approved in due form by the Executive Committee of the Board of Trustees.

"Subsequent to the aforesaid award, it developed that in two items of lighting fixtures, this bidder had failed to submit within his bid the equal to the published specifications and thereafter refused in writing to comply with the specifications or to submit the equal and to accept the contract.

"Therefore, I recommend as follows:

(1) That Contract No. 382 be awarded to the next lowest bidder, the General Electric Supply Company of Lexington, Kentucky, in the sum of \$2,182.31.

(2) That the combined certified check in the sum of \$350.00 filed by the Graybar Electric Company of Cincinnati, Ohio,

with bids No. 381 and 382, be cashed, and that 5% of the bid of \$1,995.51 or \$99.77 be deposited within the construction account as the prescribed penalty for non-conformance, and the balance, or \$250.23, be returned to the Graybar Electric Company at Cincinnati, Ohio."

Therefore, upon motion duly made and seconded, it was resolved that Contract No. 382 be awarded to the next lowest and best bidder, the General Electric Supply Company of Lexington, Kentucky, in the sum of \$2,182.31; that the combined certified check in the sum of \$350.00 filed by the Graybar Electric Company of Cincinnati, Ohio, with bids Nos. 381 and 382, be cashed, and that 5% of the bid of \$1,995.51 or \$99.77 be deposited within the construction account as the prescribed penalty for non-conformance, and the balance, or \$250.23, be returned to the Graybar Electric Company at Cincinnati, Ohio; and that Judge Richard C. Stoll, Chairman, Executive Committee, of the Board of Trustees, is hereby authorized and directed to execute said contract for and on behalf of the University of Kentucky.

c. Bids opened April 1, 1938.

1.

April 5, 1938

President Frank L. McVey
University of Kentucky

My dear President McVey:

Bids were received and opened in your office at 11:00 a.m., April 1, 1938, in accord with P. W. A. regulations, as follows:

1. Contract No. 700, for furnishing and installing electric conduit and cables for primary electric service to Student Union, Engineering and Law buildings.

2. Contract No. 711, to furnish four electric transformers for the same service and purpose.

3. Contract No. 670, to furnish and install the primary refrigeration for the Student Union Building in accord with published plans and specifications.

You will note within the attached tabulation of bids on Contract No. 700 that the Ginn Electric Company, Cincinnati, Ohio, was the low bidder in the sum of \$7,750, with the Allen-Harper Electrical Engineering Corporation of Lexington, Kentucky, the next low bidder in the sum of \$7,834.00. Therefore, I recommend that Contract No. 700 be awarded to the low bidder, the Ginn Electric Company, in the sum of \$7,750.

You will note within the attached tabulation of bids on Contract No. 670 that the Combs Lumber Company of

Lexington, Kentucky, was the low bidder in the sum of \$4,770, with the Temperature Sales Company of Lexington, Kentucky, the next low bidder, in the sum of \$4,997. Therefore, I recommend that Contract No. 670 be awarded to the low bidder, the Combs Lumber Company of Lexington, Kentucky, in the sum of \$4,770.

You will note upon the attached tabulation of bids upon Contract No. 711 that the Graybar Electric Company of Louisville, Kentucky, was the low bidder on the face of the returns, in the sum of \$1,626.84. However, in preparing their bid as filed, the bidder committed an arithmetical error of \$1,000, thus omitting the entire cost of one specified transformer, which if added to the figure \$1,626.84 would cause it to be a high bid. I invite your attention to the attached letter from this Company, and especially to the last paragraph thereof. As it is obvious that we cannot force this bidder to deliver us four transformers for the price of three and as there exists no effort on his part to substitute shoddy material or equipment, I recommend that this bid of the Graybar Electric Company be eliminated entirely, that the certified check filed with the bid in the sum of \$90.00 be authorized to be returned to them without prejudice and that the contract be awarded to the actual low bidder in the circumstances the Standard Transformer Company of Warren, Ohio, in the sum of \$2,338.

It may interest you to know that these three bids are the last remaining bids contemplated under the P.W.A. dockets and will conclude this construction program.

(Signed) James H. Graham
Dean

TABULATION OF BIDS
TRANSFORMERS
UNIVERSITY OF KENTUCKY

Bids Opened 11:00 a.m., April 1, 1938	Contract No. 711
Tabulated by M. A. Cabot	Docket No. Ky-1013-2-D
Checked by E. B. Farris	College of Engineering - Architects and Engineers

<u>Bidder</u>	<u>Base Bid</u>	
Beltzhoover Elec. Co., Inc. Louisville, Ky.	\$2338.30	Bid Bond - \$125
Graybar Electric Company Louisville, Kentucky	1626.84	Certified Check-\$90
Standard Transformer Company Warren, Ohio	2338.00	Certified Check-\$120

<u>Bidder</u>	<u>Base Bid</u>	
General Electric Supply Co. Lexington, Kentucky	\$2495.50	Certified Check-\$128.26
Wm. Hepburn & Company Miami, Florida	2569.50	Bid Bond - 5% bid price.

P.W.A. Representative - Earl F. Reagan, Resident Engineer Inspector
 Authenticated by _____ Date _____

TABULATION OF BIDS
 PRIMARY ELECTRIC SERVICE
 FOR
 STUDENT UNION BUILDING, ENGINEERING GROUP
 AND THE LAW BUILDING

UNIVERSITY OF KENTUCKY

Bids Opened 11:00 a.m., April 1, 1938	Contract No. 700
Tabulated by M.A. Cabot	Docket No. Ky-1013-2-D
Checked by E. B. Farris	College of Engineering- Architects and Engineers

<u>Bidder</u>	<u>Base Bid</u>	
Wm. Hepburn & Company Miami, Florida	\$7940.00	Bid Bond - 5% bid price
Thirlwell Electric Co., Inc. Louisville, Kentucky	9593.00	Certified Check - \$500
Ginn Electric Company, Cincinnati, Ohio	7750.00	Bid Bond - \$500
Allen-Harper Electrical Engineer- ing Corp., Lexington, Ky.	7834.00	Certified Check - \$395
Beltzhoover Electric Co., Inc. Louisville, Kentucky	9450.00	Bid Bond - \$750

P.W.A. Representative - Earl F. Reagan, Resident Engineer Inspector.
 Authenticated by _____ Date _____

TABULATION OF BIDS
REFRIGERATION
FOR
STUDENT UNION BUILDING
UNIVERSITY OF KENTUCKY

Bids Opened 11:00 a.m., April 1, 1938
Tabulated by M. A. Cabot
Checked by E. B. Farris

Contract No. 670
Docket No. Ky-1013-2-D
College of Engineering -
Architects and Engineers

<u>Bidder</u>	<u>Base Bid</u>	
Sterling Electric Company Lexington, Kentucky	\$5378.65	Bid Bond \$300
American Refrigerating Ma- chinery Company Louisville, Kentucky	4998.00	Bid Bond - \$250
Reliance Engineering Company Charlotte, North Carolina	5395.00	Bid Bond - \$500
Temperature Sales Company Lexington, Kentucky	4997.00	Certified Check - \$250
Combs Lumber Company Lexington, Kentucky	4770.00	Certified Check - \$250
Breckinridge-Forman, Inc. Lexington, Kentucky	5637.00	Certified Check - \$281.85
Glenn and Company, Inc. Lexington, Kentucky	5599.37	Bid Bond - \$300

P.W.A. Representative - Earl F. Reagan, Resident Engineer Inspector

Authenticated by _____ Date _____

2. Primary Electric Service, Student Union Building.

Resolution Ordering Filing of Bids

WHEREAS, pursuant to advertisement, bids for the furnishing of materials and installation of Primary Electric Service to the Student Union Building, the Law Building, and the Engineering group have been filed by the following bidders:

Wm. Hepburn & Company, Miami, Florida
Thirlwell Electric Company, Louisville, Kentucky

Ginn Electric Company, Cincinnati, Ohio
Allen-Harper Electrical Engineering Corp., Lexington, Ky.
Beltzhoover Electric Company, Louisville, Kentucky

that said bids have been duly received, opened and publicly read:

NOW, THEREFORE, BE IT RESOLVED that the bids listed in the preamble hereof be filed and presented to Colonel James H. Graham Chief Engineer, University of Kentucky, and that the said Chief Engineer is hereby directed forthwith to tabulate said bids, and at the earliest practicable moment, report to this Board of Trustees of the University of Kentucky his findings as to the lowest and best bid.

Resolution Awarding Contract.

WHEREAS, James H. Graham, Chief Engineer, University of Kentucky, pursuant to a resolution heretofore adopted, has tabulated and considered all bids heretofore received for the furnishing of materials and installation of Primary Electric Service to the Student Union Building, the Law Building and the Engineering group and has duly made his recommendations to this Board of Trustees, University of Kentucky, and it appearing from said recommendations and report that the Ginn Electric Company, Cincinnati, Ohio, is the lowest and best bidder for the furnishing of materials and installation of Primary Electric Service to the Student Union Building, the Law Building and the Engineering group, in the sum of \$7,750.00; and that this Board of Trustees, University of Kentucky, after considering said report and recommendations and all bids heretofore filed, finds that the bid of Ginn Electric Company, Cincinnati, Ohio, is the lowest and best bid:

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Trustees, University of Kentucky AS FOLLOWS:

Section 1: That the bid of Ginn Electric Company for the furnishing of materials and installation of Primary Electric Service to the Student Union Building, the Law Building and the Engineering group in the sum of \$7,750.00 is hereby accepted, determined and declared to be the lowest and best bid; and that a contract for the furnishing of materials and installation of said work, as heretofore prescribed by the plans, specifications and contract documents, shall be forthwith executed for said construction.

Section 2: That Judge Richard C. Stoll, Chairman, Executive Committee of the Board of Trustees, is hereby authorized and directed to execute said contract for and on behalf of the University of Kentucky.

3. Refrigeration Equipment, Student Union Building

Resolution Ordering Filing of Bids

WHEREAS, pursuant to advertisement, bids for the furnishing and installing of the Refrigeration Equipment at the Student Union Building have been filed by the following bidders:

Sterling Electric Company, Lexington, Kentucky
American Refrigerating Mach. Co., Louisville, Kentucky
Reliance Engineering Co., Charlotte, North Carolina
Temperature Sales Company, Lexington, Kentucky
Combs Lumber Company, Lexington, Kentucky
Breckinridge-Forman, Inc., Lexington, Kentucky
Glenn & Company, Lexington, Kentucky,

that said bids have been duly received, opened and publicly read:

NOW, THEREFORE, BE IT RESOLVED that the bids listed in the preamble hereof be filed and presented to Col. James H. Graham, Chief Engineer, University of Kentucky, and that the said Chief Engineer is hereby directed forthwith to tabulate said bids, and at the earliest practicable moment, report to this Board of Trustees of the University of Kentucky his findings as to the lowest and best bid.

Resolution Awarding Contract.

WHEREAS, James H. Graham, Chief Engineer, University of Kentucky, pursuant to a resolution heretofore adopted, has tabulated and considered all bids heretofore received for the furnishing and installing of the Refrigeration Equipment at the Student Union Building and has duly made his recommendations to this Board of Trustees, University of Kentucky, and it appearing from said recommendations and report that the Combs Lumber Company, Lexington, Kentucky, is the lowest and best bidder for the furnishing and installing of the Refrigeration Equipment at the Student Union Building, in the sum of \$4,770.00; and that this Board of Trustees, University of Kentucky, after considering said report and recommendations and all bids heretofore filed, finds that the bid of the Combs Lumber Company, Lexington, Kentucky, is the lowest and best bid:

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Trustees, University of Kentucky AS FOLLOWS:

Section 1: That the bid of Combs Lumber Company for the furnishing and installing of the Refrigeration Equipment at the Student Union Building in the sum of \$4,770.00, is hereby accepted, determined and declared to be the lowest and best bid; and that a contract for the furnishing and installing of said work, as heretofore prescribed by the plans, specifications and contract documents, shall be forthwith executed for said construction.

Section 2: That Judge Richard C. Stoll, Chairman, Executive Committee of the Board of Trustees, is hereby authorized and directed to execute said contract for and on behalf of the University of Kentucky.

4. Transformer - Student Union Building

Resolution Ordering Filing of Bids

WHEREAS, pursuant to advertisement, bids for the furnishing of Transformers for the Primary Electric Service to the Student Union Building, the Law Building, and the Engineering Group have been filed by the following bidders:

Beltzhoover Electric Company, Inc., Louisville, Kentucky
 Graybar Electric Company, Louisville, Kentucky
 Standard Transformer Company, Warren, Ohio
 General Electric Supply Company, Lexington, Kentucky
 Wm. Hepburn and Company, Miami, Florida

that said bids have been duly received, opened and publicly read:

NOW, THEREFORE, BE IT RESOLVED that the bids listed in the preamble hereof be filed and presented to Col. James H. Graham, Chief Engineer, University of Kentucky, and that the said Chief Engineer is hereby directed forthwith to tabulate said bids, and at the earliest practicable moment, report to this Board of Trustees of the University of Kentucky, his findings as to the lowest and best bid.

Resolution Awarding Contract.

WHEREAS, James H. Graham, Chief Engineer, University of Kentucky, pursuant to a resolution heretofore adopted, has tabulated and considered all bids heretofore received for the furnishing of Transformers for the Primary Electric Service to the Student Union Building, the Law Building, and the Engineering Group and has duly made his recommendations to this Board of Trustees, University of Kentucky, and it appearing from said recommendations and report that the low bid of the Graybar Electric Company is withdrawn and that the Standard Transformer Company, Warren, Ohio, is the next lowest and best bidder for the furnishing of the Transformers for the Primary Electric Service to the Student Union Building, the Law Building, and the Engineering Group, in the sum of \$2,338.00; and that this Board of Trustees, University of Kentucky, after considering said report and recommendations and all bids heretofore filed, finds that the bid of the Standard Transformer Company, Warren, Ohio, is the best bid:

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees, University of Kentucky AS FOLLOWS:

Section 1: That the bid of the Standard Transformer Company for the furnishing of the Transformers for the Primary Electric Service to the Student Union Building, the Law Building and the Engineering Group in the sum of \$2,338, is hereby accepted, determined and declared to be the best bid; and that a contract for the furnishing of these transformers, as heretofore prescribed by the specifications and contract documents, shall be forthwith executed for said equipment.

Section 2: That Judge Richard C. Stoll, Chairman, Executive Committee of the Board of Trustees, is hereby authorized and directed to execute said contracts for and on behalf of the University of Kentucky.

d. Bonus and Penalty - Contract No. 300.

February 23, 1938

President Frank L. McVey
University of Kentucky

My dear President McVey:

Under date of May 28, 1937, the Whittenberg Construction Company, 316 Breslin Building, Louisville, Kentucky, submitted the low bid for the construction of the West Unit of the Engineering Building, Docket No. KY-1013-2-D, University of Kentucky Contract No. 300. The published specifications and contract documents covering this contract contained the following:

"Art. 3. Bonus and Penalty

"For each and every calendar day whereby the aforesaid time period is shortened or decreased, the Owner shall pay the Contractor the sum of fifty (50) dollars; the aggregate of which shall be added, when earned, to the total of the lump sum originally bid under the published plans and specifications. Contrawise, for each and every calendar day whereby the aforesaid time period, is lengthened or increased, the Contractor shall pay the sum of fifty (50) dollars to the Owner, the aggregate of which sum shall be deducted from the final payment to the Contractor.

"For purposes of interpretation of this contract, weather conditions, good or bad, obtaining during the execution of the work involved under this contract shall not receive consideration in determining the aforesaid "Time of Completion". However, the effect upon the aforesaid time period of strikes, lockouts, injunctions, or court actions, shall be weighed and allowed in terms of calendar days extension of time at the discretion of

the Owner, subject to the "Arbitration" clause, Article No. 40, of the General Conditions. Any claims for an allowance, in terms of calendar days, which the Contractor may believe to be just and due shall be filed in writing with the Owner within three days after the occurrence of the delay upon which each claim is based and unless so filed such claim is thereby waived by the Contractor.

"The Owner reserves the right to issue from time to time "Change Orders" in writing to the Contractor during the progress of the work to be performed under this contract; but before such "Change Orders" shall be effective, the Owner and the Contractor shall agree upon the increase or decrease, in terms of calendar days, whereby aforesaid time period may be affected by said "Change Orders" as and when so issued by the Owner.

"At regular intervals of approximately thirty days each during the extent of the aforesaid time period, the Owner and the Contractor shall survey jointly the work, including material and equipment deliveries, in detail in order to properly estimate and regulate the progress of said work in relation to the aforesaid time period; and approximately thirty days prior to the expiration of the aforesaid time period as then adjusted, the Owner and the Contractor shall make jointly a semi-final inspection of all work performed or to be performed under this contract and shall note and declare all labor, materials, and equipment then performed or furnished thereunder as complete and acceptable under the terms of the contract, plans, specifications, and "Change Orders", and shall note and specify all exceptions or corrections to be made thereon and all these, including acceptances, rejections, and corrections, shall be declared in writing in the form of a "Certificate of Acceptance" as evidence thereof. Upon the completion of all rejections and corrections as declared within the aforesaid "Certificate of Acceptance" the Owner shall issue a final acceptance order and the date of this final "Order" shall be the date for computing and judging the aforesaid bonus or penalty, in its relation to the date of the ending of the aforesaid time period."

By action of the Board of Trustees of the University and the approval of the State Director of the Public Works Administration, this contract was awarded to the Whittenberg Construction Company in the sum of One Hundred and Eleven Thousand Six Hundred and Fifty-one Dollars (\$111,651) as bid and the approved contract documents were duly executed therefor and the Contractor formally notified, in accord with the documents and P. W. A. regulations, with June 21, 1937, as the formal and effective starting date of the contract and work. As the contract documents stated and allowed a total of one hundred and fifty (150) calendar days for the

completion and final acceptance of the work involved in and covered by the contract, this formal notification of June 21 placed and fixed the formal completion date as of November 18, 1937, after which date the afore-stated penalties would start to accumulate against the Contractor, in accord with the provisions of the contract.

The major purpose for the inclusion of the afore-stated Article 3 within the contract documents was to enable, if possible, the College of Engineering to receive and to occupy the building prior to the Christmas holidays in order that it might be furnished and prepared, during the holidays, for full and complete use during the second semester, thus shortening by several months the period of confusion and reducing the additional operating costs due to the reconstruction of the College buildings.

The date of issue for the Work Order of this contract was June 11, 1937, which, under the regulations, places the contract time effective June 21 plus one hundred and fifty (150) calendar days or November 18 as the completion date. The actual completion and acceptance date was January 28, 1938, or an apparent delinquency of seventy-one calendar days.

After full consideration of all possible causes of the delays, a study of the entire log of the work, and after several conferences concerning these matters with the Resident Inspector, P. W. A., I recommend for your consideration and approval a total of fifty days delinquency to be charged and applied under the terms and conditions of the aforesaid bonus and penalty clause of this contract.

I further recommend that the penalty for the afore-said delinquency or \$2,500 be deducted from the contract price and be credited to and within the construction account of P. W. A. Docket No. Ky-1013-2-D.

(Signed) James H. Graham
Dean

1. Resolution

President McVey read a letter from Dean James H. Graham, Chief Engineer, making recommendations concerning the penalty on Contract No.300, Docket No. Ky-1013-2-D:

"Under date of May 28, 1937, the Whittenberg Construction Company, 316 Breslin Building, Louisville, Kentucky, submitted the low bid for the construction of the West Unit of the Engineering Building, Docket No. Ky-1013-2-D,

University of Kentucky Contract No. 300. The published specifications and contract documents covering this contract contained the following:

'Art. 3 Bonus and Penalty

For each and every calendar day whereby the aforesaid time period is shortened or decreased, the Owner shall pay the Contractor the sum of fifty (50) dollars; the aggregate of which shall be added, when earned, to the total of the lump sum originally bid under the published plans and specifications. Contrawise, for each and every calendar day whereby the aforesaid time period is lengthened or increased, the Contractor shall pay the sum of fifty (50) dollars to the Owner, the aggregate of which sum shall be deducted from the final payment to the Contractor.

For purposes of interpretation of this contract, weather conditions, good or bad, obtaining during the execution of the work involved under this contract shall not receive consideration in determining the aforesaid "Time of Completion". However, the effect upon the aforesaid time period of strikes, lockouts, injunctions, or court actions, shall be weighed and allowed in terms of calendar days extension of time at the discretion of the Owner, subject to the "Arbitration" clause, Article No. 40 of the General Conditions. Any claims for an allowance, in terms of calendar days, which the Contractor may believe to be just and due shall be filed in writing with the Owner within three days after the occurrence of the delay upon which each claim is based and unless so filed such claim is thereby waived by the Contractor.

The Owner reserves the right to issue from time to time "Change Orders" in writing to the Contractor during the progress of the work to be performed under this contract; but before such "Change Orders" shall be effective, the Owner and the Contractor shall agree upon the increase or decrease, in terms of calendar days, whereby aforesaid time period may be affected by said "Change Orders" as and when so issued by the Owner.

At regular intervals of approximately thirty days each during the extent of the aforesaid time period, the Owner and the Contractor shall survey jointly the work, including material and equipment deliveries, in detail, in order to properly estimate and regulate the progress of said work in relation to the aforesaid time period; and approximately thirty days prior to the expiration of the aforesaid time period as then adjusted, all work performed or to be performed under this contract and shall note and declare all labor, materials, and equipment then performed or furnished thereunder as complete and acceptable under the terms of the contract, plans, specifications, and "Change Orders", and shall note and specify all exceptions and corrections to be

made thereon and all these, including acceptances, rejections, and corrections, shall be declared in writing in the form of a "Certificate of Acceptance" as evidence thereof. Upon the completion of all rejections and corrections as declared within the aforesaid "Certificate of Acceptance" the Owner shall issue a final acceptance order and the date of this final "Order" shall be the date for computing and judging the aforesaid bonus or penalty, in its relation to the date of the ending of the aforesaid time period.'

By action of the Board of Trustees of the University and the approval of the State Director of the Public Works Administration, this contract was awarded to the Whittenberg Construction Company in the sum of One Hundred and Eleven Thousand Six Hundred and Fifty-one Dollars (\$111,651) as bid and the approved contract documents were duly executed therefor and the Contractor formally notified, in accord with the documents and P.W.A. regulations, with June 21, 1937, as the formal and effective starting date of the contract and work. As the contract documents stated and allowed a total of one hundred and fifty (150) calendar for the completion and final acceptance of the work involved in and covered by the contract, this formal notification of June 21 placed and fixed the formal completion date as of November 18, 1937, after which date the aforesaid penalties would start to accumulate against the Contractor, in accord with the provisions of the contract.

The major purpose for the inclusion of the aforesaid Article 3 within the contract documents was to enable, if possible, the College of Engineering to receive and to occupy the building prior to the Christmas holidays in order that it might be furnished and prepared, during the holidays, for full and complete use during the second semester, thus shortening by several months the period of confusion and reducing the additional operating costs due to the reconstruction of the College buildings.

The date of issue for the Work Order of this contract was June 11, 1937, which, under the regulations, places the contract time effective June 21 plus one hundred and fifty (150) calendar days or November 18 as the completion date. The actual completion and acceptance date was January 28, 1938, or an apparent delinquency of seventy-one calendar days.

After full consideration of all possible causes of delays, a study of the entire log of the work, and after several conferences concerning these matters with the Resident Inspector, P. W. A., I recommend for your consideration and approval a total of fifty days delinquency to be charged and applied under the terms and conditions of the aforesaid bonus and penalty clause of this contract.

I further recommend that the penalty for the aforesaid delinquency or \$2,500 be deducted from the contract price and be credited to and within the construction account of P.W.A. Docket No. Ky-1013-2-D."

Therefore, upon motion duly made and seconded it was resolved that a penalty of \$2,500 be assessed against Contract No. 300, P.W.A. Docket No. Ky-1013-2-D and that this amount be deducted from the contract price as provided in the contract documents."

e. Extension of Time

1. Letter of Dean Graham.

April 5, 1938

President Frank L. McVey
University of Kentucky

My dear President McVey:

Under the regulations of the Public Works Administration it is necessary, as a matter of record, to file a resolution of the Board of Trustees granting an extension of time to the several contractors under the University P. W. A. dockets. I, therefore, attach hereto a resolution in due form and request its formal approval.

(Signed) James H. Graham
Dean

2. Resolution.

RESOLUTION ON EXTENSION OF TIME FOR DOCKET NO.
KY-1013-2-D

The regulations of the Public Works Administration require a resolution covering an extension of time for the completion of all contracts. In lieu of several resolutions for each contract whose time has lapsed, it has seemed advisable to request an extension of time for all the contracts under Docket No. Ky-1013-2-D which have not been completed heretofore. Although many contracts listed will be finished prior to May 15, 1938, it seems advisable to set this date for the whole docket.

Therefore, upon motion duly made and seconded it was resolved that the completion dates for the following list of contracts now being executed upon the campus of the University of Kentucky and under PWA Docket No. Ky-1013-2-D be extended to May 15, 1938, and that the Secretary of this Board is authorized and directed to furnish authentic copies of this resolution to the Regional Director.

Con- tract No.	Particulars	Original Completion Date	Latest Revised Completion Date	Approved New Com- pletion Date
350	Misc. Equipment	4/24/38		5/15/38
381	Indirect Lighting Fixt.	4/10/38		5/15/38
382	Semi-Indirect Fixtures			5/15/38
410	Biological Sciences Bldg.	1/31/38	2/1/38	5/15/38
411	Bio.S.Bldg.-Elec.Wir.	2/9/38	2/1/38	5/15/38
460	Bio.S.Bldg.-Heat.& Vent.	5/15/38		5/15/38
600	Student Union Building	10/29/37	2/1/38	5/15/38
601	Stu.Union Bldg.-Elec.Wir.	10/29/37	2/1/38	5/15/38
620	Stu.Union Bldg.Elevator	4/15/38		5/15/38
630	Stu.Union Bldg.-Lin.Floor.	12/24/37	2/1/38	5/15/38
631	Stu.Union Bldg.-Mas.Floor.	12/24/37	2/1/38	5/15/38
640	Stu.Union Bldg.-Heat.& Vent.	1/1/38	2/1/38	5/15/38

15. Appointments and Other Staff Changes.

President McVey presented staff appointments and other changes requested by deans and heads of departments, and, on his recommendation, by motion and second, the following were approved and record ordered made in the minutes:

Appointments

Jessie Lee Jones, transferred from Department of Art, part time, to Stenographic Bureau, full time, effective April 1, 1938, salary \$85.00 a month.

Mary Gunn Webb, secretary, Department of Art, effective April 1, 1938, salary \$40.00 a month. This employment is effective for the months of April, May and June, 1938.

Edward B. Doll, Assistant Professor of Electrical Engineering, for term of one year, ten months basis, salary \$2500.00 for the period, effective September 1, 1938. Mr. Doll comes from the California Institute of Technology.

Lester Tarnopol, Assistant Professor of Metallurgical Engineering for term of one year, ten months basis, salary \$2100.00 for the period, effective September 1, 1938. He is also employed for the months of June, July and August, 1938, at salary of \$400.00 for the period, to design and install equipment in the metallurgical laboratories. Mr. Tarnopol comes from the Massachusetts Institute of Technology.

Agricultural Extension

Campbell Wade, County Agent, Scott County, effective March 1, 1938 to June 30, 1938, salary \$241.66-2/3 a month, payable from Bankhead and Offset to Federal Funds.

Beach Craigmyle, County Agent, Trimble County, effective January 1, 1938 to June 30, 1938, salary \$166.66-2/3 a month, payable from Bankhead and Offset to Federal Funds.

Discontinuation of Employment

Discontinuation of employment of Sergeant Bryant, because the employment of a new night watchman has made his services unnecessary, effective April 1, 1938.

Resignation

Mildred Morris, stenographer, Stenographic Bureau, effective April 1, 1938. Miss Morris has accepted a position at Morehead State Teachers College.

Special Work Program.

Professor J. R. Johnson.

It was ordered that the minutes of March 22, 1938, in regard to Special Work Program for Professor J. R. Johnson be changed to read as follows:

President McVey stated that Professor J. R. Johnson will reach the age of 70 years on October 11, 1938, that he should be placed on a special work program beginning October 1, 1938. Professor Johnson served the University from the year 1893 to the year 1905 and from 1919 to 1938, that on that basis he should receive 51% of his present salary; that is, \$1581.00 annually.

On motion, duly seconded and passed, Professor J. R. Johnson was transferred to special work on the basis of 51 per cent of his present salary, that is an annual payment of \$1581.00, effective September 1, 1938. Assignment of duties will be made by President McVey on suggestion of Dean Graham.

On motion, duly seconded, the Committee adjourned.

D. H. Peak
Secretary, Board of Trustees

Missing report(s)