

Dec. 22, 1896 - Board met pursuant to call at 10 a.m., with all members and the clerk present. The chairman reported that according to the instructions of the Board given at the preceding meeting he had directed Mr. Breckwidge to stop all work upon excavation and grading and render a full account to the clerk. The clerk reported that he had received an account purporting to cover all unpaid claims for labor and material furnished upon the work of which Mr. Breckwidge had charge, and the said account was presented to the Board. After a full examination and discussion of the various items the claims were allowed and

Voucher No. 60, in favor of John Breckwidge, for \$404.71 was ordered certified to the State Auditor for the issuance of warrants as designated by him in full settlement thereof.

Adjourned. Record approved Jan. 30, 1897.

O. H. Cutrer,  
Clerk.

Eli Wickin  
Chairman.

Dec. 31, 1896 - Board met at 2:30 p.m., at the request of the chairman, with the chairman, Mr. Higginson and the clerk present, Mr. Edme being out of the city.

Voucher No. 61 was ordered certified to the State Auditor for the issuance of a warrant for \$103 in favor of O. H. Cutrer, for salary as clerk and incidental expenses from Oct. 1 to Jan. 1.

Adjourned. Record approved Jan. 30, 1897.

O. H. Cutrer,  
Clerk.

Eli Wickin  
Chairman.

Jan. 19, 1897 - Board met at 2:30 p.m., pursuant to call, with all members, the clerk, Architect Millings and Contractor Dancy present. Mr. Millings presented an approximate estimate of work done under the contract of Dancy since the last preceding estimate, and also a report to the Board recommending the acceptance of the building subject to certain deductions for work omitted or imperfectly done, as stated in the report. The chairman called upon the contractor to present his bill for such extra

we had been ordered by the Board, but he declined to do so, stating that he intended to make his claim for such work in connection with a general claim for extras which he would present after the acceptance of the building. The remainder of the session was taken up in discussion of the architect's report and the position taken by the contractor in the matter of his claim for extras.

Adjourned. Record approved Jan. 30, 1897

D. H. Carter,  
Clerk

E. L. Wilkin  
Chairman

Jan. 20, 1897. Board met at 9-30 am., with all members, the clerk, Architect Killings, Contractor Darcy and E. S. McCord, his attorney, present. The estimate and report presented by Architect Killings at the preceding meeting were withdrawn for correction, with the consent of the Board, and were substituted. The Estimate calls for the payment of \$2029.00 for "Mill work, Concrete Floor, E. Wiring, Painting, Kalsomining," the amounts allowed upon the several classes of work not being segregated. It further says that the amount yet due is "\$292.00" and is signed "Killings & Co. Inc."

The report is as follows:

New Whatcoms, Wash. Jan. 19<sup>th</sup>, 1897.

To the Hon. Board of Trustees, State Normal School,

New Whatcoms, Wash.

Gentlemen: The contract entered into by W. B. Darcy for building the State Normal School at New Whatcoms, Wash., has been completed substantially according to the plans and specifications, and I recommend its acceptance by your Board subject to the following conditions. There should be a deduction made for

frick in boiler room	\$38.00
There should be a deduction made for sewer pipe	21.00
" " " " " " " " wood partition (beams)	3.00
" " " " " " " " blackboards	15.00
" " " " " " " " repairs in painting	100.00
" " " " " " " " Kalsomining	25.00
" " " " " " " " cleaning down not done	40.00

\$ 242.00

There should be retained until electric work is

completed, the sum of \$50.00. I recommend that the Board accept the imperfect work. They have the right, however, under the contract to insist upon their being replaced by perfect ones, and withholding payment for plumbing until this is done. There is yet lacking of the hardware the escutcheons of the dead locks for the doors. Also it will be necessary to replace six push plates by pulls. The contractor has agreed to make this matter right and should be required to do so before his bill is settled.

Recy. Submitted,

M. P. Skillings for  
Skillings & Corner, Archts.

Following the reading of the report the following resolution was adopted upon motion of Mr. Higginson, seconded by Mr. Adams.

Resolved, That the report of Skillings & Corner, by M. P. Skillings, to this Board, dated Jan. 19, 1897, whereby it is recommended that this Board accept the Normal School Building as "completed substantially according to the plans and specifications" under which it was constructed by Wm. B. Davy, subject to certain conditions in said report stated, is, after due consideration, approved to the extent here following, viz:—

"This Board hereby accepts said Building subject to the conditions provided and set forth in the report of Skillings & Corner, architects, and subject also to the further condition that in such acceptance this Board shall not and does not waive any right or claim in its behalf, or in behalf of the State of Washington, under the provisions of paragraph V, page 3, of the contract for the construction of said Building entered into by said Wm. B. Davy, with this Board, and in such acceptance it also reserves the right to use any proper and equitable matter in its favor growing out of the construction of said Building, either in the material or the work thereon varying from or not conforming to the drawings and specifications for said Building, as a defense or offset, so far as would be just, against any claim for alterations or extras that the contractor may file or urge against this Board in any settlement with it, but this is not to apply to any alteration or extra ordered by the architects in writing

and therefore noted of record in the minutes of this Board."

E. S. McCord, representing Contractor Darcy, thereupon presented a claim for extra, consisting of 41 items and amounting to \$4395.70. It was ordered filed with the clerk and at the request of the chairman the Contractor agreed to furnish two additional copies. The original was then loaned to Architect Skillings, who was requested to make a detailed report at his earliest convenience, and a copy was furnished later to Superintendent Lee, from whom a list report was requested. It was then past 12 o'clock and a recess was taken for lunch.

Board reconvened at 2 P.M. with all members and the clerk present. Mr. Higginson offered the following resolution, which was adopted:-

Resolved, that this Board employ <sup>and</sup> that it hereby does employ O. M. Jenkins, until further orders of this Board, as temporary watchman at the Normal School Building, to guard and protect the same and do such work within and about the Building and upon the premises as may from time to time be required by this Board, and he shall at all times conform to such instructions and directions governing such service as may be given by this Board, and his compensation for such service is hereby fixed at the rate of \$35.<sup>00</sup> per calendar month, payable monthly in warrants upon the Normal School fund, it being understood and agreed that his service shall include every day in each and every month during the period of his employment."

On motion of Mr. Edens, Mr. Higginson was authorized and requested to provide for the use of the watchman such tools or other articles as may be required by him in the discharge of his duties, and also to have the broken glass in one of the windows of the north wing replaced, and more convenient and practical means of access to the fourth story provided, and report thereon to the Board.

On motion of Mr. Higginson the chairman was authorized and requested to go to Olympia and

and consult the Attorney-general, or his assistant, with reference to the proper interpretation of the contract of Wm. B. Dany with this Board, for the construction of the Normal School Building, as to the question of priority, if any, in the payment of orders made upon this Board by the contractor in favor of different individuals, and such other questions as are liable to arise in making a settlement, on the part of this Board, with the contractor under said contract, and make due report to the Board.

Vouchers were ordered certified to the State Auditor for the issuance of warrants in payment of claims allowed as follows:—

Voucher No. 62, favor of A. Lee, \$44.00, for 11 days service as Building Superintendent during December.

Voucher No. 63, favor of Skillings & Corner, \$500<sup>00</sup>, appropriate balance due for architect's plans, specifications and supervision. Voucher assigned to Jas. M. Corner.

Voucher No. 64, favor of Wm. B. Dany, \$1573.20, being 80 percent of 13<sup>1</sup>/<sub>2</sub> monthly estimate on building contract, less \$50 temporarily withheld until completion of electric wiring. Voucher assigned to Whetstone Falls Mill Co.

Adjourned. Record approved Jan. 30, 1897.

O. H. Cutler,

Clerk.

E. L. Hillier

Chairman.

Jan 30, 1897 Board met at 11 a.m., pursuant to call, with all members and the clerk present.

The minutes of the meetings of Dec. 7, Dec. 17, Dec. 22, Dec. 31 and Jan. 19 and Jan. 20 were read and approved. The chairman made a verbal report of his visit to Olympia and conference with Governor Rogers and Attorney-General Jones and his assistants and stated that he would file a written report with the clerk.

A voucher for \$16<sup>00</sup> covering his expenses was approved and ordered certified to the State Auditor for the issuance of a warrant.

A report from Supt. Lee referring to the electrical fixtures in the building was read and ordered filed.

Reports from Supervising Architect W. T. Skillings and Supt. Lee upon the matter of the claims

of Wm B. Dary for alleged "extras", as noted in the record of Jan. 20, were presented and ordered filed, they having been read by the members of the Board individually prior to the meeting. After a full discussion of the matter the entire claim was rejected except as to items numbered 12 to 15, both inclusive, and 25 to 27, both inclusive, covering additions or alterations ordered by the Board and coming properly within the provisions of the contract. As to these it was ordered that the compensation recommended by Supt. Bee as ample for the work done and material furnished be allowed, the said sum amounting in the aggregate to \$79.50, exclusive of the amounts named in items 25 to 27, previously adjusted and accepted by the contractor.

The clerk submitted the following statement of extras and deductions according to the record and the reports and orders of the supervising architect:

Statement.

Deductions accepted by the Contractor:-

Credit on excavation accounts	\$ 154.00	
Change of material, rear wall, basement	78.00	
Omitting portion plastering basement corridor	11.60	\$ 243.60

Deductions advised by Architect Skillings:-

For omitting tanks and connections	\$ 100.00	
Items as per final report Jan. 20, 1897	242.00	342.00

Extras ordered but not accepted by Contractor:-

Roofing ventilator hoods, architect's est.	\$ 17.00	
Excluding down pipes etc. " "	35.00	
Extra drain under concrete " "	20.00	

Extras ordered and accepted by Contractor:-

Extra drain in boiler room	13.00	
Extra stair valuster, 2 <sup>nd</sup> floor corridor	8.00	

Total unpaid extras passed upon by architect		93.00
Balance in favor of State, upon Architect's figures	\$ 492.60	

Vouchers were ordered certified to the State auditor for the issuance of warrants in payment of claims allowed, as follows:

Voucher no. 65, favor of Wm B. Dary, \$50.00, balance temporarily with-held from 13<sup>th</sup> estimate on building contract, as per record of Jan. 20.

Voucher no. 66, favor of Eli Skillings, \$16.00, Ex-

absence of trip to Olympia Athos; by furnishing copy of Contract and bond at Olympia for Attorney General, \$200.

Adjourned. Record approved March 18, 1897

O. K. Culver,

Clerk.

Eli Wilkin

Chairman

Feb. 4, 1897 - Board met pursuant to call with the Chairman, Mr. Biggison and the clerk present. The only business transacted was the allowance of the claim of J. M. Montague and W. S. Quinby "for additional electric wiring ordered by trustees, and for substituting a 32-call annunciator vs. for a 16-call designated in the contract."

Voucher No. 67 favor of J. M. Montague and W. S. Quinby, for \$90, covering above claim was ordered certified to the State Auditor for the issuance of a warrant.

Adjourned. Record approved March 18, 1897.

O. K. Culver,

Clerk.

Eli Wilkin

Chairman.

Feb. 10, 1897 - Board met at 3:45 p.m., pursuant to call of the Chairman, with all members and the clerk present.

On motion of Mr. Edeus the clerk was directed to notify Contractor Wm. B. Darcy in writing that the Board is now ready to pay out the balance due on the contract price of the Normal School building, under the provisions of said contract, upon Mr. Darcy making a satisfactory showing to the Board that "all just debts due all laborers and mechanics and material-men, and persons who shall supply or shall have supplied said contractor with material or goods of any kind upon said work, or in connection with the construction of said building, have been paid". The clerk was especially directed to retain a copy of the letter and mail copies to Mr. Darcy at Fairhaven and Olympia. (See letter book, page 82)

Voucher No. 68 favor of R. S. Morse, \$17.00, for furnishing and setting one pane glass and