

REPORT OF COMMISSIONERS

FOR THE

ERECTION OF BUILDINGS

FOR A

DEAF AND DUMB ASYLUM

AT COUNCIL BLUFFS,

TO THE

GOVERNOR OF THE STATE OF IOWA.

JANUARY, 1872.

DES MOINES:
G. W. EDWARDS, STATE PRINTER.
1872.

REPORT OF COMMISSIONERS

FOR THE ERECTION OF BUILDINGS FOR DEAF AND DUMB ASYLUM
AT COUNCIL BLUFFS.

To the Hon. Samuel Merrill, Governor of Iowa :

The commissioners for the erection of buildings for the Deaf and Dumb Asylum at Council Bluffs respectfully present a statement of the progress of the work on the buildings, and expenditures since our last report to you.

We submit herewith the report of the superintendent, who has had charge of the work since its commencement up to the present time. It will be seen from this report wherein the contractor, Wm. Craig, has failed to fulfill his contract and to complete the buildings at the time and in the manner he was required to do.

The buildings were partially occupied by the principal of the institution, and for the storage of furniture before the plastering was finished, under a promise from Mr. Craig that the whole building should be ready for the principal to open the term of school in the fall of 1870.

As soon as Mr Craig quit work on the building we were compelled to employ other parties to do such work as was absolutely necessary to make the building available and comfortable for school purposes.

By the terms of the contract the heating apparatus was to warm the building to a certain temperature in the coldest weather. It was soon ascertained that it failed to warm the building as it was agreed it should. The parties with whom Mr. Crai had contracted to furnish the heating apparatus, claimed that its failure was attributable

to the fact that the work to be done by Mr. Craig, was not in accordance with their plans.

In justice to the superintendent Mr. Ward, we would say that the work connected with the heating apparatus was entirely under the control and directions of the contractors for furnishing the same. They claimed this right, or declined to be responsible for its effectiveness.

As soon as the commissioners were advised of the failure of the contractor to finish the building according to his contract, we directed the superintendent to make no further estimates to him, as by the terms of his contract the sum of twenty-one thousand five hundred dollars was not to be paid to him, until the building was completed and ready for occupancy.

Upon the 11th of January, 1871, Mr. Craig presented to the commissioners the following account:

"CALEB BALDWIN, G. M. DODGE, AND THOS. OFFICERS:

GENTLEMEN:—I desire a settlement of my account for building Deaf and Dumb Asylum, as follows, to-wit:

To Asylum buildings, including out-buildings and alterations,..... \$151,822 30

CR.

By cash and acceptances,..... 115,957.21

Balance,..... \$35,865.09

W. R. CRAIG.

Council Bluffs, Jan. 11, 1871."

A meeting of the commissioners was had on the 3d day of February, 1871, to take into consideration Mr. Craig's claim, when the following resolutions were adopted:

Resolved, That Mr. Craig be requested to furnish the items upon which his bill of extra work is based.

WHEREAS, The Superintendent of the Deaf and Dumb Asylum having reported to the commissioners that the building is not completed, and that it is not in all its parts built in accordance with the specifications and contract. Therefore,

Resolved, That we decline to accept the building, or to pay any more money upon the estimates for the work until a final settlement is made in accordance with the provisions of the contract.

Resolved, That the Superintendent be instructed to make up the cost of the building, in detail, from the original plans, contracts, and specifications, fixing a proper price for each kind of work and material, and from this basis, when fixed, he shall make out a bill of all work and material saved by change of plan, on work, of every kind; also a bill upon the same basis, of all extra work and material rendered necessary from the change of plans, material, or work.

A copy of the action of the commissioners was, by the superintendent, forwarded to Mr. Craig.

In compliance with the request of the commissioners, Mr. Ward submitted a detailed statement of the cost of the buildings, from the original plans, and fixed a price for each kind of work and material, and from this basis, he made out a bill of all work saved by change of plans, and a bill upon the same basis, of all extra work and material rendered necessary from change of plans.

We ask your special attention to the calculations made by Mr. Ward. A copy thereof was submitted to Mr. Craig, and he has thus far failed to point out any errors in the same.

From this report you will perceive that the extra work and material furnished, exceeded that saved by the changes made, in the sum of \$2,433.27, which added to the amount of the contract price, would entitle Mr. Craig to the sum of \$123,933.27, provided the work had been finished as contemplated by the contract.

The carpenter work in the finishing of the building appearing to us to have been done in a careless and defective manner, we called upon three of our best mechanics, disinterested parties, and desired them to go through the whole building, and report to us what, in their opinion, was the difference in the value of the carpenter work done as it was, and the same work had it been done as required under the contract. The parties made a thorough examination of the building, and reported to us, in detail, wherein the work was defective, fixing the total amount of damage at \$4,312.00.

Assuming that the superintendent's calculation is correct, and that

the State has been damaged in the amount fixed, by reason of imperfect carpenter work, we find his account to be stated as follows:

Amount of contract.....	\$121,500.00
Value of extra work.....	2,433.27
	<hr/>
	\$123,933.27

To cash paid Craig by the State,.....	\$108,933.23
Craig's orders to pay Baker, Smith & Co., for heating apparatus,.....	6,864.00
Damages,	4,312.00—
	<hr/>
Leaving a balance due to him of.....	\$3,824.04

We have not considered it necessary to go into detail as to the failure of Mr. Craig upon other parts of the building, taking up but one branch of his work; but if Mr. Craig intends to force his claims upon us, or the State, it is proper it should be met by full claim of the State for damages on account of his failure to comply with his contract, as to time, material, and workmanship.

We were aware that he had taken the work at a very low price, and our disposition was, on account of his misfortune (becoming partially blind during the progress of the work), to aid him in every way consistent with our duties, and we are certain our acts towards him during the entire progress of the work will fully prove this.

There is yet undrawn from the State of the appropriations.....	\$15,143.93
Out of this there yet remains to be paid Baker, Smith & Co., on Craig's order, for heating apparatus, when they make it heat the building according to contract.....	\$6,844.00
Amount due Craig, less damages.....	3,824.04—
	<hr/>
Leaving unexpended.....	\$ 4,475.89

Suits have been instituted against Mr. Craig by his creditors, and garnishee notice served upon the commissioners, requiring them to

retain in their hands a far greater amount than can, in any event, be due him under his contract.

Mr. Craig has failed to comply with our request to furnish us with a detailed statement of the extra work and material furnished by him, so that we are wholly unadvised upon what basis he claims such a large sum for extras. He has, however, instituted suit, recently, in the District Court of Pottawattamie county, against the commissioners, (yourself included,) and, also, the Superintendent, claiming a judgment against each, individually, for the sum of (\$60,000) sixty thousand dollars.

It is claimed by Mr. Craig that we ordered so many changes in the plans of the building, that the original building as contracted for, was entirely abandoned; that the plans, as changed, increased the price to such an extent that the contract, as written, became void, as it made the building cost more than the amount appropriated by the Legislature, and that the commissioners having thus exceeded the legislative authority, became individually liable, and individually agreed to pay for work done by Mr. Craig in the erection of the building for the State. Without assuming to discuss the legal questions involved, we will merely state, that we never entered into any contract, written or verbal, nor did we even make such changes as would contemplate a greater expenditure of money than that appropriated by the State. In support of what we assert, we refer to the report of the Superintendent, and his calculations therein. Mr. Craig, after nearly a year's time, has never attempted to show a single error therein. By this it appears that the contract price and changes made do not place the cost of the building beyond the amount first appropriated.

All the changes ever made by the commissioners were made when you and Mr. Craig were both present, and fully reported by us to the last legislature. The State did not, by its legislative actions, treat the contract as void, nor did Mr. Craig, as long as he was permitted to draw money from the State thereunder.

We had hoped that the demurrer interposed to this petition would have been disposed of before this time. We have delayed our report to the last moment, hoping to be able to advise you of the decision

thereon, so that you could recommend such legislation as might be considered best to protect the commissioners, in case it was held that we would have to go to trial upon the allegations in Mr. Craig's petition.

The superintendent has stated in his report our reasons for declining to put in the kind of gas works named in the specifications. We became satisfied upon investigation, that they were not only inefficient, but dangerous. We directed permanent gas works to be built, and as they were built late in the season, there was some trouble about a breakage in the gas tank and the reservoir freezing; but we think this has all been remedied, and that the institution is now supplied with an excellent quantity of gas and at a reasonable cost.

It was soon ascertained after the building was occupied for school purposes, that the water from the cisterns was wholly insufficient to supply the institution.

To meet this important demand, the commissioners determined to furnish a supply of water from a stream that runs along the north and west side of the asylum grounds.

As it was late in the season, the ground being frozen when the pipes had to be laid, the work was somewhat more expensive than if it had been done at a more seasonable time. Through the influence of Gen. Dodge, we obtained one of the wind-mills, purchased by the U. P. R. R. Co., for their own use. The mill, frame, pump, and labor to set it up, being furnished us at cost price to the company. It has so far worked well, furnishing an ample supply of water in the tanks in the upper part of the building, with but very little cost.

In the rear of the buildings there is a very high bluff. The same power that forces the water from the creek into the tank in the top of the building, would throw water into a reservoir built upon the top of this bluff.

If a reservoir was so built, the water, by proper pipes, could be taken into any part of the building, and all over the top of the same if occasion should require it.

The tanks in the building, even when all filled, supply the demands for water but a short time, and in case of a breakage, or a few calm days occur, the supply is liable to be exhausted.

We would recommend that the State purchase one or two acres of ground on the top of this bluff, and construct a reservoir thereon, of sufficient capacity to hold an amount of water equal to the demands of the institution, at all times. The grounds and pipes would cost but a small amount. We have no estimate made as to the cost of the reservoir. We think, however, that the ample and steady supply of water for the use of and protection of the building against destruction by fire which this would give, would fully justify this expenditure.

It was deemed best by the committee authorized to purchase furniture for the institution, to purchase venetian or wooden blinds for the windows, as the cheapest kind of cloth, or paper blinds would cost about one-half as much as the wooden, and in a building used as this is would last only a short time. A large number of wardrobes and drawers was reported to us as absolutely necessary for the convenience of the pupils, each one requiring a place for his or her clothes. These we directed the superintendent to have built. The blinds, gas-fixtures, wardrobes, laundry, stoves, cupboards for the dining-room, fixtures in the store rooms, &c., have been put into the building, and paid for out of the building fund; amounting to about six thousand dollars (\$6,000,) which is properly chargeable to the furnishing account, but as the appropriation for that purpose was insufficient to pay for the above work, we directed the superintendent to estimate it so that it could be paid out of the building fund.

The whole of the land, 90 acres, is now enclosed and divided into fields. A county road having been located over the Asylum grounds it required an additional amount of fencing, grading and ditching. During the summer of 1870, we had 50 acres broken and cultivated, being planted in corn, potatoes, turnips, &c., cultivated by the hands employed in grading around the building.

After supplying the Institution with all the vegetables needed the balance was sold amounting to the sum of \$338.06, which sum is in the hands of the commissioners to be applied as the Legislature may direct.

It is proper for us to state that the building as now erected does not accommodate the number of pupils to the square feet of space

proportionate to that it would was the entire building completed as originally designed by the architect.

The Legislature directed the commissioners to build but the center or main building and one wing according to the plans as recommended by Messrs. Swartz & Delger, which contemplated the erection of the main building, two wings and cross sections and of sufficient capacity to accommodate at least two hundred pupils. In the main or center building are located the halls, offices, kitchen, store rooms, dining, teacher's, and school-rooms, and parlors, library, chapel, and halls, all built of the size designed by the architect for the original plan. We are advised by the trustees that there is not room enough in the present building to accommodate near the number of mutes that desire to be admitted, we therefore recommend the erection of the west wing which can be built at a cost of \$100,000.

We submit herewith a statement of the account of C. Baldwin, president of the board of commissioners showing the amount received from the State since our last report to the Legislature and vouchers number 34 to 82 inclusive, showing to whom the money received had been paid. The originals are filed in the office of the Auditor of States required by law.

C. BALDWIN,
THOS. OFFICER,
G. M. DODGE.
Commissioners.

C. BALDWIN, *President of the Commissioners of the Deaf and Dumb Asylum at Council Bluffs, in account with the State of Iowa.*

1870.

DR.

March 30.	Auditor's warrant.....	\$ 400 00
April 29.	Auditor's warrant.....	500 00
May 18.	Auditor's warrant.....	500 00
June 12.	Auditor's warrant.....	800 00
July 2.	Auditor's warrant.....	5210 00
8.	Auditor's warrant.....	1697 19

No. 14.]

ON BUILDINGS AT COUNCIL BLUFFS.

11

July 12.	Auditor's warrant.....	\$ 467 04
29.	Auditor's warrant.....	8761 17
Aug. 6.	Auditor's warrant.....	800 00
26.	Auditor's warrant.....	2956 16
Sept. 10.	Auditor's warrant.....	4387 84
16.	Auditor's warrant.....	3511 88
23.	Auditor's warrant.....	430 80
29.	Auditor's warrant.....	7249 00
Oct. 4.	Auditor's warrant.....	600 00
11.	Auditor's warrant.....	3432 05
Nov. 5.	Auditor's warrant.....	3125 00
11.	Auditor's warrant.....	2000 00
25.	Auditor's warrant.....	5500 00
Dec. 5.	Auditor's warrant.....	1500 00
6.	Auditor's warrant.....	951 47
12.	Auditor's warrant.....	460 50
14.	Auditor's warrant.....	1300 00
19.	Auditor's warrant.....	1793 21
29.	Auditor's warrant.....	1500 00
Jan. 3.	Auditor's warrant.....	941 87
10.	Auditor's warrant.....	1930 11
28.	Auditor's warrant.....	604 00
Feb. 4.	Auditor's warrant.....	705 52
March 20.	Auditor's warrant.....	400 00
May 2.	Auditor's warrant.....	800 00
June 17.	Auditor's warrant.....	500 00
Oct. 2.	Auditor's warrant.....	225 00
Nov. 7.	Auditor's warrant.....	600 00
14.	Auditor's warrant.....	600 00
		577 50
		100 00

\$67617 31

Vouchers—Cr.

1870		
No. 34.	April 2, W. Ward, six quarter's salary....	\$ 400 00
No. 35.	May 21, Wm. Pool, 1st est.....	300 00
No. 36.	May 21, " " 2d est.....	500 00

No. 37.	June 25, W. Ward, 7 qrs. salary, \$400 }	
No. 38.	June 25, Wm. Pool's 3d estimate 400 }	\$ 800 00
No. 39.	July 6, W. R. Craig's 16th estimate.....	4610 00
No. 40.	July 18, Wm. Pool's 4th estimate	600 00
No. 41.	June 11th, W. R. Craig's 15th estimate.....	1697 19
No. 42.	Aug. 8, J. H. Lewis.	467 04
No. 43.	Aug. 2, W. R. Craig's 17th estimate.....	8161 17
No. 44.	July, 30, Wm. Pool's 5th estimate	600 00
No. 45.	Aug. 8, Jos. Bodurtha's 1st estimate.....	800 00
No. 46.	Aug. 20, W. R. Craig's 18th estimate.....	2456 16
No. 47.	Aug. 20, Wm. Pool's 6th estimate.....	500 00
No. 48.	Sept. 13, W. R. Craig's 19th estimate.....	4387 84
No. 49.	Sept. 19, W. R. Craig's 20th estimate.....	3111 88
No. 50.	Sept. 17, W. Ward, 8 quarters salary.....	400 00
No. 51.	Oct. 11, Jas. Bodurtha's 2d estimate.....	430 80
No. 52.	Oct 1, W. R. Craig's 21st estimate.....	7249 00
No. 53.	Oct. 17, Wm. Pool's 7th estimate	600 00
No. 54.	Oct. 11, W. R. Craig's 22d estimate.....	3432 05
No. 55.	Nov. 2, Jas. Bodurtha's 3d estimate	1200 00
No. 56.	Nov. 2, Mitchell & Rammelsberg's 1st est ..	1600 00
No. 57.	Nov. 2, Van & Simonds' 1st estimate	325 00
No. 58.	Nov. 10, W. R. Craig's 23d estimate.....	2000 00
No. 59.	Nov. 23, A. E. Swift & Co.'s estimate ..	4000 00
No. 60.	Dec. 23, Wm. Pool, 8th est.....	1500 00
No. 61.	Dec. 5, Jas Bodurtha, 4th est.....	1500 00
No. 62.	Dec. 5, A. E. Swift & Co., est.....	951 47
No. 63.	Dec. 8, Mitchell & Rammelberg 2d est. ..	460 50
No. 64.	Dec. 13, Jas. Borduthy, 5th est	1300 00
No. 65.	Dec. 8, W. R. Craig	822 21
No. 66.	Dec. 17, W. R. Craig	571 00
No. 67.	Dec. 17, Wm. Wara.....	400 00
No. 68.	Dec. 23, Jas. Bodurtha, 6th est.....	500 00
No. 69.	Dec. 23, Wm. Pool, 9th est.....	1600 00
1871.		
No. 70.	Jan. 2, U. P. R. R. Co.....	941 87
No. 71.	Jan. 29, Swift & Co	1930 11
No. 72.	Jan. 26, Thos. Humphrey's.....	356 50

No. 73.	Jan. 26, J. B. Rue & Co.....	\$ 247 50
No. 74.	Feb. 4, W. J. Young.....	706 52
No. 75.	March 16, Ward.....	400 00
No. 76.	May 1, J. Bodurtha	800 00
No. 77.	June 16, Jos. Sandel	500 00
No. 78.	Sept. 17, Ward.....	225 00
No. 79.	Nov. 1, Jas Bodurtha.....	600 00
No. 80.	Nov. 13, John Hammer.....	600 00
No. 81.	Dec. 14, Jas. Bodurtha	577 50
No. 82.	Dec. 15, Ward.....	100 00
		<hr/>
		\$67,617 41

COUNCIL BLUFFS, IOWA, Dec. 16, 1871.

To the Commissioners for the Iowa State buildings for the Deaf and Dumb :

GENTLEMEN:—I submit the following report of progress of work upon the asylum buildings during the years of 1870 and 1871 :

Work was resumed about April 1, 1870 and continued by the contractor until November 30 of the same year, at which time it was so far completed as to be occupied.

The contractor claimed that he had completed his contract, and presented a bill " To Asylum buildings, including out-buildings and alterations, \$151,822.30."

This bill was referred to me by the commissioners and by me reported back to them.

The work was not in a condition to be received. Much of the interior finish was done in a slovenly and evasive manner, and the heating apparatus did not warm the rooms to the temperature required in the contract.

After carefully measuring the work and preparing the full and detailed estimate hereto attached, I find the account as follows :

Amount of contract.....	\$121500 00
Work done by the contractor.....	123933 37½
Amount paid to contractor.....	108993 23

* This estimate (too long for publication), and a copy of the plans to which they refer, I placed on file in the office of the Secretary of State.

There is therefore due the contractor less deductions for imperfect work the sum of \$14,940.04 $\frac{1}{2}$.

After the contractor withdrew his force of workmen much was necessary to be done to render the buildings convenient and comfortable for the pupils, these conveniences to a great extent have been supplied.

Immediately upon occupying the buildings water had to be supplied from the creek half a mile distant. To accomplish this the windmill was set up and pipes laid to the tanks on top of the wing, cisterns, and gas holder.

The gas machine called for in the specification was found to be inefficient and unreliable, therefore the erection of permanent works was decided upon and put up.

The wardrobes, the fitting-up of the dining-room, kitchen, pantry, linen room, and drying room, the raising of the chapel floor, the outbuildings, and much other work was necessary in the various departments to render them efficient.

The estimates since last report are as follows:

Estimates to W. R. Craig, on building.....	\$38498 61
Estimates to Wm. Pool, on grounds.....	6000 00
Estimates to Jas. Bodurtha, carpenter work and material.....	6477 50
Estimates to Jas. Bodurtha, fencing.....	1230 80
A. E. Swift & Co., for gas works.....	4000 00
“ “ “ for gas fixtures and connections.....	1930 00
“ “ “ for water pipes.....	951 47
Union Pacific R. R. Co., for windmill.....	941 87
Mitchell & Rammelsberg, for blinds.....	2060 50
Young & Hammer, for lumber.....	705 52
Thos. Humphreys, for plumbing.....	356 50
Jos. Sandal, work on grounds.....	500 00
Van & Simonds, laundry stoves.....	325 00
J. B. Rue, rubber strips on windows.....	247 50
J. H. Lewis, straightening creek.....	467 04
W. Ward, salary as Superintendent.....	2325 00
J. Hammer, work on air ducts (*on Craig's order).....	600 00

\$67617 42

* Mr. Craig gave Baker, Smith & Co., (sub-contractors for heating), an order on the Commissioners, authorizing them to pay directly for the heating apparatus, whenever it would be due to himself under the contract.

WORK SAVED BY CHANGE OF ORIGINAL PLANS.

Concrete.....	\$ 2948 00
Cut Stone.....	2986 60 $\frac{1}{2}$
Extra price of Milwaukee brick above common.....	4650 00
Terra Cotta ornaments.....	170 00
Plastering.....	1039 40
Heating apparatus, (less cubic feet to warm).....	772 57
Gas machine.....	1.00 00
Glazing.....	205 607
	<hr/>
	\$13972 17 $\frac{1}{2}$

EXTRA WORK RENDERED NECESSARY BY CHANGE OF PLAN.

Excavation.....	\$ 122 95
Rubble stone work.....	5738 50
Dimension stone (price above rubble)..	1290 00
Brickwork.....	3732 40
Carpenter work.....	3270 86
Tin work.....	81 74
Wrought and cast iron.....	502 29
Sundries.....	1666 71
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	\$16,405 45

To the Hon. Samuel Merrill, Governor of Iowa:

The undersigned, appointed by an act of the Legislature, approved, April 7th, 1870, to purchase furniture for the Deaf and Dumb Asylum building at Council Bluffs, Iowa, respectfully report that the commissioners authorized C. Baldwin and Benj. Talbot to ascertain the amount and kind of furniture needed for the institution, and to purchase the same to the best advantage they could for the interests of the State. This they have done, and we submit herewith a statement of the account, showing the expenditures, &c.:

C. BALDWIN, *President of the Board of Commissioners, in account with the State of Iowa.*

FURNISHING ACCOUNT.

To cash \$12000 00

OR.—BY CASH.

Voucher 1.	Mitchell & Rammelsberg's Furniture Co	\$ 5775 56
" 2.	Allen & Mackey	1000 00
" 3.	McNeale & Urban	170 00
" 4.	Goodkind & Meinheimer ..	742 15
" 5.	Bancroft & Co	459 24
" 6.	Benj. Talbot	106 55
" 7.	A. E. Roberts & Co	519 00
" 8.	Allen & Mackey	553 48
" 9.	L. Robinson, Sec'y	433 25
" 10.	Freight to Talbot	464 83
" 11.	Receipts for freight	437 52
" 12.	John Chase	170 00
" 13.	J. B. Rue & Co	332 85
" 14.	Telegraph	5 30
" 15.	J. Bodurtha	157 92
" 16.	Benj. Talbot	28 10
" 17.	Officer & Pusey	2 75
" 18.	C. Baldwin	641 00
" 19.	Expressage	50

12000 00 \$12000 00

The vouchers are all on file in the office of the Auditor of State.

C. BALDWIN,
BENJ. TALBOT,
G. M. DODGE,
THOS. OFFICER,
Commissioners.

SIXTH BIENNIAL REPORT

OF THE

TRUSTEES, SUPERINTENDENT, AND TREASURER

OF THE

HOSPITAL FOR THE INSANE,

AT

MOUNT PLEASANT, IOWA.

FOR THE FISCAL YEARS OF 1870 AND 1871.

DES MOINES:

G. W. EDWARDS, STATE PRINTER.
1872.