Board of Trustees Meeting Minutes 1913-02-06

Bowling Green State University

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Meeting of the Trustees of the Bowling Green State Normal College at Boody House, Toledo, Ohio, Feb. 6th, 1913, at 5 P. M.

Meeting called to order by President J. E. Collins.

Members present, Begg, McDonel, Collins and Brown. President H. B. Williams was present.

Samples of brick were submitted by various representatives of brick manufacturers.

Moved by Begg and seconded by McDonel that we select Shade 35 Hydraulic Press Brick Co., of Cleveland, Ohio. Shape, standard Ohio Ironspot for the Administration Building at Bowling Green, Ohio, at sixteen ($16.00) dollars per thousand F. O. B. at Bowling Green, Ohio. Roll call,- Begg yes,- McDonel yes,- Collins yes,- Brown yes,- Nays, None. Carried.

Moved by McDonel and seconded by Begg that we select Shade 4 Hydraulic Press Brick Co., of Cleveland, Ohio. Shape one hundred (100) make C, for inside walls basement for the Administration Building at Bowling Green, Ohio, at twelve ($12.00) dollars per thousand F. O. B. at Bowling Green, Ohio. Roll call,- Begg yes,- McDonel yes,- Collins yes,- Brown yes.- Nays, None. Carried.

The following letter was submitted by the Hydraulic Press Brick Company of Cleveland, Ohio, through their agent, John F. McKay.

Hydraulic Press Brick Company
952 Ohio Building

Toledo, Ohio February 6th, 1913.

Board of Trustees,
Bowling Green Normal Collage,
Bowling Green, Ohio.

Gentlemen:-

The purpose of this letter is to guarantee the following facts relative to the quality and service of the brick which we have submitted for your consideration for your proposed new State Normal College and this letter is to act as an agreement in the event of your placing your order with us.

Ohio Ironspots (All shades)

We hereby guarantee that the price which we have named you i.e. ($16.00) Sixteen dollars per thousand F. O. B. Bowling Green, Ohio, is to apply not only on the present building about to be erected, but it is our understanding that this price shall be guaranteed for all future buildings as they may be built from time to time and in no case shall we serve other than first quality brick for your work at this price.

We guarantee that all brick are to be mechanically perfect and according to sample and in the event of their not being so they are to be rejected at the expense of the Hydraulic-Press Brick Company by your Board of Trustees and immediately replaced without expense to your Board or Contractor.

We agree to furnish future building of an exact match to the one now in consideration and should it be that we did not have any of this particular color in stock at the time they were required we will burn a special kiln or kilns to supply your wants and deliver the brick to your site on the time required to proceed with the work without delay to yourselves or contractors.

We further guarantee that these bricks will not under any natural conditions effloresce and will replace any brick that do free of cost.

We guarantee that these brick (O#4) as per samples submitted will be mechanically perfect and if they are not so that we are to replace them immediately at our expense.

The price named i.e. Twelve dollars ($12.00) per thousand F. O. B. Bowling Green, Ohio, is for consideration on the present proposed building only as we can not guarantee this price on future work due to our not being sure of having a stock on hand at the time which you may require them, but we do guarantee that if we do have them that the price will be the same or we will endeavor to match them up in the closest possible manner and name you our very best prices on such brick at that time.
Trusting that this letter will answer and meet all of your requests and questions, we remain,

Yours very truly,
Hydraulic-Press Brick Co,
John P. McKay
Sales Department.

There being no further business before the Board it was moved by Begg and seconded by Brown that we adjourn. Carried.

Board adjourned.

[Signatures]

Pres.
Sec.
CONTRACT.

This Agreement, made and entered into this 20th day of Jany, 1913, by and between THE STEINLE CONSTRUCTION COMPANY of Fremont, Ohio, party of the first part (hereinafter designated as contractor); and J. E. Collins, John Begg, D. C. Frown, D. T. Davis and J. D. McDonel, as TRUSTEES of THE BOWLING GREEN STATE NORMAL COLLEGE of Ohio, party of the second part (hereinafter designated as owner.)

WITNESSETH, That the said contractor in consideration of the fulfillment of the agreement herein made by the owner, agrees with the said owner as follows:

Article 1. The contractor under the direction and to the satisfaction of such Superintendent of said work as may be in charge thereof under designation of the Architects Howard & Merriam, Architects, acting for the purpose of this contract as agent of said owner, shall and will provide all material and perform all work mentioned in the specifications or shown on the drawings as prepared by said architect, for the construction and completion of The Normal School Building at Bowling Green, Ohio, in compliance with the drawings and specifications on file in the office of the AUDITOR OF STATE at Columbus, Ohio, as the same are after the exercise of certain options provided for in said specifications, which options were exercised by the owner as follows: Options One (1), Two (2), Seven (7), Nine (9), Thirteen (13), eighteen (18), nineteen (19) and twenty (20). Said drawings and specifications which are on file as aforesaid are made part of this contract as if heretofore physically attached and the words “drawings and specifications” where hereinafter used refer to said drawings and specifications as the same are after the exercise of the options aforesaid. This contract, however, not to include plumbing, gas fitting, sewerage, heating or ventilating, bids for which were separately received and awarded.

These drawings and specifications are identified by the file in the office of the Auditor of State.

Art. 2. The architect shall furnish the contractor such further drawings or explanations as may be necessary to detail and illustrate the work to be done and the contractor shall conform to the same as a part of the contract as far as they may be consistent with the original drawings and specifications referred to and identified as provided in Article 1. It is mutually understood and agreed that all drawings and specifications are and remain the property of the state.

Art. 3. No alterations shall be made in the work shown or described by the drawings and specifications, except upon the written order of the architect, and when so made, the value of the work added or omitted shall be computed by the architect and the amount so ascertained shall be added to or deducted from the contract price.

Art. 4. The contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the architect or his authorized representative. He shall, within twenty-four hours after receiving written notice from the architect to that effect, remove from the grounds or buildings, all materials condemned by him, whether worked or unworked, and to take down all portion of the work which the architect shall by like written notice condemn as unsound, improper or as in any way failing to conform to the drawings and specifications.

Art. 5. Should the contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality, or fail in any respect to
prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, the owner shall be at liberty after five days written notice to the contractor, to provide any such labor or material, and to deduct the cost thereof from any money then due or thereafter to become due the contractor under this contract; and if the architect shall certify that such refusal, neglect or failure is sufficient grounds for such action, the owner shall be at liberty to terminate the employment of the contractor for said work, and to enter upon the premises and take possession, for the purpose of completing the work comprehended under this contract, of all tools, materials and appliances thereon, and to employ any other person or persons to finish the work, and to provide the material therefor.

And in case of such discontinuance of the employment of the contractor, he shall not be entitled to receive any further payment under this contract until the said work shall be wholly completed, at which time if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the owner in finishing the work, such excess shall be paid to the contractor by the owner, but if such expense shall exceed the unpaid balance, the contractor shall pay the difference to the owner. The expense incurred by the owner as herein provided, either for furnishing material or for finishing the work, and any damage incurred through such default, shall be audited and certified by the architect, whose certificate thereof shall be conclusive upon the parties.

Art. 6. The contractor is to complete all work contemplated under this contract by August 1st, 1914.

Upon failure to have all work fully completed by the date above mentioned the contractor shall forfeit and pay or cause to be paid to the owner, the sum of fifteen dollars ($15) per day for each and every day thereafter the said work remains in an unfinished condition, for and as liquidated damages, and to be deducted from any payments due or to become due to said contractor.

Art. 7. Should the contractor be obstructed or delayed in the prosecution or completion of his work by any act, neglect, delay or default of the owner or the architect, or of any other contractor employed by the owner upon the work, or by any damage which may happen by fire, lightning, earthquake or cyclone, or the abandonment of the work by the employees through no fault of the contractor, then the time herein fixed for the completion of the work shall be extended for a period of time equal to the time lost by reason of any or all of the causes aforesaid, but no set allowance shall be made unless a claim therefor is presented in writing to the architect within twenty-four hours of the occurrence of such delay. The duration of such extension shall be certified by the architect.

Art. 8. The owner agrees to provide all labor and material not included in this contract in such manner as not to delay the material progress of the work, and in event of failure so to do, thereby causing loss to the contractor, agrees that he will reimburse the contractor for such loss; the contractor agrees that if he shall delay the material progress of the work, so as to cause any damage for which the owner shall become liable, as above stated, then he shall make good to the owner any such damage.

Art. 9. It is hereby mutually agreed between the parties hereto that the sum to be paid by the owner to the contractor for said work and material shall be One hundred and thirty-four thousand four hundred and twenty-seven ($134,427.00) dollars subject to additions and deductions as hereinbefore provided, and that such sum shall be paid in current funds by the owner to the contractor in installments as follows:
Upon estimates issued by the architect about once a month as long as the work progresses. Said estimates to call for payments in accordance with the state law governing public buildings, provided, however, that nothing in this contract shall be construed to create an obligation or incur a liability against the state in excess of the appropriation made for The Bowling Green Normal College during the years of 1911 payments shall be made on all suitable materials furnished and delivered at the building site less fifty per cent; provided, always, that all material delivered on the grounds and on which estimates have been bases, is to become the property of the state and shall not be removed from the premises; the said fifty per cent to be reserved until said material is in place in the building; and also payments on the material and work in place less five per cent to be retained until the building shall have been completed and accepted by the party of the second part. The final payment shall be made within thirty days after the fulfillment of this contract. All payments shall be made upon written certificates of the architect to the effect that such payments are due.

If at any time there should be any evidence of any lien or claim for which, if established, the owner of the said premises might become liable and which is chargeable to the contractor, the owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify him against such claim or lien. Should there prove to be any such claim after all payments are made, the contractor shall refund to the owner all monies that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the contractor's default.

Art. 10. It is further mutually agreed between the parties hereto that not any certificate given in payment under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and no payment shall be construed to be the acceptance of defective work or improper materials.

Art. 11. The contractor during the progress of the work shall maintain full insurance in his own name against loss or damage by fire and the policy shall cover all work incorporated in the buildings and all materials for same in or about the premises and shall be made payable to the parties hereto as their interest may appear.

Art. 12. The said parties for themselves, their heirs, executors, administrators and assigns do hereby agree to the full performance of the covenants herein contained.

In Witness Whereof, The parties to these presents have hereunto set their hands and seals the day and year first above written.

The Steinle Cons. Co., Contractor.

By Carl F. Steinle, Secy & Gen. Mgr.

J. E. Collins, Pres.

Trustees Bowling Green State Normal College.

John Begg

D. C. Brown, Sec.

D. T. Davis, Treas.

J. D. McDonel.

This contract is in compliance with law.

Timothy S. Hogan, Attorney General.

March 18, 1913.
This Agreement, made and entered into this 30th day of January, 1913, by and between THE HUFFMAN-COMKLIN COMPANY of Columbus, Ohio, party of the first part (hereinafter designated as contractor; and J. E. Collins, John Begg, D.C. Brown, D. T. Davis and J. D. McPhee, as TRUSTEES OF THE BOWLING GREEN STATE NORMAL COLLEGE of Ohio, party of the second part (hereinafter designated as owner).

Witnesseth, That the said contractor in consideration of the fulfillment of the agreement herein made by the owner, agrees with the said owner, as follows:

Article 1. The contractor under the direction and to the satisfaction of such Superintendent of said work as may be in charge thereof under designation of the Architects Howard & Merrick, Architects, acting for the purpose of this contract as agent of said owner, shall and will provide all material and perform all work mentioned in the specifications or shown on the drawings as prepared by said architect, for the construction and completion of the roughing in of the plumbing and gas fitting and vacuum cleaning system, and construction and completion of the sewerage system complete of the Normal school building at Bowling Green, Ohio, to be erected by the Owner.

These drawings and specifications are identified by the file in the office of the Auditor of State.

Art. 2. The architect shall furnish the contractor such further drawings and specifications as may be necessary to detail and illustrate the work to be done and the contractor shall conform to the same as a part of the contract so far as they may be consistent with the original drawings and specifications referred to and identified as provided in Article 1. It is mutually understood and agreed that all drawings and specifications are and remain the property of the state.

Art. 3. No alterations shall be made in the work shown or described by the drawings and specifications, except upon the written order of the architect, and when so made, the value of the work added or omitted shall be computed by the architect and the amount so ascertained shall be added to or deducted from the contract price.

Art. 4. The contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the architect or his authorized representative. He shall, within twenty-four hours after receiving written notice from the architect to that effect, remove from the grounds or buildings, all materials condemned by him, whether worked or unworked, and to take down all portion of the work which the architect shall by like written notice condemn as unsound, improper or as in any way failing to conform to the drawings and specifications.

Art. 5. Should the contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, the owner shall be at liberty after five days written notice to the contractor, to provide any such labor or material, and to deduct the cost thereof from any money then due or thereafter to become due the contractor under this contract; and if the architect shall certify that such refusal, neglect or failure is sufficient grounds for such action, the owner
shall be at liberty to terminate the employment of the contractor for said work, and to enter
upon the premises and take possession, for the purpose of completing the work comprehended
under this contract, of all tools, materials and appliances thereon, and to employ any other
person or persons to finish the work, and to provide the material therefor.

And in case of such discontinuance of the employment of the contractor, he shall not be
entitled to receive any further payment under this contract until the said work shall be wholly
completed, at which time if the unpaid balance of the amount to be paid under this contract
shall exceed the expense incurred by the owner in finishing the work, such excess shall be paid
to the contractor by the owner, but if such expense shall exceed the unpaid balance, the con-
tractor shall pay the difference to the owner. The expense incurred by the owner as herein
provided, either for furnishing materials or for finishing the work, and any damage incurred
through such default, shall be audited and certified by the architect, whose certificate thereof
shall be conclusive upon the parties.

Art. 6. The contractor is to complete all work contemplated under this contract by August
19, 1914.

Upon failure to have all work fully completed by the date above mentioned the contractor
shall forfeit and pay or cause to be paid to the owner, the sum of fifteen dollars ($15) per
day for each and every day thereafter the said work remains in an unfinished condition, for and
as liquidated damages, and to be deducted from any payments due or to become due to said
contractor.

Art. 7. Should the contractor be obstructed or delayed in the prosecution or completion
of his work by any act, neglect, delay or default of the owner or the architect, or of any
other contractor employed by the owner upon the work, or by any damage which may happen by fire,
lightning, earthquake or cyclone, or the abandonment of the work by the employees through no
default of the contractor, then the time herein fixed for the completion of the work shall be ex-
tended for a period of time equal to the time lost by reason of any or all of the causes afore-
said, but no set allowance shall be made unless a claim therefor is presented in writing to the
architect within twenty four hours of the occurrence of such delay. The duration of such ex-
tension shall be certified by the architect.

Art. 8. The owner agrees to provide all labor and material not included in this contract
in such manner as not to delay the material progress of the work, and in event of failure so
to do, thereby causing loss to the contractor, agrees that he will reimburse the contractor
for such loss; the contractor agrees that if he shall delay the material progress of the work,
so as to cause any damage for which the owner shall become liable, as above stated, then he
shall make good to the owner any such damage.

Art. 9. It is hereby mutually agreed between the parties hereto that the sum to be paid
by the owner to the contractor for said work and material shall be Two thousand one hundred and
sixty ($2,160.00) dollars subject to additions and deductions as hereinbefore provided, and
that such sum shall be paid in current funds by the owner to the contractor in installments
as follows:

Upon estimates issued by the architect about once a month as long as the work progresses.
Said estimates to call for payments in accordance with the state law governing public buildings,
provided, however, that nothing in this contract shall be construed to create an obligation or
incur a liability against the state in excess of the appropriation made for The Bowling Green Normal College during the years of 1911 payments shall be made on all suitable materials furnished and delivered at the building site less fifty per cent; provided, always, that all material delivered on the grounds and on which estimates have been based, is to become the property of the state and shall not be removed from the premises; that said fifty per cent to be reserved until said material is in place in the building; and also payments on the material and work in place less five per cent to be retained until the building shall have been completed and accepted by the party of the second part. The final payment shall be made within thirty days after the fulfillment of this contract. All payments shall be made upon written certificates of the architect to the effect that such payments are due.

If at any time there should be any evidence of any lien or claim for which, if established, the owner of the said premises might become liable and which is chargeable to the contractor, the owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify him against such claim or lien. Should there prove to be any such claim after all payments are made, the contractor shall refund to the owner all monies that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the contractor's default.

Art. 10. It is further agreed between the parties hereto that not any certificate given in payment under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and no payment shall be construed to be the acceptance of defective work or improper materials.

Art. 11. The contractor during the progress of the work shall maintain full insurance in his own name against loss or damage by fire and the policy shall cover all work incorporated in the buildings and all materials for same in or about the premises and shall be made payable to the parties hereto as their interest may appear.

Art. 12. The said parties for themselves, their heirs, executors, administrators and assigns do hereby agree to the full performance of the covenants herein contained.

In Witness Whereof, The parties to these presents have hereunto set their hands and seals the day and year first above written.

(The Seal)

The Huffman-Conklin Co., Contractor.

By A. G. M. Huffman, Pres.

## J. E. Collins, Trustees Bowling Green State Normal College.

## John Begg, D. C. Brown, D. T. Davis, Treas.

## P. C. Brown, Sec. D. T. Davis, Treas.

## J. P. McPonel.

This contract is in compliance with law.

Timothy S. Kogan, Attorney General.

March 18, 1913.
CONTRACT.

This Agreement, made and entered into this 30th day of January, 1913, by and between THE
BRYCE HEATING & VENTILATING COMPANY of Toledo, Ohio, party of the first part (hereinafter des-
ignated as contractor); and J. E. Collins, John Begg, D. C. Brown, D. T. Davis, and J. D.
McDonel, as TRUSTEES OF THE BOWLING GREEN STATE NORMAL COLLEGE of Ohio, party of the second
part (hereinafter designated as owner).

Witnesseth, That the said contractor in consideration of the fulfillment of the agreement
herein made by the owner, agrees with the said owner, as follows:

Article 1. The contractor under the direction and to the satisfaction of such Superintend-
ent of said work as may be in charge thereof under designation of the Architects, Howard &
Merriam, Architects, acting for the purpose of this contract as agent of said owner, shall and
will provide all material and perform all work mentioned in the specifications or shown on the
drawings as prepared by said architects, for the construction and completion of the roughing in
of the heating and ventilating system of the Normal School Building at Bowling Green, Ohio, to
be erected by the Owner.

These drawings and specifications are identified by the file in the office of the Auditor
of State.

Art. 2. The architect shall furnish the contractor such further drawings or explanations
as may be necessary to detail and illustrate the work to be done and the contractor shall con-
form to the same as a part of the contract so far as they may be consistent with the original
drawings and specifications referred to and identified as provided in Article 1. It is mutually
understood and agreed that all drawings and specifications are and remain the property of the
state.

Art. 3. No alterations shall be made in the work shown or described by the drawings and
specifications, except upon the written order of the architect, and when so made, the value of
the work added or omitted shall be computed by the architect and the amount so ascertained shall
be added to or deducted from the contract price.

Art. 4. The contractor shall provide sufficient, safe and proper facilities at all times
for the inspection of the work by the architect or his authorized representative. He shall,
within twenty-four hours after receiving written notice from the architect to that effect,remove from the grounds or buildings, all material condemned by him, whether worked or unworked,and to take down all portion of the work which the architect shall by like written notice con-
demn as unsound, improper or as in any way failing to conform to the drawings and specifications.

Art. 5. Should the contractor at any time refuse or neglect to supply a sufficiency of
properly skilled workmen, or of materials of the proper quality, or fail in any respect to
prosecute the work with promptness and diligence, or fail in the performance of any of the
agreements herein contained, the owner shall be at liberty after five days written notice to the
contractor, to provide any such labor or material, and to deduct the cost thereof from any
money then due or thereafter to become due the contractor under this contract; and if the
architect shall certify that such refusal, neglect or failure is sufficient grounds for such
action, the owner shall be at liberty to terminate the employment of the contractor for said
work, and to enter upon the premises and take possession, for the purpose of completing the
work comprehended under this contract, of all tools, materials and appliances thereon, and to employ any other person or persons to finish the work, and to provide the material therefor.

And in case of such discontinuance of the employment of the contractor, he shall not be entitled to receive any further payment under this contract until the said work shall be wholly completed, at which time if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the owner in finishing the work, such excess shall be paid to the contractor by the owner, but if such expense shall exceed the unpaid balance, the contractor shall pay the difference to the owner. The expense incurred by the owner as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the architect, whose certificate thereof shall be conclusive upon the parties.

Art. 6. The contractor is to complete all work contemplated under this contract by August 1, 1914.

Upon failure to have all work fully completed by the date above mentioned the contractor shall forfeit and pay or cause to be paid to the owner, the sum of fifteen dollars ($15) per day for each and every day thereafter the said work remains in an unfinished condition, for and as liquidated damages, and to be deducted from any payments due or to become due to said contractor.

Art. 7. Should the contractor be obstructed or delayed in the prosecution or completion of his work by any act, neglect or default of the owner or the architect, or of any other contractor employed by the owner upon the work, or by any damage which may happen by fire, lightning, earthquake or cyclone, or the abandonment of the work by the employees through no fault of the contractor, then the time herein fixed for the completion of the work shall be extended for a period of time equal to the time lost by reason of any or all of the causes aforesaid, but no set allowance shall be made unless a claim therefor is presented in writing to the architect within twenty four hours of the occurrence of such delay. The duration of such extension shall be certified by the architect.

Art. 8. The owner agrees to provide all labor and material not included in this contract in such manner as not to delay the material progress of the work, and in event of failure so to do, thereby causing loss to the contractor, agrees that he will reimburse the contractor for such loss; the contractor agrees that if he shall delay the material progress of the work, as to cause any damage for which the owner shall become liable, as above stated, then he shall make good to the owner any such damage.

Art. 9. It is hereby mutually agreed between the parties hereto that the sum to be paid by the owner to the contractor for said work and material shall be Two thousand five hundred and twenty-five ($2,525.00) dollars, subject to additions and deductions as hereinafter provided, and that such sum shall be paid in current funds by the owner to the contractor in installments as follows:

Upon estimates issued by the architect about once a month as long as the work progresses. Said estimates to call for payments in accordance with the state law governing public buildings, provided, however, that nothing in this contract shall be construed to create an obligation or incur a liability against the state in excess of the appropriation made for The Bowling Green Normal College during the years of 1911 payments shall be made on all suitable materials furnished and delivered at the building site less fifty per cent; provided always, that all
material delivered on the grounds and on which estimates have been based, is to become the property of the state and shall not be removed from the premises; the said fifty per cent to be reserved until said material is in place in the building; and also payments on the material and work in place less five per cent to be retained until the building shall have been completed and accepted by the party of the second part. The final payment shall be made within thirty days after the fulfillment of this contract. All payments shall be made upon written certificates of the architect to the effect that such payments are due.

If at any time there should be any evidence of any lien or claim for which, if established, the owner of the said premises might become liable and which is chargeable to the contractor, the owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify him against such claim or lien. Should there prove to be any such claim after all payments are made, the contractor shall refund to the owner all monies that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the contractor’s default.

Art. 10. It is further mutually agreed between the parties hereto that not any certificate given in payment under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and no payment shall be construed to be the acceptance of defective work or improper materials.

Art. 11. The contractor during the progress of the work shall maintain full insurance in his own name against loss or damage by fire and the policy shall cover all work incorporated in the buildings and all materials for same in or about the premises and shall be made payable to the parties hereto as their interest may appear.

Art. 12. The said parties for themselves, their heirs, executors, administrators and assigns do hereby agree to the full performance of the covenants herein contained.

In Witness Whereof, The parties to these presents have hereunto set their hands and seals the day and year first above written.

The Bryce Heating & Ventilating Co.

Contractor

By J. W. Bryce, Manager.

J. E. Collins, Pres.

John Begg

D. C. Brown, Sec.

D. T. Davis, Treas.

J. D. McDonel.

This contract in compliance with law.

Timothy S. Hogan, Attorney General.

March 18, 1913.