Bowling Green State University

Board of Trustees Meeting Minutes 1914-09-25

Bowling Green State University

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Meeting of the Trustees of the Bowling Green State Normal College at the Fremont House, Fremont, Ohio. Sept. 25, 1914, at 12:30 P.M.

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

Members present, D. C. Brown, J. D. McDonel and J. E. Collins. Members absent, John Begg, H. B. Williams, President of the School was present.

Minutes of the meeting were read and approved.

Moved by McDonel and seconded by Brown that all of the minutes of Sept. 1, 1914, be approved. Roll call, McDonel yes, Collins yes, Brown yes. Nays, none. Carried.

Moved by McDonel and seconded by Brown that the bid of The Huffman-Conklin Co., of Columbus, amount Five Thousand two hundred and forty one & no/100 Dollars ($5241.00) for the complete sewer and their bid being the lowest and best bid be accepted and that the Architects, Howard & Merriam, be instructed to draw up contract. Said sewer to be completed by Jan. 1, 1915, said contract to be approved by the proper State Authorities. Roll call, McDonel yes,- Collins yes,- Brown yes,- Nays, none. Carried.

Moved by McDonel and seconded by Brown that we accept the offer of Claycroft Brick Co., for inside brick on Science Building at Twelve & no/100 Dollars ($12.00) per Thousand. Brick to be the same as in the Administration Building and Dormitory, all brick to be put on the ground ready for use before as estimate is allowed on the same. Roll call, McDonel yes,- Collins yes,- Brown yes. Nays, none. Carried.

Moved by McDonel and seconded by Brown that the Bill of H. B. Williams as salary for the month of August be allowed, amount Three Hundred & no/100 dollars ($300.00). Roll call, McDonel yes,- Collins yes. Nays, none. Carried.

Moved by McDonel and seconded by Brown that the bill of R. W. Trebor for one hundred and fifty & no/100 Dollars ($150.00) salary as caretaker for the months of August and September, 1914, be allowed. Roll call, McDonel yes,- Collins yes,- Brown yes. Nays, none. Carried.

Moved by McDonel and seconded by Brown that the bill of Tillie Tietje, salary from July 2, 1914, to Oct. 1, 1914, amount Twelve & no/100 Dollars ($12.00) be allowed. Roll call, McDonel yes,- Collins yes. Nays, none. Carried.

Moved by McDonel and seconded by Brown that the following bills be allowed, expenses of Trustees;

- J. D. McDonel $35.10
- D. C. Brown 35.03
- J. E. Collins


Moved by McDonel and seconded by Brown that the Faculty as reported and recommended by President H. B. Williams at the meeting of Sept. 1, 1914, be elected. Roll call, McDonel yes,- Brown yes,- Collins yes. Nays, none. Carried.

Moved by McDonel and seconded by Brown that the resignation of Boone, Teacher of be accepted. Roll call, McDonel yes,- Brown yes,- Collins yes. Nays, none. Carried.

Moved by McDonel and seconded by Brown that E. G. Walker of Lebanon, Ind., be elected and employed as an Extension Instructor at a salary of Nineteen Hundred & no/100 dollars ($1900.00) for a term of Forty two (42) weeks while employed, he being recommended by Pres. H. B. Williams. Roll call, McDonel yes,- Collins yes,- Brown yes. Nays, none. Carried.
Moved by McDonel and seconded by Brown that the bill of expenses of H. B. Williams, amount One Hundred and thirty one & 81/100 dollars ($131.81) be allowed. Roll call, McDonel yes, - Collins yes, - Brown yes. Nays, none. Carried.

The Board recessed until Saturday, Sept. 26, 1914, at 9 A.M. to meet at the Niel House, Columbus, Ohio.

September 26, 1914, Columbus, Ohio, Niel House, 9 A.M.

Board called to order by Pres. J. E. Collins.

Moved by Brown and seconded by Collins that J. D. McDonel be elected Treasurer of the Board of Trustees. Roll call, Collins yes, - Brown yes, - McDonel yes. Nays, none. Carried.

The Secretary was ordered to notify R. W. Trebor, care taker, to make an itemized statement of all monies received by him, all monies paid out by him, and all bills paid by him, and send the same to the Secretary of this Board.

Moved by McDonel and seconded by Brown that the following bills be allowed for Advertising for bids on Sewer system: The Wood County Democrat, Eighteen & 75/100 Dollars ($18.75); The Cincinnati Enquirer, Fifteen & 80/100 Dollars ($15.80); The Toledo Blade, Fifteen & 34/100 Dollars ($15.34); The Dispatch Printing Co., Sixteen & 10/100 Dollars ($16.10); The Cleveland Leader, Sixteen & 13/100 Dollars ($16.13); The Sentinel Tribune, Sixteen & 90/100 Dollars ($16.90). Roll call, McDonel yes, - Brown yes, - Collins yes. Nays, none. Carried.

Moved by McDonel and seconded by Brown that the bill of Howard & Merriam, Architects, Estimate No. 10 on Womens Dormitory, amount One Hundred & sixty-six & 39/100 Dollars ($166.39) be allowed. Roll call, McDonel yes, - Brown yes, - Collins yes. Nays, none. Carried.

Office of Bowling Green State Normal College.

For Womens Dormitory Building.

THE STATE OF OHIO:

To Howard & Merriam, Architects, P. O. Address, Columbus, Ohio.

Dr.

Architect's contract - 3% of $80,779.00 - - - - $4,038.95

Net amount - - - - - $4,038.95

Previously paid - - - - 3,204.31

Balance - - - - - 834.64

This payment - - - - - 166.39

Balance - - - - - 668.25

Payable from Appropriation for Maintenance F-19.

2% on estimate #10 of Steinle Construction Co., $8319.59 - - - - - 166.39

Received of the Auditor of State his warrant on the Treasurer of State for the above sum.

Howard & Merriam,

Dr.  P. O. Address, Columbus, Ohio.

ESTIMATE NO.10.

OFFICE OP Board of Trustees, Ohio State

Normal College, Bowling Green, O.

Acting for State of Ohio

CONTRACT FOR Women's Dormitory Building

WITH The Steinle Construction Co.

Payable from appropriation for Maintenance -F

Original Contract.

Class of Work. | Original Contract. | Due to date | Former Estimate | Due this Estimate
---|---|---|---|---
Excavation | 1050.00 | 1030.00 | 1030.00 | 1050.00
Foundation | 1944.00 | 1944.00 | 1944.00 | 1944.00
Drains | 264.00 | 264.00 | 264.00 | 264.00
Reinforced concrete | 9328.00 | 9328.00 | 9328.00 | 9328.00
Concrete stairs | 300.00 | 300.00 | 300.00 | 300.00
Cement floors | 907.00 | 907.00 | 907.00 | 907.00
Cinder concrete | 400.00 | 400.00 | 400.00 | 400.00
Cut stones | 2478.00 | 2478.00 | 2478.04 | 245.46
Brick work | 18090.00 | 17787.19 | 17887.19 | 3500.00
Tile partition | 1398.00 | 1398.00 | 1398.00 | 1398.00
Plastering | 280.00 | 280.00 | 280.00 | 280.00
Struct. steel | 1970.00 | 1970.00 | 1970.00 | 1970.00
Roofing | 1890.00 | 1890.00 | 1890.00 | 1890.00
Carpenter wrk. | 18258.00 | 4000.00 | 22858.00 | 1004.00
Slate | 1994.00 | 1994.00 | 1994.00 | 1994.00
Elevator | 540.00 | 540.00 | 540.00 | 540.00
Painting | 1526.00 | 1526.00 | 1526.00 | 1526.00
Hardware | 2125.00 | 2125.00 | 2125.00 | 2125.00
Electric work | 1623.00 | 1623.00 | 1623.00 | 1623.00
Heating & Vent. | 8500.00 | 8500.00 | 8500.00 | 8500.00
Plumbing, etc. | 5136.00 | 5136.00 | 5136.00 | 5136.00
Telephones | 300.00 | 300.00 | 300.00 | 300.00
Total | 80779.00 | 49581.38 | 41178.62 | 3757.46

Less Five per cent retained | 2406.70 | 2406.70 | 2406.70 | 2406.70
Net Totals | 8319.59 | 47534.68 | 39117.99 | 3519.59

$8319.59 On Original Contract

I hereby certify that the amount of Eight Thousand Three Hundred Nineteen and 59/100 Dollars named in this estimate is due the said contractor on this date in accordance with the conditions of the contract.

Howard & Merriam, Architect
By H. Edwards.

CONTRACTOR'S RECEIPT.

$8319.59 Received from the Auditor of State his warrant on the Treasurer of State for

Dollars in full of above estimate.

The Steinle Const. Co., Contractor
By Carl T. Steinle, Scey & Gen. Mgr.,
Address Fremont, O.

Moved by McDonel and seconded by Brown that the bill of Howard & Merriam, Architects, estimate No. One, Extension of Auditorium to Normal School Building, amount One Hundred and six & 42/100 Dollars ($106.42) be allowed. Roll call, McDonel yes, Brown yes, - Collins yes. Nays, none. Carried.

Columbus, Ohio. Sept. 15, 1914.

office of Bowling Green State Normal College.

For Extension of Auditorium to Normal School Building.
THE STATE OF OHIO:
To Howard & Merrian, Architects,

Architect's contract - $8630.40

Net amount - - - - $431.57
This payment - - - - 106.42
Balance - - - - 325.15

Payable from Appropriation for extension of Auditorium to Normal School Building.
2% of estimate $1 issued to Steinle Construction Co. $3321.26

Received of the Auditor of State his warrant on the Treasurer of State for the above sum.
Howard & Merrian.

Moved by McDonel and seconded by Brown that the bill of The Steinle Construction Co.,
estimate No. One, extension of Auditorium to Normal School Building, amount Five thousand three
hundred and twenty one & 26/100 Dollars ($5321.26) be allowed. Roll call, McDonel yes,-

ESTIMATE No.1.

Columbus, O. Sept. 15, 1914

OFFICE OF Board of Trustees, Ohio State Normal
College, Bowling Green, Ohio. Acting for
State of Ohio.

CONTRACT FOR Extension of Auditorium to
Normal School Building.

WITH The Steinle Construction Company.

Payable from appropriation for completing of Administration Building.

Original Contract.

Class of Work | Division of Contract | Due this Estimate.
--- | --- | ---
Excavation | 267.16 | 266.17
Concrete work | 1969.15 | 1965.15
Brick work | 1864.49 | 1800.00
Cut Stone work | 180.00 | 180.00
Plastering | 839.10 | 1200.00
Roofing | 104.62 | 104.62
Steel work | 1720.00 | 1720.00
Carpenter work | 1665.88 | 300.00
Wiring | 35.00 | 35.00
Total | 8631.40 | 5601.32

Less Five per cent. retained
Net Totals | 5321.26

$5321.26 On Extras and Additions.

I hereby certify That the amount of Five Thousand Three Hundred Twenty one and 26/100
Dollars named in this estimate is due the said contractor on this date in accordance with the
conditions of the contract.

Howard & Merrian, Architect.
By H. Edwards.

CONTRACTOR'S RECEIPT.

$5321.26
Received from the Auditor of State his warrant on the Treasurer of State for Five Thousand
Three Hundred twenty one -------26/100 Dollars in full of above estimate.

The Steinle Const. Co., Contractor
By Carl T. Steinle, Secy & Gen. Mgr.
Address- Fremont, Ohio.
Moved by McDonel and seconded by Brown that the bill of Howard & Merriam, Architects, estimate No. thirteen (13) Normal School Building, amount Ninety-eight & 72/100 Dollars ($98.72) be allowed. Roll call, McDonel yes,- Brown yes,- Collins yes. Nays, none. Carried.

Office of Bowling Green State Normal College Sept. 21, 1914.

For Construction of Normal School Building.

THE STATE OF OHIO:

To Howard & Merriam, Architects,

Architect's contract - 5% of $134,427.00 = $6,721.35

Additions to contract 4,120.03

Deductions from contract, 631.50

Moved by McDonel and seconded by Brown that the bill of Howard & Merriam, Architects, estimate No. thirteen (13) Normal School Building, amount Ninety-eight & 72/100 Dollars ($98.72) be allowed. Roll call, McDonel yes,- Brown yes,- Collins yes. Nays, none. Carried.

OFFICE OF Board of Trustees, Ohio State Normal College, Acting for State of Ohio

CONTRACT FOR Construction of Normal School Building

WITH The Steinle Construction Co.

$134,427.00

Moved by McDonel and seconded by Brown that the bill of The Steinle Construction Co., estimate No. thirteen (13) Normal School Building, amount Four Thousand Nine hundred thirty-six & 20/100 Dollars ($4936.20) be allowed. Roll call, McDonel yes,- Brown yes,- Collins yes. Nays, none. Carried.

ESTIMATE No. 13. Columbus, O., Sept. 21, 1914.

OFFICE OF Board of Trustees, Ohio State Normal College, Acting for State of Ohio

CONTRACT FOR Construction of Normal School Building

WITH The Steinle Construction Co.

TOTAL $138,547.08

Payable from appropriation for Construction of Normal School Building.

Original Contract.

Class of Work Division of Contract Total amount due to date Total of Former Estimate Due this Estimate Due to date Previously Paid

| Excavation | $2200.00 | $2200.00 | $2200.00 | 1763.00 | 1765.00 |
| Foundation | $3774.00 | $3774.00 | $3774.00 | 944.00 | 944.00 |
| Cement work | $3488.00 | $3488.00 | $3488.00 | 580.00 | 580.00 |
| Concrete work | $24120.00 | $23765.48 | $23335.48 | 480.00 | 480.00 |
| Cut Stone | $13760.00 | $12603.78 | $11605.78 | 1000.00 | 1000.00 |
| Brickwork | $37760.00 | $35800.00 | $33334.00 | 1460.00 | 1460.00 |
| Plastering | $7300.00 | $0.00 | $0.00 | 0.00 | 0.00 |
| Struct. steel, etc. | $9600.00 | $0.00 | $0.00 | 0.00 | 0.00 |
| Carpenter work | $16810.00 | $6075.76 | $5675.76 | 400.00 | 400.00 |
| Blackboards | $925.00 | $925.00 | $925.00 | 0.00 | 0.00 |
| Roofing, etc. | $3882.00 | $1700.00 | $1700.00 | 0.00 | 0.00 |
| Painting, etc. | $3440.00 | $1700.00 | $1700.00 | 0.00 | 0.00 |
| Hardware | $1580.00 | $197.50 | $197.50 | 0.00 | 0.00 |
| Marble & Tile | $3480.00 | $1700.00 | $1700.00 | 0.00 | 0.00 |
| Elec. work | $3250.00 | $1932.00 | $1602.00 | 350.00 | 350.00 |
| Total | $134,427.00 | $98470.49 | $93274.49 | 5196.00 | 2707.00 |

Less Five per cent retained 4923.52 4665.72 259.80 135.35 135.35

Net Totals 93546.47 88614.77 4936.20 2571.65 2571.65

$4936.20 on Original Contract.
I hereby certify that the amount of Four Thousand Nine Hundred Thirty-six and 20/100 Dollars named in this estimate is due the said contractor on this date in accordance with the conditions of the contract.

Howard & Merriam, Architect
By H. Edwards.

CONTRACTOR’S RECEIPT.

$4926.20

Received from the Auditor of State his warrant on the Treasurer of State for Dollars in full of above estimate.

The Steinle Const. Co., Contractor
By Carl T. Steinle, Secy & Gen. Mgr.
Address, Fremont, O.

Moved by McDonal and seconded by Brown that the bill of Howard & Merriam, Architects, fees on Sewer Plans, first allowance, amount one hundred two & 23/100 dollars, ($102.23) be allowed. Roll call, McDonal yes, Brown yes, Collins yes. Nays, none. Carried.

Office of Bowling Green State Normal College
Columbus, O. Aug. 31, 1914.

For Sewer

THE STATE OF OHIO:

To Howard & Merriam,

Architect’s contract, 5% of $5241.00

Net amount - - - $262.05
Previously paid - - - 55.00
Balance - - - 207.05
This payment - - - 102.23
Balance - - - 104.82

Payable from Appropriation for Sewer F-10

2% of $5241.00 less difference between 1% of $5500.00 and 1% of $5241.00 102.23.

Received of the Auditor of State his warrant on the Treasurer of State for the above sum.

Howard & Merriam.

Moved by McDonal and seconded by Brown that the bill of Ohio State Reformatory, amount Forty & 70/100 dollars ($40.70) be allowed. Roll call, McDonal yes, Brown yes, Collins yes. Nays, none. Carried.

The Trustees had a conference with the Civil Service Commission of Ohio, the Deputy State Auditor, the Chief Examiner and the Attorney General in regard to employees, bills and contracts.

The following contract of The Huffman-Conklin Co., for Sewer has been approved.

CONTRACT.

This Agreement, made and entered into this 28th day of August, 1914, by and between Huffman-Conklin 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. McDonal as Trustees of the Bowling Green State Normal College, 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 superintendant of such work as may be in charge thereof under designation and Howard & Merriam, Architect, 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 sewer work connecting with main sewer at rear of property. To be constructed at Bowling Green, Wood County, Ohio, for 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 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 or 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 comprised under this contract, of all tolls, 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 January 1, 1915.

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 or the owner of 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 Five Thousand, Two Hundred Forty-one ($5,241.00) 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 Sewer Maintenance F-10 during the years of 1914, 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 Huffman-Conklin Co.
By Arthur D. Wolfe, Contractor, Vice Pres.
Board of (J. E. Collins, Pres.
Trustees, (D. C. Brown, Sec.
(J. D. McDonal.

This contract is in compliance with law.

Charles Pelle, 1st. Asst Attorney General.

Oct. 5, 1914.

Moved by McDonel and seconded by Brown that estimate No. 1 (one) amount Seven thousand twenty six and 20/100 Dollars ($7026.20) due The Steinle Construction Co., on Science and Agriculture Bldg., be allowed. Roll call, McDonel yes,- Brown yes,- Collins yes. Nays, none. Carried.

ESTIMATE NO. 1.

Columbus, O., Sept. 21, 1914.

OFFICE OF Board of Trustees, Ohio State Normal College, Bowling Green, Ohio.

Acting for State of Ohio

CONTRACT FOR Construction of Science and Agriculture Building,

WITH The Steinle Construction Co.

Payable from appropriation for Science and Agriculture Building,

Original Contract.

Class of Work. | Division of Contract | Total amount due to date. | Due this Estimate.
---|---|---|---
Excavation | 1948.00 | 1900.00 | 2000.00
Damp proofing and drains | 215.00 | 3096.00 | 3096.00
Concrete walls | 3096.00 | 1500.00 | 1600.00
Reinforced concrete | 15000.00 | 1500.00 | 1600.00
Cement floor & step | 774.00 | 540.00 | 540.00
Cinder concrete | 1849.00 | 3096.00 | 3096.00
Brick pavement | 429.00 | 1600.00 | 1600.00
Cut stone | 5330.00 | 5330.00 | 5330.00

TOTAL TO DATE | $79197.00

ORIGINAL CONTRACT | $79197.00

Moved by McDonel and seconded by Brown that estimate No. 1 (one) amount Seven thousand twenty six and 20/100 Dollars ($7026.20) due The Steinle Construction Co., on Science and Agriculture Bldg., be allowed. Roll call, McDonel yes,- Brown yes,- Collins yes. Nays, none. Carried.
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<th>Item</th>
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<th>Cost 1914</th>
<th>Net Total</th>
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<td>Plastering</td>
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<td><strong>7396.00</strong></td>
<td><strong>7,396.00</strong></td>
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<tr>
<td><strong>Less Five per cent retained</strong></td>
<td><strong>739.60</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Net Totals</strong></td>
<td><strong>7,259.40</strong></td>
<td><strong>6,656.40</strong></td>
<td><strong>7,026.20</strong></td>
</tr>
</tbody>
</table>

$7026.20 on Original Contract

7026.20 Total

I hereby certify that the amount of Seven Thousand Twenty-six and 20/100 Dollars named in this estimate is due the said contractor on this date in accordance with the conditions of this contract.

Howard & Merriam, Architect

By H. Edwards.

CONTRACTOR’S RECEIPT.

$7026.00

Received from the Auditor of State his warrant on the Treasurer of State for Seven Thousand Twenty-six and 20/100 Dollars in full of above estimate.

The Steinle Const. Co., Contractor.

By Carl T. Steinle, Secy & Gen. Mgr.,
Address, Fremont, O.

The following contract of The Steinle Construction Co., for Science and Agriculture Bldg. has been approved.

CONTRACT.

This Agreement, made and entered into this 2nd day of July, 1914, by and between The Steinle Construction Company, of Fremont, Ohio, of the first part (hereinafter designated as contractor); and The Board of Trustees of the Bowling Green State Normal College, at Bowling Green, Wood County, 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 Howard & Merriam, Columbus, Ohio, Superintendent, and Howard & Merriam, Columbus, Ohio, Architect, 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 building for Science and Agriculture, including all general construction of said building.

1913, Building for Science and Agriculture --------- $50,000.00
1914, For construction and betterments, F-10 ------- 50,000.00

All of the above work to be provided and constructed according to original plans and specifications, together with revised plans and specifications of said building as furnished by Howard & Merriam, Architects, Columbus, Ohio.

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 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 sufficient 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 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 in sixteen months from the date of approval of contract by proper state authorities. 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 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 Seventy nine Thousand, One
Hundred and Ninety-seven (#79,197.00) 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 construction of
building for Science and Agriculture, Bowling Green State Normal College, Bowling Green, Wood
County, Ohio, during the year 1913, and construction and betterments, Maintenance F-10,1914
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 pay-
ments 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 Const. Co., Contractor
By Carl T. Steinle, Secy & Gen. Mgr.
Board of ( J. E. Collins, Pres.
Trustees: ( D. O. Brown, Sec.
( J. D. McDonel

This contract is in compliance with law.

Attorney General.

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Moved by McDonel and seconded by Brown that estimate No. one (1) on Science and Agriculture
Bldg., due Howard & Merriam, Architects, amount one hundred and forty and 52/100 ($140.52)

Columbus, O. Sept. 21, 1914.

Office of Board of Trustees, Ohio State
Normal College, Bowling Green, O.
For Construction of Science & Agriculture Building.

THE STATE OF OHIO:

To Howard & Merriam, Architects,
Architect's contract, - 5% of $79197.00 - - - - - - - $3959.85.
Net amount --------- $3959.85
Previously paid---- 2375.91
Balance --------- 1583.94
This payment------- 140.52
Balance --------- 1343.42

Payable from Appropriation for Science and Agriculture Bldg.

5% of estimate #1 of Steinle Construction Co. $7028.40
140.52

Received of the Auditor of State his warrant on the Treasurer of State for the above sum.
Howard & Merriam,
Per:- M. Black.
P. O. Address, Columbus, O.

There being no further business before the Board they adjourned to meet at Akron, O.,
Oct. 10th, 1914, to confer with the different State Schools.
Board adjourned.

J. E. Collins
Pres.

J. E. Collins
Sec'y.