1-23-1915

Board of Trustees Meeting Minutes 1915-01-23

Bowling Green State University

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Meeting of the Trustees of the Bowling Green State Normal College at Hotel Milliken, Bowling Green, Ohio, January 23, 1915, at 10 A.M.

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

Members present: Collins, Guitteau, McDonel and Brown. Absent: Regg. President, H. B. Williams, was present.

Reading of minutes of all the Meetings, which had not been read, were read by order of the President, same were approved and ordered to be signed by the President and Secretary.

The Board then proceeded to open all bids for equipment for Administration Building, and Dormitory, same was tabulated, each kind in its respective order.

 Moved by McDonel and seconded by Guitteau that the bid of the Mansfield State Reformatory for Furniture for the Administration Building and Dormitory, as per their schedule on file, Amount, Ten thousand four hundred and fifty-eight & 23/100 Dollars ($10458.23) be approved and contract signed. Roll call, McDonel yes,-Collins yes,-Guitteau yes,-Brown yes. Nays none. Carried.

 Moved by McDonel and seconded by Guitteau that the bid of The Born Steel Range Co., for equipment Kitchen Complete, Dormitory, Amount, Fifteen Hundred and twenty-two & 20/100 Dollars ($1522.20), as per their schedule on file be approved and contract signed. Roll call, McDonel yes,-Collins yes,-Brown yes. Nays none. Carried.

 Moved by McDonel and seconded by Guitteau that the bid of The Huffnan-Conklin Co., installing and making all proper connections of kitchen equipment in Dormitory, Amount, Four Hundred and ninety-eight & 00/100 Dollars ($498.00), be approved and contract signed. Roll call, McDonel yes,-Collins yes,-Guitteau yes,-Brown yes. Nays none. Carried.

 Moved by McDonel and seconded by Guitteau that the Bid of the American Seating Company, for folding chairs, wood to be birch, oak finish to correspond with oak finish in Administration Building and Auditorium chairs, to be supplied with number on each seat and letters on end of seats, foot rest, hat rack, black enamel for iron, at one & 55/100 dollars ($1.55), Book rack thirteen cents ($.13) extra. Number to be furnished whatever is necessary for use, number to be decided by the Board, this price includes the installation of same, be approved and contract signed. Roll call, McDonel yes,-Collins yes,-Guitteau yes,-Brown yes. Nays none. Carried.

 It was ordered that Guitteau, Williams and McDonel make selection of Electric Light Fixtures. Williams and Brown, Curtains, window shades, rugs, matting, table linen, napkins, beds, bedding and spreads.

 Mr. Bryce of The Bryce Heating Company in response to a request of the Board to account for failure to place radiators in The Administration Building making it possible for The General Contractor, the Steinle Construction Co., to heat the building reported that he will place any and all radiators within 48 hours after the General Contractor makes it possible for him to place same permanently.

 Same was received and ordered a part of the minutes.

 Bryce Heating & Ventilating Co.

 By J. W. Bryce.

 President Collins reported to the Board favorable action on the part of the State Board; Governor Cox, Secretary Bildebrant and Auditor Donahay, in approving the elimination of Wing B, from the Original plans and specifications for the power plant, the re-advertisement of the same under a total estimate with the elimination of Wing B, of Forty-nine thousand five hundred & no/100 Dollars ($49500.00), including Architect's fees and Advertising same as total previous
estimate including Wing B, bids to be received on February, 12, 1915, as a means of holding this fund. It would otherwise revert to the State on February 16, 1915.

Moved by Guitteau and seconded by Brown that it is the sense of the Board that satisfactory progress is not being made on Administration Building and Dormitory, that the Architects are hereby directed to see that work progresses daily such as to guarantee completion of these two (2) buildings by June first (1), 1915, that the Architects advise this Board in writing of neglect on part of any Contractor, when the Board will take action at once; that if the Board is satisfied that these two buildings will not be completed as per specifications by June 1, 1915, that this Board take such buildings as are not so completed out of Architect's and Contractor's hands. Roll call, McDonel yes,-Guitteau yes,- Collins yes,-Brown yes. Nays none. Carried.

All other Contracts for equipments were referred to H. B. Williams, to have contracts ready and report at the next meeting.

Moved by McDonel and seconded by Brown that the Board adjourn to meet at Bowling Green, Ohio, Millikan Hotel at 9 A. M., February 12, 1915. Roll call, McDonel yes,-Brown yes,-Collins yes,-Guitteau yes. Nays none. Carried. Board adjourned.
Meeting of the Trustees of the Bowling Green State Normal College at Hotel Milliken, Bowling Green, Ohio, February 13, 1915, at 10 A.M.

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

Members present: Collins, Guitteau, McDonel and Brown. Absent: Begg.

Mr. Howard of Howard & Merriam, and H. B. Williams, President of School, were present.

Moved by McDonel and seconded by Guitteau that the following bills be allowed.

Cleveland Leader 19.40
Toledo Blade 19.90
Columbus Dispatch 23.24
Sentinel-Tribune 22.15
Wood County Democrat 23.23
Enquirer 21.30
Belle Sayers 45.00
D. C. Brown 15.87
J. D. McDonel 26.00
J. E. Collins 66.98


Moved by Guitteau and seconded by McDonel that the following bills be allowed.

H. B. Williams 136.27
G. W. Beattie 38.35
" " 59.85
" " 80.03
E. L. Mosely 4.52
Rea McCain 8.65
E. G. Walker 7.85
" " 63.39
" " 41.30
L. L. Winslow 4.40
J. R. Overman 7.10
D. D. Johnson 5.90
Mary Chapin 1.65
J. E. Collins 66.98
E. G. Hesser 3.80
J. S. McDonel 26.00
E. J. Bowers, Capt. Co. H. B. G. O. 90.00
The McKeever Electric Co. 99 3rd St. Columbus, O. 45.00
Houghton Mifflin Co. 39.00
Row, Peterson & Co. 8.73
Ginn & Co. 6.71
Clayton P. Summer Co. 7.26
American Book Co. 28.75
Toch Bros. 2.43
J. L. Hammett Co. 40.30
Ohio State Reformatory 16.50
H. B. Williams, Pres. 1.50
" " 7.50
The B. F. Wade & Sons Co. 28.65
Moved by McDonel and seconded by Guitteau that the following Pay Roll be allowed:

State of Ohio, State Normal College

Department, Bowling Green, Ohio.

Appropriation for Current Expenses Balance in Appropriation &

<table>
<thead>
<tr>
<th>Name</th>
<th>Official Title, Position or Service</th>
<th>Time</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P. W. Treber</td>
<td>Supt. Bldg &amp; Grounds</td>
<td>1 mo.</td>
<td>75.00</td>
</tr>
<tr>
<td>Marion Griffeth</td>
<td>Clerk Stenographer</td>
<td>1 &quot;</td>
<td>60.00</td>
</tr>
<tr>
<td>Lillian Forrest</td>
<td>Clerical services (emergency appointment)</td>
<td>7½ days</td>
<td>15.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>150.00</td>
</tr>
</tbody>
</table>

Received of the Auditor of State his warrant on the Treasurer of State in full for the above account.

State Normal College.

By H. B. Williams, Pres.


Moved by Guitteau and seconded by McDonel that the following Pay Roll be allowed:

State of Ohio State Normal College Department

Department, Bowling Green, Ohio.

Appropriation for (see below)

<table>
<thead>
<tr>
<th>Name</th>
<th>Official Title, Position or Service</th>
<th>Time</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. G. W. Beattie</td>
<td>Field Work &amp; Extension Teaching</td>
<td>1 mo.</td>
<td>190.47</td>
</tr>
<tr>
<td>2. E. L. Moseley</td>
<td>Instructor U.&amp;P.</td>
<td>1 &quot;</td>
<td>190.47</td>
</tr>
<tr>
<td>3. J. R. Overman</td>
<td>&quot; &quot; &quot;</td>
<td>1 &quot;</td>
<td>180.95</td>
</tr>
<tr>
<td>4. L. L. Winslow</td>
<td>&quot; &quot; &quot;</td>
<td>1 &quot;</td>
<td>180.95</td>
</tr>
<tr>
<td>5. Rea McCain</td>
<td>&quot; &quot; &quot;</td>
<td>1 &quot;</td>
<td>161.90</td>
</tr>
<tr>
<td>6. D. D. Johnson</td>
<td>&quot; &quot; &quot;</td>
<td>1 &quot;</td>
<td>190.47</td>
</tr>
<tr>
<td>7. E. G. Hesser</td>
<td>&quot; &quot; &quot;</td>
<td>1 &quot;</td>
<td>171.42</td>
</tr>
<tr>
<td>8. Mary Chapin</td>
<td>&quot; &quot; &quot;</td>
<td>1 &quot;</td>
<td>142.85</td>
</tr>
<tr>
<td>9. Josephine Leach</td>
<td>&quot; &quot; &quot;</td>
<td>1 &quot;</td>
<td>171.42</td>
</tr>
<tr>
<td>10. R. G. Walker</td>
<td>Field Work &amp; Extension Teaching</td>
<td>1 &quot;</td>
<td>180.95</td>
</tr>
<tr>
<td>11. Margaret Burney</td>
<td>Critic Teacher U.&amp; P.</td>
<td>1 &quot;</td>
<td>111.11</td>
</tr>
<tr>
<td>12. Effie Alexander</td>
<td>&quot; &quot; &quot;</td>
<td>1 &quot;</td>
<td>111.11</td>
</tr>
<tr>
<td>13. Grace Poorbaugh</td>
<td>&quot; &quot; &quot;</td>
<td>1 &quot;</td>
<td>111.11</td>
</tr>
<tr>
<td>14. Lucy Meacham</td>
<td>&quot; &quot; &quot;</td>
<td>1 &quot;</td>
<td>111.11</td>
</tr>
<tr>
<td>15. H. B. Williams</td>
<td>President, U.&amp; P.</td>
<td>1 &quot;</td>
<td>208.33</td>
</tr>
</tbody>
</table>

Pay from appropriations is indicated above after each title.

Field Work and Uses and Purposes $371.42
$264.20
$2054.62

Received of the Auditor of State his warrant on the Treasurer of State in full for the above account.

State Normal College

By H. B. Williams, Pres.
Roll call: McDonel, yes; Guitteau, yes; Collins, yes; Brown, yes. Nays none. Carried.

Board recessed for Dinner.

Meeting called to order by President, J. E. Collins at 12:30 P. M.

Members present: Collins, Guitteau, McDonel and Brown. Absent: Begg.

Bids having been received on Power House Stack, Water Softening Plant, Tunnel System, etc. The Board proceeded to open bids and tabulate same. The Board found that the Bid of Fitzpatrick & Hoepfner was the lowest and best bid.

The following resolution was passed by the Trustees of the Bowling Green State Normal College at a meeting held at the Hotel Milliken Building, Bowling Green, O., February 12th 1915, at 10 o'clock A. M.:

"Moved by Guitteau and seconded by McDonel, that the Contract for the Power Building, Stack, Tunnel System, Water supply and softening plant, Electrical work, Gas-fitting, Steam Mains, Pumps, etc., for the Bowling Green State Normal College be let to Fitzpatrick & Hoepfner, amount $45,881.00, they being the lowest and best bidders; said work to be completed by August 15th 1915, Conditioned according to law. Contract to be approved by proper State authority.

Roll Call, McDonel, Yes, Guitteau, Yes, Collins, Yes, Brown, Yes. Nays none. Carried."

**CONTRACT.**

THIS AGREEMENT, made and entered into this 12th day of February, 1915, by and between Fitzpatrick & Hoepfner of Columbus, Ohio, party of the first part (hereinafter designated as contractor); and J. E. Collins, John Begg, D. C. Brown, J. D. McDonel and W. E. Guitteau, 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 Power House, Stack, Water softening plant, Tunnel system, etc., in compliance with the drawings and specifications on file in the office of Auditor of State, at Columbus, O. Said drawings and specifications which are on file as aforesaid are made a part of this contract the same as if hereeto physically attached, and the word drawings and specifications where hereafter used, refer to said drawings and specifications, bids for which were 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 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 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 15th 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 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 Forty-five thousand, eight hundred eighty-one ($45,881) 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 State Normal College, during the years of 1913 and 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.

Fitzpatrick & Hoepfner Contractor
By G. M. Hoepfner.
This contract is in compliance with law.

Edward C. Turner,
Attorney General.

Feb. 15, 1915.

Moved by Guitteau and seconded by McDonel that the bill of Howard & Merriam, Architects amount Nine Hundred and Ten & 39/100 Dollars ($910.39), same being amount due them on Power Building, 3% of total amount of Contract, be allowed.


Office of Board of Trustees, Bowling Green State Normal College.

For Power Building, Stack, Tunnel System, Water softening Plant, etc.

The State of Ohio:

to Howard & Merriam Archts.

Architect's contract 5% of $ 4589.1 $2294.05

Net amount $2294.05

Previously paid 466.04

Balance 1828.01

This payment 910.39

Balance 917.62

Payable from Appropriation for Maintenance F-10 Amount.

3% of contract price $4589.10 1376.43

Paid 1½ of estimated cost, $458,604.75 465.04

Balance $910.39

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

P. O. Address, Columbus, Ohio.

Moved by McDonel and seconded by Guitteau that Contracts as per list, making a total of Fifty seven Thousand four Hundred and fifty nine & 99/100 Dollars ($57,459.99) for equipment that contracts be approved and signed, inasmuch as same will be approved by the Auditor of State.


Moved by McDonel and seconded by Guitteau that the following Summary and Contracts be approved and ordered made part of the minutes.

Bowling Green State Normal College.

Balances from 1914 appropriations Needed for Existing Contracts.

**SUMMARY.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance</th>
<th>Contracts</th>
<th>Lapse</th>
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<tbody>
<tr>
<td>Adm. Bldg. Fund</td>
<td>$28041.23</td>
<td>29041.23</td>
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<tr>
<td>Completing Adm. Bldg.</td>
<td>23352.49</td>
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<tr>
<td>Science &amp; Agriculture</td>
<td>39206.89</td>
<td>39206.89</td>
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<tr>
<td>Maintenance F-10</td>
<td>74756.29</td>
<td>74756.29</td>
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<tr>
<td>Uses &amp; Purposes, 1/11/15</td>
<td>23011.75</td>
<td>22995.62</td>
<td>$16.13</td>
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<tr>
<td>Apparatus for Agr. Dom. Sci. etc.</td>
<td>20201.26</td>
<td>20201.26</td>
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<tr>
<td>Imp. &amp; Equip. of Frames</td>
<td>$2050.42</td>
<td>4550.42</td>
<td>4548.04</td>
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<td></td>
<td>4550.42</td>
<td>4548.04</td>
<td>2.38</td>
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Proceedings, Trustees Bowling Green Normal College

Library Equipment

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<th>2000.00</th>
<th>1996.31</th>
<th>3.69</th>
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<td>4332.29</td>
<td>4351.09</td>
<td>27.14</td>
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<tr>
<td>840250.29</td>
<td>840150.96</td>
<td>119.34</td>
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</table>

ADDENDA.

1/15/15

Matienance C-4

| $997.90 | $1008.88 | $897.62 |

BOWLING GREEN STATE NORMAL COLLEGE.

Balances from 1914 Appropriations Needed for Completing Existing Contracts.

Administration Bldg.

<table>
<thead>
<tr>
<th>Steine Const. Co., Fremont, Ohio.</th>
<th>$29812.04</th>
<th>Architect’s fees.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>364.28</td>
<td>$29041.23 $2125.09</td>
</tr>
</tbody>
</table>

Completing Adm. Bldg.

| Steine Const. Co., Fremont, O. Completing 4th floor | 9700.00 |
| Steine Const. Co.-extension | 1652.48 |
| Bryce H. & V. Co. Auditorium | 7234.70 |
| Huffman-Connklin Co. | 4793.70 |
| Architect’s fees | 340.48 |
| Overdraft on Adm. Bldg. | 21386.22 $22395.49 1/13/15 |

Balance to be applied on contract of Radcliffe Co. for painting interior walls. See below.

$ 1943.58

Women’s Dormitory

| Steine Const. Co., Fremont, O. | 19338.85 |
| Architect’s fees | 357.28 |
| $19756.10 See Maintenance F-10 |

Science & Agriculture.

| Steine Const. Co. | 43829.05 |
| Huffman-Connklin Co. | 12432.50 |
| Architect’s fees | 1125.23 |
| To be paid from F-10 | 57866.70 $59206.89 11/19/14 $18179.89 |

Sewer

| Huffman-Connklin Co. | 589.42 |
| Architect’s fees | 32.72 |
| $622.14 Maintenance F-10 |

Maintenance F-10-Contracts.

| Woman’s Dormitory | 19728.10 |
| Science & Agriculture | 18179.89 |
| Sewer | 74755.22 |
| Contracts | 38171.20 $3219.09 |

Net balance to be used in construction of Heating & Power Plant. See Fitzpatrick & Hoephner.

Uses and Purposes.

| Balance 1/21/15 | $3219.09 |
| $10011.75 |

Pay roll Feb. 15

| $2143.20 | $2223.20 $7780.88 |
| Rent of Armory Bldg. | 80.00 |
| Net Balance to be used as indicated by contracts below; Early, Radcliffe Co., Kenower Bros., & Huffman-Conklin Co. |

Heating & Power Plant

| Fitzpatrick & Hoephner, contract, advertising and architect’s fees. |
| $25219.09 Main, F-10 |
| See Fitzpatrick & Hoephner. |
| $15000.00 Uses & Purposes |
### Balance Completion

<table>
<thead>
<tr>
<th>Firm</th>
<th>Address</th>
<th>Articles</th>
<th>Contract Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>C. B. Rherly</td>
<td>Toledo, O.</td>
<td>Deffenzaugh property</td>
<td>$3600.00 U. &amp; P.</td>
</tr>
<tr>
<td>Eadcliffe Co.</td>
<td>Sam over Bros.</td>
<td>Decorating Adm. Bldg.</td>
<td>$2750.00 Comp.Am. B.</td>
</tr>
<tr>
<td>Kuffman-Conklin Co.</td>
<td>Columbus, O.</td>
<td>Decorating Dorm.</td>
<td>$285.00</td>
</tr>
<tr>
<td>Radcliffe Co.</td>
<td>Toledo, O.</td>
<td>Curtain</td>
<td>$546.00</td>
</tr>
</tbody>
</table>

Apparatus for Agriculture, Domestic Science, etc. $2050.42
Improvement and Equipment of Farm $2500.00

### Agriculture

- Gross & Tracy, Toledo, O.
- R. W. Hildebrand, Chicago, Ill.
- Central Scientific Co., B. Green, O.
- Hollinger & Puckrin, Fremont, O.
- Campbell Bros., B. Green, O.
- Central Scientific Co., Chicago, Ill.
- Hankey Lumber Co., B. Green, O.

### Domestic Science

- Birkmayr-Rodamich-Showel, Toledo, O.
- Central Scientific Co., Chicago, Ill.
- B. G. Doane, B. Green, O.
- Doudt Glass Co., Toledo, O.
- A. Froncy & Co., B. Green, O.
- LaSalle & Koch Co.

### Library

- The Baker & Taylor Co., New York

### Office

- Burroughs Adding Machine Co., Toledo, O.
- American Multigraph Sales Co.
- Remington Typewriter Co.

### Equipment

- Furniture $3262.25
- Rugs 553.40
- Screens for Dorm. 284.65
- Sewing Machine for Dorm. 19.00
- Extra wiring 55.00
- Curtains 95.10
- Plumbing Kitchen 498.00
- Table 16.20
- Partition counter hatrack 239.20
- Rubber Matting 146.28
- Kitchen. Utens 540.65
- Refrigerators 275.00
- Shades 369.00
- Table Linen 286.00
- Couch Covers 315.00

### A. Frooney & Co.

- B. Green, O.

### J. W. Whitter & Co.

- Toledo, O.

### Daudt Glass Co.

- Toledo, O.

### Born Steel Range Co. Cleveland, O.

- Pillows
- Blankets
- Cot & Mattresses
- China
- Glassware
- Silverware
- Kitchen equip.

### Live Stock

- C. E. Hite
  - Fremont, O.
- A. S. Bolan
  - A. S. Bolan

### Educational & Recreational equipment.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>Ohio State Reformatory, Mansfield, O.</td>
<td></td>
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<tr>
<td>A. Frooney &amp; Co.</td>
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<tr>
<td>Toledo Mantle &amp; Tile Co. Toledo, O.</td>
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<td>K. J. Ramsler &amp; Sons Toledo, O.</td>
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<tr>
<td>Com Bros. B. Green, O.</td>
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<td>Lasalle &amp; Koch Toledo, O.</td>
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<td>Gross &amp; Tracy</td>
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<td>Horace E. Turner Newton Center, Mass.</td>
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<td>Economy Drawing Table Co. Toledo, Ohio</td>
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<td>MacManus-Trup Co. Toledo, O.</td>
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<tr>
<td>Coen Bros. B. Green, O.</td>
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<td>Heywood Bros &amp; Wakefield Co. Buffalo, Cleveland, O.</td>
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<tr>
<td>J. H. Beal Urbana, Ill.</td>
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<tr>
<td>Ladd &amp; Adams B. Green, O.</td>
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<td>E. W. A. Bowles Chicago, Ill.</td>
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<td>American Seating Co. Chicago, Ill.</td>
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<td>Coen Bros. B. Green, O.</td>
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<tr>
<td>Grand Rapids Hand</td>
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<td>Bors Company</td>
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<tr>
<td>Library Bureau</td>
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<tr>
<td>Wh. H. Corse</td>
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<tr>
<td>Hony. Britannica Co. New York City</td>
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<td>C. E. Stinsonbaugh Chicago, Ill.</td>
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<td>A. C. McClung &amp; Co. Chicago, Ill.</td>
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<td>Baker &amp; Taylor Co. New York City</td>
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<td>R. P. Crane</td>
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<td>Trustees Tol. Pub. Lib. Library</td>
<td>Toledo, O.</td>
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<td>Groes &amp; Tracy</td>
<td>Toledo, O.</td>
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<tr>
<td>General Plant Equipment.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Live Stock

- C. E. Hite
  - Fremont, O.
- A. S. Bolan

### Educational & Recreational equipment.

- Ohio State Reformatory, Mansfield, O.
- A. Frooney & Co.
- Toledo Mantle & Tile Co. Toledo, O.
- K. J. Ramsler & Sons Toledo, O.
- Com Bros. B. Green, O.
- Lasalle & Koch Toledo, O.
- Gross & Tracy
- Economy Drawing Table Co. Toledo, Ohio
- MacManus-Trup Co. Toledo, O.
- Coen Bros. B. Green, O.
- Heywood Bros & Wakefield Co. Buffalo, Cleveland, O.
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- Ladd & Adams B. Green, O.
- E. W. A. Bowles Chicago, Ill.
- Fred Hesart Mfg. Co. St. Louis, Mo.
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- Fred Hesart Mfg. Co. St. Louis, Mo.
- The J. W. Green Co. Toledo, O.
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- Library Bureau Chicago, Ill.
- Wh. H. Corse New York City
- Hony. Britannica Co. New York City
- C. E. Stinsonbaugh Chicago, Ill.
- Baker & Taylor Co. New York City
- R. P. Crane B. Green, O.
- Groes & Tracy Toledo, O.

### General Plant Equipment.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
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<tr>
<td>Lighting fixtures</td>
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<td>2325.00</td>
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<tr>
<td>Adm. Bldg.</td>
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<tr>
<td>Lighting fixtures</td>
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<tr>
<td>Dormitory</td>
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<td>650.00</td>
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<tr>
<td>El. Lamps, Dorm.</td>
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<td>121.50</td>
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<tr>
<td>Grand Total of Equipment</td>
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<td>843211.08</td>
</tr>
</tbody>
</table>

- Pillow
- Blanket
- Cot & Mattress
- China
- Glassware
- Silverware
- Kitchen equip.

### Live Stock

- C. E. Hite
  - Fremont, O.
- A. S. Bolan

### Educational & Recreational equipment.

- Ohio State Reformatory, Mansfield, O.
- A. Frooney & Co.
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- MacManus-Trup Co. Toledo, O.
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Office Supplies

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<tr>
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<th>Stamped Envelopes</th>
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<td>D. C. Van Voorhis, P. M.</td>
<td>54.88 Main. C-4</td>
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<td>O. S. Reformatory,</td>
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<tr>
<td>Mansfield, O.</td>
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</tbody>
</table>

Roll Call: McDonel yes, -Guitteau yes, -Collins yes, -Brown yes. Nays None. Carried.

There being no further business the Board moved by Guitteau and seconded by Brown that the Board adjourn to meet upon the call of President Collins. Roll Call: Guitteau yes, -Collins yes, -McDonal yes, -Brown yes. Nays none. Carried.

Board Adjourned.

E. Collins President.

Secretary.
CONTRACT.

THIS AGREEMENT, made and entered into this 19th day of August, 1915, by and between The Bryce Heating & Ventilating Co., of Toledo, Ohio, party of the first part (hereinafter designated as contractor); and The Board of Trustees of the Bowling Green State Normal College, Bowling Green, Wood Co., Ohio, at Bowling Green, Wood Co., 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 heating and ventilating of the Administration Building, roughing in for which is at present under construction. This contract shall include the following: Completing heating and ventilating as per revised specifications including vacuum return line system, according to the plans and specifications of Howard & Merriam, Architects, Columbus, Ohio.

These drawings and specifications are indentified 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 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 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 of 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 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 therefore is presented in writing to the architect within twenty-four hours of the occurrence or 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 Nine Thousand, nine hundred and ninety-six dollars ($9,995.00), 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 completion of Administration Building, during the years 1913, 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 ground 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 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, Mgr.

{ J. H. Collins, Pres.
{ John Begg V. Pres.
{ Board of Trustees
{ D. C. Brown, Sec.
{ D. T. Davis.
{ J. D. McDonel.
CONTRACT.

THIS AGREEMENT, made and entered into this 19th day of August, 1913, by and between The Huffman-Conklin Company, of Columbus, Ohio, party of the first part (hereinafter designated as contractor); and The Board of Trustees of the Bowling Green State Normal College, at Bowling Green, Wood Co., 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 materials and perform all work mentioned in the specifications or shown on the drawings as prepared by said architect, for the construction and completion of all plumbing, gas fitting and sewerage, etc., including hot water heater and return circulating system, storage tank, etc., according to the revised plans and specifications of 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 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 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 Eight Thousand, Three Hundred and seventy-four dollars ($8,374.00), 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 completion. Bowling Green State Normal College, Bowling Green, Wood Co., Ohio, during the years of 1913, 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 of 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 remain 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 HUFEMAN-CONKLIN CO., Contractor.

By Arthur P. Wolfe, Vice President.

(Seal.)

Board of Trustees.

J. E. Collins, Pres.
John Begg, V. Pres.
D. C. Brown, Sec.
D. T. Davis, Treas.
J. D. McDonel.
CONTRACT.

THIS Agreement, made and entered into this 19th day of August, 1913, by and between
The Steinle Construction Company of Fremont, Ohio, party of the first part (hereinafter des-
ignated as Contractor); and The Board of Trustees of the Bowling Green State Normal College
at Bowling Green, Wood Co., Ohio, party of the second part (hereinafter designated as owner).

WITNESSETH, That the said contractor in consideration of the fulfillment of the agree-
ment 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 The Administration Building which is at
present under construction. This completion to include the following items: (1) Completing
Fourth Floor, (2) Completing vacuum cleaning system, (3) Marble Wainscot as per revised draw-
ings, (4) completing telephone system, (5) Completing clock system. All of the above work to
be installed according to the revised plans and specifications of Howard & Merriam, Architec-
ts, 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 explana-
tions 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 mutu-
ally 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 representatives. He
shall, within twenty-four hours after receiving written notice from the architect to that ef-
fect, 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 ar-
chitect 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 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 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 Seven Thousand Nine Hundred dollars ($7,900.00), 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 completion. Bowling Green State Normal College, Bowling Green, Wood Co., Ohio, during the years of 1913, 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.
proceeds; 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 V. Steinle.

J. E. Collins, Pres.
John Begg, V. P.

Board of Trustees:
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