11-7-1919

Board of Trustees Meeting Minutes 1919-11-07

Bowling Green State University

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The Board of Trustees of the Bowling Green State Normal College met on above date at the Neil House, Columbus, with President J. E. Collins in the chair and Vice-President E. H. Ganz, J. E. Shatzel, and Secretary F. E. Reynolds present. Dr. H. J. Williams, President of the College, was also present.

The following communication from the Emergency Board to Dr. Williams was read and upon motion by Shatzel, seconded by Ganz, was ordered made a part of the records, the vote being, yes:- Collins, Ganz, Shatzel, Reynolds. Motion declared carried.

Bowling Green State Normal College
Bowling Green, Ohio.

At a meeting of the Emergency Board, held in the office of the Auditor of State on November 5, 1919, you were, in accordance with the provisions of Sections 2312 and 2313, General Code of Ohio, granted an emergency allowance in the sum of FORTY-EIGHT THOUSAND EIGHTY-THREE and 3/100 ($48,083.30) DOLLARS, for the following purpose:

For Completing Training School Building. . . . $48,083.30.

A. V. DONAHUE
Secretary Emergency Board

J. E. Shatzel reported to the Board that a summons had been served on him in an action in the Common Pleas Court of Wood County, Ohio, in the case of the Carnahan Mfg. Co., against the Bowling Green State Normal College et al. In view of such summons:

Moved by Shatzel, seconded by Ganz, that inasmuch as all contractual relations heretofore existing between this Board and the Steinle Construction Company have been terminated, the Auditor of State be and he is hereby requested to determine, or cause to be officially
and finally determined, the exact status of the account existing between the above named con-
tacting parties at the date of the notice previously given by the architect to the contractor, this Board immediately
receipt of said bid and enter into written contract with L. G. Foltz & Sons in due form of law
contract shall be entitled to receive any further payment under
sion and completion of Training School Building, exclusive of Plumbing, and Heating & Ven-
ter with promptness and diligence, or fail in the performance of any clause of this
receipts 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 mentioned in the specifications referred to and identified as provided in Article 1.
All drawings and specifications are and remain the property of the state.
These drawings and specifications are identified by the file in the office of the Auditor of State.
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
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
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 to terminate the employment of the contractor for such action, the owner shall be at liberty, to terminate the employment of the contractor for
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 used, and to employ any other person or persons to finish the work, and to provide the material therefor.
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 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 exceed the unpaid
balance, the contractor shall pay the difference to the owner. The expense incurred by the
own and for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the architect, whose the
contractor and his authorized representatives, shall be at liberty to audit and certify the work done under this contract and the amount so
Art. 6. The contractor is to complete all work contemplated under this contract by
April 15, 1920.
'
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. 6. The owner agrees to provide all labor and material not included in this con-
tact 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 here by 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 Fifty-Six Thousand,
Six Hundred Dollars, (56,600.00), subject to additions and deductions as hereinafter pro-
vided, 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 progress
said estimates to call for payments in accordance with the state law governing public build-
ings, provided, however, that nothing in this contract shall be construed to create an ob-
ligation or incur a liability against the state in excess of the appropriation made for
Training School (1916) $35,726.20. Emergency (1919) $20,674.00, during the years of
(1916-1919), 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 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 establish-
ed, the owner of the said premises might become liable and which is chargeable to the con-
tactor, 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 money 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 cer-
tificate given in payment under this contract, except the final certificate or final pay-
ment, 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 im-
proper 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 incor-
porated 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.

L. G. Foltz & Sons  Contractor.

By  H. M. Foltz


E. H. Ganz

J. K. Shatzel

This contract is in compliance with law.

Attorney General.

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CONTRACT BOND

Sec. 2316 G. C. (107 O. L. 454) and Sec. 2365-4 G. C. (107 O. L. 642)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned L. G. Foltz and Sons of Colum-
bus, Ohio, as principal, and Globe Indemnity Company, organized under the laws of the State
of New York and duly authorized to transact business within the State of Ohio , as surety,
are held and firmly bound unto the State of Ohio in the penal sum of Fifty Three Thousand,
Six Hundred Dollars, (56,600.00) for the payment of which well and truly to be made, we
hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors
and assigns.
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the 31st day of October, 1919, file with the Board of Trustees, Bowling Green State Normal College, Bowling Green, Ohio a proposal for the erection and completion of Training School Building for the Bowling Green State Normal College at Bowling Green, Ohio.

Now, therefore, in the event that said proposal is accepted, if the said principal within ten days next after the awarding of the said contract enter into a proper contract in accordance with the proposal, plans, details, specifications and bills of material, which said proposal and contract are made a part of this bond the same as though set forth herein; and faithfully perform each and every condition of such contract; and identify the State of Ohio against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefor; and pay all lawful claims of sub-contractors, material men and laborers for labor performed or material furnished in carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any sub-contractor, material man or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said contract or in or to the plans or specifications therefor shall in any wise affect the obligation of said surety on this bond.

SIGNED AND SEALED this 31 day of Oct., A.D. 1919.

L. G. Folts & Sons

H. D. Folts

Globe Indemnity Company


Attest Harold W. Guinter, Atty-in-Fact.

NOTE: The amount of this Bond must be at least the total sum of the bid.

Moved by Shatze, seconded by Ganz, that inasmuch as the bid of The Huffman-Wolfe Co., of Columbus, Ohio, was the lowest and best bid received, to wit: the sum of $15,740, for the completion of the plumbing, gas fitting, sewerage and other necessary work under the general head of plumbing, gas fitting, sewerage, of the Training School Building, now in course of construction and that said bid was made in open competition with two other bidders and in due conformity with the notice previously given by the architect to available bidders, this Board immediately accept said bid and enter into written contract with said The Huffman-Wolfe Company in due form of law and subject with the accompanying bond to the approval of the Attorney General of Ohio, the vote being, yes: Collins, Ganz, Shatze, Reynolds. Motion declared carried.

Thereupon the following contract in writing was signed by the contracting parties and by unanimous vote of the Board made a matter of record, together with the bond in the sum of $20,000 attached to the bid, to wit:--

**CONTRACT**

THIS AGREEMENT, made and entered into this 7th day of November, 1919 by and between The Huffman-Wolfe 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 County, Ohio, party of the second part (hereinafter designated as owner).

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

Article 1. The contractor under the direction and to the satisfaction of R. J. Merrim, Architect and Superintendent, Columbus, Ohio, 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 Plumbing, Gas Fitting and Sewerage. To include Water-Lift and necessary connections for Dry-Well and also roughing in for Vacuum Cleaning System, for the Training School Building.

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 the promptness and dispatch, of any of the agreements herein contained, the owner shall be at liberty after five days written notice of 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 to the contractor; and if the architect shall certify that such refusal, neglect or failure is sufficient to prevent the prosecution of the work, the owner shall be at liberty to terminate the employment of the contractor for said work, and to enter upon the premises for the purpose of completing the work contemplated 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 materials 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 April 15, 1920.

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 person 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 contractor, the time herein fixed for the completion of the said 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 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, the contractor, without 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 mentioned, 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 fifteen thousand, seven hundred and forty dollars ($15,740.00), 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, the owner estimates to make payments in accordance therewith. As long as the 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 Emergency in 1919, during the life of the said estimates to call for payments in accordance therewith, the owner shall promptly, upon receipt of said estimates furnished and delivered at the building site less fifty per cent; provided, always, that all material delivered at the building site shall be paid for according to the specifications, either by the owner or the contractor, the said fifty percent 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 the contractor fail to pay 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 constitute 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 of damage by fire and the policy shall cover all work incorporated in the buildings and materials for all sums 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
This contract is in compliance with law.

CONTRACT BOND

Sec. 2316 G. C. (107 O. L., 454) and Sec. 2365-4 G. C. (107 O. L., 642)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned The Huffman-Wolfe Company of Columbus, Ohio, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, as surety, are held and firmly bound unto the State of Ohio in the penal sum of TWENTY THOUSAND AND NO/100 Dollars, ($20,000.00) for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the 30th day of October, 1919, file with the Board of Trustees, Bowling Green State Normal College, Bowling Green, Ohio, a proposal for the erection and completion of Plumbing, Heating and Ventilating in the Training School Building, Bowling Green State Normal College, Bowling Green, Ohio.

Now, therefore, in the event that said proposal is accepted, if the said principal within ten days next after the awarding of the said contract enter into a proper contract in accordance with the proposal, plans, details, specifications and bills of material, which said proposal and contract are made a part of this Bond the same as though set forth herein; and faithfully perform each and every condition of such contract; and indemnify the State of Ohio against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefor; and pay all lawful claims of sub-contractors, material men and laborers for labor performed or material furnished in carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any sub-contractor, material man or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; its being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said contract or in or to the plans or specifications therefor shall in any wise affect the obligation of said surety on this bond.

SIGNED AND SEALED THIS 30th day of October, A.D. 1919.

The Huffman-Wolfe Company
By Arthur D. Wolfe, Pres.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By Neil E. Baker
Attorney-in-Fact.

Agent.

NOTE: The amount of this Bond must be at least the total sum of the bid.

Moved by Shatzel, seconded by Ganz, that inasmuch as the bid of The Bryce Heating & Ventilating Company of Toledo, Ohio, was the lowest and best bid received, to-wit:- the sum of $11,470, for the completion of the heating and ventilation of the Training School building now in course of construction and that said bid was made in competition with three other bidders and in due conformity with the notice previously given by the architect to available bidders, this Board immediately accept said bid and enter into written contract with said The Bryce Heating & Ventilating Company in due form of law and subject with the accompanying bond to the approval of the Attorney, General of Ohio, the vote being, yes:- Collins, Ganz, Shatzel, Reynolds. Motion declared carried.

Thereupon the following contract in writing was signed by the contracting parties and by unanimous vote of the Board was made a matter of record, together with the bond in the sum of $11,460 attached to the bid, to-wit:-
THIS AGREEMENT, made and entered into this 7th day of November, 1919 by and between
The Bryce Heating & Ventilating Company, of Toledo, 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 County, 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 R. J. Merriman,
Architect and Superintendent, Columbus, Ohio, 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 construc-
tion and completion of Heating and Ventilating System, for the Training School Building.

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 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 as-
certained 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 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 speci-
fications.

Art. 5. Should the contractor at any time refuse or neglect to supply a sufficiently,
properly skilled workmen, or of materials of the proper quality, or fail in any respect to
procure the work by the architect, or of 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 materials and to deduct the cost thereof
from the amount due or thereafter to become due under the 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 com-
pleting 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 thereof.

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 the time fixed for the completion of the contract, and if the balance due under this con-
tract 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 owner the difference.

Art. 6. The contractor is to complete all work contemplated under this contract by
April 15, 1920.

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 said 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, 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 an act, neglect, delay or default of the owner or the architect, or of any
other person 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, he agrees that he will reimburse the contractor
for such damage; and the owner does hereby agree that if he shall fail to agree that if he shall
cause any damage for which the owner shall be liable, as more 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 Eleven Thousand,
Four Hundred and Seventy Dollars, ($11,470.00), subject to additions and deductions as
hereinbefore provided, and that such sum shall be paid in current funds by the owner to the

CONTRACT

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contractor in installments as follows:

Upon estimates issued by the architect about once a month - ses. Said estimates to call for payments in accordance with the 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 Emergency (1919), during the years of on all suitable materials furnished and delivered at the building: and also payments on the material and work in place less fifty per cent to be reserved until said material in the building. 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, Mar.

J. H. Collins, Sec'y.
F. H. Reynolds, Sec'y.

Board of Trustees

E. Reay, Jr.
E. H. Gear
J. E. Shatrel

This contract is in compliance with law.

Attorney General.

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CONTRACT BOND

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the 31st day of October 1919, file with The Board of Trustees, Bowling Green State Normal College a proposal for the erection and completion of The unfinished portion of the heating and ventilating system for the Training School. Building of the Bowling Green State Normal College at Bowling Green, Ohio.

Now, therefore, in the event that said proposal is accepted, if the said principal within ten days next after the awarding of the said contract enter into a proper contract in accordance with the proposal, plans, details, specifications and bills of material, which proposal and contract are made a part of this Bond the same as though set forth herein; and faithfully perform each and every condition of such contract; and indemnify the State of Ohio against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefor; and pay all lawful claims of sub-contractors, material men and laborers for labor performed or material furnished in carrying forward, performing or completing

November 7, 1919

Proceedings, Trustees Bowling Green Normal College

Sec. 2316 G. C. (107 O. L., 454) and Sec. 2364-4 G. C. (107 O. L., 642)
of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any sub-contractor, material man or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said contract or in or to the plans or specifications therefor shall in any wise affect the obligation of said surety on this bond.

SIGNED AND SEALED this 31st day of October, A. D. 1919.

The Bryce Heating & Ventilating Co.
By J. F. Bryce

SOUTHERN SURETY COMPANY
By Bert Becker
Attorney-in-Fact.

NOTE: The amount of this Bond must be at least the total sum of the bid.

Upon motion the Board adjourned to meet at the call of the President.

Meeting of the Board of Trustees was called to order by Vice President Ganz, and Mr. Shatzel was elected Secretary pro tem. Roll call—present, Brown, Ganz, Shatzel; absent, President Collins and Secretary Reynolds. President Williams was also present.

President Williams reported that on November 11th, Mr. L.S. Crawford, a contractor of Toledo, appeared on the premises of the Training School building representing that he had purchased from the Steinle Construction Co. certain tools and building appliances, and with his helper he began to dismantle the electric hoist and concrete mixer. Being advised that these articles had been taken over by the Board of Trustees, he withdrew, but appeared again on the 13th and again on the 14th, stating that he had communicated with Mr. Steinle and expected to proceed. President Williams stated that when Mr. Crawford first appeared on the 11th of November, he immediately notified the Attorney-General's department and he was again in communication with said department on the 13th and 14th, and he was advised first to try to persuade Mr. Crawford to leave the premises and later on to threaten prosecution. President Williams further stated that on November 14th he handed Mr. Crawford the following written notice, and thereupon the said Crawford left the premises:

11-14-19
L. S. Crawford
1319 Huron Street
Toledo, Ohio
Dear Sir:
I find that you and helper are unlawfully trespassing upon the grounds of the Bowling Green Normal College and I hereby demand that you leave said premises immediately and take with you your tools and helper, or it will be necessary for me to prosecute you for trespassing upon the aforesaid premises.

Very truly yours,

H. B. Williams
President

President Williams presented the following communication from the Attorney-General which was ordered spread upon the minutes:

STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
COLUMBUS
John G. Price
Attorney General
November 15, 1919.