5-28-1923

Board of Trustees Meeting Minutes 1923-05-28

Bowling Green State University

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Moved by Bowsher and seconded by Ganz that the claims and expense accounts be allowed and paid, the fund designations to be made by Dr. Williams. Voting aye, Shatzel, Johnston, Ganz, Bowsher. Motion carried.

There being no further business, the Board adjourned to meet at the Hotel Deshler, Columbus, Ohio, May 28th, 1923, at 9:00 A.M.

Attest:

[Signature]

President

Columbus, Ohio.
May 28, 1923.

The Board of Trustees of the Bowling Green State Normal College met at 9:00 A.M. at the Hotel Deshler, Columbus, Ohio, on the above date. The members present were Dr. H. J. Johnston, Secretary, E. H. Ganz, Treasurer, and E. L. Bowsher. Dr. Williams, President of the College, and Robert S. Harsh, State Architect and Engineer, were also present. President J. E. Shatzel and D. C. Brown were unavoidably absent.

On motion by Ganz and seconded by Johnston, E. L. Bowsher was elected President pro tem.

The minutes of the meeting of May 17th, 1923, were read and approved.

Dr. Williams presented and read a letter from Robert S. Harsh, State Architect and Engineer, under date of May 18th which was ordered spread upon the minutes.

State of Ohio
DEPARTMENT OF HIGHWAYS AND PUBLIC WORKS
Leon G. Herrick, Director
Columbus

Division of Public Lands and Buildings
Robert S. Harsh
State Architect and Engineer

Dr. H. B. Williams, President
Bowling Green State Normal College
Bowling Green, Ohio.

Dear Doctor:

Confirming my telegram to you of yesterday, I took the matter up with the Auditor of State as to the earliest date construction could be started upon items appropriated in A.H.B. No money would all become available on July 1st, 1923, and that, prior to that date, the money could not be encumbered for any contracts, advertising or even architectural services of my office; however, it seems to me that with a fund still available, any work which the Board may desire on plans for the tunnel and sewer system, can be taken care of so that you will be able to advertise shortly after the first day of July.

This being the case, if it is the desire of the Board of Trustees to secure the services of S. P. Stewart & Son on the Recitation and Library Building, nothing can be done in the way of contracting for these services until after the first of July.

For your information, the contracts for Wings A & B, are in the hands of the Attorney General, the last documents...
having been received early this week.

In regard to the Barrett Company roof, I am enclosing a letter which I have written to them.

Respectfully yours

Robert S. Harsh
State Architect and Engineer

Dr. Williams presented an approved copy of the contract between the State of Ohio, acting by its Department of Highways and Public Works, and S. P. Stewart & Son, Architects, for the preparation of plans, specifications, and details for Wings A and B of the new dormitory for women.

ARCHITECT’S OR ENGINEER’S CONTRACT

WHEREAS, the Emergency Board has made an appropriation for an improvement at BOWLING GREEN STATE NORMAL COLLEGE, Bowling Green, Ohio, as shown by the following item: WINGS A & B OF A GIRL’S DORMITORY - as appropriated by the Emergency Board, in the amount of $422 under G-2 Buildings - “Additions to Wings A and B, and Oak Finish to Dormitory under construction $422.00”.

WHEREAS, the BOARD OF TRUSTEES (according to extracts from the Minutes of the Meeting dated April 9th, 1923) having charge of said institution desires to proceed with said improvement, and has requested the Department of Highways and Public Works to prepare plans and estimates therefor, and

WHEREAS, said Department of Highways and Public Works, in the carrying out of said improvement, is desirous of engaging the services of the Architect hereinafter named:

NOW, THEREFORE, this agreement made this 2nd day of May A. D. 1923, by and between the State of Ohio, of the one part, acting by its Department of Highways and Public Works, and S. P. Stewart & Son, hereinafter referred to as Architect of the other part, Witnesseth:

The State of Ohio does, under the conditions named below, hereby employ the Architect for the rendition to it, under the direction, subject to the orders and to the satisfaction of the Department of Highways and Public Works of the following services with respect to said improvement, to-wit:

I.

(1) To prepare plans, specifications, (bills of material) and estimates of cost.
(2) To superintend the construction of said improvement.
(3) To inspect the materials going into said improvement previous to their incorporation into the same.

The preparation of plans shall consist of first preparing and submitting to the Department of Highways and Public Works of preliminary studies consisting of drawings, such as ground floor plans and elevation or perspective view of exterior necessary to illustrate the general scheme of the improvement before making general working drawings, which preliminary studies shall be accompanied by a general approximate estimate of the cost. Thereafter, upon receiving an order to do so from the Department of Highways and Public Works, the Architect shall prepare full and accurate plans, suitable for the use of contractors in the making of the building and other builders in the same; details to scale and full-sized, so drawn and represented as to be easily understood; accurate bills showing the exact quantities of different kinds of materials necessary to the making of said improvement; definite and complete specifications of the work to be performed, together with such directions as will enable a competent mechanic or other builder to carry them out and afford bidders all needful information; a full and accurate estimate of each item of expense and of the aggregate cost of the improvement; and such further data as may be required by the Department of Highways and Public Works. The Architect shall furnish the following number of plans and specifications: 12 sets, one of which is to be on cloth for the Auditor of State’s office and additional blueprints of sketches and details, as may be required.

The superintendence to be furnished by the Architect shall be held to mean daily and continuous superintendence either by the Architect himself or by a representative in his employ. Such representative shall at all times during the course of the improvement be subject to the approval of the Department of Highways and Public Works.

It shall be part of the duty of the Architect in preparing working plans to satisfy himself as to the topographic conditions and bearing values at the site of the improvement; and if surveys are necessary for that purpose, the Architect shall make such surveys, or have them made, at his own expense.

II.

All original drawings and specifications immediately upon completion by the Architect shall be the property of the State of Ohio, and upon request of the Department of Highways and Public Works shall be delivered to it. Said Department or any authorized representative thereof shall at all reasonable times have the right to inspect and examine such drawings and specifications or copies thereof when the same are in the possession or at the office of the Architect for working use.

III.

At the time of entering into the agreement with a contractor for the construction of said improvement or a part thereof, a reasonable period of time for the completion of the work shall be determined upon by the board or officer having control of the
in institution at which said improvement is to be made, and the Department of Highways and Public Works; and should the services of the Architect in superintending the work extend beyond the time so determined, the Architect will be compensated for his cost incurred by reason of such additional superintendence.

IV.

All services of the Architect are to be rendered to the best of his ability. If at any time in the judgment of the Director of Highways and Public Works, the services of the Architect are unsatisfactory, the State of Ohio, acting by said Director, or his successor, may terminate the services of the Architect allowing him such compensation, if any, as in the judgment of said Director, or his successor, may then be due such Architect.

The Director of Highways and Public Works may remove from the work any representative or superintendent of the Architect, when in the judgment of said Director such representative or superintendent is incompetent or is not rendering satisfactory service.

V.

It is understood that any contract or contracts entered into by the State of Ohio or the board of officer having control of the institution above named, for said improvement work above named, shall specify that the Architect or Engineer in charge is the Department of Highways and Public Works, and the final determination of any and all questions arising with respect to the definition and construction of the meaning and intent of the drawings, specifications and terms of the contract shall rest with the Department of Highways and Public Works.

VI.

The State of Ohio agrees to pay the Architect as full compensation for his services as aforesaid, and any and all expenses incurred by said Architect in performing said services, an amount equal to ....per cent of the amount paid out by the State of Ohio under and on account of contracts entered into by the State for the construction of said improvement. When labor or material is furnished by the State of Ohio, the actual cost to the State of Ohio shall be taken as the basis for computing the Architect's compensation. The Architect's compensation will be paid by requisitions issued in his favor by the Department of Highways and Public Works upon the board or officer having control of the institution at which the improvement is made, and such compensation shall become due and payable in the following order: 1-4/100 (%) per cent when the preliminary plans have been completed and approved by the Department of Highways and Public Works and the board or officer having charge of the institution at which the improvement is to be made; a further 2% per cent when plans, specifications, (bills of material) and estimates of cost have been completed in readiness for contractors, and accepted and approved by the Department of Highways and Public Works, and the board or officer having control of the institution at which the improvement is to be made; and a further 2% per cent in installments as the work progresses, based on payments made in the first instance on the estimated cost, and are to be treated as installment payments on the entire fee based upon the actual cost. The total fee shall be $1928.03.

In case of abandonment or suspension of the improvements, the Architect will be allowed as compensation for partial services such amount as may in the judgment of the Department of Highways and Public Works, and its Director, be proper. For alterations and additions after general working plans and specifications have been approved and accepted by the Department of Highways and Public Works and the board or officer having charge of the institution at which the improvement is to be made, an additional payment will be made to the Architect in such sum as may in the judgment of the Department of Highways and Public Works, and its Director, be proper.

In Witness Whereof, the parties hereto have hereunto set their hands on the day and year first above mentioned, the State of Ohio signing and sealing these presents by its Department of Highways and Public Works and the Director thereof.

THE STATE OF OHIO
DEPARTMENT OF HIGHWAYS AND PUBLIC WORKS
(Signed) By Leon C. Herrick
Director
(Signed) 3. P. STEWART & SON
By B. A. Stewart
Architect

APPROVAL BY BOARD, DEPARTMENT OR OFFICER HAVING CHARGE OF INSTITUTION

May 25th, 1923

The above contract by and between the State of Ohio and 3. P. Stewart & Son Architect is hereby approved by

(Signed) J. E. Shatzel President
(Signed) M. J. Johnston Secretary
(Signed) E. H. Ganz Treasurer
(Signed) E. L. Bewsher
Dr. Williams presented an approved contract between the Watts & Suhrbier Company and the State of Ohio for the general construction of Wings A and B of the new dormitory for women.

**CONTRACT**

THIS AGREEMENT, made and entered into this 9th day of April, 1923, by and between

**ARTICLE I.** The contractor under the direction and to the satisfaction of THE DIRECTOR OF HIGHWAYS AND PUBLIC WORKS, acting as Superintendent and 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 Wings A and B of a Girls' Dormitory at the Bowling Green State Normal School, Bowling Green, Ohio, as contained in the General Contract of the proposal dated April 9th, 1923, to be executed by the architect, whose certificate thereon shall be conclusive and paid for the construction and completion of Wings A and B of the proposal being hereto attached and made a part of this contract. These drawings and specifications are identified by the seal in the office of the Auditor of State.

**ARTICLE 2.** The architect shall furnish the contractor such further drawings or explanations as may be necessary to detail and illustrate the work to be performed, 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.

**ARTICLE 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.

**ARTICLE 4.** The contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the architect or his duly 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 have written notice condemn as unsafe, improper or as in any way failing to conform to the drawings and specifications.

**ARTICLE 5.** Should the contractor at any time refuse or neglect to supply a sufficient number of properly skilled workmen, or of materials of the proper quality, or fail in any way to perform 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 to 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.

**ARTICLE 6.** The contractor is to complete all work contemplated under this contract in eight months from the date of the approval of this contract.

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.

**ARTICLE 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 his agents, or of any other contractor employed by the owner upon the work, or by any damage which may happen by fire, lightning, earth quake 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.
ARTICLE 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.

ARTICLE 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 twenty-eight thousand, eight hundred and twenty dollars ($28,820.00) 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 addition to Wings A and B and Oak Finish to Dormitory under construction (Emergency 1923) as per action of Controlling Board April 7, 1923 (See letter attached) during the year of 1923; 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.

ARTICLE 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.

ARTICLE 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.

ARTICLE 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 WATTS & SUHRBIER COMPANY
(Signed) By C. A. Watts,
President

STATE OF OHIO
Acting by
Director of Highways and Public Works
(Signed) By Leon C. Herrick,
Director

This contract is in compliance with law.
(Signed) C. C. Crabbe
Attorney General.

May 24, 1923.

Dr. Williams presented an approved copy of the contract between Wiggins & Gillespie and the State of Ohio for the plumbing of Wings A and B of the new dormitory for women.
THIS AGREEMENT, made and entered into this 9th day of April, 1923, by and between WIGGINS AND GILLESPIE, a partnership of Bowling Green, Ohio, party of the first part (hereinafter designated as contractor); and THE STATE OF OHIO, acting by THE DEPARTMENT OF HIGHWAYS AND PUBLIC WORKS at Columbus, Ohio, party of the second part (hereinafter designated as owner).

ARTICLE I. The contractor under the direction and to the satisfaction of the DIRECTOR OF HIGHWAYS AND PUBLIC WORKS, acting as Superintendent and Architect, acting for the purpose of this contract as agent of said owner, shall and will provide all material and party including labor or service, and all necessary and convenient matter or materials, and all tools, implements or other equipment required to be supplied by the architect, and furnished and placed by said contractor, for the construction and completion of the Plumbing of Wings A and B of a Girls' Dormitory at the Bowling Green State Normal School, Bowling Green, Ohio, as covered by the item entitled Plumbing Contract of Wings A and B of the proposal dated April 9, 1923, embracing all labor and materials omitted under Options Nos. 7a and 7b in contract dated December 7, 1922, between the parties hereto; said proposal being hereto attached and made a part of this contract.

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 I. It is mutually understood and agreed that all drawings and specifications are and remain the property of the state.

ARTICLE II. The architect shall furnish the contractor such further drawings or explanations as may be necessary to detail and illustrate the work, 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 I. These drawings and specifications are identified by the file in the office of the Auditor of State.

ARTICLE 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.

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

ARTICLE 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, all tools, material 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 a fair and just settlement shall be made, and 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.

ARTICLE 6. The contractor is to complete all work contemplated under this contract in eight months from the date of the approval of this contract.

Upon failure to have all work 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 shall remain in an unfinished condition, and to be deducted from any payments due or to become due to said contractor.

ARTICLE 7. Should the contractor be obstructed or delayed in the prosecution of his work by any act, neglect, or default of the owner of the architect, or of any other contractor employed by the owner upon the work or by any damage which may happen by fire, lightning, earthquake or cyclone, or the abandonment of the work by the owner, 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 to the architect within twenty-four hours of the occurrence of such delay. The duration of such extension shall be certified by the architect.

ARTICLE 8. The owner agrees to provide all labor and material not included in this contract in such manner as to not 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.

ARTICLE 9. It is hereby mutually agreed between the parties hereto that the sum to be paid by the owner to the contractor for said work and material shall be one thousand, six hundred ninety-six and 65/100 dollars ($1,696.65) 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 Addition to Wings A & B and Oak Finish to Dormitory under construction (Emergency 1923) as per action of Controlling Board, April 7th, 1923 (See letter attached) during 1923 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.

ARTICLE 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.

ARTICLE 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.

ARTICLE 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.

WIGGINS & GILLESPIE
Contractor
(Signed)
By Stewart T. Wiggins
STATE OF OHIO
Acting by
Department of Highways and Public Works
(Signed)
By Leon C. Herrick
Director

This contract is in compliance with law.
(Signed)  C. C. Crabbe
Attorney General

May 24, 1923.

Dr. Williams presented an approved copy of the contract between the Bryce Heating & Ventilating Company and the State of Ohio for the heating of Wings A and B of the new dormitory for women.
THIS AGREEMENT, made and entered into this 9th day of April, 1923, by and between THE Bryce Heating and Ventilating Company, a partnership of Toledo, Ohio, party of the first part (hereinafter designated as contractor); and THE STATE OF OHIO, acting by the DEPARTMENT OF HIGHWAYS AND PUBLIC WORKS at Columbus, 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 the owner, agrees to construct, install, furnish and complete all labor and materials comprising the work described in the drawings and specifications attached hereto and made part of this contract.

ARTICLE 2. The architect shall furnish the contractor such further drawings or specifications as the architect may deem necessary.

ARTICLE 3. No alteration shall be made in the work shown or described by the drawings and specifications, except as written orders by the architect or owner.

ARTICLE 4. The contractor shall provide sufficient, safe and proper facilities at all times during the execution of the work, as determined by the architect or owner.

ARTICLE 5. Should the contractor at any time refuse or neglect to supply a sufficient quantity of properly skilled workmen, or 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 such labor or materials, and to deduct the cost thereof from the said 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.

ARTICLE 6. The contractor shall complete all work contemplated under this contract in eight months from the date of the approval of this contract.

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.

ARTICLE 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 employer, or by the defect of any of the materials, then the duration of the time 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 of such delay. The duration of such extension shall be certified by the architect.

ARTICLE 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.

ARTICLE 9. It is hereby mutually agreed between the parties hereto that the sum to be paid by the owner to the contractor for said work and material shall be one thousand, five hundred and fifty dollars ($1,550.00) subject to additions and deductions as hereinafore 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 addition to Wings A and B and Oak Finish to Dormitory under construction (Emergency 1923) as per action of Controlling Board April 7th, 1923 during the years of 1923 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.

ARTICLE 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.

ARTICLE 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.

ARTICLE 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.

(Signed) BRYCE HEATING & VENTILATING CO.

By J. W. Bryce Contractor

STATE OF OHIO

Acting by Department of Highways and Public Works

(Signed) By Leon C. Herrick Director

This contract is in compliance with law

(Signed) C. C. Crabbe

Attorney General

May 24, 1923

Dr. Williams presented an approved copy of the contract between E. F. Miller & Company and the State of Ohio for the electrical work of Wings A and B of the new dormitory for women.
THIS AGREEMENT, made and entered into this 9th day of April, 1923, by and between EARL F. MILLER, an individual doing business as EARL F. MILLER & COMPANY of Toledo, Ohio, or THE DIRECTOR OF HIGHWAYS AND PUBLIC WORKS, acting by and between EARL F. MILLER & COMPANY of Toledo, Ohio, or by its successor in interest (hereinafter designated as contractor), and THE STATE OF OHIO, acting by the DEPARTMENT OF HIGHWAYS AND PUBLIC WORKS at Columbus, 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 THE DIRECTOR OF HIGHWAYS AND PUBLIC WORKS, acting as Superintendent and 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 Electrical Work of Wings A and B of a Girls' Dormitory at the Bowling Green State Normal School, Bowling Green, Ohio, as covered by the item entitled Electrical Work Contract of Wings A and B of the proposal dated April 9, 1923, embracing all labor and materials omitted under Options Nos. 5a, 5b, 6a, and 6b in contract dated December 7, 1922, between the parties hereto; said proposal being hereto attached and made a part of the contract.

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

ARTICLE 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.

ARTICLE 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 added or omitted shall be computed as directed by the architect, and the amount so ascertained shall be added to or deducted from the contract price.

ARTICLE 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 falling to conform to the drawings and specifications.

ARTICLE 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 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 shall be entered upon the owner's books as a charge against the contractor, and when so entered the same shall be a valid lien against 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.

ARTICLE 6. The contractor is to complete all work contemplated under this contract in eight months from the date of the approval of this contract.

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.

ARTICLE 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 by the fault 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.

ARTICLE 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.

ARTICLE 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 four hundred sixty-six 20/100 dollars ($66.20) subject to additions and deductions as hereinafter provided, and that such sum shall be paid in current funds by the owner to the contractor in installments as follows:

Upon estimates issued by the architect about once a month as long as the work progresses. Said estimates to call for payments in accordance with the state law governing public buildings, provided, however, that nothing in this contract shall be construed to create an obligation or incur a liability against the state in excess of the appropriation made for addition to Wings A and B and Oak Finish to Dormitory under construction (Emergency 1923) as per action of Controlling Board April 7, 1923, during the years of 1923 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.

ARTICLE 10. It is further mutually agreed between the parties hereto that no 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.

ARTICLE 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.

ARTICLE 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.

(Signed) 
EARL F. MILLER & CO. 
Contractor,

By Earl F. Miller

(Signed) STATE OF OHIO 
Acting by 
Department of Highways & Public Works 
By Leon C. Herrick 
Director.

This contract is in compliance with law.

(Signed) C. C. Crabbe 
Attorney General

May 24, 1923.

After a conference with Robert S. Harsh, State Architect and Engineer, it was moved by Ganz and seconded by Bowsher that the said Robert S. Harsh be requested to prepare plans and specifications for the extension of the tunnel system since there was a sufficient balance in the appropriation for the tunnel system in H.B. 301 to take care of the expenses of the preparation of plans and specifications. Voting aye, Ganz, Johnston, Bowsher. Motion carried.

Estimate #5 to the Watts & Shuhbier Company duly certified by the architect and amounting to $14,535.00 was presented for allowance. Moved by Ganz and seconded by Johnston that the estimate be allowed and paid from Add. & Bett., H.B. 301, Dormitory for Women. Voting aye, Ganz, Johnston, Bowsher. Motion carried.

Estimate #2 to E. F. Miller & Company, duly certified by the architect and amounting to $995.65 was presented for allowance. Moved by Gans and seconded by Johnston that the estimate be allowed and paid from Add. & Bett., H.B. 301, Dormitory for Women. Voting aye,
Johnston, Ganz, Bowsher. Motion carried.

The claims of S. P. Stewart & Son, architects, amounting to $363.37, the same being 2% of the original estimate of the Watts & Subhrler contract for Wings A and B, amounting to $361,313; 1.43% of contract with the Bryce Heating & Ventilating Company amounting to $222.17; 1.43% of the contract of Wiggins & Gillespie for Wings A and B amounting to $333.93; 2% of contract with the Watts & Subhrler Company for Wings A and B amounting to $576.40; 1.43% of the contract of Wiggins & Gillespie for Wings A and B amounting to $24.26, were presented for allowance. Moved by Ganz and seconded by Johnston that the above claims be allowed and paid from Emergency 1923, Wings A and B and Oak Finish to Dormitory now under construction. Voting aye, Johnston, Ganz, Bowsher. Motion carried.

The following claims of S. P. Stewart & Son, architects, the same being 1.43% of the Watts & Subhrler contract for Wings A and B, amounting to $361,313; 1.43% of contract with the Bryce Heating & Ventilating Company amounting to $222.17; 1.43% of the contract of Wiggins & Gillespie for Wings A and B amounting to $333.93; 2% of contract with Wiggins & Gillespie for Wings A and B amounting to $576.40; 1.43% of the contract with Wiggins & Gillespie for Wings A and B amounting to $24.26, were presented for allowance. Moved by Ganz and seconded by Johnston that the above claims be allowed and paid from Add. & Bett. H. B. 301. Dormitory for Women. Voting aye, Johnston, Ganz, Bowsher. Motion carried.

The claim of S. P. Stewart & Son amounting to $14.89, the same being 2% of Estimate #2 to E. F. Miller & Company was presented for allowance. Moved by Ganz and seconded by Johnston that the claim be allowed and paid from Add. & Bett. H. B. 301. Dormitory for Women. Voting aye, Johnston, Ganz, Bowsher. Motion carried.

The following claims of S. P. Stewart & Son, architects, the same being 1.43% of the Watts & Subhrler contract for Wings A and B, amounting to $361,313; 1.43% of contract with the Bryce Heating & Ventilating Company amounting to $222.17; 1.43% of the contract of E. F. Miller & Company amounting to $66,977; 1.43% of contract with Wiggins & Gillespie amounting to $24.26, were presented for allowance. Moved by Ganz and seconded by Johnston that the above claims be allowed and paid from Add. & Bett. H. B. 301. Dormitory for Women. Voting aye, Johnston, Ganz, Bowsher. Motion carried.

The following claims of S. P. Stewart & Son, architects, the same being 1.43% of the Watts & Subhrler contract for Wings A and B, amounting to $361,313; 1.43% of contract with the Bryce Heating & Ventilating Company amounting to $222.17; 1.43% of the contract of E. F. Miller & Company amounting to $66,977; 1.43% of contract with Wiggins & Gillespie amounting to $24.26, were presented for allowance. Moved by Ganz and seconded by Johnston that the above claims be allowed and paid from Add. & Bett. H. B. 301. Dormitory for Women. Voting aye, Johnston, Ganz, Bowsher. Motion carried.

The following claims of S. P. Stewart & Son, architects, the same being 1.43% of the Watts & Subhrler contract for Wings A and B, amounting to $361,313; 1.43% of contract with the Bryce Heating & Ventilating Company amounting to $222.17; 1.43% of the contract of E. F. Miller & Company amounting to $66,977; 1.43% of contract with Wiggins & Gillespie amounting to $24.26, were presented for allowance. Moved by Ganz and seconded by Johnston that the above claims be allowed and paid from Add. & Bett. H. B. 301. Dormitory for Women. Voting aye, Johnston, Ganz, Bowsher. Motion carried.

Dr. Williams presented the following payrolls for action of the Board.

**June 1**

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**June 16**

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Board.

Voucher No.  funds provided therefor. Voting aye, Johnston, Ganz, Bowsher. Motion carried.

July 1 - R. A. Sauer

Financial Clerk

1 mo. 187.50 187.50

Mrs. Wesley Adams

Stenographer 75.00 75.00

Mertie Cram

Asst. Registrar 83.33 83.33

Gertrude Brod

Bookkeeper 2/3 mo. 63.33 55.54

John Meyer

Janitor 1 mo. 104.16 104.16

W. R. Frost

" 91.66 91.66

Mrs. Wilma Martin

Janitress 60.00 60.00

A. C. Albright

Engineer 125.00 125.00

Emmanuel Smith

Fireman 110.00 110.00

Emory Young

" 110.00 110.00

Michael Finkenheimer

Grounds Laborer 91.66 91.66

Thelma Heald

Extra Clerk 264da. 2.00 53.00

Esther Russell

Extra Clerk 44 0.25 11.00

Ivan Lake

Stu. Asst. Office 0.25 4.75

Morrie Bostline

" 0.25 3.63

Jean Sherer

" 0.25 1.00

Nellen McChung

" 0.25 1.00

Elizabeth McLaughlin

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Clara Arthur

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Suzanne Spearman

" 0.25 1.00

Jonathan Ladd

" 0.25 1.00

Donnal Smith

" 0.25 1.00

A-1 Salaries 1093.85

A-2 Extra Clerk 64.00

A-2 Student Help 12.28

$1173.23

Moved by Gans and seconded by Johnston that the payrolls be allowed and paid from funds provided therefor. Voting aye, Johnston, Gans, Bowsher. Motion carried.

Dr. Williams presented the following claims and expense accounts for action of the Board.

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<tr>
<th>Voucher No.</th>
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Moved by Ganz and seconded by Johnston that the claims and expense accounts be allowed and paid, the fund designations to be made by Dr. Williams. Voting aye, Johnston, Ganz, Bowsher. Motion carried.

Dr. Williams nominated Emanuel Smith and Emory Young as firemen and recommended that their salaries be fixed at $1320 per year of twelve months effective June 1st, 1923, since they have now qualified under Civil Service rules. Moved by Ganz and seconded by Johnston that the nominations be confirmed. Voting aye, Johnston, Ganz, Bowsher. Motion carried.

Dr. Williams presented the diplomas for the June graduates and the President and Secretary were authorized to sign them.

There being no further business, the Board adjourned to meet Saturday, June 23, 1923, at 2:00 P.M. at the Normal College, Bowling Green, Ohio.

Attest:

Secretary

President

Bowling Green, Ohio.
June 23, 1923.

The Board of Trustees of the Bowling Green State Normal College met at 2:00 P.M. in the Administration building on the above date. The members present were President J. E. Shatzel, Dr. H. J. Johnston, Secretary E. H. Ganz, Treasurer D. C. Brown and E. L. Bowsher. Dr. Williams, President of the College, and S. A. Stewart, Architect, were also present.

The minutes of the meeting of May 28, 1923, were read and approved.

Dr. Williams presented an approved extra in favor of E. F. Miller & Company and it was ordered spread upon the minutes.

April 27, 1923.

The Board of Trustees of Bowling Green State Normal College

ATTENTION: S. F. Stewart & Son

Architects

We propose to install all necessary conduits and wiring of the electric clock system for the Girls' Dormitory now being erected, according to the blue print of the Standard Electric Time Company, Columbus, Ohio, attached hereto, for the sum of One Hundred Twenty-nine ($129.00) Dollars.

Respectfully submitted

Earl F. Miller & Co.

By Earl Miller (Signed)