10-30-1923

Board of Trustees Meeting Minutes 1923-10-30

Bowling Green State University

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The Board of Trustees of the Bowling Green State Normal College met at 1:00 P.M. at its office in the Administration Building on the above date. The members present were President J. E. Shatzel, Vice President D. C. Brown, Treasurer E. H. Ganz, and E. L. Bowsher. Dr. H. J. Johnston, Secretary, came in shortly after the meeting was called to order. R. S. Harsh, State Architect and Engineer, S. A. Stewart, Architect, and Dr. Williams, President of the College, were also present.

E. L. Bowsher was elected temporary Secretary.

The minutes of the meeting of September 27th, 1923, were read and approved.

At this juncture Dr. Johnston, Secretary, came in and assumed the duties of Secretary.

Dr. Williams presented a letter from the Smith Bros. Hardware Company under date of October 5th enclosing a copy of the hardware schedule for the new dormitory showing the Corbin numbers as specified and the Russell & Erwin numbers which they propose to furnish. The letter was in words and figures as follows:

THE SMITH BROS. HARDWARE COMPANY
Columbus, Ohio

Mr. H. B. Williams, Pres.
State Normal College,
Bowling Green, Ohio.

Dear Sirs:

We received today from Mr. B. A. Stewart the plans and specifications for the Girls Dormitory. Enclosed you will find a copy of our schedule and opposite each Russell & Erwin number we have placed the Corbin comparative number so that you can correctly check our schedule. The Corbin numbers are in red.

Very truly yours,

THE SMITH BROS. HDWE. CO.

(Signed) W. R. Bennett

The schedule of hardware purported to be complete and consisted of door hardware, casement hardware and miscellaneous hardware.

Dr. Williams presented and read a letter under date of October 25th written by B. A. Stewart and himself to the Smith Bros. Hardware Company and the same was ordered made a part of the record.
October 25, 1923

Smith Bros. Hardware Co.
Columbus, Ohio.

Attention Mr. W. R. Bennett

Gentlemen:

This is to advise you that Mr. B. A. Stewart, representing S. P. Stewart & Son, Architects, and the writer representing the Board of Trustees, have checked over the schedule of hardware showing the R. & E. numbers which you propose to substitute for the Corbin numbers mentioned in the specifications and we hereby approve the said schedule, provided you will consent to changes as follows:

Page 1, Hardware Schedule, Caption, 1 Pr. Exterior Doors E to Receiving Room
2'6" x 6'1½
Substitute Bolts #28, Corresponding Sizes, for Bolts #194

Page 4, Caption, 1 Pr. Vestibule Doors D, 2'6 x 6'8 x 1½
Substitute #2768 Ball Bearing Butts, Corresponding Sizes, for #2714

Page 8, Caption, Windows All Floors

This last item refers to casement adjusters and we wish to say that we will approve the use of the R. & E. #7044 - 15" polished instead of friction polish with the understanding that this finish is the equivalent of the Corbin number specified which is described as "Polished, Plated". The approval of this item is given, provided you will agree to furnish without extra cost six oval-head black screws and washers for each window where adjusters are to be used. Stewart & Son are preparing a blue print which will be mailed you tomorrow showing how adjusters are to be installed, length of screws, etc. You will see from this blue print that in order to make the use of your adjuster satisfactory, it is necessary to provide a heavier oak strip than was shown in the original detail and the screws are to be used in firmly fastening this heavier strip to the sill, in order to make a thoroughly substantial job.

In giving this approval, we assume no responsibility for the accuracy of the quantities listed in the said schedule and should there be any oversight or insufficiency of articles specified and not included in the said schedule, you would be expected to provide any such shelf hardware as may be found necessary to complete the work according to the specifications under the heading "HARDWARE", page 30 of the general specifications.

Under separate cover I am sending you a Corbin key #0752621 for your use in master keying locks of exterior doors. According to the specifications, you are expected to provide six master keys and we shall be glad to have you return the one I am sending at your earliest convenience.

Very truly yours

(Signed) H. B. Williams
President of the College

(Signed) B. A. Stewart
Architect

C.C. to Watts & Suhrbier Co.
and S. P. Stewart & Son, Architects

Moved by Bowsher and seconded by Ganz that the Board approve the action of Dr. Williams and the Architect upon condition that the oak strip on window detail be increased from 3/8" to 11/16" and that same be screwed to sill with six screws to the window and the further condition that the Watts & Suhrbier Company agree to make the change without additional expense to the Board. Voting aye, Shatzel, Brown, Johnston, Ganz, Bowsher. Motion carried.
Dr. Williams presented and read a communication from the Bowling Green City Council dated October 20, 1923, and entitled "Notice to Property Owners" to which was attached an official copy of Resolution #665 of the Council of the City of Bowling Green declaring it necessary to construct, to complete and to pay for the work shown in the drawings and specifications referred to and identified as the drawings and specifications are identified by the file in the office of the Auditor of State.

ARTICLE 1. The contractor under the direction and to the satisfaction of THE DIRECTOR OF THE DEPARTMENT 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 and perform all work mentioned in the specifications or shown on the drawings as prepared by said architect, for the construction and completion of Tunnel contract for "Extension tunnel and sewer to Dormitory" at the Bowling Green State Normal College, Bowling Green, Ohio, in accordance with the Proposal and Item #1 of the Proposal, which Proposal is a part of this 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 required or as 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 shall be ordered or redeemed at the cost thereof from any money then due or thereafter to become due the contractor.

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 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 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 agreement herein contained, the owner shall be at liberty after five days written notice to the contractor, to provide any such labor or material, and to deduct the cost thereof from any money then due or thereafter to become due the contractor under this contract; and if the architect shall certify that such refusal, neglect or failure is sufficient grounds for such action, the owner shall be at liberty to terminate the employment of the contractor for said work, and to enter upon the premises and take possession, for the purpose of completing the work comprehended under this contract, of all tools, materials and appliances thereof, 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 expenses incurred by the owner in finishing the work, such excess shall be paid to the owner, but if such expense shall exceed the unpaid balance, the contractor shall pay the difference to the owner. The expenses 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 within ninety (90) days from the award of this contract.

Upon failure to have all work fully completed by the date above mentioned the contractor shall forfend 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
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, whereby 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 Twelve Thousand, Eight Hundred Fifteen ($12,815.00) 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 Extension Tunnel and Sewer to Dormitory, 0-32, $27,500.00 during the years of payments shall be made on all suitable materials furnished and delivered at the building site less fifty percent; 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 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) Clague & Strohl
Contractor
By R. H. Strohl

STATE OF OHIO
Acting by
(Signed) By L. A. Boulay
Director

This contract is in compliance with law.

(Signed) C. C. Crabbe
Attorney General

October 10, 1923
CONTRACT

THIS AGREEMENT, made and entered into this 19th day of September, 1923, by and between Clague and Strohl, 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).

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 THE DEPARTMENT 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 Conduit contract for "EXTENSION TUNNEL AND SEWER TO DORMITORY", at the Bowling Green State Normal College, Bowling Green, Ohio, in accordance with the Proposal and Item #2 of the Proposal, which Proposal is a part of this 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 same shall be deemed a part of the contract 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 that effect, remove from the ground 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 in any way failing to conform to the drawings and specifications.

ARTICLE 5. Should the contractor at any time refuse or neglect to supply or furnished, or of material or workmanship, of a 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, and to furnish all materials and tools, and to employ any other persons 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 sum of fifteen dollars ($15) per day for each day 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 6. The contractor is to complete all work contemplated under this contract in within ninety (90) days from the award 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 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 same shall be extended for a period of time equal to the time lost by reason of any or all of the causes aforesaid, but such allowance shall not be made unless a 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.
Proceedings, Trustees Bowling Green Normal College

October 30, 1923

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 Two Thousand, Nine Hundred Dollars ($2900.00) 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 Extension Tunnel and Sewer to Dormitory, C-32, $27,500.00 during the years of 1923-1924 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) CLAGUE & STROHL
Contractor

By R. M. Strohl

STATE OF OHIO
Acting by
THE DEPARTMENT OF HIGHWAYS AND PUBLIC WORKS

(Signed) By L. A. Boulay
Director

This contract is in compliance with law.

C. C. Crabbe
Attorney General

October 10, 1923.

CONTRACT

THIS AGREEMENT, made and entered into this 19th day of September, 1923, by and between WIGGINS & 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).

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 hereforein 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 3. That the said contractor in consideration of the fulfillment of the agreement herein made by the owner, agrees with the said owner, as follows:

This agreement is in compliance with law.

C. C. Crabbe
Attorney General

October 10, 1923.
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 of the work added or omitted shall be computed by the architect and the amount so added or deducted 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 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 due or remaining 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 in the possession, for the purpose of completing the work comprehended under this contract, of all tools, materials and appliances thereon, and to employ any other person or persons to finish the work, and to provide the material therefor.

And in case of such discontinuance of the employment of the contractor, he shall not be entitled to receive any payment under this contract until 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 architect and any unbalance paid to the owner shall be paid by the architect to the owner as herein provided, either for furnishing materials or for finishing the work, and in default, shall be treated and considered as such default, as hereinbefore provided, 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 6. The contractor is to complete all work contemplated under this contract in within Ninety (90) days from the award 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, floods, storms, wind, witchcraft, 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 hereinbefore 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 to the architect for said work and material shall be Seven Thousand, Four Hundred Sixteen Dollars ($7416.00) 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, estimates in accordance with one the state law governing public buildings, provided, however, that nothing in this contract shall be construed to create an obligation or incur a liability against the state in excess of the appropriation made for the work. The extension to Dormitory, G-32, #27,500.00 during the years of 1923-24 payments shall be made on all finish material and finish work as 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 remain thereon and any damage to the premises; provided that said material is in the possession of the owner, and the material and work in place less five per cent. 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 W. J. Gillespie
STATE OF OHIO
Acting by

THE DEPARTMENT OF HIGHWAYS AND PUBLIC WORKS

(Signed) By L. A. Boulay
Director

This contract is in compliance with law.

(Signed) C. C. Crabbe
Attorney General

October 10, 1923.

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CONTRACT

THIS AGREEMENT, made and entered into this 19th day of September, 1923, by and between CLAGUE & STROHL, 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).

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 THE DEPARTMENT 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 Tunnel contract for "EXTENSION TUNNEL AND PIPING TO RECITATION AND LIBRARY BUILDING, Bowling Green State Normal College, Bowling Green, Ohio, in accordance with the Proposal and Item 5 of the Proposal, which Proposal is a part of this 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 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 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 condemns as unsound, 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 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 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 employ another contractor for said work, and to enter upon the premises and take possession, 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 material therefor.

And in case of such discontinuance of the employment of the contractor, he shall not be entitled to receive any partial 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 owner by the contractor, 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 therefore shall be conclusive upon the parties.

ARTICLE 6. The contractor is to complete all work contemplated under this contract in within Ninety (90) days from the award of this contract.

Upon failure to have all work fully completed by the time 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 of completion of his work by any act, neglect, delay or default of the owner or the architect, or of any other contractor employed by the owner upon the work or by any damage which may happen by fire, lightning, earthquake or cyclone, or the abandonment of the work by the employee through no fault of the contractor, 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 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 any loss thereon. If 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 to the owner for said work and material shall be Five Thousand, Three Hundred Fifty Dollars ($5,350.00) 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 create an obligation or incur a liability against the state in excess of the appropriation made for Extension Tunnel and Piping to Recitation and Library Building, $32, $10,000.00 during the years of 1923-24 payments shall be made on all suitable materials furnished and delivered at the building site less fifty per cent; provided, always, that all materials delivered on the grounds and on which estimates have been based, is to become the property of the state and paid to be removed from the premises, the said fifty per cent to be reserved until said material is in place in the building; and all payments on the material and work in place less fifty per cent to be retained until the building shall have been completed and accepted by the party of the second part. The 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 hereafter 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 for full 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 or in like written notice condemns as unsound, improper or as in any way failing to conform to the drawings and specifications.

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.

CLAGUE & STROHL
Contractor
(Signed) by R. M. Strohl

STATE OF OHIO
Acting by
THE DEPARTMENT OF HIGHWAYS AND PUBLIC WORKS
(Signed) by L. A. Boulay
Director

This contract is in compliance with law.

(Signed) C. C. Crabbe
Attorney General

October 10, 1923.

CONTRACT

THIS AGREEMENT, made and entered into this 19th day of September, 1923, by and between CLAGUE & STROHL, 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).

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 THE DEPARTMENT OF HIGHWAYS AND PUBLIC WORKS, acting as Superintendent and Architect, 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 Conduit contract for "EXTENSION TUNNEL AND PIPING TO RECITATION AND LIBRARY BUILDING", Bowling Green State Normal College, Bowling Green, Ohio, in accordance with the Proposal and Item No.6 of the Proposal, which Proposal is a part of this 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 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 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.

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 appliances thereon, and to employ any other person or persons to finish the work, and to provide the material therefor.
AND in case of such discontinuance of the employment of the contractor, he shall not be entitled to receive any further payment under this contract until the said work shall be wholly completed, at which time if the unpaid balance of the amount to be paid under this contract 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 contractor for such loss, he agrees that he will reimburse the owner all monies that the latter may be compelled to pay for 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 the 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.

Craige and Strohl
Contractor
(Signed) By R. M. Strohl

STATE OF OHIO
Acting by

THE DEPARTMENT OF HIGHWAYS AND PUBLIC WORKS
This contract is in compliance with law.
(Signed) C. C. Crabbe (Signed) By L. A. Bouley
Oct. 10, 1923 Attorney General Director
CONTRACT

This Agreement, made and entered into this 19th day of September, 1923, by and between Bryce Heating & Ventilating Company, a partnership, of 415 Spitzer Building, 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 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, operations, labor, services, and specifications or shall provide the material as prepared by said architect, for the construction and completion of piping contract for "Extension Tunnel and piping to Recitation and Library Building", Bowling Green State Normal College, Bowling Green, Ohio, in accordance with the Proposal and Item #7 of the Proposal, which Proposal is a part of this contract and attached hereto.

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 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 materials condemned by him, whether worked or unworked, and to take down all portion of the work which the architect shall be like written notice condemn as unsound, 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 of properly skilled workmen, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, the owner shall be at liberty after five days written notice to the contractor, to provide any such labor or material, and to deduct the cost thereof from any money then due or thereafter to become due the contractor under this contract; and if the architect shall certify that such refusal, neglect or failure is sufficient grounds for such action, the owner shall be at liberty to terminate the employment of the contractor for said work, and to enter upon the premises and take possession, for the purpose of completing the work comprehended under this contract, of all tools, materials and appliances thereon, and to employ any other person or persons to finish the work, and to provide the 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, the contractor shall pay the difference to 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.

ARTICLE 6. The contractor is to complete all work contemplated under this contract within Ninety (90) days from the award 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 any and all consequent 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 from the cause of any storm, rain, 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 the contractor by reason of any or all of the above causes, 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 agree to cause no damage to the work, such as 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 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, Nine Hundred Forty-Nine Dollars ($1,949.00) 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 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 Extension Tunnel and Piping to Recitation and Library Building, G-32, $10,000.00. During the years of 1923-24 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 and 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, unless 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.

BRYCE HEATING & VENTILATING CO.
Contractor
(Signed)
By J. D. Bryce

STATE OF OHIO
Acting by
THE DEPARTMENT OF HIGHWAYS AND PUBLIC WORKS
(Signed)
By L. A. Boulay
Director

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

October 10, 1923.

CONTRACT

THIS AGREEMENT, made and entered into this 19th day of September, 1923, by and between CLAGUE AND STROHL, 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).

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 THE DEPARTMENT 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 Sewer contract for "EXTENSION TUNNEL AND SEWER TO HOMITORY", Bowling Green State Normal College, Bowling Green, Ohio, in accordance with the Proposal and Item No.7 of the Proposal, which Proposal is a part of this contract.
These drawings and specifications are identified by the file in the office of the Auditor of State.

ARTICLE 2. The contractor shall furnish the architect such further drawings or explanations as may be necessary to detail and illustrate the work to be done and the illustrations shall be a part of the contract. 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 such alterations or changes 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 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 to furnish sufficient labor or materials 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, materials and appliances thereon, and to employ any other person or persons to finish the work, and to provide the material therefor.

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

ARTICLE 6. The contractor is to complete all work contemplated under this contract in within Ninety (90) days from the award of this contract.

Upon failure to have all work fully completed by the date above mentioned the contractor and every person in his behalf shall be liable 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 the work, or fail to render any service, to 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 by the abandonment of the work, or by any fault or the contractor, or by the owner, or by any cause beyond the control of the contractor, or by any cause not within the control of the contractor, or by any cause not chargeable to the contractor, or by the owner, or by any cause whether worked or unworked, and to take down all portion of the work which the architect shall, in his opinion, condemn as unsound, improper or as in any way failing to conform to the drawings and specifications.

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 to do, thereby causing loss to the contractor, agrees that he will reimburse the contractor for such loss; the contractor agrees that if he shall delay the material progress of the work, as to cause any damage for which the owner shall become liable, as above stated, then he shall make good to the owner any such damage.

ARTICLE 9. It is hereby mutually agreed between the parties hereto that the sum to be paid by the said owner shall be Two Thousand, Two Hundred Sixty-five Dollars ($2265.00) 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:

On estimates issued by the architect about once a month as long as the work progresses. Such payments for payments in accordance with the plans and specifications for government 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 for Extension Tunnel, and Sewer and Sewer Improvement, U.S. $27,500.00, during the years of 1923-24 payments shall be made on all suitable materials furnished and delivered at the building site less fifty per cent; provided, always, that all material on which estimates have been based on which he shall conform to the specifications 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 all 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 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 in progress and material to be furnished 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.

CLAQUE AND STROHL
Contractor

(Signed) By R. M. Strohl

STATE OF OHIO
Acting by

THE DEPARTMENT OF HIGHWAYS AND PUBLIC WORKS

(Signed) By L. A. Boulay

Director

This contract is in compliance with law.

(Signed) C. C. Crabbe

Attorney General

October 10, 1923.

Dr. Williams presented proposals from the United States Roofing Company of Toledo and C. L. Schust Roofing Company of Ft. Wayne, Indiana, for repairing the roof of the Administration building, in accordance with specifications prepared by the Barrett Roofing Company. After a thorough discussion of these proposals, it was moved by Bowsher and seconded by Ganz that the Department of Highways and Public Works be requested to prepare specifications for removing and re-roofing of central portion of the Administration Building and the repair of the roofs of the three wings of the roof of this building, and to secure prices for roofs of different types and submit the same with their recommendations to the Board at the earliest possible date and not later than November 10th and that the said department be also requested to procure prices for re-flashing of roof of Williams Hall and such other repairs as may be needed on this roof.

Voting aye, Shatzel, Brown, Johnston, Ganz, Bowsher. Motion carried.

Estimate #1 to Clague & Strohl on Extension Tunnel and Sewer to Dormitory duly certified by the State Architect and Engineer and amounting to $1161.95 was presented for allowance. Moved by Ganz and seconded by Brown that the estimate be allowed and paid from H. B. #622, 3-32. Extension Tunnel and Piping to Recitation and Library building. Voting aye, Shatzel, Brown, Johnston, Ganz, Bowsher. Motion carried.

Estimate #2 to Clague & Strohl on Tunnel Extension and Sewer to Dormitory duly certified by the State Architect and Engineer and amounting to $1601.55 and Estimate #1 on Sewer, Extension Tunnel and Sewer to Dormitory, duly certified by the State Architect and amounting to $2065.05 were presented for allowance. Moved by Bowsher and seconded by Ganz that the estimates be allowed and paid from H. B. #622, 3-32. Extension Tunnel and Sewer to Dormitory. Voting aye, Shatzel, Brown, Johnston, Ganz, Bowsher. Motion carried.

Estimate #3 to the Bryce Heating and Ventilating Company on Wings A and B and Oak Finish to Dormitory now under Construction duly certified by the State Architect and Engineer and amounting to $247.00 was presented for allowance. Moved by Ganz and seconded by Bowsher that the estimate be allowed and paid from Emergency 1923, Wings A and B and Oak Finish to Dormitory now under Construction. Voting aye, Shatzel, Brown, Johnston, Ganz, Bowsher. Motion carried.

The claim of S. P. Stewart & Son, the same being 2/3 of Estimate #3 to the Bryce Heating & Ventilation Company on Wings A and B and Oak Finish to Dormitory now under Construction and amounting to $6.18 was presented for allowance. Moved by Ganz and seconded by Brown that the claim be allowed and paid from Emergency 1923, Wings A and B and Oak Finish to Dormitory now under Construction. Voting aye, Shatzel, Brown, Johnston, Ganz, Bowsher. Motion carried.

Estimate #3 to the Bryce Heating and Ventilating Company on Main Dormitory building
duly certified by the Architect and amounting to $912.00 was presented for allowance.

Moved by Bowsher and seconded by Brown that the estimate be allowed and paid from Add. & Bett. H.B. #301, Dormitory for Women. Voting aye, Shatzel, Brown, Johnston, Ganz, Bowsher. Motion carried.

The claim of S. P. Stewart & Son, the same being 2½% of Estimate 3/3 to the Bryce Heating & Ventilating Company on Main Dormitory building and amounting to $22.50 was presented for allowance. Moved by Brown and seconded by Bowsher that the same be allowed and paid from Add. & Bett. H.B. #301, Dormitory for Women. Voting aye, Shatzel, Johnston, Brown, Ganz, Bowsher. Motion carried.

The following payroll was presented for allowance.

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<td>E-6 H.B. #301</td>
<td>13.50</td>
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<tr>
<td>203</td>
<td>J. G. Underwood Co.</td>
<td>C-4</td>
<td>2.00</td>
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<tr>
<td>204</td>
<td>L. H. Manthey &amp; Co.</td>
<td>C-4</td>
<td>1.95</td>
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<tr>
<td>205</td>
<td>Ohio State Reformatory</td>
<td>C-4</td>
<td>4.79</td>
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<tr>
<td>206</td>
<td>The John Church Co.</td>
<td>C-8</td>
<td>1.65</td>
</tr>
<tr>
<td>207</td>
<td>The John Church Co.</td>
<td>C-8</td>
<td>1.66</td>
</tr>
<tr>
<td>208</td>
<td>Milton Bradley Co.</td>
<td>C-8</td>
<td>1.94</td>
</tr>
<tr>
<td>209</td>
<td>R. M. Butler</td>
<td>C-8</td>
<td>.60</td>
</tr>
</tbody>
</table>

Moved by Ganz and seconded by Brown that the same be allowed and paid from funds provided therefor. Voting aye, Shatzel, Johnston, Brown, Bowsher, Ganz. Motion carried.

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

The following to be paid from H. B. #622 unless otherwise indicated.
<table>
<thead>
<tr>
<th>Voucher No.</th>
<th>Name of Payee</th>
<th>Attn'r</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>210</td>
<td>C. C. Birchard &amp; Co.</td>
<td>C-6</td>
<td>4.46</td>
</tr>
<tr>
<td>211</td>
<td>John J. Maas</td>
<td>C-6</td>
<td>6.76</td>
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<tr>
<td>212</td>
<td>Jonn J. Maas</td>
<td>C-6</td>
<td>6.31</td>
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<tr>
<td>213</td>
<td>Dobson-Evans Co.</td>
<td>C-6</td>
<td>17.36</td>
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<tr>
<td>214</td>
<td>Dobson-Evans Co.</td>
<td>C-6</td>
<td>10.00</td>
</tr>
<tr>
<td>215</td>
<td>A. Froncy &amp; Co.</td>
<td>C-6</td>
<td>4.40</td>
</tr>
<tr>
<td>216</td>
<td>Skaylord Bros.</td>
<td>C-6</td>
<td>6.05</td>
</tr>
<tr>
<td>217</td>
<td>Seymour Holloway</td>
<td>C-6</td>
<td>8.00</td>
</tr>
<tr>
<td>218</td>
<td>Labeya Confectionery</td>
<td>C-6</td>
<td>6.65</td>
</tr>
<tr>
<td>219</td>
<td>W. F. Bradley Co.</td>
<td>C-6</td>
<td>56.00</td>
</tr>
<tr>
<td>220</td>
<td>Harrington Machine Co.</td>
<td>C-6</td>
<td>4.26</td>
</tr>
<tr>
<td>221</td>
<td>Flat Brog Co.</td>
<td>C-6</td>
<td>7.73</td>
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<tr>
<td>222</td>
<td>S. Schrimer, Inc.</td>
<td>C-6</td>
<td>4.15</td>
</tr>
<tr>
<td>223</td>
<td>Arthur P. Schmidt Co.</td>
<td>C-6</td>
<td>5.27</td>
</tr>
<tr>
<td>224</td>
<td>Arthur P. Schmidt Co.</td>
<td>C-6</td>
<td>4.73</td>
</tr>
<tr>
<td>225</td>
<td>World Book Co.</td>
<td>C-6</td>
<td>7.56</td>
</tr>
<tr>
<td>226</td>
<td>World Book Co.</td>
<td>C-6</td>
<td>7.28</td>
</tr>
<tr>
<td>227</td>
<td>Johnson Service Co.</td>
<td>C-11</td>
<td>20.07</td>
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<tr>
<td>228</td>
<td>The Willie Co.</td>
<td>H-6</td>
<td>1.61</td>
</tr>
<tr>
<td>229</td>
<td>J. Wiss &amp; Sons Co.</td>
<td>H-6</td>
<td>17.26</td>
</tr>
<tr>
<td>230</td>
<td>The Plymouth Press</td>
<td>H-6</td>
<td>5.18</td>
</tr>
<tr>
<td>231</td>
<td>Hammacher, Schlemmer &amp; Co.</td>
<td>H-6</td>
<td>1.75</td>
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<tr>
<td>232</td>
<td>Clinton M. West</td>
<td>V-1</td>
<td>61.93</td>
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<tr>
<td>233</td>
<td>Crane Co.</td>
<td>V-1</td>
<td>2.99</td>
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<tr>
<td>234</td>
<td>Bryce Heating &amp; Ventilating Co.</td>
<td>F-1</td>
<td>27.52</td>
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<tr>
<td>235</td>
<td>W. A. Zaugg</td>
<td>F-6</td>
<td>25.82</td>
</tr>
<tr>
<td>236</td>
<td>Doubleday, Page &amp; Co.</td>
<td>0-3</td>
<td>Lib. Books 1.71</td>
</tr>
</tbody>
</table>

The following to be paid from A & B G-2 H.B. #301 Dormitory for Women $150,000.00

<table>
<thead>
<tr>
<th>Voucher No.</th>
<th>Name of Payee</th>
<th>Attn'r</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>237</td>
<td>The Bryce Heating &amp; Ventilating Co.</td>
<td></td>
<td>912.00</td>
</tr>
<tr>
<td>238</td>
<td>S. P. Stewart &amp; Son</td>
<td></td>
<td>22.00</td>
</tr>
</tbody>
</table>

The following to be paid from Wings A & B & Oak Finish to Dormitory now under Construction (Emergency 1923):

<table>
<thead>
<tr>
<th>Voucher No.</th>
<th>Name of Payee</th>
<th>Attn'r</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>239</td>
<td>The Bryce Heating &amp; Ventilating Co.</td>
<td></td>
<td>247.00</td>
</tr>
<tr>
<td>240</td>
<td>S. P. Stewart &amp; Son</td>
<td></td>
<td>6.16</td>
</tr>
<tr>
<td>241</td>
<td>Instructors' Payroll</td>
<td>A-1</td>
<td>Salaries 12790.82</td>
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<tr>
<td>242</td>
<td>Clague &amp; Strohl</td>
<td>G-32</td>
<td>H. B. 622 Ext. Tunnel &amp; Piping to Recitation &amp; Library Bld. $1165.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G-32 H. B. 622 Extension Tunnel &amp; Sewer to Dormitory</td>
</tr>
<tr>
<td>243</td>
<td>Clague &amp; Strohl</td>
<td></td>
<td>($1006.05)</td>
</tr>
<tr>
<td>244</td>
<td>Clague &amp; Strohl</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

There being no further business, the Board adjourned to meet on Saturday, November 10th, 1923, at 10:30 A.M.

Attest:

**Secretary**

**President**

Bowling Green, Ohio.
November 10, 1923.