10-30-1923

Board of Trustees Meeting Minutes 1923-10-30

Bowling Green State University

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Proceedings, Trustees Bowling Green Normal College  

September 27, 1923

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

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.

At this juncture, the minutes of the meeting of September 27th, 1923, were read and approved.

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  

October 5, 1923.

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

Dear Sir:

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 6'10
Substitute Bolts #28, Corresponding Sizes, for Bolts #194

Page 4, Caption, 1 Pr. Vestibule Doors D, 2'6 x 6'8 x 1'
Substitute #2768 Ball Bearing Butts, Corresponding Sizes, for #2/14

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 a sewer and a storm sewer at Waverly St., and seconded by W. T. Brown that said notice to property owners be referred to the State Highways Department with the request that said department secure an opinion from the Attorney General and communicate said opinion to the Board of Trustees. All members voting aye, motion carried.

The following contracts for Extension of Tunnel System, Piping, Sewer, and Light and Power Cables to Dormitory and Library and Recitation and Lecture Hall Building were presented by Dr. Williams and were ordered made a part of the minutes. The bonds were not filed with the contracts but were placed on file with the auditor of State.

**CONTRACT**

THIRD AGREEMENT, made and entered into this 19th day of September, 1923, by and between CLAGUE AND STRUHL, 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 I.** 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 execute 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 colored, or original drawings and specifications referred to and so 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 made the cost of said alteration shall be added to or deducted from 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 sufficient and 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 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 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 expenses incurred by the owner in finishing the work, such excess shall be paid to the contractor by the owner, but if such expenses 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 forfeit and pay or cause to be paid to the owner, the sum of fifteen dollars ($15.00) per day or 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 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 Twelve Thousand, Eight Hundred Fifteen (§12,815.00) 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. G-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. M. 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 a tunnel contract for "EXTENSION TUNNEL TO DOMINION", 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 shall be calculated or contracted for, 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 premises 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 properly skilled workmen, 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 materials, 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 expense incurred for the contract work in 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 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 person or persons 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 equitable 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 Two Thousand, Nine Hundred Dollars ($2,900.00) subject to additions and deductions as hereinbefore provided, and that such sum shall be paid in current funds by the owner to the contractor in installments as follows:

Upon estimates issued by the architect about once a month as long as the work progresses. Said estimates to call for payments in accordance with the state law governing public buildings, provided, however, that nothing in this contract shall be construed to create an obligation or incur a liability against the state in excess of the appropriation made for 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.
I

public buildings, provided, however, that nothing in this contract shall be construed to
written certificates of the architect to the effect that such payments are due.
in place less five per cent to be retained until the building shall have been completed
made for Extension Tunnel and Sewer to Dormitory, $27,500.00 during the years of
progresses. Said estimates to call for payments in accordance with the state law governing
said material is in place in the building; and also payments on the material and work
this contract. All payments shall be made upon
and shall not be removed from the premises; the said fifty per cent to be reserved until
be paid by the owner to the contractor for said work and material shall be Seven Thousand,
as above stated, then he shall make good to the owner any such damage.
the contractor agrees that if he shall delay the material
of failure so to do, thereby causing loss to the contractor, agrees that he will reimburse
the contractor so 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.
It is hereby mutually agreed between the parties hereto that the sum to
be paid by the owner to the contractor for said work and material shall be Seven Thousand,
Four Hundred Sixteen Dollars ($7416.00) 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, the contractor shall 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 to and Dormanitory, 0-32, $27,500.00 during the years of
1923-24 payments shall be made on all materials furnished therefor, the building site less fifty per cent; provided, always, that all material delivered on the
buildings and on which estimates have been based, is to become the property of the state
and as liquidated damages, and to be deducted from any payments
in within Ninety
contract until the said work shall
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.

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
therefrom or thereafter made due or 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 such loss; and to enter for said work and material
in the possession, for the purpose of completing the work comprehended under this contract, of all
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.

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, wind, water, 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
such causes shall have been set aside, but hereafter 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.

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.

It is hereby mutually agreed between the parties hereto that the sum to
be paid by the owner to the contractor for said work and material shall be Seven Thousand,
Four Hundred Sixteen Dollars ($7416.00) 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, the contractor shall 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 to and Dormanitory, 0-32, $27,500.00 during the years of
1923-24 payments shall be made on all materials furnished therefor, the building site less fifty per cent; provided, always, that all material delivered on the
buildings and on which estimates have been based, is to become the property of the state
and as liquidated damages, and to be deducted from any payments
in within Ninety (90) days from the award of this contract.
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 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 and about to prosecute the work with promptness or 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 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 the services of the contractor for said work, and to charge 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 part of the money due 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 all 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 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 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, 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 materials 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 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 Five Thousand, Three Hundred Fifty Dollars ($5350.00) 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 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, 3-32, $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 the owner, 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 balances 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 for the 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 and 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.

CLAGUE & STROHL
Contractor

(Signed) by R. W. 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.

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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 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, as estimated by the architect, shall exceed the expense incurred by the contractor, the said contractor, and if 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 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 any other cause or event operated 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 allocation shall be made unless a claim thereof 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 such as to delay the 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 any and all 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 Six Hundred Sixty-five Dollars ($665.00) 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 Piping to Recitation and Library Building, 0-34, $10,000.00, during the years of 1921-24 payments shall be made on all suitable materials furnished and delivered at the building site least 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 materials work in place at least 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.

CLAGUE 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 otherwise than as provided for in the specifications or shown on the drawings as prepared by said architect, for the construction and completion of Piping contract for "EXTENSION TUNNEL AND PIPING TO RECRITATION 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 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 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 such 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, 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 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 unavailed 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 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 such cause. And if said time shall be less than the time thereafter allowed the contractor in case of claim, a statement 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 case of any cause of loss, such as the contractor shall prove, the owner 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 mutually agreed between the parties hereto that the sum to be paid
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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 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 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 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.
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 DORMITORY", 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.
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, and such 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 even so much as the value of the work added or omitted shall be computed by the architect and the amount 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 contractor shall be at liberty after five days written notice to the contractor, to provide any such labor or material, and at the option of the architect 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 supply sufficient funds 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 therefor, 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 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 each person to whose 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 the work, by any act, neglect 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 all or part of the work, or by cause of any fault of the contractor, then time 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 or 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, 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 work and material shall be Twenty 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:

Upon estimates issued by the architect about once a month as long as the work progresses.\n
Estimates for payments in accordance with the plans at each stage in the construction of 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 for Extension Tunnel and Sewer to Berkeley, $35, $17,500.00 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 made on which it will 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.
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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 amounting to $100,000 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 sealed 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 St. Louis, Missouri, 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 $1160.90 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 #1 to Clague & Strohl on Tunnel Extension and Sewer to Dormitory duly certified by the State Architect and Engineer and amounting to $1601.95 and Estimate #1 on Sewer, Extension Tunnel and Sewer to Dormitory, duly certified by the State Architect and Engineer and amounting to $2666.05 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 & Ventilating Company on Wings A and B and Oak Finish to Dormitory now under Construction and amounting to $616.18 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
The claim of S. P. Stewart & Son, the same being 2% of Estimate \( \frac{1}{3} \) 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, Brown, Johnston, Ganz, Bowsher. Motion carried.

The following payroll was presented for allowance.

<table>
<thead>
<tr>
<th>Name of Payee</th>
<th>Appr’ln</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Armstrong Mfg. Co.</td>
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<tr>
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<td>Pat Conway</td>
<td>A-1 Salaries</td>
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<tr>
<td>W. A. Zaugg</td>
<td>A-2 Wages</td>
<td>140.46</td>
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<tr>
<td>W. A. Zaugg</td>
<td>F-6</td>
<td>22.76</td>
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<td>W. H. Ganz</td>
<td>F-6</td>
<td>7.68</td>
</tr>
<tr>
<td>Winnifred Skillen</td>
<td>V-6</td>
<td>16.94</td>
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<td>Winnifred Skillen</td>
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<td>Winnifred Skillen</td>
<td>V-6</td>
<td>16.40</td>
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<td>Teachers College</td>
<td>9-1 Library H.B. #301</td>
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<td>D. M. Delong</td>
<td>B-1 H.B. #301</td>
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<td>J. G. Underwood Co.</td>
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<td>L. H. Manthey &amp; Co.</td>
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<td>Ohio State Reformatory</td>
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<tr>
<td>R. M. Butler</td>
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<td>.60</td>
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The following was presented for action of the Board.

The following payroll was presented for allowance.

<table>
<thead>
<tr>
<th>Date</th>
<th>President</th>
<th>Instructor</th>
<th>1 mo.</th>
<th>Pension</th>
</tr>
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<tbody>
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<td>Nov. 15</td>
<td>H. B. Williams</td>
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<td>512.77</td>
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<td>G. W. Beattie</td>
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<td>C. J. Spey</td>
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<td>J. W. Carmichael</td>
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<td></td>
<td>O. P. Clutte</td>
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<td>213.33</td>
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<td>D. J. Crowley</td>
<td>313.33</td>
<td>300.44</td>
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<td>Hazel Fitzgerald</td>
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<td>Clydie Hisong</td>
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<td>Herbert Kimmel</td>
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<td>Hyra Johnson</td>
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<td>Effie Mcowell</td>
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<td>Grace Woolworth</td>
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<td>Voucher No.</td>
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<td>Appro'n</td>
<td>Total</td>
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<td>210</td>
<td>C. C. Birchard &amp; Co.</td>
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<td>211</td>
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<td>Skaylord Bros.</td>
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<td>218</td>
<td>Lebys Confectionary</td>
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<td>219</td>
<td>Milton Bradley Co.</td>
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<td>220</td>
<td>Narragansett Machine Co.</td>
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<td>221</td>
<td>The Prang Co.</td>
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<tr>
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<td>G. Schirmer, Inc.</td>
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<td>227</td>
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<td>228</td>
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<tr>
<td>229</td>
<td>J. Wiss &amp; Sons Co.</td>
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<td>230</td>
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<td>232</td>
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<tr>
<td>233</td>
<td>Crane Co.</td>
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</table>

The following to be paid from A & B No. Dormitory for Women $150,000.00

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<th>Voucher No.</th>
<th>Name of Payee</th>
<th>Appro'n</th>
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<tbody>
<tr>
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<tr>
<td>238</td>
<td>S. P. Stewart &amp; Son</td>
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<td>22.00</td>
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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>Appro'n</th>
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<td>Instructors' Payroll</td>
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<td></td>
<td></td>
<td>G-32 H. B. 622 Extension Tunnel &amp; Sewer</td>
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</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.