

CONTRACT

1 Articles of Agreement made this 19th day of December 1928,
by and between the SKINNER ORGAN COMPANY, INC., of BOSTON, MASSACHUSETTS
hereinafter called the Builder and THE FIRST CONGREGATIONAL CHURCH,

SAGINAW, MICHIGAN,
hereinafter called the Purchaser.

2 For, and in Consideration of the sum of Twenty Thousand (\$20,000.00)

$+ 1500^{00} + 681^{00} = 22181^{00}$
Dollars, to be paid by the Purchaser to the Builder, the said Builder agrees to build an organ
according to the annexed specifications, in a most thorough and artistic manner, and install it

in THE FIRST CONGREGATIONAL CHURCH, SAGINAW, MICHIGAN,
complete in every detail and fully warranted, estimated on or about

March 30, 1929

This date is not a consideration or term of this contract, but is given in good faith and full expectation of prompt delivery, subject, however, to delays from fires, strikes or causes beyond the control of the Builder, and especially subject to delays from freight embargoes or other interferences.

3 It is agreed that the amount of any State or Federal Tax levied on the manufacture or sale of said organ or in any other manner levied on the transaction set forth in this agreement, shall be added to the purchase price hereinabove set forth, and paid by the Purchaser.

4 It is understood and agreed that the materials and labor entering into the organ hereinabove contracted for are to be procured by the Builder in the State of Massachusetts, and that said organ is to be constructed by the Builder in the State of Massachusetts from which State it is to be transported in interstate commerce to the State of Michigan where it is to be installed by the Builder as hereinabove set forth.

5 The Purchaser agrees that when the Builder is ready to proceed with the installation of the organ, the Purchaser will keep the building at a suitable temperature as required by the Builder and provide and allow the use of suitable electric current for tone regulation, tuning, testing and lighting; that he shall provide a condition of quiet within the building for the proper tone regulation of the organ, and that he shall hold the Builder harmless from interference with his workmen during the installation. The Purchaser further agrees to assume all risk of damage to the organ by fire, lightning, water or tornado while contained in the said building and to insure the same in good reliable companies for the benefit of the parties hereto as their interests may appear.

6 If the building is not in proper condition for the organ to be erected when the organ is ready for shipment, and it becomes necessary to place the organ in storage, to be held until the building is ready for installation, the Purchaser agrees to pay the cost of such storage, or to arrange for such storage in a proper place at their own expense, provided of course that the organ builder does not complete said organ at the factory before the proper time for shipment, in accordance with contract date of completion.

7 It is mutually agreed that, in view of the fact that the presence of rubbish and dust, especially from plaster, when an organ is being erected causes not only immediate but future troubles in the functioning of any organ, the building in which the organ herein referred to is to be erected shall not be considered ready for the erection of said organ until the organ chambers and the adjacent parts of the building are entirely free from rubbish and dust. In other words, it is understood that the organ erection shall not be started until any other workmen liable to create rubbish and dust shall be out of the way entirely, and furthermore, if after the organ erection men once start their work, they are interrupted by other workmen creating rubbish and dust, or making such noise as to interfere with tuning, the losses in time and expense caused by the lack of proper and reasonable conditions for organ erection and tuning, shall be paid by the Purchaser in addition to the contract price herein mentioned.

8 The Purchaser agrees to inform the Builder as to where the organ and console are to be located, and the dimensions of the spaces to be occupied before the plans or construction of the organ are begun. After these dimensions have been so determined the Purchaser shall not permit any changes to be made in the dimensions of the organ spaces, nor the installation of any obstructions such as pipes, posts, etc., and shall hold the Builder harmless from such changes or obstructions.

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9 The Purchaser, in consideration of the agreement herein of the Builder, hereby requests the Builder to construct and erect said organ and agrees to purchase the same and to pay therefor the sum of Twenty thousand Dollars

as follows:—

When the contract is signed, ^{ten}~~twenty-five~~ ¹⁰(25%) per cent. of the total contract price amounting

to Two thousand

When the principal portion of said organ is manufactured ready to assemble in the factory of the Builder, twenty-five (25%) per cent. of the total contract price amounting to.....

Upon the delivery at the above named building of the principal portion of said organ, ⁴⁰~~twenty-five~~ (25%) per cent. of the total contract price amounting to Eight thousand Dollars

Upon the erection of said organ complete, in accordance herewith, the Purchaser agreeing to examine said organ immediately in the presence of a representative of the Builder, and when accepted, the balance of said contract price, to wit, the sum of ten thousand Dollars

provided, however, that when said organ is ready for erection and is held up by the inability for any reason of the Purchaser to have the installation proceed, all payments are immediately due up to ninety (90%) per cent. of the contract price.

10 Final payment is immediately due upon use of the organ in service or in other public manner.

11 Final payment shall not be withheld on account of minor adjustments for which the Builder is liable under its warranty.

12 It is mutually agreed that the title to and ownership of said organ shall be and remain in the Builder until the contract price as heretofore stated and all promissory notes or other evidences of indebtedness and renewals thereof have been fully paid with interest at the current rate upon any amount not paid when due, and that upon such payment said organ shall become the property of the Purchaser.

13 It is understood and agreed that the delivery and acceptance of promissory notes or other evidences of indebtedness shall not be considered payment until the full amount of the same and of any renewals thereof shall have been paid in full with interest.

14 All verbal agreements and understandings are merged in this contract and the specifications and details of construction attached hereto which comprise the entire contract, and no change, alteration or modification made verbally or in any other way, will be binding upon the Builder, unless the same be made in writing signed by an executive officer of the said Builder.

15 In witness whereof, the parties hereto have hereunto set their hands and seals this

19th day of December 1928.

Edward W. Flynn
Witness

John C. Schurde
Witness

SKINNER ORGAN COMPANY, INC.

By Wm E. French

The First Congregational Church of Saginaw

W. R. M. M. M.
Pres. Board of Trustees. Purchaser

Juliana A. Keeler
Secretary and Treasurer
of Board of Trustees

SKINNER ORGAN COMPANY, INC.

ORGAN ARCHITECTS AND BUILDERS FOR CHURCHES, AUDITORIUMS, THEATRES AND RESIDENCES

SPECIFICATION OF AN ORGAN PREPARED FOR

FIRST CONGREGATIONAL CHURCH Saginaw, Michigan.

GREAT ORGAN

PIPES

50	16' Bourdon (Pedal)	17
350	8' First Diapason 42 2/9	61
350	8' Second Diapason 45 1/4	61
350	8' Flute Harmonique com 5" <i>l.b.p.</i>	61
350	8' Erzähler com	61
250	4' Principal 57	61
300	Grave Mixture (12th & 15th) 69 70	122
500	8' Tuba (Heavy Pressure Choir Box) com 10	61
300	Chimes (20 Notes)	

SWELL ORGAN

350	8' Diapason 45 1/4	73
350	8' Rohrflöte	73
	8' Salicional 6" none mild	73
	8' Voix Celeste 6 1/4	73
	4' Octave 58	73
	4' Flute Triangulaire com 7 1/2"	73
	Mixture (IV Rks.) 24	244
16'	Waldhorn com	73
8'	Trumpet 2nd	73
8'	Oboe d'Amore new draw	73
4'	Clarion 2nd	73
8'	Vox Humana led typ. - soft	73
	Tremolo	

*Shops spec checked with
this copy 1/5/14
amc*

CHOIR ORGAN

PIPES

16' Dulciana	5-0 tapered to	12
8' Cello	60	73
8' Concert Flute	#1 H / Bass	73
8' Dulciana	5-6 at 8'C	73
8' Unda Maris	5-6	61
4' Flute	#2	73
3 2/3' Nazard	com	61
8' Corno di Bassetto	com	73
Tremolo		
Chimes (From Great)		

PEDAL ORGAN - Augmented

16' Diapason	52 x 56	32
16' Bourdon	#2 tub voiced soft	32
16' Dulciana (Choir)	5"	32 Notes
8' Octave		12
8' Gedeckt		12
4' Flute		12
16' Trombone	8" metal 6" pressure	32
Chimes (From Great)		

ECHO ORGAN (Prepared For) *added*

C O U P L E R S

Swell to Great)	
Choir to Great	}	Unison
Swell to Choir		
Swell to Swell 4')	
Swell to Swell 16')	
Swell to Great 4')	
Swell to Great 16')	
Choir to Choir 4')	Octave
Choir to Choir 16')	
Choir to Great 4')	
Choir to Great 16')	
Swell to Choir 4')	
Swell to Choir 16')	

COUPLERS - Cont'd.

Swell to Pedal	}	Pedal
Choir to Pedal		
Great to Pedal		
Swell to Pedal 4'		

ck 12 Pd 4

COMBINATIONS - Adjustable at the console and visibly operating the draw stop knobs.

GREAT - 1-2-3-4-5
 SWELL - 1-2-3-4-5-6
 CHOIR - 1-2-3-4-5-
 PEDAL - 1-2-3-4-5
 GENERAL - 1-2-3-4

MECHANICALS

Swell Expression
 Choir Expression
 Great to Pedal Reversible
 Crescendo Pedal
 Sforzando Pedal
 General Cancel

The purchaser shall furnish a suitable foundation for the organ and blower, protect the motor and starting switch with the power circuit, install wiring from the console to the self-starter and connect same to all systems of doors, partitions, etc. and the providing of materials where required and wind conductors from the blower to the console and all organ chambers which may be necessary, and shall protect the organ chamber or enclosures with plate which shall be furnished by the organ builder.

The organ is to be located in the building, and registered, tuned and piped by the organ builder.

The organ case or front display plate shall be included.

The installation of accessories of the organ, register setting, the first independent church, erected at St. Paul V. Moore, New York, Michigan, and Wisconsin Churches and rectories of Michigan, Michigan.

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SKINNER ORGAN COMPANY, INC.

DETAILS OF CONSTRUCTION

The builder warrants the action and construction in every particular, and agrees to make good any defects in materials and workmanship which may appear within five years.

Action to be electro pneumatic.

Casing of console to be of native oak, or of any other native wood of equal value; of simple design to harmonize with the period of the architecture of the building.

An organist's bench of same material as console casing.

All basses of the larger winded stops on separate chests.

The organ builder is to furnish and install an electric blowing plant, consisting of a motor, blower, remote control self-starter where necessary, and generator for action current, all of ample size to meet any legitimate demand which may be made thereon by the instrument, according to the specifications.

The purchaser shall furnish a suitable foundation for the motor and blower, connect the motor and starting switch with the power current, install wiring from the console to the self-starter and connect same; do all cutting of floors, partitions, etc., and the running of conduits where required and wind conductors from the blower to the console and all organ chambers which may be necessary; and shall prepare the organ chamber in accordance with plans which shall be furnished by the organ builder.

The organ is to be erected in the building, tone regulated, tuned and left ready for use.

No organ case or front display pipe work is included.

The Committee of Acceptance of the Organ, representing The First Congregational Church, consist of Mr. Earl V. Moore, Ann Arbor, Michigan, and Mesdames Kempton and Patterson of Saginaw, Michigan.

Contract Questionnaire

Date: Jan. 7, 1929.

In reference to Contract No. 751 with

FIRST CONGREGATIONAL CHURCH, SAGINAW, MICHIGAN

to which this sheet must be attached, please answer the following questions so that our records may be clear.

1. Are we committed to any commission to anybody on this contract? *No*
If so, to whom, how much and when payable?
2. Are we committed to any free organ recital? *Not exactly*
3. Is there any unsettled question regarding front pipes or grille work? *Intend to use old case*
Are we to submit designs or estimates for either? *and display pipes*
4. Is the organ to be installed in a new building, the completion of which is doubtful? *They are remodeling church*
5. Are the organ chambers in condition to be measured by our Engineer? *yes*
6. Are there any engineering matters which require immediate attention?
7. Is there an old organ to be disposed of? *yes no* Does it belong to us or is the church to remove it before we start installation?
8. Give approximate dimensions of auditorium including inside height of roof.
seats about 700
9. Will organ be in chamber or chambers? *yes* If so, has latter good openings? *yes*
10. Is there any resonance or echo? *yes* If so, how many seconds? *1 second*
11. Have walls or roof been treated with acoustical material? *no*

Please note any further information which we should have that is not embodied in the contract.

Signed by

Wm. E. Gush

12/31/28

Specifications of work necessary to prepare organ chamber, blower room, and console location at the above church.

#1 Remove the old organ.

#3 Remove the steam radiator from the organ chamber and cap the ends of the pipes.

#5 Reverse doors on the west wall into passage and open them out from organ chamber. Close up door or seal up the opening in the west wall on the 10'-6" elevation also the hole in the north wall on same elevation to attic. Or frame around same and put in a door.

#7 Remove all truss work within the chamber except the one 8" x 8" beam running across the ceiling from north to south and the two 8" x 8" angle braces for the centre of this beam. The one inch tie rod of iron must remain.

#9 Examine floor above passage at the 10'-3" elevation and make sure this floor has the proper construction and supports to retain organ material which will weigh 60 lbs. to the square foot equally distributed.

#10 Remove all cloth from back of organ screen and replace same with Metalace.

#11 Build a sound proof room for the blower in space room below organ, now used for a cloak room. In order to have ample room for our blower, generator, and reservoirs, I would suggest that the whole of this room be taken up and that furring strips be nailed to the present walls and ceiling. Cover these furring strips with Celotex or soft Masonite one inch thick.

Where the present 8'-0" x 7'-0" opening occurs close up a portion of this opening and leave an opening 4'-6" x 7'-0". On the inside of this opening hang a 4'-0" x 8'-2" door of refrigerator type making sure the door opens out to the corridor. On the outside of this opening hang a 4'-6" x 7'-0" finished door, making sure this door opens out to the corridor also. Thru the small door in the south wall of this chamber cut an opening 15 inches square and insert a metal grille. Cut a hole 15 inches square in the lower panels of the door which leads from the Sunday school room to the old blower room and insert a metal grille also. This will create a good ventilation to the blower room. I would suggest that the present floor of this chamber be covered with John's Mansville felt 5 inches thick on top of which lay some 2" x 4" studs on their flat sides and 12 inches on centers and cover same with 3" x 7/8" matched flooring. Be sure that the ends of the wood studs and the floor boards do not touch the walls. This should form a soft bed for our blower to rest on together with the felt pads which we supply with the blower.

#12 Windtrunks

From 1'-0" inside the ceiling of the blower room run a 15 inch and a 6 inch diameter galvanized sheet iron wind trunk straight up to 6 inches above the floor of the organ chamber. From 1'-0" inside the wall of ceiling of the blower room run a 3 inch diameter galvanized sheet iron wind trunk to 3 inches above the floor at the console location.

When the echo organ is installed on the opposite end of the church a 6 inch diameter galvanized sheet iron wind trunk can be run across over the ceiling of the church from the chancel organ chamber and a 2 inch conduit can follow along with it.

These wind trunks should be made of 24 gauge galvanized sheet iron. All joints, seams and rivets must be well soldered. All joints point with the wind and all elbows as near as possible must not be less than the diameter of the pipe in radius.

#13 Conduits

From flush with the floor under the console there must be a 3 inch diameter electric wire conduit run to flush with the floor of the organ chamber just inside the case and in as direct a line as is possible. From flush with the floor under the console there must be a one inch and a 3/4 inch electric wire conduits run to the blower room. The one inch must contain two #8 wires as feeds from our direct current generator. The 3/4 inch must contain three #14 wires, two of which will operate the remote control of the blower motor, while the third wire together with one of the remote control wires will be used to light two #110 volt lamps wired in series and placed under the key sill of the console to act as a pilot light to show that the motor is running and also to give light to the pedal key board.

There is also one other 3/4 inch conduit shown on our console blue print. This is for two #14 wires to your light circuit board for lights on top and about the console.

The organ chamber and blower room should also be provided with a light circuit for lights about the organ. These circuits can be brought to some convenient wall and left there for the present in a pull box and later when our installation men are on the job, he can direct your electrician where to place the lights permanently and where they will do the most good.

The blower room must also be provided with a power circuit and the architect must ascertain what the power reading in this vicinity will be for a 5 to 7½ horse power motor and inform the Skinner organ Co. the voltage, phase, and cycles if alternating current and the voltage if direct current is obtained.

#14 General

The running and connecting up, on both ends, of all wind trunks, and conduits, specified to our organ, blower, and console must be done by the purchaser. The Skinner Organ Co. will make, pull in, and connect

up all light voltage organ action wires thru the 3 inch diameter conduit from our console to our organ.

The architect must obtain a sample of the wood to be used in our console from The American Seating Co. and send a part of this sample to The Skinner Organ Co. for their use in matching our console to their furniture.

The Skinner Organ Co. will prepare a plan of the organ chamber with finished dimensions on same and send two copies together with two copies of the console blue print and two copies of these chamber specifications to Frantz and Spence Architects, 116 N. Washington St. Saginaw, Michigan at once.

Signed

C. H. Atkins

Skinner Organ Co.
Engineer