

# CONTRACT

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ARTICLES OF AGREEMENT made this Fourth day of May 1923 by and between the SKINNER ORGAN COMPANY, a Corporation of the State of ~~Massachusetts of Boston, Mass.~~, party of the first part, and THE CHICAGO METHODIST EPISCOPAL CHURCH AID SOCIETY, a Corporation of the State of Illinois of Chicago, Illinois, party of the second part.

FOR, AND IN CONSIDERATION of the sum of FORTY-SEVEN THOUSAND FIVE HUNDRED (\$47,500.00) DOLLARS, to be paid by the party of the second part to the party of the first part, the said party of the first part agrees to build an organ according to the annexed specifications, in a most thorough and artistic manner, and install it in the Chicago Temple Building, Southeast corner of Clark and Washington Streets, Chicago, Illinois, complete in every detail and fully warranted, on October 15th, 1923. This date is a consideration or term of this contract, and 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 party of the first part, and especially subject to delays from freight embargoes or other interferences.

The party of the second part agrees that during the installation of the said organ they will keep said building at such reasonable temperature as may be required by the party of the first part; that they will provide and allow the use of the electric current for tuning and lighting; that they will afford such a condition of quiet within the building as may be needful for the

proper tone regulation and tuning of the instrument, and that they will allow suitable convenience and opportunity for the installation and completion of the organ in the said building free from unreasonable interruption. The party of the second part further agrees to assume all risk of damage to the organ by fire, lighting, 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.

The party of the second part, in consideration of the agreement herein further agrees to purchase said organ and to pay therefor the aforesaid sum of FORTY-SEVEN THOUSAND FIVE HUNDRED (\$47,500.) DOLLARS, as follows:-

Upon delivery at the above named building of the principal portion of said organ, constituting not less than 95 percent of the organ the sum of THIRTY-SIX THOUSAND (\$36,000.) DOLLARS.

Upon the erection of said organ complete, in accordance herewith, the party of the second part agrees to examine said organ within thirty (30) days in the presence of a representative of the party of the first part, and when accepted, the balance of said contract price, to wit. the sum of ELEVEN THOUSAND FIVE HUNDRED (\$11,500.) DOLLARS, provided, however, that when said organ is ready for erection and is held up by the inability for any reason of the party of the second part to have the installation proceed, all payments are immediately due up to ninety (90%) per cent of the contract price.

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

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 party of the first part, unless the same be made in writing signed by an executive officer of the said party of the first part.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 5<sup>th</sup> day of May 1923.

Witness:

A. J. M. [Signature]

SKINNER ORGAN COMPANY.

By

Wm E. Joseph

THE CHICAGO METHODIST EPISCOPAL CHURCH  
AID SOCIETY.

By

George W. [Signature]  
President

March 23, 1923.

MEMORANDUM SPECIFICATION

FOUR MANUAL PIPE ORGAN

for the

FIRST METHODIST EPISCOPAL CHURCH  
(Chicago Temple)

Clark and Washington Streets

CHICAGO, ILLINOIS

INSTRUCTIONS TO BIDDERS:

The Bidder is requested to submit a flat bid for the complete work called for in these specifications.

The Bidder may at his own option submit alternates with explanations of same, but such alternates will not be considered unless the flat bid as called for is submitted.

The Bidder may submit with his bid such explanations as his judgment may direct.

The Bidder shall include with his bid a list of organs installed by him which he regards as equal in all particulars with the organ called for in these specifications.

Bids must be addressed to Mr. George W. Dixon, Chairman, and enclosed in a sealed envelope, the sealed bid to be enclosed in a forwarding envelope and addressed to Mr. F. J. Thielbar, 82 West Washington St., Chicago.

LIABILITY:

The Builder shall insure to his employees and to all other persons who may become entitled thereto, the benefits described in the Workmen's Compensation Act of the State of Illinois for the protection of himself and the Owner against all loss for damages or injury to workmen, the public and all other persons he shall take out and pay for policies of liability insurance in approved companies. This insurance shall be in form, in companies and in all other respects satisfactory to the Owner, and satisfactory evidence that such insurance is in force shall be submitted to the Owner for approval immediately upon the signing of the contract.

SUPERINTENDENCE:

The Builder shall personally superintend the work or shall have some competent person on the work at all times to act for him.

LAWS AND ORDINANCES:

The Builder shall be responsible for each and every violation of any and all ordinances and the rules of all departments of the City of Chicago and of any State laws insofar as such ordinances and laws relate to any parts of the work contemplated under this contract.

BUILDING CONDITIONS:

The Bidder has access to drawings in the office of F. J. Thielbar, said drawings showing the location of the organ, the building construction and the general building details which may be involved in the installation of the organ. The Bidder may also inspect the space in the building.

WORK INCLUDED:

The Owner will provide electric outlets for motors at a point within 10 feet of the motor location. All other labor and material required for a complete installation must be provided by the Builder, this to include any additional supports required other than may be shown on the drawings.

It is the intention that this organ shall be the finest in quality of tone production and of mechanical perfection known to the Organ Builders' Art.

FINISH:

All exposed parts of the organ must be designed to harmonize with the architecture of the auditorium and must have the approval of the Architects.

The general finish of the auditorium is quarter sawed white oak with a fumed and sand blast finish. All exposed woodwork must exactly match in all particulars.

The West Woodworking Co., 310 N. Ada St., Chicago, hold the contract for the wood finish of the auditorium, and the Builder may make arrangements, if his judgment so directs, to employ this firm.

BLOWER:

The Builder shall install the most approved (quietest) organ blowing apparatus now in use. The Builder shall state in

his bid the name of the firm whose apparatus he proposes to install.

The blower is to have more than ample capacity and power to supply air at proper pressure under all conditions.

The Builder shall state in his bid the size, H.P. and make of the motor he proposes to install. The motor is to be wound for 220-volt D.C.

#### GENERAL REQUIREMENTS:

Pedal board to be A.G.O.

All usual sub and super couplers to all manuals.

Sforzando pedal.

Crescendo pedal.

Adjustable and fixed combination pedals or pistons (feet).

#### GREAT ORGAN

	<u>Pipes</u>
16' Diapason	73
8' First Diapason (High Pressure)	73
8' Second Diapason	73
8' Third Diapason	73
8' Double Flute	73
8' Wald Flute	73
8' Gamba	73
8' Erzähler	73
4' Harmonic Flute	73
4' Dolce Flute	73
4' Octave	73
2-2/3' Twelfth	61
2' Fifteenth	61
Mixture (IV Ranks)	244
16' Ophicleide)	73
8' Tromba ) High	73
4' Clarion ) Pressure	73
Tremolo	

#### SWELL ORGAN

16' Bourdon	73
8' Diapason	73
8' Violin Diapason	73
8' Gedeckt	73
8' Salicional	73
8' Voix Celeste	73
8' Viole d'Orchestre	73
8' Flauto Dolce	73
8' Flute Celeste	61
4' Flute	73

SWELL ORGAN (CONT'D)

	<u>Pipes</u>
4' Violin	73
2' Flautino	61
Mixture (III Ranks Dolce)	183
16' Contra Posaune	73
8' Cornopean	73
8' Oboe	73
4' Clarion	73
8' Vox Humana	73
Tremolo	

CHOIR ORGAN

8' Diapason	61
8' Concert Flute	61
8' Dulciana	61
8' Unda Maris	49
4' Flute	61
2' Piccolo	61
8' Clarinet	61
8' Orchestral Oboe	61
8' Harp )	
4' Celeste) 61 bars.	
Carillons	
Tremolo	

SOLO ORGAN

8' Stentorphone	73
8' Gross Gedeckt	73
8' Gross Gamba	73
8' Gamba Celeste	73
4' Orchestral Flute	73
8' French Horn	73
8' English Horn	73
8' Tuba Mirabilis	73
Chimes - 25 notes	
Tremolo	

ECHO ORGAN

8' Quintadena	61
8' Gedeckt	61
4' Flute	61
8' Vox Humana	61
Tremolo	

PEDAL ORGAN - AUGMENTED

	Pipes
16' Diapason	32
16' Violone	32
16' Bourdon	32
16' Echo Bourdon (from swell)	
16' Posaune (from swell)	
8' Octave (from Pedal Diapason)	12
8' Cello (from Violone)	12
8' Gedeckt (from Bourdon)	12
8' Still Gedeckt (from Swell)	
4' Super Octave (from Diapason)	12
4' Flute (from Bourdon)	12
32' Bombarde (Extension of Trombone)	12
16' Trombone	32
8' Tromba (From Trombone)	12
4' Clarion (From Tromba)	12

## COUPLERS

Swell to Great	)	
Choir to Great	)	
Swell to Choir	)	
Solo to Great	)	Unison
Great to Solo	)	
Solo to Choir	)	
Swell to Solo	)	
Swell to Swell	4'	)
Swell to Swell	16'	)
Swell to Great	4'	)
Swell to Great	16'	)
Choir to Great	4'	)
Choir to Great	16'	)
Choir to Choir	4'	)
Choir to Choir	16'	)
Great to Great	4'	)
Solo to Great	4'	)
Solo to Great	16'	)
Solo to Solo	4'	)
Solo to Solo	16'	)
Solo to Swell	4'	)
Solo to Swell	16'	)
Great to Pedal	)	
Swell to Pedal	)	
Choir to Pedal	)	Pedal
Solo to Pedal	)	
Solo to Pedal	4')	
Swell to Pedal	14')	



MECHANICALS

Swell Expression Pedal  
Choir Expression Pedal  
Solo and Echo Expression Pedal  
Crescendo Pedal  
Mezzo Forte Pedal  
Sforzando Pedal  
All Swells to Swell Pedal  
General Tremolo  
Solo to Pedal Reversible  
Great to Pedal Reversible.

COMBINATIONS - ADJUSTABLE AT THE CONSOLE AND  
VISIBLY OPERATING THE DRAW STOP  
KNOBS.

Swell - 1 - 2 - 3 - 4 - 5 - 6 - 7 - 8  
Great - 1 - 2 - 3 - 4 - 5 - 6 - 7 - 8  
Choir - 1 - 2 - 3 - 4 - 5 - 6  
Solo - 1 - 2 - 3 - 4 - 5 - 6  
Pedal - 1 - 2 - 3 - 4 - 5 - 6

Pedal to Manuals - on and off.

GENERAL PISTONS - AFFECTING ALL STOPS AND COUPLERS  
AND ADJUSTABLE AT THE CONSOLE

1- 2- 3- 4 (Duplicated by Pedal Pistons)

GUARANTY:

The Builder shall guarantee the construction and action in all details and shall agree to make good, without cost to the Owner, any defects, material or workmanship or methods of construction which may develop within five (5) years.

The wind pressure shall be guaranteed to be unvarying under all conditions of use.

REMOVAL OF RUBBISH:

The Builder shall remove his rubbish, crating material, etc. as fast as it accumulates and leave the premises clean and in good condition as far as his work is concerned.

SKINNER ORGAN COMPANY,

By

*[Signature]*

THE CHICAGO METHODIST EPISCOPAL CHURCH AID  
SOCIETY,

By

*[Signature]*

Witness:

*[Signature]*