

CONTRACT FOR PIPE ORGAN

AGREEMENT made as of November 1, 1955 by and between JOSEPHINE AND ERNEST KANZLER FUND, a Michigan non-profit corporation, Post Office address, 1700 United Artists Building, Detroit 26, Michigan, hereinafter called Donor, CITY OF DETROIT, a Michigan municipal corporation, Post Office address, City-County Building, Detroit 26, Michigan, hereinafter called Owner, and the AEOLIAN-SKINNER ORGAN COMPANY, INC., a Massachusetts corporation, Post Office address, Boston 25, Massachusetts, hereinafter called Builder,

W I T N E S S E T H :

Owner is a political subdivision of the State of Michigan. Acting through its agency, Memorial Hall Commission of the City of Detroit, Owner is constructing a public building in its Civic Center to be known as Henry and Edsel Ford Auditorium. Donor desires to pay for an Aeolian-Skinner pipe organ to be incorporated in said Auditorium as a gift in memory of the late Henry and Edsel Ford. Builder is willing to sell, construct and install an organ for such purpose.

Accordingly, it is agreed as follows:

1. BUILDER'S AGREEMENTS TO BUILD AND INSTALL

(a) For, and in consideration of the purchase price, to be paid by Donor as hereinafter provided, Builder hereby sells to Owner a pipe organ conforming to the Specifications and the Details of Construction, annexed, and Builder agrees with Owner and with Donor to build said organ in a thorough and artistic manner, and to install it in Owner's premises in Henry and Edsel Ford Auditorium, Detroit, Michigan.

(b) Promptly after the signing hereof Builder will, at its own expense, procure and deliver to Owner (with copies to Donor) a Performance Bond and a Labor

and Materialman's Bond, each to be in the amount of \$88,065.00, to be with a responsible surety company and to be in form acceptable to Owner as suitably securing Builder's performance hereunder and the payment of all Builder's workmen and suppliers, all in conformance with the Michigan statutes.

(c) Said pipe organ is to be completed in every detail on a date estimated as on or about September 20, 1957. The completion date of September 20, 1957 is not a consideration or term of this contract, but is given as the expectation of Builder of the time of completion which Builder will exercise its best efforts to meet, subject, however, to delays from fires, strikes, freight embargoes or causes beyond the control of Builder.

(d) Said pipe organ is to be constructed by Builder in the Commonwealth of Massachusetts from which Commonwealth it is to be transported in interstate commerce to the State of Michigan where it is to be installed by Builder as hereinabove set forth.

(e) In view of the fact that when a pipe organ is being installed the presence of rubbish and dust (especially from plaster) and of noise or disturbance caused by workmen causes not only immediate but future troubles in the functioning of any organ, the building in which the organ is to be installed shall not be considered ready for the installation of said organ until the organ chambers and adjacent parts of the building are entirely free from rubbish and dust; accordingly, Builder shall not be required to start the organ installation until any other workmen liable to create rubbish, dust or disturbance shall be out of the way entirely. The completion date of September 20, 1957 contemplates that Builder will be able to start installation not later than June 1, 1957.

(f) Builder will, at Donor's expense, insure the pipe organ and its

parts after being brought into the building against all risk of damage by fire, lightening, water and tornado, such insurance to be in good reliable companies and to be carried by Builder until the organ is accepted by Donor and by Owner, with loss payable to the parties hereto as their interests may appear, copies of such policies to be furnished Donor and Owner.

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

(h) Builder warrants to Owner and to Donor the action and construction of the pipe organ in every particular, and agrees to make good any defects in materials and workmanship which may appear within five years after the completion of the organ and acceptance thereof by Owner and by Donor.

2. DONOR'S AGREEMENTS TO PAY FOR ORGAN AND INCIDENTALS

(a) Donor, in consideration of Builder's agreements herein to construct and install said organ, agrees to pay the purchase price thereof, namely, the contract price of Eighty-Eight Thousand Sixty-Five (\$88,065.00) Dollars ^{4438.48} plus any amounts due under the provisions of sub-paragraphs (c) and (d) below. ^{increase from letter 10/31/56}

(b) Donor agrees to make payment of the purchase price as follows: ^{92,503.48} ^{112.50}

(i) Promptly after the contract is signed, ten (10%) per cent ^{# 92,615.98} of the total contract price amounting to \$8,806.50, which ^{2500.00 extra} is understood to cover the cost of the services of Builder ^{95,115.98} to the date of the contract.

(ii) When the actual building of the pipe organ by Builder is commenced, fifteen (15%) per cent of the total contract price amounting to \$13,209.75. ^{+ 1109.62 = 14,319.37}

(iii) When the principal portion of said pipe organ is manufactured ready to assemble in the factory of Builder, twenty-five (25%) per cent of the total contract price amounting to \$22,016.25. ^{+ 1109.62 =}

23,125.87 ✓

(iv) Upon the delivery at the above named building of the principal portion of said organ, twenty-five (25%) per cent of the total contract price amounting to \$22,016.25.

(v) Upon the installation of said pipe organ complete, in accordance herewith, and the acceptance thereof by Donor and by Owner pursuant to 2 (f) and 3 (d), below, the balance of said contract price, to wit, the sum of \$22,016.25,

provided, however, that when, after June 1, 1957, said pipe organ is ready for delivery or installation and such delivery or installation is held up by the inability for any reason of Donor or Owner to have the installation proceed, all payments are due up to ninety (90%) per cent of the contract price. Final payment is, in any event, immediately due upon use of the organ in service or in other public manner. Interest is to be paid at the rate of six (6%) per centum per annum from the date of such use upon any balance remaining unpaid upon the expiration of ten (10) days from that date.

(c) In view of the instability of the price of expert labor and materials used in the manufacture of organs it is further agreed that at the time when the actual building of the organ is to begin, the amounts to be paid by Donor under this paragraph 2 (exclusive of any amounts already paid) shall be adjusted as follows:

(i) For each full one (1%) per cent increase in Builder's cost of productive labor over such cost existing at the date of this contract, the amounts to be paid shall be increased six-tenths of one per cent (.6%) and for each full one (1%) per cent increase in Builder's cost of principal materials (i.e. tin, lead, zinc and lumber), such amounts to be paid shall be increased four-tenths of one per cent (.4%).

(ii) The adjustment under sub-paragraph (i) above shall not exceed the amount required to save Builder from incurring a loss on the contract, and if Builder claims any such adjustment it shall furnish Donor with appropriate statements showing the information necessary for the application of this sub-paragraph (ii).

(d) If any State or Federal excise or sales or similar tax be levied on the manufacture or sale of said pipe organ or in any other manner levied on the transaction set forth in this agreement, Donor agrees to pay the same, except that Donor reserves the right to contest in good faith the validity of such tax.

(e) In addition, Donor agrees to pay Builder

(i) Builder's cost in providing insurance under 1 (f) hereof.

(ii) Any storage expenses incurred by Builder in the event the Auditorium is not ready for the pipe organ at least by the estimated completion date and Builder is consequently required to store said organ beyond said date.

(iii) For any losses in time and expense caused by lack of proper conditions for organ installation and tuning after the installation of the organ shall be undertaken.

(iv) For any additional cost due to changes in dimensions of the organ chambers or due to obstructions (such as pipes, beams, posts, etc.) not shown on the revised building plans last submitted to Builder.

(f) Upon notification by Builder that the pipe organ has been installed and completed, Donor will have its representatives immediately examine and test the same in the company of representatives of Builder and of Owner, to the end that Donor and Owner may each determine whether Builder's performance conforms with this contract and therefore should be accepted. Final payment shall not be withheld on account of minor adjustments for which Builder is liable hereunder.

3. OWNER'S ACKNOWLEDGMENT OF GIFT AND ACCEPTANCE OF WORK

(a) Owner acknowledges the gift to it under this contract, agrees to permit said pipe organ to be built and installed under this contract and agrees to cooperate with Builder in the installation of the same.

(b) Owner will keep Builder informed of the progress in the building and of any changes in the plans and specifications therefor which in any

5/20/59
sent
copy of
this
paragraph
to
Dr. Williams

way affect the pipe organ or the organ chambers. When the organ chambers and adjacent places are ready for the installation of the organ, Owner will so notify Builder. When Builder thereafter begins to install the organ, Owner will keep the building at a suitable temperature as required by Builder and provide and allow the use of suitable electric current for tone regulation, tuning, testing and lighting, and will provide a condition of quiet within the building for proper tone regulation of the organ.

(c) When the organ or any of its parts is moved into the building, title thereto shall pass to Owner. Notwithstanding that title to the organ passes to Owner as the parts are brought into the building, Builder shall have and retain a lien thereon for the payment of all amounts due it hereunder and if the same shall not be paid Owner agrees that Builder may repossess and remove the organ and enforce its lien, provided, that Builder shall first have made satisfactory arrangements with Owner for the restoration (both as to structure and appearance) of all areas affected by the removal.

(d) Upon notification by Builder that the pipe organ has been installed and completed, Owner will have its representatives immediately examine and test the same in the company of representatives of Builder and of Donor, to the end that Owner and Donor may each determine whether Builder's performance conforms with this contract and therefore should be accepted.

(e) Owner shall not under any circumstances be liable for the purchase price of said pipe organ, or any other costs or expenses in connection therewith; the sole obligations of Owner are those set forth in this paragraph 3.

4. MISCELLANEOUS

(a) All verbal agreements and understandings are merged in this contract

and the Specifications and Details of Construction, attached hereto, which comprise the entire contract. No change, alteration or modification, made verbally or in any other way, will be binding

- (i) upon Builder or Donor, unless the same be made in writing signed by an executive officer of said Builder or Donor, as the case may be, or
- (ii) upon the Owner, unless the same be made in writing approved by the Common Council of the City of Detroit.

(b) This contract has been executed in three counterparts, Donor signing said counterparts at its office in Detroit on Jan 3rd., 1956, Owner signing the same at its office in Detroit on March 6th, 1956, and Builder signing the same in Boston, Massachusetts on March 13, 1956. This contract shall not take effect until Builder shall, from its office in Boston, have mailed one of said counterparts to Donor and another of said counterparts to Owner at their respective addresses as given above, nor until the Common Council of the City of Detroit shall have approved and confirmed the same.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the days given above but as of November 1, 1955.

JOSEPHINE AND ERNEST KANZLER FUND

By

Ernest Kanzler Pres.

CITY OF DETROIT, MEMORIAL HALL COMMISSION

By

Frank G. Schemmke
President

AEOLIAN-SKINNER ORGAN COMPANY, INC.

By

Joseph W. Wilford Vice Pres.

Witness
Margaret M. Lynch

SPECIFICATION OF AN ORGAN PREPARED FOR

HENRY & EDSSEL FORD MEMORIAL AUDITORIUM
Detroit, Michigan

1324

July 17-1956

GREAT ORGAN ^{cec =}

5"

PIPES

16'	Montre	#40 .cc = 50 tapered 2 (Vida)	61
8'	Principal	#43, $\frac{1}{4}M$, $\frac{1}{2}18$	61
8'	Bourdon	#1	61
4'	Octave	#55, $\frac{1}{4}M$, $\frac{1}{2}18$	61
2 2/3'	Twelfth	#65 $\frac{1}{4}M$, $\frac{1}{2}18$	61
2'	Fifteenth	#68 $\frac{1}{4}M$, $\frac{1}{2}18$	61
15-19-22-26	12	Furniture (IV Rks.)	244
12-15-19-22	12	Cymbel (III Rks.)	183
8-12-15-19	24	Bombarde	61
5-8-12-15	16	Trompette Harmonique	61
1-5-8-12	8	Clairon Harmonique	61

all #45 at

8'cc $\frac{1}{2}18$ $\frac{1}{4}M$ 4'

all #46 at

8'cc $\frac{1}{4}M$ $\frac{1}{2}18$

all #46 at

8'cc $\frac{1}{4}M$ $\frac{1}{2}18$

all #46 at

8'cc $\frac{1}{4}M$ $\frac{1}{2}18$

all #46 at

8'cc $\frac{1}{4}M$ $\frac{1}{2}18$

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8'cc $\frac{1}{4}M$ $\frac{1}{2}18$

all #46 at

8'cc $\frac{1}{4}M$ $\frac{1}{2}18$

all #46 at

8'cc $\frac{1}{4}M$ $\frac{1}{2}18$

all #46 at

8'cc $\frac{1}{4}M$ $\frac{1}{2}18$

all #46 at

SWELL ORGAN

7 1/2"

26-29-33	12	16'	Rohr Gedeckt (Swell Extension) <i>Vinta</i>	12
22-26-29	12	8'	Röhrflöte as 1207 8T. #1 ball.	68
19-22-26	12	8'	Viola Pomposa #50 tapered 2	68
15-19-22	12	8'	Viola Celeste #60 etc.	68
12-15-19	6	4'	Prestant #58, $\frac{1}{4}M$, $\frac{1}{2}18$	68
8-12-15	7	4'	Flauto Traverso 8T type 2 larger	68
	61	2'	Octavin #69, $\frac{1}{4}M$, $\frac{1}{2}18$	61
19-22-26-29	18		Plein Jeu (IV Rks.)	244
15-19-22-26	12	16'	Contre Hautbois French style	68
12-15-19-22	6	8'	Trompette #4	68
8-12-15-19	6	8'	Clairon #3	68
5-8-12-15	12		Swell 4'	
1-5-8-12	74		Swell 16'	
	61		Swell Unison	
			Tremulant	

all #46 at

8'cc $\frac{1}{4}M$ $\frac{1}{2}18$

all #46 at

8'cc $\frac{1}{4}M$ $\frac{1}{2}18$

all #46 at

8'cc $\frac{1}{4}M$ $\frac{1}{2}18$

all #46 at

8'cc $\frac{1}{4}M$ $\frac{1}{2}18$

all #46 at

8'cc $\frac{1}{4}M$ $\frac{1}{2}18$

all #46 at

8'cc $\frac{1}{4}M$ $\frac{1}{2}18$

all #46 at

8'cc $\frac{1}{4}M$ $\frac{1}{2}18$

CHOIR ORGAN

PIPES

6"

8'	Spitzgamba #44 1st type	68
8'	Flute Octaviante 1st type 2 larger.	68
8'	Dolcan #54	68
8'	Dolcan Celeste #54	68
4'	Nachthorn Com.	68
2'	Blockflöte Com	61
	Sesquialtera (II Rks.) 2 2/3 - 1 3/5 Baroque	122
8'	Rohr Schalmel Common	68
4'	Petite Clairon #4	68
	Choir 4'	
	Choir 16'	
	Choir Unison	
	Tremulant	

PEDAL ORGAN (MAIN)

7"

16'	Contre Basse Spec as Symp. bell. 2 larger than #1	
16'	Montre (Great)	
16'	Rohr Gedeckt (Swell)	
16'	Bourdon 1-A	32
8'	Octave #43, 1/4 m.	32
8'	Rohr Gedeckt (Swell)	
8'	Bourdon	12
4'	Choral Bass	12
4'	Bourdon 5 1/3 - 4 - 2 2/3 - 2 - 1	12
	Mixtur (V. Rks.) all #45 at 8' cc.	160
32'	Contre Bombarde (Ext. Bombarde)	12 as Longview, Tex (1174)
16'	Posaune 7" scale French	32
16'	Bombarde (Great)	
16'	Contre Hautbois (Swell)	
8'	Trumpet	12
4'	Claron	12

END OF MAIN ORGAN

HAUPTWERK ORGAN (MOVABLE DIV.)

PIPPS

16'	Quintade #44	3" <i>Wason, wood 8' up</i>	56	
8'	Prinzipal #45	$\frac{1}{3}$ Taper. $\frac{1}{4}$ M. $\frac{1}{2}$ 18	56	<i>tin long feet.</i>
8'	Holzgedackt #9	wood #2 ball	56	
8'	Spitzflöte #48	Conique, spotted	56	$\frac{1}{4}$ M
4'	Prestant #59	slotted. $\frac{1}{4}$ M. Tin.	56	19-22-26-29 12
2 2/3'	Quinte #68	$\frac{1}{4}$ M. Tin	56	15-19-22-26 12
2'	Super Oktav #70	$\frac{1}{4}$ M. Tin.	56	12-15-19-22 12
	Mixtur (IV Rks.)		56	8-12-15-19 12
8'	Krummhorn (Positiv)		56	5-8-12-15 13
			224	<i>all #48 at 8' cc 6'</i>
			56	<i>notes tin</i>

POSITIV ORGAN (MOVABLE DIV.) 34

8'	Rohrflöte	Special wood #2 ball. 4' C=2 smaller than #9. <i>Prinzipal stopped.</i>	56	
8'	Spitzflöte (Hauptwerk)		56	notes
4'	Koppelflöte	Common. No felt on canister	56	
2 2/3'	Nasat #7	Rohrflöte spotted	56	
2'	Oktav #70	$\frac{1}{4}$ M. Tin. <i>long copper slider with springs.</i>	56	
1 3/5'	Terz	Common	56	
1'	Siffelöte	Common	56	

29-33-36 12 Zimbel (III Rks.) 168

26-29-33 12 8' Krummhorn Common, Brass reboaters 56

22-26-29 6

PEDAL ORGAN (MOVABLE DIV.) 34

19-22-26 6 16' Gedeckt bass (Ext. Hauptwerk) Unit A 12

15-19-22 6 16' Quintade (Hauptwerk)

12-15-19 6 16' Spitzprinzipal #44, $\frac{1}{2}$ Taper. $\frac{1}{4}$ M. *Gradually reduce taper.*

8-12-15 13 8' Holzgedackt (Hauptwerk)

all #50 at 8' cc
 $\frac{1}{4}$ M. $\frac{1}{2}$ 18.

4' Choral Bass 12

4' Holzgedackt (Hauptwerk)

2' Holzgedackt (Hauptwerk)

MANUAL PEDAL ORGAN (Continued)

PIPES

16' Krummhorn (Ext. Positiv)
8' Krummhorn (Positiv)
4' Krummhorn (Positiv)

Special

12

C O U P L E R S

Swell to Choir 16'
Swell to Choir 8'
Swell to Choir 4'

Choir to Great 16'
Choir to Great 8'
Choir to Great 4'

Swell to Pedal 8'
Swell to Pedal 4'

Choir to Pedal 8'
Choir to Pedal 4'

Great to Pedal 8'

MANUAL Hauptwerk to Pedal 8'

MANUAL Positiv to Pedal 8'

See by 16, 8, 4

SWELL to Great 16, 8, 4

POSITIV TO Haupt &

SW 4, 16, UNISON

CH 4, 16, UNISON } KNOBS

Positiv to Haupt &

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

3 MANUAL CONSOLE

ENGLISH KEYS

TRACKER TOUCH

GREAT	-	1, 2, 3, 4, 5
SWELL	-	1, 2, 3, 4, 5, 6, 7, 8
CHOIR	-	1, 2, 3, 4, 5, 6
PEDAL	-	1, 2, 3, 4, 5, 6, 7, 8
HAUPTWERK	-	1, 2, 3, 4, 5, 6
POSITIV	-	1, 2, 3, 4, 5, 6
GENERAL	-	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

General Cancel

MECHANICALS

Swell Expression

Choir Expression

Full Organ Reversible PISTON, PEDAL, LITE

32' Bombarde Reversible PISTON, PEDAL, LITE

Crescendo Pedal & light

Wind Light Indicator (MAIN BLOWER)

Separation switches:

Hauptwerk - Great - Both

Positiv - Choir - Both

SWELL TO GR REV PISTON
CHOIR TO GR REV PISTON
HAUPT TO PED REV PISTON + PEDAL
GR TO PED REV. PISTON + PEDAL

DETAILS OF CONSTRUCTION

1. Casing of console will 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; the organist's bench will be of same material as console casing.

2. Builder will furnish and install an electric blowing plant, consisting of a motor, blower, remote control self-starter where necessary, and generator or rectifier for action current, all of ample size to meet any legitimate demand which may be made thereon by the instrument, according to the Specifications.

3. Console is to be movable and detachable.

4. In addition; small classic division of the organ (being a portative organ with Positiv, Hauptwerk and appropriate basses, substantially in accordance with Builder's plan of July 12, 1955) will be constructed so as to be movable and to constitute a musical instrument in itself, capable of being played on stage and designed, constructed, and finished so as to be artistically and architecturally complete.

5. Save for the portative organ, no organ case or front display pipe work will be included.

6. The revised building plans referred to in 2 (e) (iv) of the contract are identified as follows:

Crane, et al Job #1050 1/1/52, p. 1-6 & 14; amended by Aeolian-Skinner Drawings Henry and Edsel Ford Auditorium 7/15/55 and 8/17/55; as amended by Aeolian-Skinner letters to Crane 5/26/55, 7/6/55, 8/17/55, 9/29/55 and 11/22/55 and Crane letters to Aeolian-Skinner 8/1/55, 9/21/55 and 11/11/55.