

PILGRIM CONGREGATIONAL CHURCH

CHANCEL RENOVATING TASK FORCE PRELIMINARY REPORT

January 21, 1988

May 16, 1988

Miss Margaret Mitchell  
2516 E. 5th Street  
Duluth, MN. 55812

Dear Miss Mitchell:

On behalf of the Pilgrim Congregational Trustees and on behalf of our membership, please do accept our deep thank you for your most generous gift.

The monies will be put to use per your desires in the chancel area in the front of the church. This will be consistent with your conversations with Reverend Kemp, and will most certainly when completed be extremely valuable to the church and congregation and to the community at large.

b. We wish to design a single level chancel floor adaptable for various uses. We found that there were no structural difficulties in lowering the chancel floor to the level of the current front platform.

3. We make these suggestions:

David F. Zentner, CLU

Chairman Pilgrim Church Trustees

- a. That the present decorated wood wall separating choir and organ be retained and placed on tracks so it can be pushed back to rear wall or collapsed when use of the full chancel is desired. This would eliminate need to finish rear wall to floor level.
- b. That the plaster grillwork covering the organ pipe chambers look painted dark brown be painted gray to match window and other trim in sanctuary.
- c. That, if structurally feasible, a "binder" double door be cut through the paneling on the south wall and into the small room opposite (now the music room) to facilitate movement of piano in and out of the chancel. Such a door would be faced with existing panel to be unnoticeable.
- d. That movable stairs, door width to the ceiling, be purchased for church use.
- e. That the organ pipe chambers be filled off with plasterboard or other material behind the plaster grillwork. Such material might be colored to match upper windows in sanctuary.
- f. That lighting in the chancel be improved and made appropriate for various uses.
- g. That movable steps be considered for access to level of chancel from sanctuary floor when desirable.
- h. That large seasonal banners of locally designed construction might be hung on the sanctuary front walls on either side of the chancel, between the front registers. The colors would complement the Tiffany stained glass windows.

PILGRIM CONGREGATIONAL CHURCH

CHANCEL REMODELING TASK FORCE PRELIMINARY REPORT

May 16, 1988

The Task Force was appointed by the Organ Coordinating Committee at its February 1, 1988, meeting. Its task was to explore possibilities and make recommendations to the Trustees on remodeling the chancel area after the removal of the old organ. The Task force members include Laurel Erickson, Jan Hartley, Jack Kemp (staff), Art Bumgardner (staff), Wally Niss, Don Tubesing, and Dan Jaeckel (in consulting role).

Members of the Task Force have met three times and make this preliminary report:

1. We worked with two basic assumptions:
  - a. We wish to preserve the integrity of the present woodwork and chancel window and harmonize any alterations with them.
  - b. We wish to design a single level chancel floor adaptable for multipurpose use.
2. We found that there were no structural difficulties in lowering the chancel floor to the level of the current front platform.
3. We make these suggestions:
  - a. The chancel floor be lowered to the level of the front platform. That the floor remain uncarpeted with the possibility of a removable runner across the front.
  - b. That the present decorated wood wall separating choir and organ be retained and placed on tracks so it can be pushed back to rear wall on occasions when use of the full chancel is desired. This would eliminate need to finish rear wall to floor level.
  - c. That the plaster grillwork covering the organ pipe chambers (now painted dark brown) be painted gray to match window and other trim in sanctuary.
  - d. That, if structurally feasible, a "hidden" double door be cut through the paneling on the south wall and into the small room opposite (now the music room) to facilitate movement of piano in and out of the chancel. Such a door would be faced with existing panel to be unnoticeable.
  - e. That movable risers, appropriate to the setting, be purchased for choral use.
  - f. That the organ pipe chambers be closed off with plasterboard or other material behind the plaster grillwork. Such material might be colored to match upper windows in sanctuary.
  - g. That lighting in the chancel be improved and made appropriate for multiple use needs.
  - h. That movable steps be considered for access to center of chancel from sanctuary floor when desirable.
  - i. That large seasonal banners of quality design and construction might be hung on the sanctuary front walls on either side of the chancel, beneath the heat registers. The colors would complement the Tiffany and chancel windows.

JHK 5/16/88



BOARD OF TRUSTEES

SUGGESTED PRIORITY ORDER FOR CHANCEL REMODELING PROJECT

1. (a,b,c,f) Lowering floor to platform level, make front wall movable, repaint plaster grillwork & close off (c 12,000)
2. (e) Movable risers (c 1,000)
3. Improved lighting & related electrical work (bid 2,675) (g)
4. (i) Large banners (cost ?)
- ✓ 5. (h) Movable steps to chancel center
- 6. Improved "miking" potential - cordless mikes? Other? (cost ?) <sup>see: Beth Brown -</sup>  
<sub>Bobbie -</sub>
7. (d) Hidden double doors for piano storage (c 6-7,000)

Letters in parentheses refer to suggestions described in 5/16/88 report of Chnancel Remodeling Task Force to the Trustees.

Current financial status of project:

Original gift for chancel remodeling	\$25,000
Architect drawings/compiling of specs for bidding	-
Balance available for project	

Prepared by John H. Kemp  
8/8/88

① lighting & sound done in  
2nd phase after  
construction

② Movable steps/camp <sup>collapsible</sup>  
~~Swain at VMD~~

③ Omit #7

④ T.F. > involve Diaconate  
contract w.

PILGRIM CONGREGATIONAL CHURCH  
DULUTH, MINNESOTA

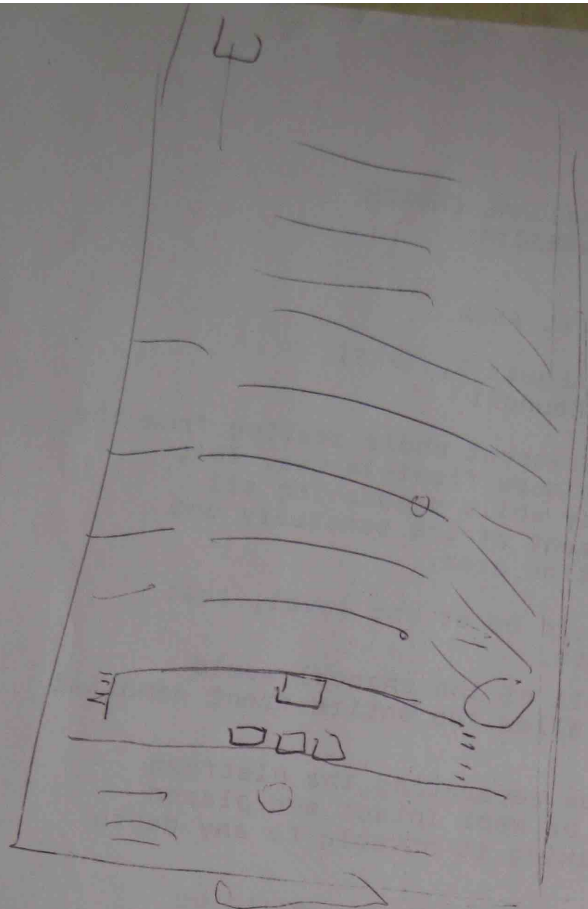
PROPOSED REMODELING OF THE CHANCEL AREA

Approved by Board of Trustees (August 9, 1988)  
and recommended to the Church Council

The removal of the organ and permanent choir seating from the chancel opens that area to much more flexible use. This proposal allows that flexibility while preserving all the existing woodwork in the front of the sanctuary and enhancing the beauty of the entire area.

1. The entire chancel floor would be at one level, that of the present front platform.
2. The woodwork on the back wall of the chancel would be lowered sufficiently to allow the entire front memorial window to be seen.
3. The low carved wood wall now separating the platform from the choir loft, would be kept intact and placed on a caster system, thus making it movable to any depth to the rear wall.
4. Movable risers, appropriate to the decór, would be provided for choral singing from the chancel.
5. The present large wall openings to the former organ pipe chambers would be closed and insulated, and the present plaster grillwork over those openings would be repainted.
6. Lighting of the chancel area would be improved, including provision for spotlights, and become suitable for multi-purpose needs.
7. Additional electrical work would provide more outlets for the entire chancel area.
8. Improvements would be made to the existing sound system, allowing for more flexible use of microphones.
9. Large liturgical banners would be hung on the front walls on either side of the chancel. These banners would tie in the colors of the side windows and large front window. A local artist would be commissioned to design and construct these banners.
10. Movable steps from the sanctuary floor to the center of the chancel would be built, thus giving greater access to the chancel from the main floor when desired.

8/16/88



The Red modeling of the Channel  
Has Been Given in Loving Memory of

[→ Oscar and Mary Wildey Mitchell,  
 Wildey Hubbel Mitchell  
 Constance Mitchell Fish  
 Oscar Mitchell, Jr.

by  
 Margaret Elizabeth Mitchell  
~~the~~ (Date)



Budget for Proposed Chancel Remodeling

2/14/89

Two bids were secured for the following categories of work to remodel the chancel to increase the uses for future use and to make it adaptable to more varied use:

1. Lower the height of the floor back of the railing to the same level as the front of the chancel.
2. Lower the reredos at the rear of the chancel by approx. 20" so the carving stands out more and does not interfere with the lower portion of the Roberts Memorial window
3. Install a new floor in the lowered portion of the chancel
4. Install new panelling at the rear and sides where unpanelled portions of the walls will be exposed by lowering the floor level.
5. Make the railing at the forward portion of the chancel readily movable so that it can be used in positions varying from the present location, or further forward if desirable, to a position close to the back wall of the chancel.
6. Close off and insulate the old organ pipe chambers on either side of the chancel and paint the plaster grill work as recommended by the Chancel Committee.

The bid from Jaeckel Inc. was \$ 23,688.00 and that of Builders and Laborers Commonwealth was \$ 31,857.00. It was the recommendation of the Chancel Comm. that Jaeckel, Inc. be engaged for the work, but further discussion concerning the possibility of reducing the cost be undertaken. To that end, Dan Jaeckel was asked to submit a breakdown of his bid, with the following result:

1. Demolition, clean-up during all work, and insurance	\$ 3,414.00
Material and labor for new floor, lowering of the reredos, installing new additional panelling, and making the railing movable.	15,434.00
Material and labor for closing off old organ pipe chambers and painting.	<u>4,840.00</u>
	\$ 23,688.00

Because there are additional costs to consider in completing the chancel for use, such as improved lighting of the area, the purchase of movable risers for vocal and instrumental music presentations, and the possibility of improving the sound system, the committee looked for areas where the costs might be cut. One such area was the use of volunteer labor to assist in demolition and clean up. In consultation with Dan Jaeckel it was thought that at least \$ 1,000.00 might be saved in the first category of work. Since the closing off and insulation of the old organ pipe chambers is not essential to the improved use of the chancel, the cost of such work could be eliminated or delayed. The improvement of the sound system could also be delayed and made a separate project for some future date.

The recommendation to the trustees is the following work at the indicated costs. These costs are not final in all cases, but very close to the amounts the work may ultimately cost.

Demolition, clean-up and insurance (bid # 3,414.00 less labor credit)	\$ 2,500.00
Material and labor for new floor, reredos and panelling work and making present railing movable. Bid	15,434.00
6 sections of movable risers, with railings (to be explained) catalogue price. We would hope to lower this price by negotiation and competitive bidding	2,000.00
Lighting changes per proposal from Arrowhead Electric (to be explained)	4,000.00
Locally made additional movable riser (first step, 8")	<u>430.00</u>
Total	\$ 24,364.00
Available funds, \$ 23,900.00 plus income from sale of pews to be removed from chancel.	

storage of risers under flooring?  
check date for info. mtg Sun 2.M.



## THE CHANCEL REMODELING PROJECT

Notes for presentation of an update on the chancel remodeling project to the congregation. Presentation to be made Sunday, April 9th, following the regular service.

With the the completion of removal of the console of the old organ and the relocation of the choir to the balcony on most occasions, an opportunity to expand the uses of the chancel became available to the church. A generous gift to be used for remodeling the chancel moved such a idea closer to reality. (At this point are we free to mention the donor and or size of the memorial ?) To this end an ad hoc committee was appointed and after several meetings and in consultation with experts and consultants in several areas, a series of recommendations for that remodeling was presented to the Board of Trustees.

The recommendations of the chancel committee were based ~~on~~ ~~XXXXXXXXXX~~ the desire to preserve the basic appearance of the present chancel while providing for more flexible use both by the church for religious services and by outside organizations, such as Matinee Musicale. With ~~an~~ the increased flexibility there would come the potential for increased rental use.

The various elements of the committees recommendations were presented to the congregation on September 11, 1988 and questions from the members were answered by members of the ad hoc committee and the Board of Trustees. Since that time bids have been solicited and received, a contractor chosen, portions of the recommended changes eliminated due to budget limitations and alternative solutions discussed and solidified.

Based upon competitive bids, Jaeckel, Inc., the builders of our outstanding new tracker organ, and contractor for related work in the balcony, has been selected to ~~the~~ perform the following work:

1. Jaeckel, Inc. will supervise, and coordinate the work of volunteer labor in removing pews from the old choir loft, and lowering the height of the floor back of the solid rail screening the old organ console location and risers, to the level of the front portion of the chancel. By a combination of labor of volunteers and Jaeckel, Inc. employees, we hope to save a substantial portion of the cost of removal of the risers and supporting structure and disposal of the debris.
2. Jaeckel, Inc. will then lower the reredos at the rear of the chancel (The oak panelling and carving on the wall below the Roberts Memorial window) by about 20" so that the carving at the top of the reredos no longer interferes with stained glass at the bottom of the window and the carving at the top of the reredos will stand out more distinctly against a plastered wall.

New panelling matching the old will be installed at the rear and sides of the chancel where unpanelled portions of the walls will be exposed by lowering the floor level.

A new tongue and grooved oak floor, utilizing that portion of the old floor which can be salvaged during the initial demolition, will be installed on the lowered portion of the floor.

The fixed railing at the front and portion of the chancel will be mounted on a caster system, as provided for in the working drawings

- Movable steps for access to center of chancel
- Handrails for side steps



approved by the Board of Trustees. That railing will then be readily movable from its present position well forward in the chancel to any point within about 2 feet of the rear wall. This feature of the project will provide maximum flexibility for events of many kinds.

3. Several units of manufactured, movable and readily storable risers will be purchased, along with railings necessary for safety, to provide a flexible platform system for any events such as choral concerts, utilizing the chancel.
4. In anticipation of more varied use of the chancel, a lighting system to provide illumination for a variety of events has been designed, new wiring has been provided, and installation is near completion. During the lowering of the floor, additional wiring and outlets will be installed.
5. We hope to effect sufficient savings through the use of volunteer labor and careful purchases in other areas of the project to complete one other area of the recommendations of the ad hoc committee. That would be closing off, and insulating the covering material, the old organ pipe chambers behind the brown painted plaster grillwork on either side of the upper portions of the chancel. The additional illumination has now made the vacant organ pipe chambers more visible and it would be very desirable to close off those chambers. Following the recommendation of the committee, the material closing the chambers would be painted to match the wall color and the plaster grillwork, now dark brown, would be repainted to match the similar grillwork in the clerestory window and the Roberts Memorial window. Retouched photos of the grillwork demonstrating how repainting will lighten up the appearance of the upper portion of the chancel are on display in Salter Hall for your inspection. Also on display are photos of the original appearance of the chancel prior to the installation of the present reredos with its oak panelling and carving.

It may be of some interest to note that the cost of installing that woodwork, provided for in the original plans but not part of the original construction, was made possible by a gift from the Women's Assembly, in 1922. That \$ 3,500 gift certainly represented a major effort by the women of Pilgrim Church some 67 years ago. One of the key ~~considerations~~ considerations in this project has been to preserve the results of that major undertaking while making the chancel space available for the more varied needs of today's church.

It ~~is~~ might be well to mention at this point that appeals for volunteer labor will be made at various times over the next two months. Dates for work parties will be announced, and over the six week period between mid April and the end of May we hope to major portion of the removal work done and the project ready for Jaekel, Inc.

Notes prepared by Wally Niss  
April 4, 1989

SPECIFICATIONS FOR  
REMODELING OF  
CHANCEL/CHOIR AREA  
PILGRIM CONGREGATIONAL CHURCH

SPECIAL CONDITIONS

A. All work on this project will be included under one contract.

B. Scope of Work

Work consists of furnishing all materials, labor, equipment, supplies, transportation and skill to perform all work in accordance with the drawing and specification for chancel remodeling for Pilgrim Congregational Church, Duluth, Minnesota.

C. Sequence of Work

Work shall be coordinated with the church. Use of front part of chancel (pulpit area) by the church shall be possible every Sunday, and at other times as negotiated with the church beforehand.

D. Survey, Examination of Site, Drawings, Specifications

Original building blueprints may be viewed by arrangement with church. No other survey will be provided. Before submitting bid, contractors shall examine the drawing and specification, and visit the site to acquaint themselves with conditions relative to the work. The contractor will be allowed no extra compensation by reason of any difficulties or obstacles which he could have discovered or reasonably anticipated prior to bidding.

E. Measurements

Before ordering any material or doing any work, contractor shall verify all measurements at the site, and shall be responsible for the correctness of same. No extra compensation will be allowed to the contractor because of differences between actual dimensions and the measurements shown on the drawings. All drawing figures take precedence over measurements by scaling of drawings.

F. Temporary Facilities, Storage of Materials

Contractor shall restrict his use of toilet facilities, and space for storage of materials, to those areas agreed upon with the church at the start of the project. No smoking is allowed in the church building; use of a radio must be coordinated with church personnel.

G. Equal Materials

During bidding, a contractor desiring to use materials not already approved as equal to specifications, may submit a written request to the church, accompanied by descriptive information, for consideration. Only materials specified or approved by church during bidding, will be allowed after execution of the contract.



#### H. Work by Church

Church will be responsible for removal of existing pews in chancel, for clear access to old organ chambers, and for (temporary?) removal of file cabinets in music room (see I. Add Alternate).

#### I. Add Alternate

Work consists of cutting new openings in brick and plaster walls, installing new doors #1 & 2, with associated hardware, lintels, trim, patching, and fitting of chancel paneling, as shown on drawings and as specified.

### SECTION 2 DEMOLITION AND CLEANUP

#### A. Scope

1. Remove all parts of structure as required to remodel as shown on plans. All waste materials shall be removed from site. See plans for materials to be re-used.
2. Work includes, but is not restricted to, removal of floor and floor structure, and risers in existing chancel, and making openings in walls as required by Add Alternate, if accepted.

#### B.

1. Protect existing electrical and mechanical work which is not part of remodeling.
2. Contractor shall be responsible for controlling dust generated by demolition and construction, and shall promptly clean the sanctuary, and other areas not being remodeled, of dirt and debris resulting from his work.
3. All damage to existing building and interior finishes, driveways, sidewalks, curbs, lawns, etc. resulting from this work must be restored and matched to its original state, at no additional expense to the church.

### SECTION 4 MORTAR AND UNIT MASONRY

#### A. Mortar

1. Mortar materials shall conform to the latest standard specifications of the ASTM as follows:

Portland Cement	C150, Type I or III (without air entrainment)
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Quick Lime	C5
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Hydrated Lime	C207, Type S
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Aggregates	C144
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water clean and free of deleterious amounts of acids, alkalies, or organic materials.

2. Measuring, mixing, properties: conform to ASTM C270. Mix

mortar for immediate use. Retempering of mortar will not be permitted.

#### B. Brick

1. Materials: Clean, undamaged brick resulting from demolition may be re-used in patching around the new opening of door 1.

water clean and free of deleterious amounts of acids, alkalies, or organic materials.  
2. Measuring, mixing, properties: conform to ASTM C270. Mix

2

mortar for immediate use. Retempering of mortar will not be permitted.

#### B. Brick

1. Materials: Clean, undamaged brick resulting from demolition may be re-used in patching around the new opening of door 1. Additional brick as required shall conform to the appropriate ASTM specification for interior, load bearing application. Provide metal ties as required.
2. Workmanship: Lay brick plumb and true to lines with courses level. Set lintels in a full bed of mortar. Lay brick with full mortar joints and mortar beds spread smoothly or only slightly furrowed. Butter the ends of brick with sufficient mortar to fill the end joint. Clean off excess mortar as work progresses.

### SECTION 5 STRUCTURAL STEEL AND MISCELLANEOUS METAL

A. Furnish and install structural steel lintels and misc. metal as shown on drawing and as required to complete the work.

B. Structural steel shall conform to ASTM A36. Before leaving the shop, all steel work shall be thoroughly cleaned of all loose mill scale, rust, or other foreign matter, and given one coat of first-class rust inhibitive primer.

### SECTION 6 CARPENTRY

#### A. Rough Carpentry

##### 1. Materials

- a. Moisture content: not to exceed 19% for all lumber
- b. Grade and Trademark: required on each piece of lumber (or bundled stock) use only the recognized official marks of Association under whose rules it is graded. Grade and trademarks will not be required if each shipment is accompanied by certificate of inspection by Association.
- c. Quality: lumber must be sound and thoroughly seasoned, well manufactured and free from warps that can not be corrected in process of bridging or nailing. Woodwork exposed to view in finished interior spaces shall be dressed.
- d. Grades and species of lumber shall be as follows except that grades and species hereinafter specified under specific items shall govern:

- |  |                           |
|--|---------------------------|
| 1. Grounds, blocking                                     | #2 Western Pine           |
| 2. Framing lumber  | #1 Construction Grade Fir |
| 3. Subfloor shall be 3/4" thick plywood, subfloor grade. |                           |
- Edges not occurring at joists shall be supported with wood blocking.

2. Rough Hardware: provide and install all rough hardware and

3



metal fastenings as shown on drawings or required for proper installation of carpentry and millwork. Fastener hardware shall be of sizes and types to rigidly secure members in place.

3. Provide wood grounds and blocking of size and shape required for plaster work, and for securing wood trim and millwork.

B. Finish Carpentry and Millwork

1. Scope: Work required includes

- Hardwood flooring
- Interior trim and door frames
- Paneling
- Modifications of low wall
- Associated hardware

2. Materials: all visible woodwork shall be select oak, to match existing. Interior trim shall be run to profiles indicated. Plywood in exposed locations shall be premium grade, conforming to commercial standard CS35-61 with face veneers of minimum 1/28" oak. Plywood and solid wood used in chancel shall be rift sawn, to match appearance of existing. Plywood 3/4" and thicker shall have 7-ply or lumber core, and oak veneer. All exposed edges shall have hardwood edge strips to match face veneers. Concealed portions of millwork shall be of "C" or better grade of ponderosa pine, particle board, or "B-B" grade DFPA plywood.

3. Workmanship: all millwork and trim shall be finished smooth and free from machine or marks that will show through the finish. All nail heads shall be set to receive putty. Gouges, dents, hammer marks, splits or other defects will not be permitted in the finished work.

4. Hardware: casters for movable low wall shall have 3" diameter rubber wheel, ball-bearing swivel, bolt-on mount. Minimum capacity shall be 125 lbs. each. Rear casters shall have foot-operated brakes. A total of 16 casters required. Mount with 1/4" bolts.

5. Hardwood flooring: finish flooring shall be select or better oak, 25/32" thick x 2 1/4" face, with hollow back and T&G edges. Installation shall be over felt, with blind nailing at 10" o.c. maximum; materials and installation shall be in accordance with industry standards. Existing oak flooring in good condition may be salvaged and reused. Machine sand entire chancel floor flat, without humps or valleys.

SECTION 8 ADD ALTERNATIVE

A. Doors

1. Furnish and install wood doors where indicated on plans and/or schedule. All doors 1 3/4" solid core. All doors shall be designed by manufacturer for use as indicated on drawings and recommended for that service.

2. Doors and installation shall comply with the following standards: NWMA Industry Standard - I.S. 1. of the National Woodwork Manufacturers Association, and CS 171-58. Face veneers

2. Doors and installation shall comply with the following standards: NWMA Industry Standard - I.S 1. of the National Woodwork Manufacturers Association, and CS 171-58. Face veneers shall be oak, standard thickness, premium grade. Edges shall be solid wood. Cores shall be solid wood block or particle board. Doors shall be manufactured by one of the following:

Georgia Pacific Curtis  
US Plywood (Weldwood Algoma)  
Weyerhaeuser  
Eggers

Approved equal in writing from church.

Protect doors during transit, storage, and handling to prevent damage, soiling and deterioration. Comply with on-site care recommendations of NWMA Pamphlet "Care and finishing of Wood Doors" and manufacturer's recommendations. Install doors and hardware as per manufacturer's recommendations. See Hardware Section.

#### B. Finish Hardware

1. Furnish and install all items of finish hardware as specified, or obviously required to complete the job.

2. Contractor shall be responsible for the correct application according to the factory installation instructions, leaving the hardware in proper working order, by adjusting hardware and tightening all bolts, nuts, screws, etc. prior to final inspection.

3. Hardware shall be furnished free from all blemishes and defects. Furnish all fasteners, brackets, and accessories as required to permit proper installation and performance.

#### 4. Hardware schedule:

##### Door #1:

Hinges: Boss Invisible #218  
(4) required per leaf  
Latchset: Schlage #A-25  
Plymouth Design, 605 finish (bright brass)  
Flush bolts: Ives #458 (2) required  
Dust proof strike: # 488x487 + plate  
See drawing for special installation of latchset.

##### Door #2:

Hinges: Hager Butts BR 1279 4 1/2x4 1/2 US#3 Finish  
(3) per leaf  
Lockset: Schlage #A-53  
Plymouth Design, 605 finish  
Flush bolts: Ives #458 (2) required  
Dust proof strike: #488x487 + plate  
Wall stops: Ives 401 1/2



## SECTION 9

### A. Plastering

1. Furnish labor and materials as required for patching of existing plaster as shown on drawing.
2. Materials:
  - Portland Cement - ASTM C150-71 Type 1
  - Normal Finishing Hydrated Lime - ASTM C206 Type S
  - Aggregates - ASTM C144-70
  - Sand - ASTM C35
  - Lathing, furring, corner and edge beads - U.S. Gypsum or equivalent.

3. Materials, mixing, and application shall conform to manufacturers requirements.

4. Match existing plaster form, texture, and finish. Cut out and patch defective or damaged plaster. Clean excess plaster from beads and adjacent surfaces, and leave surfaces suitable for painting.

### B. Gypsum Drywall

1. Furnish labor and materials as required for closing off old organ chambers, as shown on drawing.

#### 2. Materials:

equal to products of U.S. Gypsum, National Gypsum.

Gypsum board shall be 5/8" thick, firecode type X, and as long as practical to give joint locations as called for on drawing. Provide and install metal corner beads, edge casings, clips, trim pieces, fasteners, joint tape, and compound as required for a complete job, in accordance with manufacturer's recommendations.

#### 3. Installation:

shall be in accordance with manufacturer's printed recommendations and specifications. All ends and edges of gypsum wallboard shall occur over nailing members. Tape and fill joints. Finish of drywall after taping and sanding shall be suitable for painting.

### C. Painting and Varnishing

#### 1. Scope:

The work required under this section consists of all painting and finishing in accordance with the drawing as herein specified. The contractor shall examine all surfaces to be finished and make certain that they can be put in proper condition for finishing by customary cleaning, sanding, and puttying. The contractor assumes full responsibility for producing a satisfactory job with the materials specified.

### B. Paint Materials

- a. Paint, varnish, stains, and fillers shall be of type and

## 2. Paint Materials

a. Paint, varnish, stains, and fillers shall be of type and brands hereinafter specified under "Schedule of Painting". Painting materials such as linseed oil, shellac, turpentine, etc., shall be of the highest quality and have identifying labels on containers.

b. All paint shall be ready mixed and delivered to the site in manufacturer's sealed containers. Each container shall be labeled by the manufacturer. Thinning shall be done only in accordance with manufacturer directions. Job mixing or job tinting may be done when approved by the church. Each coat shall be tinted so that respective coats can be identified.

c. All paints, varnishes, stains shall be best quality line and approved by the church.

3. Colors shall be selected by the church. Contractor shall prepare samples of the various finishes for approval before proceeding with the work.

## 4. Application:

a. Contractor shall be responsible for marring, spotting and/or staining of floors or other work, and shall either entirely remove said stains, etc., or replace damaged materials with approved materials, and make good any damage to other work in connection with said removal and replacement at his own expense. Before finishing and painting, remove hardware, accessories, plates, or similar items, or provide ample protection of such items. Upon completion of each space, replace above items. All application of paint and varnish materials shall be according to manufacturer recommendations. Finished work shall be uniform, of approved color, smooth and free from runs, sags, defective brushing and clogging. Make edges of paint adjoining other materials or colors sharp and clean without overlapping.

b. Preparation: Wood: sandpaper to smooth and even surfaces and then dust off. After priming or stain coat has been applied, thoroughly fill nail and other holes and cracks; use plastic wood filler for stained work and putty for painted work. Give knots and sap wood a coat of shellac before priming for painting.

Plaster surfaces: Fill all holes and cracks. Do not use sandpaper on plaster surfaces to be painted. Before painting any new plaster, surfaces shall first be tested with a moisture testing device especially designed for this purpose. No paint or sealer shall be applied on plaster when moisture content exceeds 5.5% as determined by testing device. Test sufficient areas in each space and as often as necessary to determine the proper moisture content for painting.



5. Schedule of Painting

- a. Interior Woodwork = stain & varnish finish
  - 1st coat: stain (color to match existing woodwork)
  - 2nd coat: gloss varnish
  - 3rd coat: gloss varnish
  - 4th coat: varnish, gloss or satin as required to match existing finish
- b. Wood floor = stain and varnish
  - as above, using materials suitable for floor application.
  - Stain dark oak color.
- c. New plaster and gypsum wallboard
  - one coat: wall primer and sealer
  - two coats: latex flat

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218-722-8633

FAX: 218-722-8636

MAY 22, 1989

REVEREND JOHN H. KEMP  
PILGRIM CONGREGATIONAL CHURCH  
2312 EAST FOURTH STREET  
DULUTH, MN 55812

Dear Jack:

With this letter I send you the proposed contract and specifications of Jaeckel, Inc., as delivered to me by Wally Niss.

Also enclosed is a draft of suggested amendments to the Jaeckel proposal.

The purpose of my suggestions is to make the Jaeckel agreement more specific in the areas where construction disputes most often arise. The use of the term, "force majeure" is inserted, for example, because this is a term in construction contracts which has been well-defined by the courts in a great number and variety of cases

If there is anything further you would like to have me do with regard to this project, please let me know.

Yours very truly



Conrad M. Fredin



( C. M. Fredin suggested re-wording of )  
( the "Basic Agreement" and "Warranty" )  
( Sections of proposed Jaeckel Agree- )  
( ment of May \_\_\_\_, 1989. )

#### BASIC AGREEMENT

JAECKEL, INC. agrees to remodel the existing space in accordance with details and specifications attached hereto and marked Specifications for Remodeling of Chancel/Choir Area. Contractor agrees to begin work before June 1, 1989, and to have all work completed and ready for inspection and acceptance by July 10, 1989, unless interrupted or prevented from completion by force majeure. Further and subject to this condition, Contractor agrees to schedule and perform work in such a way as to have the chancel area in suitable condition for the staging and performance of a wedding ceremony on June 30, 1989, on Sundays for regular services, and on reasonable notice, at other times for special occasions.

#### WARRANTY

JAECKEL, INC. warrants that the materials incorporated will be in compliance with specifications, and the work will be free of defects in material and workmanship. For a period of three years from the date of acceptance, JAECKEL, INC. agrees to replace or repair any defects at its cost. This warranty does not extend to consequential damage resulting from defects.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEYOND THE EXPRESS WARRANTY OF THIS PARAGRAPH, i.e., CONTRACTOR AGREES THAT PERFORMANCE OF SUCH CONSTRUCTION WORK, AND THE WARRANTIES RUNNING WITH SUCH WORK ARE SEPARATE FROM THE FUNCTION AND RESPONSIBILITY OF JAECKEL, INC., AS DESIGNER OF THIS PROJECT.

OK JDM  
5/22/89

COPY

AGREEMENT FOR REMODELING OF CHANCEL/CHOIR AREA  
AT PILGRIM CONGREGATIONAL CHURCH

This Agreement made this \_\_\_\_ day of May, 1989, by and between Jaeckel, Inc., a Minnesota corporation, contractor herein, and PILGRIM CONGRGATIONAL CHURCH, Duluth, Minnesota, the buyer herein, is for the remodeling of the chancel/choir area in the buyer's church.

BASIC AGREEMENT

JAECKEL, INC. agrees to remodel the existing space in accordance with details and specifications attached hereto and marked Specifications for Remodeling of Chancel/Choir Area. Contractor agrees to begin work before June 1, 1989, and to have all work completed and ready for inspection and acceptance by July 10, 1989, unless interrupted or prevented from completion by force majeure. Further and subject to this condition, Contractor agrees to schedule and perform work in such a way as to have the chancel area in suitable condition for the staging and performance of a wedding ceremony on June 30, 1989, on Sundays for regular services, and on reasonable notice, at other times for special occasions.

WARRANTY

JAECKEL, INC. warrants that the materials incorporated will be in compliance with specifications, and the work will be free of defects in workmanship. For a period of three years from the date of acceptance, JAECKEL, INC. agrees to repair or replace any defects at its cost. This warranty does not extend to consequential damage resulting from defects.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEYOND THE EXPRESS WARRANTY OF THIS PARAGRAPH, i.e., CONTRACTOR AGREES THAT PERFORMANCE OF SUCH CONSTRUCTION WORK, AND THE WARRANTIES RUNNING WITH SUCH WORK ARE SEPARATE FROM THE FUNCTION AND RESPONSIBILITY OF JAECKEL, INC., AS DESIGNER OF THIS PROJECT.



#### PRICE

The total price of this work shall be the sum of \$16434.00 for all but the chamber enclosure work. Chamber enclosure work will be done on a cost plus basis with the assistance of help hired by the church. The set price of \$16434.00 shall be payable as follows:

40 percent or \$6573.60 by or on May 29, 1989;

60 percent or \$9860.40 when work is completed in accordance with this agreement.

Costs for chamber enclosure work will be billed at completion of project; at any time during the chamber enclosure work the church may request and will be given an accounting of those particular costs to date.

Late payments shall bear interest at thirteen (13) percent per annum.

#### ACCESS

Buyer agrees to allow contractor access to the remodeling site for at least ten consecutive hours per day in order to satisfactorily complete the work.

#### INSURANCE

The contractor shall purchase and maintain such insurance as will protect it from claims under workers' compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and for claims for damages to property which may arise out of contractor's operations under this contract. Contractor also agrees to maintain adequate property insurance.

#### AUTHORITY TO SIGN

The individuals signing this contract represent that they have authority to bind their respective principals to its terms.

ADDITIONAL PROVISIONS

This agreement shall be governed by the laws of the State of Minnesota and enforced on the day of its execution.

Contractor shall not be liable for any default or delay caused by any contingency beyond its control, including any shortage of materials, delay in transportation, acts of God or other cause beyond its control.

This contract is contained completely and solely in this writing and exhibits attached hereto. All verbal agreements are merged in this agreement and this agreement is the entire agreement of the parties.

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

JAECKEL, INC.

By  \_\_\_\_\_

ITS PRESIDENT

Date: 24 May 1987

PILGRIM CONGREGATIONAL CHURCH

By \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_





(218) 525-5851 - Office  
(218) 728-2394 - Shop

3931 London Road Duluth, Minnesota 55804

4 October 1989

Pilgrim Congregational Church UCC  
2310 East Fourth Street  
Duluth, MN 55812

Re: Production of choir riser front steps

Jaeckel, Inc. will make 3 - 10' sections of 8"-high steps to be used in front of the Wenger choir risers at a cost of \$430.00.

A handwritten signature in blue ink, appearing to read "Daniel J. Jaeckel", written over a horizontal line.

Daniel J. Jaeckel, president  
for: Jaeckel, Inc.

4 Oct 1989  
Date