

AUTOMATIC
SPEINKLER CONTRACT

SET NO. 2

SPECIFICATIONS
FOR AN
ADDITION TO FACTORY BUILDING
FOR THE
MERRILL INDUSTRIAL FOUNDATION, INC.
AT
MERRILL, WISCONSIN.

GUS. A. KRASIN
ARCHITECT
MARSHFIELD, WISCONSIN.



Form of Proposal
Sprinkler System

To the Merrill Industrial Foundation, Inc.
Merrill, Wisconsin.

Gentlemen:

We, or I, have read the specifications and examined the plans and am/are thoroughly familiar with all the material that will be required and know all the labor that will be necessary to install the Sprinkler System in the Addition to Factory Building according to the true meaning, spirit, and intent of the plans and specifications as prepared for same by Gus. A. Krasin, Architect of Marshfield, Wisconsin.

If awarded the contract we, or I, will furnish a surety bond for the full amount of the contract which shall guarantee the faithful performance of the contract and that all bills for material and labor will be paid.

We, or I, will furnish all material and perform all labor necessary to install the Sprinkler System complete in all respects for the sum of:

Alternate Bid:

In case that the Owner will lay water main into the building ready for us to connect, but we will furnish the shut off, post valve and band with flange, which shall extend above the floor, then deduct the sum of:

Inclosed herewith find certified check of \$ _____ which is equal to 5% of my bid as a guarantee that I will enter into a contract and furnish a surety bond within ten (10) days if we/I are awarded the contract.

Dated at _____
this _____ day of _____, 1938.

Signed: _____

S P E C I F I C A T I O N S

Of materials to be furnished and labor to be performed in the erection and completion of a one story addition to factory building, with concrete foundation for the Industrial Foundation of Merrill, Wisconsin. The building will be located on the South and to the West of present building in the City of Merrill, Wisconsin. The erection of the Building shall be carried out according to plans and these specifications prepared by Gus. A. Krasin, Architect of Marshfield, Wisconsin.

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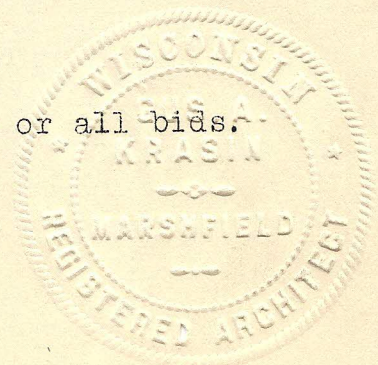
GENERAL CONDITIONS

1. Principles and Definitions:

- a. Wherever the term "Architect" is used, it shall mean Gus. A. Krasin, Architect of Marshfield, Wisconsin. Wherever the term "Superintendent" is used, it shall mean such person or persons as the Owners may authorize and designate to have full charge and supervision of the building during the construction period.
- b. Wherever the term "Owner" is used, it shall mean the Industrial Foundation Inc. or their duly appointed committee.
- c. Wherever the term "Contractor" is used, it shall mean the party whose bid shall be accepted and who signs the contract, furnishing a sufficient bond as guarantee to erect, finish and complete the building, and paying for all materials and labor and other expenses as called for by the plans and these specifications.
- d. Wherever the term "Or approved" is used it shall mean that any material which has all the qualities, characteristics, and advantages of the particular article or material specified, and is corresponding in size and design, may be used in place of the original specified materials, but not until the full description and necessary details of the materials to be substituted have been submitted to the Building Committee or the Architect for approval. If the Building Committee or the Architect does not approve of the substitution, the article or material specified shall be used.

2. Right to Reject Bids:

The Owner reserves the right to reject any or all bids.



3. Examination of Premises:

The Contractor shall carefully examine the premises before submitting his bid. No allowance will be made him for lack of full knowledge of all condiditons, except such underground conditions as are indeterminable before commencement of the work.

4. Time of Completion:

The Contractor shall state in his proposal the number of working days, from the signing of the contract, in which he will guarantee to complete his work.

5. Changes:

It is understood that the Owner shall have the right, during the progress of construction to make any alterations, additions, or omissions that he may desire to the work or material herein specified or shown on the drawings. The same shall be carried into effect by the Contractor without in any way violating or vitiating the contract. But if such changes are made, the value of same must be agreed upon in writing between the Owner, Architect and Contractor. No omissions will be allowed or extra work paid for unless ordered in writing by the Architect.

6. Special work not included:

The Owner reserves the right to have any special work, not included in the contract, done during the course of the work herein specified,

7. Sub-Contractors:

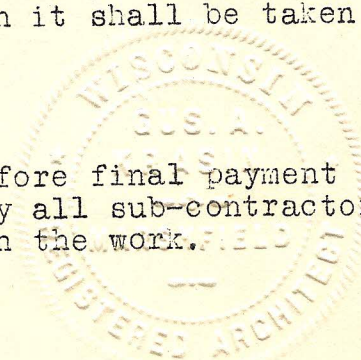
All sub-contractors must be approved by the Architect before the contract is signed.

8. Bond:

The Contractor shall within ten (10) days after signing of the contract, furnish the Owner with a bond of a trust company, acceptable to the Owner, in a sum equal to the amount of the contract price of the work, guaranteeing the faithful performance of the contract and against loss by reason of any lien. Contractor must state whether cost of bond is included in his bid. In a case the Contractor does not make any statement in regard to the cost of bond in his bid, then it shall be taken for granted that cost of bond is included.

9. Release of Liens:

The Contractor shall furnish the Owner, before final payment is made, a full release of liens, signed by all sub-contractors and material men associated in any way with the work.



10. Permits:

The Contractor shall obtain and pay for all permits, surveys, and inspector's fees without extra cost to the Owner.

11. Responsibility for Accidents:

The Contractor must bear all loss or damage from accidents which may occur to any person or persons, by or on account of the prosecution of the work until possession is taken by the Owner. The Contractor must provide all legal and necessary guards, railings, lights, warning signs, etc., during the progress of the work.

12. Workmen's Compensation Law:

The Contractor must assume all risks and bear all losses occasioned by neglect or accident during the progress of the work until same shall have been completed and accepted by the Architect.

The Contractor shall obtain and pay for liability insurance covering the entire work, in accordance with any Workmen's Compensation Law which is now in operation or put into effect before completion of the contract.

13. Payments:

The Contractor shall prepare and furnish to the Owner or Superintendent a detailed statement, showing the amount of labor and material incorporated in the building and the amount delivered on the building ground, on or about the first of each month, and the Superintendent shall, within a reasonable time, issue a certificate which shall become due and payable by the Owner on or before the tenth of each month.

No such payment or certification shall be construed as an acceptance of the work or any part thereof. The work shall not be considered accepted until the final certificate is issued.

14. Extras:

Should any changes occur, involving any extra work or extra cost, the same shall be carefully estimated by the Contractor and submitted in a detailed statement and shall be approved by the Superintendent in duplicate before any work is begun. All omissions and deductions shall also be carried out in the above manner. No extras or deductions will be allowed unless the above stipulations are carried out.

15. Arbitration:

Should the dispute arise between the Contractor or Contractors and Owner, this difference shall be submitted to a Board of Arbitration, consisting of three capable disinterested parties, one selected by the complainant, one by the defendant, and the third selected by the aforementioned two members. These three shall consider the different arguments, points and disputes, and shall within as short a time as possible, give their decision on these matters. This decision shall be binding to both parties concerned.

16. Omissions:

It is intended that the drawings and the specifications cooperate. Anything shown on the drawings but not mentioned in the specifications, or vice versa, or anything not expressly set forth in either, but which is reasonably implied, shall be furnished as though specifically shown and mentioned in both, without extra charge. Should anything which is necessary to the proper construction of the work herein described be omitted from the drawings, it shall be the duty of the Contractor to notify the Architect before signing the contract. In the event that the Contractor fail to give such notice, he shall make good any damage or defect in his work caused thereby without extra charge.

17. Plans and Drawings:

Plans and drawings are drawn to scale as marked, but no drawings are to be scaled where dimensions are given by figures. Drawings and specifications are the property of the Architect and same must be returned to the Architect when building is completed. Any person or persons using same for any other project or copying any part thereof shall be liable for the full fees.

18. Detail and Working Drawings:

Additions and detail working drawings in amplification of the contract drawings will be furnished as they may be required. All such drawings are to be considered as possessing equal weight to those which accompany these specifications.

A complete set of drawings and specifications shall be kept on the job at all times during the progress of the work.

19. Shop Drawings:

The Contractor shall, upon request, submit shop drawings for the approval of the Architect.

20. Dimensions:

Figures given on the drawings shall govern over scale dimensions, and larger scales shall govern shaller scales.

21. Questions and Disagreements:

All questions and disagreements between Owner and the Contractor relating to the interpretation of the drawings and specifications or the kind and quality of the work, and material required thereby, shall be referred to the decision of the Architect.

22. Laying out the Building:

The Contractor shall layout the work from the drawings, subject to the approval of the Architect, and he shall be responsible for any damage that may be sustained by the Owner or others caused by the incorrect location of the building.

23. Foreman:

The Contractor shall have at the building at all times a responsible foreman. In addition, the Contractor shall give his work his personal supervision. Any instructions or notices given to the foreman shall have the same force as if given to the Contractor in person. The foreman shall be on duty during all working hours.

24. Workmen:

Any workmen, who, in the opinion of the Architect, is incapable or careless in the execution of his work, shall be removed upon the request of the Architect.

25. Materials and Workmanship:

All materials and workmanship, unless otherwise specified, shall be of the best of their several kinds.

The Contractor, unless otherwise specified, shall furnish all necessary accessories needed, such as, scaffolding, forms, protection, and all other temporary work.

26. Delay:

Should the Contractor, at any time during the progress of the work, refuse to, neglect to, or from any cause be unable to supply a sufficiency of suitable materials or workmen to carry out the work in his charge properly, the Owner shall have the power to provide suitable materials and workmen at market rates, after three day's notice in writing has been given to the Contractor, in order to finish said work. The cost of same shall be deducted from the amount of the contract.

27. Construction Superintendent:

Should the Owner, at any time during the construction, desire to engage a regular superintendent or clerk of the work, it is to be understood that said superintendent must be an experienced and practical man, fully qualified to judge as to

37. Construction Superintendent: (Cont'd)

the proper execution of the work, capable of following all plans and specifications, and fully capable of furnishing instruction to Contractors and coping with emergencies which may arise.

The selection and engagement of said superintendent shall be approved by the Architect so that there will be no impractical or incapable supervision by unqualified superintendents, as such unqualified supervision shall have no bearing whatever upon the true meaning and intent of the plans and specifications. It shall be the duty of such superintendent, during the entire construction, to ascertain from the Architect, a thorough interpretation of the entire work as shown and as specified and not to allow same to be executed in uncertainty.

38. Building Law and Ordinances:

All materials and construction shall conform to the requirements of all building and sanitary laws in force in the locality in which the building is to stand. The Contractor shall be responsible for any violation of the same and shall make all work acceptable to the Building Department without extra charge.

39. Defective and Improper Work:

Any work or materials not acceptable to the Architect shall be removed by the Contractor and replaced with approved materials or work without extra compensation. All condemned material shall be removed from the premises immediately after rejection.

30. Inspection:

The Contractor shall afford the Architect every facility for inspecting the work and materials.

31. Closing in Work:

No piping, wiring, ducts, etc., shall be covered up until properly inspected, approved, and certificates, if required, have been issued for the same.

32. Cutting:

All cutting and repair work shall be done without extra charge by the Contractor or Sub-Contractor. Each party shall take care of his part of the work in a proper manner.

33. Protection:

All materials in or designed for the work shall be at all times suitably housed or protected, particular care being taken of all finished parts.

34. Privy:

The general Contractor shall provide a temporary privy with a proper enclosure. This shall be removed upon completion of the work, and the premises left in perfect condition.

35. Frost and Dampness:

The general Contractor shall furnish all usual heating apparatus and fuels, or other appliances to protect the work from frost and dampness. No interior finish will be permitted in the building until the Architect is satisfied that the rooms are sufficiently dry.

36. Temporary Water Supply:

The Contractor shall make his own arrangements for water supply unless otherwise specified.

37. Cleaning and Refitting:

The building must, at all times, be kept free from all surplus material, dirt, and rubbish. At the completion of the work, all paint spots must be removed from the walls and floors, and, where required, windows and doors refitted. All windows must be cleaned and such minor repairs and alterations made as may be necessary to make the building ready for occupancy.

38. Guarantee:

The Contractor shall be responsible for and shall make good any defects due to faulty labor or material which may arise or be discovered within one year after completion of the work and its acceptance by the Architect.

Detailed Specifications
for
Automatic Sprinkler System

1. Description of Work.

The work contemplated to be done and as shown by the plans and as described by these specifications shall consist of beginning at a point 10 feet outside of the building and from there continue into the building with 8" cast iron main to a point where shown on the plans to connect riser, etc. This Contractor shall also furnish post valve and hydrant for fire hose connections, and shall install sprinkler system complete with all valves, alarm, drain pipes, etc., all complete and subject to inspection and approval of the National Board of Fire Underwriters or Western Factory Insurance Association.

This Contractor shall also make arrangements for all electrical wiring necessary for his equipment and shall pay for same.

2. Terms.

Wherever the name "Owner" is used, it shall mean the "Merrill Industrial Foundation, Inc. of Merrill, Wisconsin."

Wherever the word "Contractor" is used, it shall mean the party to whom the contract is awarded to do the work.

3. Sprinklers.

A wet pipe system of 435 Automatic Sprinklers to be installed in building as shown on plans.

Owner will provide sufficient heat throughout all portions of the plant to be equipped with a wet pipe system, to prevent any freezing of water in the pipes.

4. Special Sprinklers.

No coated sprinklers, plated or sprinkler guards are included in this contract.

5. Open Sprinklers.

No open sprinklers are included in this contract.

6. Alarm Valve.

Furnish and install alarm valve and connections in main supply to 1 - 8" wet pipe system.

7. Water Alarm.

Furnish and install one water motor alarm, same shall be connected to 8" alarm valve, gongs, to be located at point shown on plan.

If not practical to run discharge from water motor through wall of building to open air, Owner will provide necessary drain connection.

8. Draw-Off Piping.

Draw-off piping to properly draw off system to be run to accessible place for discharge, at point selected by Contractor. If necessary to discharge draw-off to sewer, Owner will provide properly trapped sewer pipe connections and leave threaded capped outlets at points designated by Contractor.

9. Supply Piping.

Piping from point 10 feet from building, connect up and run into building and connect with sprinkler system.

10. I-Beam Clamps.

Furnish and install all necessary I-Beam clamps in place for supporting the sprinkler mains.

11. Extra Sprinkler Cabinet.

Furnish and install one sprinkler cabinet with 12 sprinklers and sprinkler wrench to be provided for emergency use.

12. Fire Department Connection.

Furnish and install one 2-way fire department connection as shown on plan, connected to system.

13. Underground Pipe and Fittings.

This contractor shall install cast iron supply piping from P.I.G. valve as shown on plan, leaving flanged outlet in plumb and level position above floor level at point shown on plans.

14. Indicator Post and Valve.

Install Indicator Post and Valve shown on plan as follows: 1 - 8".

15. City Water Connection.

Owner will furnish 8" city water main to a point 10 feet from the building and ready for connection from adequate supply to P.I.G. Valve shown on plan, including meter or Detector Check if required.

16. Freight - Teaming.

Deliver materials at freight station or railroad siding, and do all local teaming and handling.

17. Mason and Carpenter Work.

Cut all openings for proper installation of the work specified, in foundations, walls, floors, ceilings, partitions, stairways, etc., Owner to do all patching and repairing required.

18. Trench Work.

This contractor shall do all trench work for the proper installation of underground piping and valve pits, including excavating, preparing of trenches and back filling and relaying of floors and pavements where disturbed.

19. Painting.

Owner to paint the sprinkler system in desired.