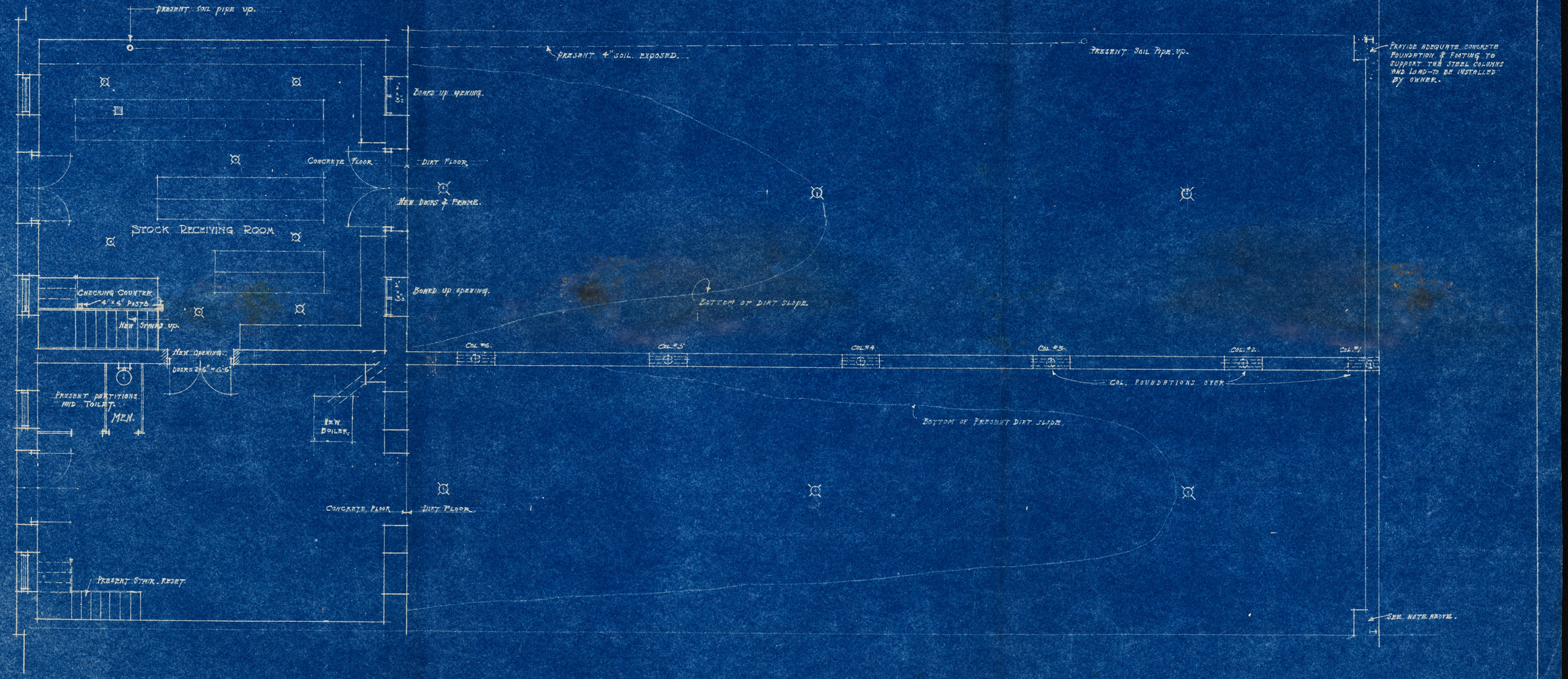


McLELLAN STORES Co.
370 SEVENTH AVE. NEW YORK. N.Y.

NEW STORE AT MOUNT AIRY. N.C.

DRAWN BY D.B.M. MARCH 1935

SHEET # 1 (OF 5)

SPECIFICATIONS

-for-

ALTERATIONS TO BUILDING

-for-

NEW STORE AT MOUNT AIRY, N.C.

McLELLAN STORES COMPANY
370 SEVENTH AVENUE
NEW YORK CITY, N. Y.
MARCH 1935.

THESE ARE THE SPECIFICATIONS REFERRED TO
IN OUR CONTRACT DATED APRIL _____ 1935

SIGNED-

W. W. McLellan
OWNER

_____
CONTRACTOR

Mount Airy.

Instructions to Bidders.

Bidders are requested to make their own estimates of the quantities upon which to lease their Estimate and are expected to thoroughly familiarize themselves with the intent and meaning of these specifications, and also with the accompanying drawings.

Bidders or their authorized agents are required to visit the present building and carefully examine the same for themselves. Bidders are to satisfy themselves of the accuracy and adequacy of the representation of existing conditions as indicated on the Drawings.

It must be understood that no claim will be allowed against the Owners on account of any discrepancy in such estimates so made by the Bidders. No allowance will be made by the Owners for any lack of information on the part of the Bidders.

The plans and specifications have been prepared by The McLellan Stores Co., designated herein as the Owners. The Owners reserve the right to reject any and all bids and to accept any bid. Bids shall be mailed to The McLellan Stores Co., 370 Seventh Ave., New York City, N.Y. not later than.....

Unit Prices.

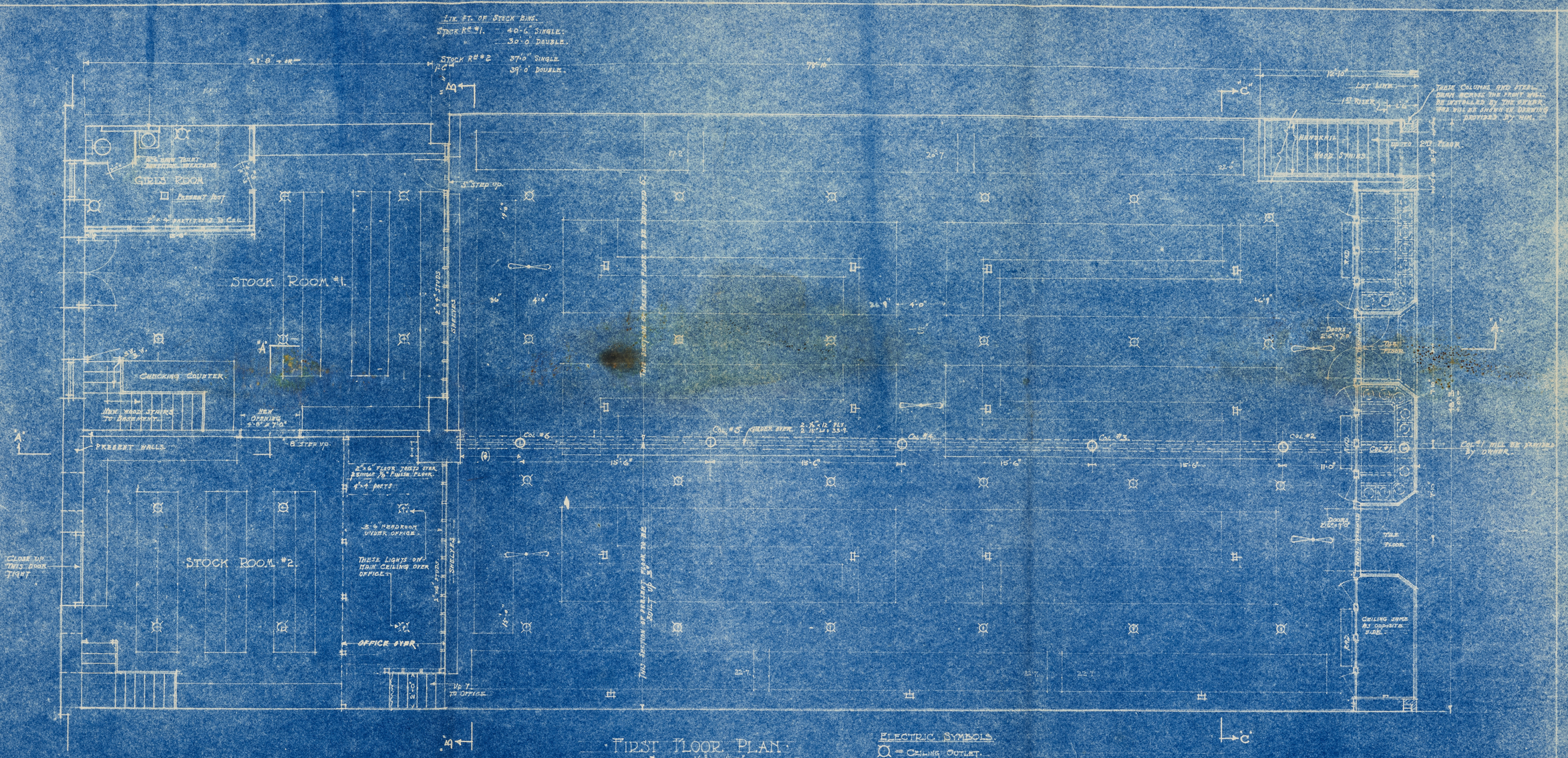
In addition to his bid the Bidder shall give the following unit prices:

1. No. 1 Common Rift Hard Pine flooring 2¼" face as specified. Laid on top of present flooring per square of 100 sq. ft.

2. No. 1 Common Rift Hard Pine flooring 2¼" face as specified. Laid on the present underfloor which will mean removing the present finish floor per 100 sq. ft.

3. 1-2-4 Concrete per cub. yd. for foundation work.

Contractor shall itemize the cost of the work when submitting his bid.



FIRST FLOOR PLAN.

SCALE 1/4" = 1'-0"

ELECTRIC SYMBOLS

- ○ = CEILING OUTLET.
- ⊙ = DROP LIGHT.
- ⊣○ = FLOOR OUTLET (COUNTER)
- ⊶ = CEILING FAN.
- Sw. = SWITCH.

McLELLAN STORES CO.
370 SEVENTH AVE. NEW YORK, N.Y.
NEW STORE AT
MOUNT AIRY, N.C.
DRAWN BY R.B.M. MARCH, 1935.
SHEET # 2 (OF 5)

General Conditions.

Supervision.

The contractor shall give the work his personal supervision and shall keep a competent foreman constantly on the job during working hours and in charge of the work. All directions shall be given to the foreman in the absence of the contractor. Any careless or incompetent workman must be removed forthwith by the contractor when notified to do so by the representative of the McLellan Stores Co.

Permits:

The Contractor must at his own cost obtain all the necessary permits and comply with all the State and Local ordinances relating to any part of the work.

Shoring.

The General Contractor shall do all the necessary shoring, if required to keep in place the walls of the adjoining buildings.

Protection.

The General Contractor shall take all precautions to protect his material and the inside of the building from damage by rain or other weather conditions and he shall be held responsible for any damage caused thereby. He shall also take every precaution to protect the adjoining properties from damage by reason of his work and he shall notify adjoining Owners if any part of their property affected by the alterations does not conform to the local Building Laws.

The Contractor shall carry property damage insurance in the Amount of $10,000.00 to cover any damage to adjoining properties.

Measurements.

All measurements of new work affected by present work must be verified at the job by the Contractor.

General Conditions.

Supervision.

The contractor shall give the work his personal supervision and shall keep a competent foreman constantly on the job during working hours and in charge of the work. All directions shall be given to the foreman in the absence of the contractor. Any careless or incompetent workman must be removed forthwith by the contractor when notified to do so by the representative of the McLellan Stores Co.

Permits:

The Contractor must at his own cost obtain all the necessary permits and comply with all the State and Local ordinances relating to any part of the work.

Shoring.

The General Contractor shall do all the necessary shoring, if required to keep in place the walls of the adjoining buildings.

Protection.

The General Contractor shall take all precautions to protect his material and the inside of the building from damage by rain or other weather conditions and he shall be held responsible for any damage caused thereby. He shall also take every precaution to protect the adjoining properties from damage by reason of his work and he shall notify adjoining Owners if any part of their property affected by the alterations does not conform to the local Building Laws.

The Contractor shall carry property damage insurance in the Amount of $10,000.00 to cover any damage to adjoining properties.

Measurements.

All measurements of new work affected by present work must be verified at the job by the Contractor.

Cutting & Patching.

The General Contractor shall do all cutting of his work and present construction work required for piping or wiring of other contractors and he shall patch up afterwards.

Materials.

All materials must be new unless otherwise specified and the Contractor shall furnish all materials, labor, scaffolding and appliances necessary for the proper execution of the work.

Time.

As soon as he is notified by the Owners, the Contractor shall begin work and finish up the job at the earliest possible date or a fixed date agreed upon between the Owners and Contractor.

Water.

The Contractor shall be responsible for all water used on the job and he shall pay all charges for the water and for temporary connections to existing supply.

Temporary Light and Power.

The Contractor shall make arrangements for and pay for all electricity and temporary wiring necessary for light and for electric machines used on the job.

Bond.

The General Contractor shall provide a bond in the sum of 85% of his Contract. Bond to be with a Surety Company satisfactory to the Owners and it shall remain in force for 12 months after the acceptance of the building by the Owners.

Payments.

Unless otherwise agreed upon payments shall be on the basis of 80% at the completion of the job and 20% sixty days thereafter. Contractor must show that all bills have been paid before the final 20% is turned over to him.

Conditions at Building.

The Contractor shall visit the building before submitting his bid and get acquainted with all the present conditions which will have relation to his work. Failure to do so will not relieve him of any responsibility to finish the job.

Specifications and Drawings.

These specifications and the accompanying drawings are intended to describe and provide for a finished piece of work and are intended to be cooperative.

The contractor shall understand that the construction work herein described shall be complete in every detail, notwithstanding every item necessarily involved is not particularly shown or mentioned and he shall be held responsible to complete the work.

Insurance.

Contractor must carry insurance as required by the Workmens Compensation Law, also Public Liability Insurance in an amount satisfactory to the Owners. The Fire Insurance will be carried by the Owners.

Cleaning Up.

At the completion of the job, the Contractor shall clear away all debris resulting from the alterations and leave the building broom clean. Clean off all glass.

Demolition.

Remove the entire front wall also the store fronts, salvaging any materials that may be of some value. All these materials to become the property of the Contractor who will dispose of them. The old bricks, if whole, may be cleaned and used as backing brick of new front wall. Shore and brace the walls of adjoining buildings if necessary.

Remove the first floor dividing partition from front wall back to cross wall. Provide all shoring necessary to support the 2nd floor until the new steel columns and beams are set in place. The shoring to be set so that it will interfere with the new construction work as little as possible.

Excavation----Floor Fill.

Excavation.

Provide all labor, materials and appliances necessary to complete all excavation for footings of column foundations and for new concrete floors in Rear portion of basement. Level off and tamp the earth under footings except where footings rest on rock. If rock is encountered level off the rock surface in order to get a square bearing. Fill in around footings after they have set.

Floor Fill.

Under the concrete floor in rear part of basement, where shown, lay a 4" thick bed of clean, hard gravel or broken stone that will pass a 2 inch mesh, tamped down hard when wet.

Concrete Work.

Cement.

Cement shall be an American Portland Cement which conforms to all the requirements of the American Society for Testing Materials for Portland Cement.

Sand.

Sand shall be clean, coarse and free from organic matter and other impurities.

Water.

Water shall be fresh Town water.

Aggregate.

Aggregate shall be coarse gravel or broken stone ranging in size from ¼" to 1¼".

Concrete.

Concrete shall be mixed 1 part Portland cement, 2 parts sand and 4 parts aggregate. The Basement floor of rear portions shall consist of a 4" thick concrete slab laid on top of the cinder base already specified. Slab to have wire lath temperature reinforcement and the concrete shall be finished on top with a ½" of cement and sand mixed 1-2 trowelled smooth on top and applied integrally with the concrete. Provide any wood forms required. Mix Toxement or Hydratite cement hardener with the cement surface finish.

The concrete base under Vestibule Tile floors shall be 4" thick laid partly between joists and shall finish 1" below the finish tile level and slope towards the side walk.

Provide wire lath reinforcement for these concrete slabs. The retaining wall next to sidewalk shall be concrete mixed 1-2-4 with footings spread to take the load of columns.

Brickwork.

Common brick for backing shall be whole hard burned merchantable brick, no salmon brick will be allowed. The old bricks may be used for backing bricks if thoroughly cleaned of old mortar, and whole. Face brick shall be a first grade waterstruck brick approved by the Owners. Figure on brick costing $35.00 per M.

Mortar for laying brickwork shall be mixed 1 part Portland cement, 1 part lime and 5 parts sand.

Bricks shall be laid with full mortar joints and flushed full on top with mortar. Face brick to be loaded into the backing every sixth course. Point up the exposed joints as the brickwork is built.

The flat arches over windows shall be of smooth face brick of suitable color to match the field face brick and shall be rubbed to radii.

Set the steel angle lintels over windows. The window sills shall be formed of brick on edge and projecting 3/4" and pitched to shed water.

Provide wood center at semicircular head of opening to stairway.

The brickwork below the sign shall be a smooth faced face brick as it may be painted.

Set the bolts for anchoring the wood forms for the wall coping ½" bolts, 6' 0" OC.

Stone Work.

Furnish and install the limestone key blocks of flat arches over windows.

Stone work continued.

If good cast stone to imitate limestone with a rubbed finish can be had locally and it is less expensive use that. Paint back of stone.

Vestibule Floors.

The Store front Vestibule Floors shall be non-slip, all Textone Tile, standard grade as supplied by The Olean Tile Company, Olean, New York, and shall have an admixture of Carborundum. Border formed of 2 rows of 2 3/16" sq. S.J. Ebony. Field 3 size check, 2 3/16" sq. sand gray, 3/4"x 1 1/16" sand brown, 1 1/16" sq. dark olive and maroon. Tile to be set in Mortar mixed 1-3 and on the 4" thick concrete slab specified under "Concrete". Board up between the wood floor joists for support of slab and cut top of joists so that there will be at least 2" of concrete over the reinforcement.

Steel Work.

Materials and Workmanship.

All structural steel and all workmanship shall conform to the requirements of the latest Standard Specifications for Structural Steel for Buildings and The Code of Standard Practice as adopted by The American Institute of Steel Construction.

Sizes shall be as shown on plans. Built up girders shall be riveted. Field connections may be bolted. The columns shall be new steel steam pipe milled true at the ends, shall be straight and true to alignment and the thickness of material shall be such that it will be sufficient to take the load on the column.

Provide 2 copies of the shop drawings to the McLellan Stores Company for their approval before the steel is fabricated.

Paint all steel work one coat red lead at the shop and a field coat of paint mixed with white lead, zinc oxide and linseed oil.

Light Iron Work

Provide the 3 - 3½"x5" angle iron lintels over 4 front windows. Lintels to rest at least 6" on brickwork at each end.

Provide ½" diameter x 16" long iron anchor bolts 6'-0 O.C. to hold down the coping plank to brickwork. Heads countersunk into wood.

Provide 3/4" bolts from flange of 1 beam over show window down to support a 2"x10" plank to secure awning to.

Provide iron joist supports where necessary.

Tie every 4th joist of 2nd floor construction together with 3/16"x 1¼" galvanized iron ties where they rest on new girder. Ties 24" long and screwed to joists.

Metal Ceiling.

One half of Store has a metal ceiling at present. Patch this ceiling where necessary at places disturbed by the alterations. Change cornice from wall to beam.

On ceiling of other half of Store furnish and install a new stamped metal ceiling with metal cornice, border and mold.

The design of the new ceiling must match the present metal ceiling if possible but if that cannot be done a design as near to the other as possible may be used. The design must not be bolder in detail and must be approved by the representative of The McLellan Stores Company.

A ceiling made by one of the following manufacturers, if suitable may be used:

The Berger Manufacturing Co., Canton, Ohio
Wheeler Corrugating Co., Long Island City, N.Y.
F.O. Shoedinger, Columbus, Ohio

Roofing.

Patch the roofing after new front wall is built and set the roof flashing.

Metal Coping.

The metal shall be #24 gauge galvanized Toncan iron laid on a wood plank form, properly lapped, sloped from front back to roof and with a drip at projecting front.

Metal Cornice and Awning Cover.

The moulded metal cornice and awning cover at Sign and the 4" wide moulded stops at ends and the metal flashing at back of sign shall be #24 gauge galvanized Toncan iron. Fasten iron to wood blocks and sheathing. See detail on drawings.

Show Window Construction.

Marble Bulkhead.

The bulkhead extending from sidewalk level and Vestibule floor level up to sill of windows shall be 7/8" thick Verde Antique marble. Countersink all screw heads and putty same with marble wax. Joints shall be 1/16" thick of black cement.

Clean and polish entire surface upon completion of work. Caulk in lightly at connection with copper sash setting.

Install standard vents furnished by McLellan Stores Company where shown. Vent openings 16¾"x4¾".

Store Fronts.

Store door frames built up of red gum with Transom bar and 1¾" thick gum moulded transom sash. Sash pivoted at sides on solid bronze friction sash counters and have transom lifters.

Doors 2'-6"x 7'-0", 1¾" thick, pine core, birch veneer with rounded edges on meeting rails and hung on two Chicago Spring Hinge Co 10" hinges #2371 double action, brass plated; Rixon #44 door checks, one to each door and fitted with special brass push bar on each side of door at angle; 12" x 29", #12 gauge polished bronze kick plates on each side of door, secured with oval top, brass screws 1½" apart. Top and bottom bolts, 12" long, Sargent #P1116. All doors fitted with single Sargent #4888 lock; one of these doors fitted with Sargent P.4886 double cylinder lock, 3 keys. Single cylinder lock Sargent #P4886 to open from inside only. Each door fitted with Sargent P5248 bottom door holders on inside of door with bronze floor strike.

Show windows of Pittsburg "Easy Set", copper statuary bronxe finish, bars #25B and corner bars #4C or approved equal.

Window Backs.

To be as shown on detail drawing and shall be of plain red gum properly cleaned. Provide the doors in window backs with all hardware where shown on drawings.

Show Window Floor.

The finish floor of show window shall be 2¼" face T and G clear plain oak blind nailed and properly cleaned and smoothed. Finish floor set on underfloor.

Show Window Ceiling.

The ceiling of windows and Vestibules shall be of plaster board with panels formed of pine battens. Furnish the metal cutouts for the X-Ray Reflectors. All work to be cleaned and sanded so as to take an enamel finish.

Glass.

The glass for windows, doors and transom sash shall be ¼" thick best American Plate Glass free from blemish.

The glass in Transoms of window backs shall have the standard McLellan Stores pattern etched on.

Carpenter Work.

Framing Timber.

All Framing Timber shall be first class, of the sizes indicated and if not indicated the size shall be suitable for the purpose intended and of sufficient strength to carry the load. Timber shall be well seasoned and free from defects that may impair its strength and durability.

Framing.

Fill in the present 2nd floor where present Stairs are removed with joists and flooring to match the present. Cut the new stair well out of the present 2nd floor and put new headers at opening. Repair the finish flooring frame for show window bulkheads and ceilings. Cut out present floor for new stairs to basement and frame round opening.

Reinforce the present first floor with girder and 6" x 6" posts where non are at present in basement.

Build the office floor construction of 2"x 6" joists 16"OC resting on stud partition at one end and on a 4"x 8" girder supported by 4"x 4" post at other end.

Material spruce or pine planed where exposed.

Patch up framing of floors where partition is removed.

Studding.

Studs to be 2"x 4" spruce or pine planed where exposed. Partitions to have 2"x 4" soles and caps, double studded at openings and trussed over openings.

Full height partitions braced 3 times in the height. Stud for Office Balcony. Fill up the openings in Basement where shown. Provide all studding at show window construction. Patch studding where new openings are cut in present stud wall.

Floors.

Drop the entire floor construction of one store section from front back to cross partition approximately 5" but the exact dimension will be decided at the job. It will depend on the grade at the entrace vestibule. Cut the new holes in brickwork for the joists.

The lower section of floor will be built up approximately 3" on to the present floor. Apply screeds 2"x 3" laid flat 16"OC on top of the present flooring and level them up.

The finish flooring over the complete floor shall be 7/8" thick 2¼" face, T and G #1 Common Rift Hard Pine flooring, blind nailed and laid lengthwise of the store. Precautions must be taken when the flooring is laid on a firm foundation to avoid squeaks later.

Lay new single floor as above over the present flooring in Stock Rooms, Nos. 1 and 2. Form steps at differences in levels. The finish floor of office shall be as above. Provide ¾ round at intersection of wall base and floors.

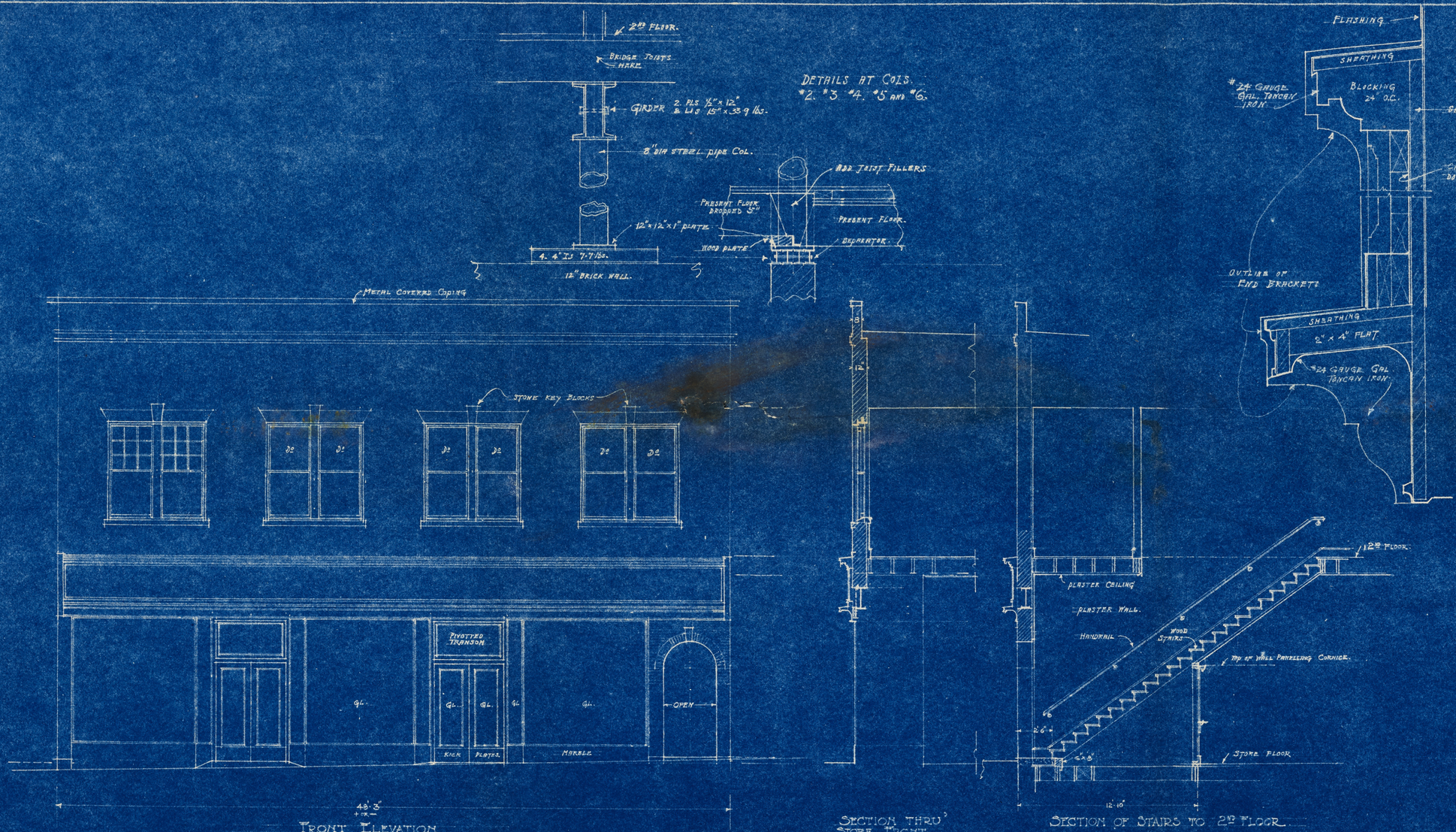
Furring, Grounds and Blocking.

Provide all furring and grounds required for plaster work and all wood finish.

Provide the sheathing furring and blocking at Sign on front also a 2"x 10" plank hung on bolts from beam over as backing for Awning Supports.

Parapet Coping.

Provide 4" thick pine core for metal covered coping diagonally cut back to roof side and bolted down to brickwork every 6'-0" with ½" diameter iron bolts 12" long, heads countersunk into wood and bottom turned 2" in brick joint.



McLELLAN STORES Co
570 SEVENTH AVE. NEW YORK, N.Y.
NEW STORE AT
MOUNT AIRY, N.C.
DRAWN BY A.D.N. MARCH 1935
SHEET # 3 (OF 5)

Window Frames and Sash.

All to be of clear white pine except pulley stiles and parting strips which shall be heart yellow pine. Outside and inside casings 7/8", pulley stiles 1 1/8" cut for pockets, parting strips ½", 1 ¾" pitched sills, 7/8" plain mullion casing, ¼"x 1¾" moulded staff beads.

All sash shall be 1¾" thick with lights as shown hung on #0 steel sash chain, 2½" bronze faced steel axle pulleys 1 1/8"x 5" face and balanced with cast iron weights.

Partitions.

Build the girls toilet partitions 6'-6" high with 7/8" vertical sheathing set in stock top and bottom runners and door frames. Door of same meterial.

The partition at girls room shall have a 5/8" thick T and G sheathing dado as shown and above dado Sheetrock with pine battens grooved at sides to take sheetrock.

Build the partition at stairs to Basement same as round Girls Room, but 7'-6" high and cover over at that height with boarding on 2"x 3" joists 24"O.C. Door sheathed with 3 battens on back. The Cross partition dividing store from Stock Rooms shall be sheathed with T and G beaded boarding laid horizontally.

Build up the openings in basement as shown on plans.

Miscellaneous Carpenter Work.

Repair the present doors and windows in Rear Wall.

Repair all present work shown on plans to remain.

Provide new 1¾" thick rebated door frame and 7/8" sheathing doors at new opening in brick wall in Basement.

Case round new opening between Stock Rooms Nos. 1 and 2 on 1st floor. Trim 7/8"x 3¾" plain.

Alterations on 2nd Floor.

These will be decided on by the Owners of the building and will be a separate price in the Bid.

Stairs.

The Stairs from Sidewalk to 2nd floor shall have 1 1/8" oak treads with nosing on front and moulding under. Risers 7/8" thick hard pine. Base 7/8" thick pine moulded. Handrail on one side moulded out of 2"x 3" material fastened to wall every 6'-0" with bronze brackets.

The stairs to office shall have 7/8" H.P. treads and risers, moulding under tread nosing.

The new stairs to basement shall have 7/8" H.P. treads and risers.

Repair the present stairs to basement.

Plaster Work.

Patch the present plaster on walls of 2nd floor after removing all obstructions on wall that are not to remain on 1st floor.

Plaster the new walls to be plastered with best 3 coat work on painted expanded metal lath. Smooth finish.

Painting.

General Notes.

Painting shall be a first class job and done by experienced painters and finished without brush marks or bristles.

Care must be taken to avoid droppings or paint stains on all adjoining finish and if any, they must be removed.

No outside work to be done in damp weather. Clean off all metal work and wood work before painting. Sandpaper woodwork before painting and sandpaper between coats.

Outside Work.

Paint the metal Coping 1 coat Metal Primer and 2 coats lead and oil, color selected.

Paint the woodwork of Windows in front wall except Pulley Stiles and Parting Strips, 1 Primming Coat and 2 coats lead and oil, color selected. Oil the pulley stiles and parting strips 2 coats linseed oil well rubbed in.

Paint the metal work of sign cornice and awning cover 1 primming coat for metal and 3 coats.

Store Fronts.

All exterior red gum and red birch wood finish including both sides of exterior doors shall be finished with 2 coats Oil Stain, 1 Sealer Coat and 2 Coats Quick Drying Spar Varnish.

The red gum and red Birch of Store Side of window backs shall be finished with 2 coats stain, 1 Sealer Coat and 2 coats Q.D. Spar Varnish.

All surfaces in show windows (except floors and ceilings) shall be finished with 2 coats enamel undercoater and 2 coats Q.D. finish Enamel.

The ceilings of Show windows and Vestibules shall be painted 1 coat Primer, 1 coat Enamel undercoater, 2 coats Finish enamel.

The floors of show windows shall be finished with 1 coat Paste Filler, 2 coats Q.D. Varnish.

Metal Ceilings.

Wash present metal ceiling and paint 1 coat white enamel. New metal ceilings with a factory priming coat shall be painted 2 coats.

Plaster Work.

Old painted plaster work shall be washed and painted 1 coat.

New Plaster to be painted shall be finished with 2 coats Primer white and 1 coat finish paint.

Wall Panels, Shelving, Dados.

Allow for 3 coats of finish.

Columns.

Allow for 3 coats.

Stock Room Partitions.

Allow for 2 coats. (not bins)

Stairways.

Allow for 3 coats.

Radiators.

Allow for 2 coats.

Note:

All paint materials for the painting of Store fronts and Interior work in Basement and 1st Floor shall be provided by the McLellan Stores Co., but applied by the Contractor. Contractor shall provide all paint materials for painting all exterior work above the sign Cornice and all painting work at new stairway to 2nd floor. Keep separate estimates for painting work.

Heating System

Provide a low Pressure steam heating system using American Radiator Company's Boiler and Corto Type radiators. Provide wall type radiator on wall near ceiling in Receiving Room in Basement, radiator in Stock Room Nos. 1 and 2 and five (5) radiators on Store floor, 3 of them behind show windows. Provide radiation to heat building to 70^{0} in the average lowest temperature during winter in the locality.

Provide layout plan with estimate. Coal Fuel.

Plumbing

All plumbing work shall be done in accordance with the local and State Plumbing Codes.

Thoroughly clean the present W.C.'s and Wash Basins and relocate them as shown on plans in Girls Room, making all changes in water, soil and Vent pipes necessary.

Provide a 3/4" C.W. Supply to new Boiler and make connections after Boiler is set.

Electric Work

General Notes.

All work shall be done in accordance with the National Code and the requirements of the local Electric Service Co. Use B.X. conduit for all new wiring.

Outlet boxes to be firmly secured to ceiling furring and shall be capable of carrying the load of fixtures.

Light outlets on Main ceiling to be for 300 watts each.

The lighting fixtures shall be provided by The McLellan Stores Co., but shall be installed by the Electrical Contractor.

Work to be Done.

The service switch and meter shall be in Boiler Room in Basement. Switch to be in metal box.

The Panel Board shall be located against chimney wall in Office. Provide safety panel and 2 extra circuits.

Wire for Tork Time Clock, (provided by McLellan Stores Company, but installed by contractor) to control the outlets in Show windows. Clock to be located alongside of Panel in Office.

Wire to Fan outlets in ceiling and to floor outlets at each counter.

All outlets in ceiling of show windows to be fitted with #410 Jill X-Ray Reflectors. Reflectors provided by The McLellan Stores Company, but installed by the Contractor.

Wire for the following bell work:

One buzzer to ring in girls rest room from office.

One bell to ring in Stock Room downstairs and upstairs from Office.

One bell to ring on Main Floor from Office.

Provide bell wiring Transformer.

THE STANDARD FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER FOR CONSTRUCTION OF BUILDINGS.

ISSUED BY THE AMERICAN INSTITUTE OF ARCHITECTS FOR USE WHEN A STIPULATED SUM FORMS THE BASIS OF PAYMENT

This Form of Agreement has received the approval of the National Association of Builders' Exchanges, the Associated General Contractors of America, the Joint Conference on Construction Contracts, the National Association of Master Plumbers, the National Association of Sheet Metal Contractors of the United States, National Electrical Contractors Association, the National Association of Marble Dealers, the Building Granite Quarries Association, the Producers' Council and the Building Trades Employers' Association of the City of New York.

FOURTH EDITION, COPYRIGHT 1915-1918-1925 BY THE AMERICAN INSTITUTE OF ARCHITECTS, THE OCTAGON, WASHINGTON, D. C.

THIS FORM IS TO BE USED ONLY WITH THE STANDARD GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION OF BUILDINGS

THIS AGREEMENT made the 25th

day of April in the year Nineteen Hundred and Thirty-five

by and between Matt Hines, Mt. Airy, North Carolina,

hereinafter called the Contractor, and McLellan Stores Company, a Delaware corporation,

hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

Article 1. Scope of the Work—The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications ~~entitled~~ and original estimate as amended, all of which are initialled by the parties hereof, annexed hereto and made a part of this contract, and all of which pertains to altera-

(Here insert the caption descriptive of the work as used on the Drawings and in the other Contract Documents)

tions and improvements to the building located at Nos. 17 and 19 South Main Street, Mt. Airy, County of Surry, North Carolina,

~~prepared by~~

~~acting as and in these Contract Documents entitled the Architect;~~ and shall do everything required by this Agreement, the General Conditions of the Contract, he Specifications and the Drawings.

The plans and specifications above referred to were prepared by David B. Nivison, who is acting as and in these documents is entitled the "Architect".

Article 2. Time of Completion—The work to be performed under this Contract shall be commenced on or before April 25,1935, and shall be substantially completed at the earliest reasonably possible date, but not later than June 15, 1935.

(Here insert stipulation as to liquidated damages, if any.)

Article 3. The Contract Sum—The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: Six Thousand Seven Hundred Thirty-nine 56/100 Dollars ($6,739.56).

(State here the lump sum amount, unit prices, or both, as desired in individual cases.)

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

Article 4. Progress Payments—The Owner shall make payments on account of the Contract as provided therein, as follows:

On or about the fifteenth day of each month eighty-five per cent of the value, based on the Contract prices, of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the tenth day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to eighty-five per cent of the contract price. The first payment hereunder shall be due and payable

(Insert here any provision made for limiting or reducing the amount retained after the work reaches a certain stage of completion.)

on or about May 15, 1935.

Article 5. Acceptance and Final Payment—Final payment shall be due thirty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.

Before issuance of final certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certifies, the Owner shall, upon certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Article 6. The Contract Documents - The General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

> Except as herein expressly provided to the contrary, the general conditions of the contract for the construction of buildings adopted by the American Institute of Architects, being the fourth edition thereof, consisting of pages numbered 1 to 10 inclusive, shall govern and hereby are made part of this contract.

Article 7. - The Contractor shall carry for his protection Workmen's Compensation. The Contractor shall also obtain simultaneously with the execution of this agreement and deliver to the Owner a bond executed by a surety company authorized to transact business in North Carolina, meeting with the approval of the Owner, in an amount equal to the estimated cost of the work and materials herein to be furnished, assuring the Owner due and diligent completion of said work and full and complete payment by the Contractor of any and all costs, expenses and charges in connection with the furnishing of said work and materials herein contemplated, all in accordance with the Plans and Specifications hereunto annexed, and further indemnifying and protecting the Owner against any and all mechanics' and other liens, charges, or claims, for the payment of money or otherwise, or conditional bills of sale in any way affecting the Owner or the premises.

IN WITNESS WHEREOF the parties hereto have executed this agreement, the day and year first above written.

_____(Seal)
Contractor

McLELLAN STORES COMPANY,
By W. W. McLellan
President
Owner.

ATTEST:
H. E. Cutler
Secretary.

STATE OF NORTH CAROLINA)
COUNTY OF) ss.:

I, , Notary Public, do hereby certify that MATT HINES personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this day of April, 1935.

Notary Public

My Commission Expires:

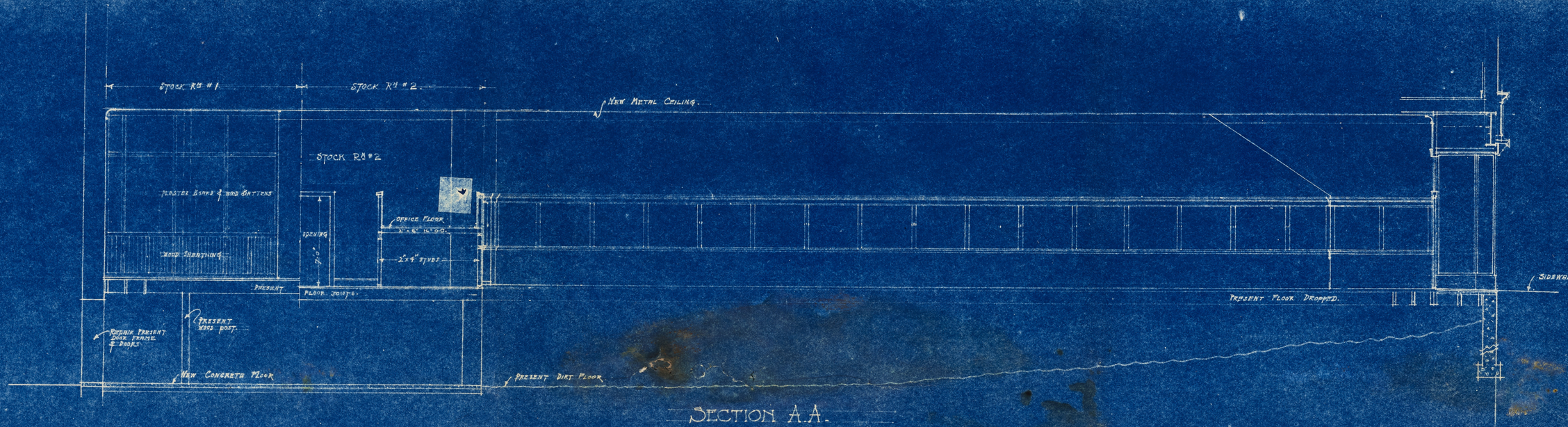
STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

This is to certify that on the day of April, 1935, before me personally came W. W. McLELLAN, with whom I am personally acquainted, who, being by me duly sworn, says that he is the President, and HARMON E. CUTLER is the Secretary of McLELLAN STORES COMPANY, the corporation described in, and which executed the foregoing instrument; that he knows the common seal of said corporation, that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President, and that said President and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the board of directors of said corporation, and that the said instrument is the act and deed of said corporation.

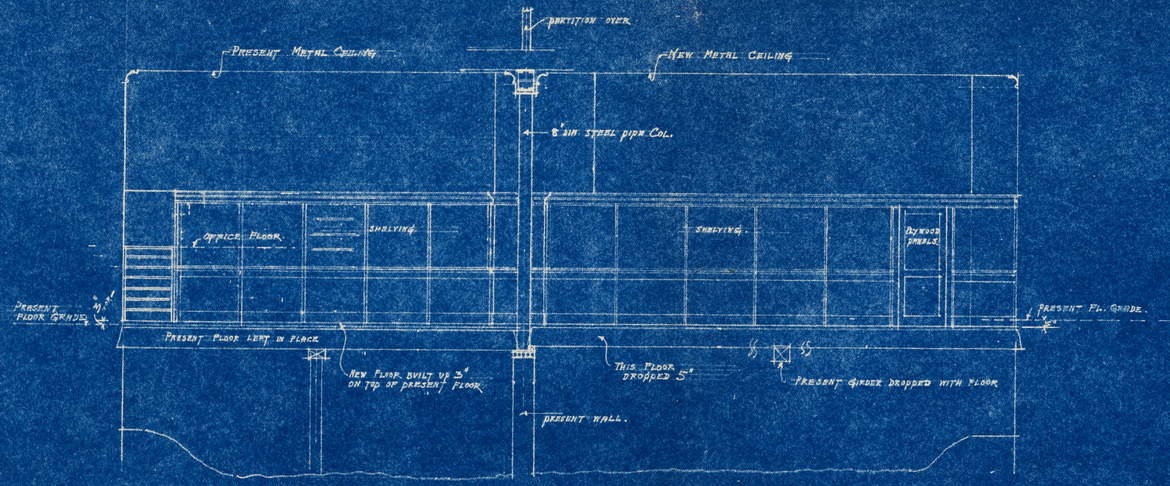
WITNESS my hand and official seal, this the day of April, 1935.

Notary Public.

My Commission Expires:

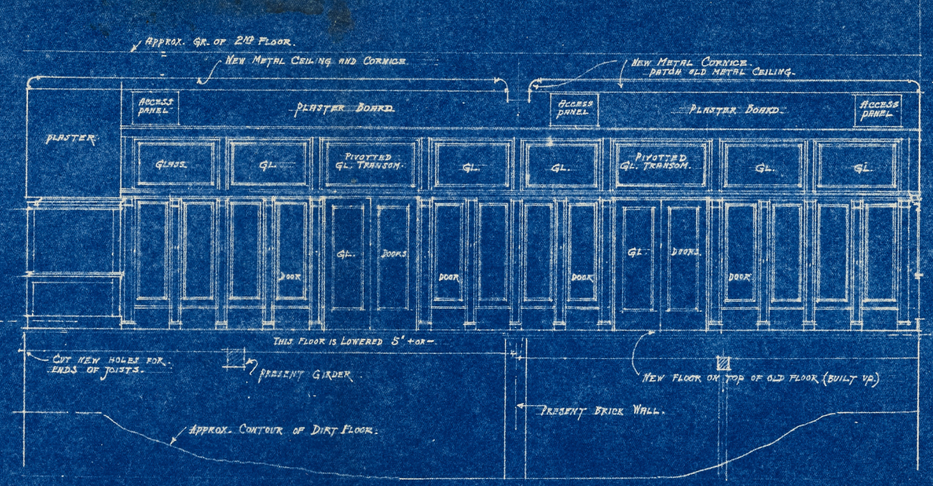


SECTION A.A.



SECTION B.B.

SCALE ¼" = 1-0"



SECTION C.C.

McLELLAN STORES Co
370 SEVENTH AVE. NEW YORK, N.Y.
NEW STORE AT
MOUNT AIRY - - N.C.
DRAWN BY D.E.N. MARCH 1929
SHEET # 4 (OF 5)

ORIGINAL ESTIMATE, AS AMENDED.

100 yds. excavating for basement floor and piers	$ 75.00
157 yds. concrete floor @ $1.75	274.75
17½ cu. yds. stone under concrete floor	39.37
15 cu. yds. retaining wall @$10.00	150.00
5 cu. yds. concrete for columns and piers	50.00
Lumber and posts for girders (6"x6")	20.00
8 doors in basement @$8.00	64.00
New stairs to basement	25.00
Metal ceiling	120.00
78 ft. paneling beam @.22¢	17.16
Marble bulk heads and tile vestibule	315.00
Front door hdw.	180.00
Copper and plate glass	765.00
Material for partition	30.00
Office material	40.00
Girls partition and door	28.00
Cutting new opening in old partition	8.00
880 ft. screeds to build up floor @$2.00 per C.	17.60
4580 ft. No. I, common Rift flooring @$60. per M.	274.80
1920 ft. Rift flooring for Nos. 1-& 2 stock rooms @$60. per M.	79.20
Labor for putting down flooring	130.00
Repairing plastering	30.00
31 yds. new plastering @.90¢	27.90
Repair doors and windows in rear of building	20.00
Show window framing	30.00
Sub floor and oak floor for show window	23.10
Awning cover and sign material	43.00
Sheet metal work and labor for covering sign	85.00
Labor for tearing out wall and putting up steel and metal ceiling, building partition, office and show window	900.00
Wiring complete	432.00
Painting	200.00
Mill work for show windows	345.78
Steel beams and columns	497.00
Nails	20.00
Plumbing and heating	1,265.75
Compensation insurance	94.00
Cutting and patching for electric work	40.00
Water for job	7.50
Temporary lights and power	15.00
Bond with Insurance Co.	110.00
Carry 20% of cost 60 days	40.00
Cleaning glass and cleaning up rubbish	20.00
Commission 5% of cost	347.45
Total - Original Estimate	$7,296.36

Less the following deductions, modifications and changes:

Omit stone under concrete floor	$ 39.37
Retaining wall	150.00

(continued)

ORIGINAL ESTIMATE, AS AMENDED.

100 yds. excavating for basement floor and piers	$ 75.00
157 yds. concrete floor @ $1.75	274.75
17½ cu. yds. stone under concrete floor	39.37
15 cu. yds. retaining wall @$10.00	150.00
5 cu. yds. concrete for columns and piers	50.00
Lumber and posts for girders (6"x6")	20.00
8 doors in basement @$8.00	64.00
New stairs to basement	25.00
Metal ceiling	120.00
78 ft. paneling beam @.22¢	17.16
Marble bulk heads and tile vestibule	315.00
Front door hdw.	180.00
Copper and plate glass	765.00
Material for partition	30.00
Office material	40.00
Girls partition and door	28.00
Cutting new opening in old partition	8.00
880 ft. screeds to build up floor @$2.00 per C.	17.60
4580 ft. No. I, common Rift flooring @$60. per M.	274.80
1920 ft. Rift flooring for Nos. 1-& 2 stock rooms @$60. per M.	79.20
Labor for putting down flooring	130.00
Repairing plastering	30.00
31 yds. new plastering @.90¢	27.90
Repair doors and windows in rear of building	20.00
Show window framing	30.00
Sub floor and oak floor for show window	23.10
Awning cover and sign material	43.00
Sheet metal work and labor for covering sign	85.00
Labor for tearing out wall and putting up steel and metal ceiling, building partition, office and show window	900.00
Wiring complete	432.00
Painting	200.00
Mill work for show windows	345.78
Steel beams and columns	497.00
Nails	20.00
Plumbing and heating	1,265.75
Compensation insurance	94.00
Cutting and patching for electric work	40.00
Water for job	7.50
Temporary lights and power	15.00
Bond with Insurance Co.	110.00
Carry 20% of cost 60 days	40.00
Cleaning glass and cleaning up rubbish	20.00
Commission 5% of cost	347.45
Total - Original Estimate	$7,296.36

Less the following deductions, modifications and changes:

Omit stone under concrete floor	$ 39.37
Retaining wall	150.00

(continued)

Total - Original Estimate.....$7,296.36

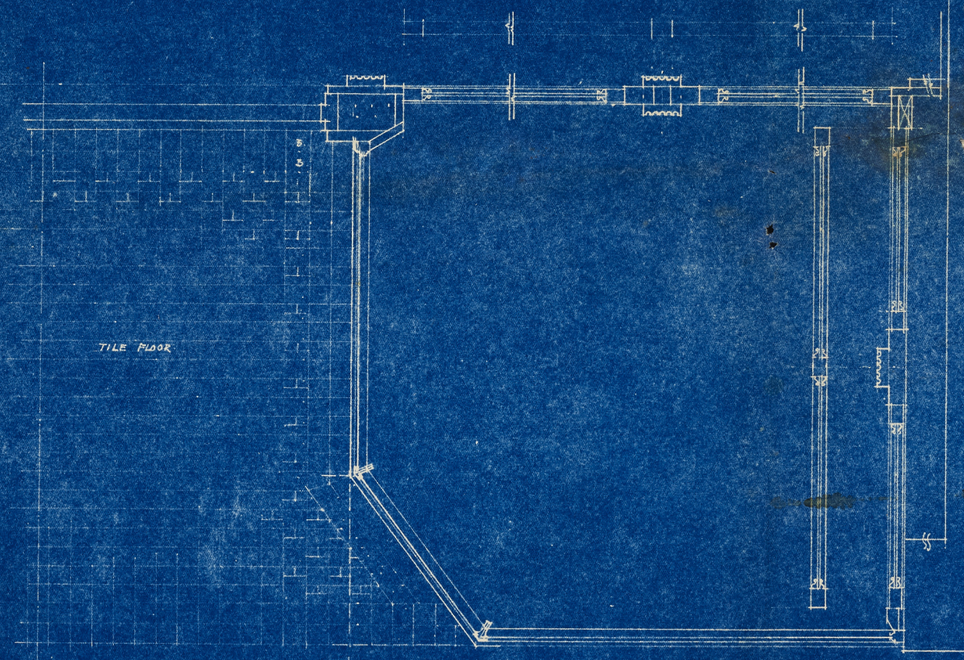
(Deductions continued) Forwarded - $189.37

Cost of Hardware eliminated, Contractor to install only for $30.00, Reduced by.....	150.00	
Reduce cost of steel	172.00	
Carry 20% of cost for thirty days instead of sixty days.....	20.00	
	$531.37	
Commission, 5% of $531.37.....	25.57	
Total Deductions.....		556.80
TOTAL.....		$6,739.56

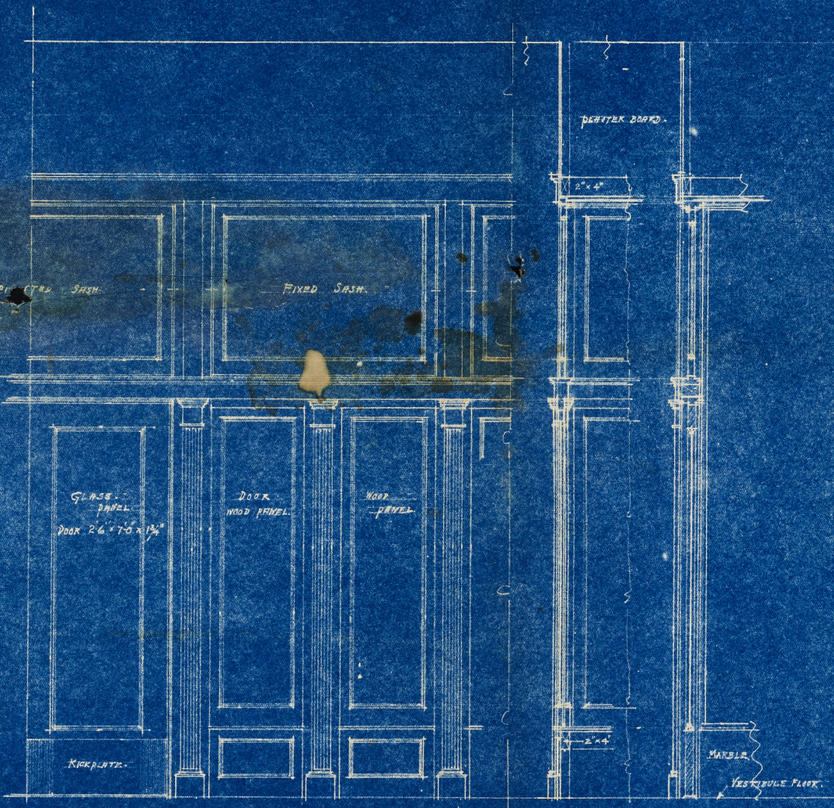
Original estimate referred to in contract dated April 25th 1935, pertaining to work at Nos. 17 - 19 South Main Street, Mount Airy, North Carolina, signed for identification by:

_____
Contractor

McLELLAN STORES COMPANY,
By W. W. McKellar
President
Owner.



PLAN OF SHOW WINDOW
SCALE 1/2" = 1'-0"



DETAIL OF WINDOW BACK
SCALE 3/4" = 1'-0"

SECTION AT WINDOW BACK.

SECTION AT DOOR.

McLELLAN STORES Co.
370 SEVENTH AVE. NEW YORK. N.Y.
NEW STORE AT
MOUNT AIRY. N.C.
DRAWN BY D.B.N. MARCH 1927
SHEET No 5 (OF 5)

THIS IS THE SET OF PLANS REFERRED TO
IN OUR CONTRACT DATED APRIL ..... 1935.

W. M. McKillan OWNER

_____ CONTRACTOR.