

Agreement Dated
9/30/26

between

J J Wiley, Inc

&
Elk Horn Coal
Corp

re:

Erection of Stone

at day's

THIS CONTRACT made and entered into on the 30 day of September
1926 by and between the ELK HORN COAL CORPORATION Incorporated, a
corporation existing by virtue of the laws of the State of West Virginia,
hereinafter called the Party of the First Part and J. J. West Inc
of Henrieville W. Va., Party of the Second Part.

(F) OWNER'S RIGHT TO WORK: Party of the First Part shall have the
right at all times to

GENERAL CONDITIONS

(A) Party of the Second Part shall give sufficient supervision to the
work and shall have in his employ a competent foreman who shall oversee
and direct the construction of the building hereinafter mentioned in a prac-
tical way and substantial manner in line with the materials mentioned.

Party of the Second Part shall not employ on the work any unfit
persons or anyone not skilled in the work assigned to him. Party of the
Second Part agrees not to employ any person or persons who have been em-
ployed by Party of the First Part without first obtaining consent from
Party of the First Part. The Party of the Second Part, at his own proper
cost and charges, is to provide all manner of materials and labor imple-
ments of every description for the due performance of the several conditions.

(B) Party of the First Part or its representative shall have at all
times access to the work wherever it is in preparation or in progress.

(C) INSURANCE-- Party of the Second Part shall maintain such insurance
as will protect him against claims under the Workman's Compensation Acts and
for any other claims for damages for personal injury, including death, that
may arise from operation under this contract. Certificates of such insur-
ance shall be filed with the Party of the First Part if he so desired.

(2) Party of the Second Part shall keep the building and material on
the premises insured against fire during construction in such companies as
he shall select for the benefit of himself and Party of the First Part as
their insurance may appear and such insurance on the building shall be can-
celled when accepted by Party of the First Part.

(D) CHANGES IN THE WORK: The Party of the First Part without inval-
idating the contract may make changes by altering the building covered by
this contract, the contract sum being adjusted accordingly and in accordance
with the conditions of this contract. All work shall be under the conditions
of the original contract except that any claims for the extension of time
caused thereby shall be adjusted at the time of ordering such changes.

(E) The Party of the Second Part agrees to complete the building

(4) The Parties of the First and Second Parts agree that the enumerated in this contract within 60 days after the arrival

General Conditions of the Contract, the specifications and drawings of the material, subject to unavoidable delays, such as embargoes, car supply, floods, strikes, fires and other reasons beyond their control.

(F) OWNERS RIGHT TO WORK: Party of the First Part shall have the right at all times to inspect the work being done and if at any time the workmanship or material is not up to specifications he shall have the

right to so notify the Party of the Second Part in writing and if said discrepancies are not corrected within ten days of such written notice

he shall have the right to make such changes and charge the expense to the Party of the Second Part. The Party of the First Part shall have

the right to require the Party of the Second Part to discharge any person employed by Party of the Second Part on this work and who shall appear incompetent or shall act in a disorderly manner.

(G) The Parties hereto agree that this contract shall be executed in duplicate, one copy of which shall be kept by Party of the First Part and the other copy to be kept by Party of the Second Part.

NOW THEREFORE THIS AGREEMENT WITNESSETH:- That Party of the First Part and Party of the Second Part for the consideration herein named agree as follows:-

(1) The Party of the Second Part agrees to provide all the material and perform all work shown on the drawings and described in the Specifications for the construction of a Store building in the Town of Wayland, Kentucky, as per plans and specifications prepared by Party of the First Part.

(2) Party of the First Part agrees to pay to the Party of the Second Part in current funds for the performance of the work the sum of 13900⁰⁰

(3) An estimate is to be taken on the first day of each month of all material delivered on the ground and work performed and completed. Ninety per cent (90%) of said estimate less previous payment, to be paid by Party of the First Part to Party of the Second Part on or before the tenth (10) of the same month, the remaining ten per cent and balance due to be paid ten days after the completion of this contract.

Party of the Second Part agrees to furnish Party of the First Part with receipted invoices of material delivered on the ground at the request of the Party of the First Part.

SPECIFICATIONS

SPECIFICATIONS OF LABOR AND MATERIALS TO BE USED IN THE

(4) The Parties of the First and Second Parts agree that the General Conditions of the Contract, the specifications and drawings enumerated in Article 1, together with this agreement form the contract and they are as fully a part of the contract as if hereto attached or herein repeated.

IN WITNESS THEREOF: they have hereinto set their hands and seals the day and year written above.

J. J. WEST, Incorporated
J. J. West
President

ELK HORN COAL CORPORATION, INC.

APPROVED BY

George Pow

CHIEF ENGINEER

Frank Heymond

GENERAL MANAGER

BY B. Shiner

PURCHASING AGENT

FRONT PORCH AND PLASTER

The walls and floors for the side and the front porch are to be of concrete of mixture stated above, walls to be 6" thick properly reinforced and floor to be 6" thick properly reinforced. Expansion joints are to be put in where it is deemed necessary by owners Engineer. Top floors are to be troweled smooth.

The rear porch floor is to be 2" oak planks. From the outer edge of the porch to the floor of the basement a shade three feet wide is to be constructed of 2" oak planks. A lifting door is to be built in the floor of the porch.

SPECIFICATIONS

SPECIFICATIONS OF LABOR AND MATERIAL TO BE USED IN THE ERECTION AND COMPLETION OF STORE BUILDING AT WAYLAND, KENTUCKY FOR THE ELK HORN COAL CORPORATION.

The contractor shall furnish all labor, all material and appliances needed for the completion of the building in every detail as per the following specifications, except as otherwise mentioned. The contractor shall give efficient supervision to all work and shall have in his employ a competent foreman to oversee and direct the construction of this building in a practical and substantial manner, in line with the material mentioned.

EXCAVATIONS AND FOUNDATIONS

Excavate for footers where shown on plan to the depth of 12", the soil to be used for grading purposes on the premises.

All footers to be of concrete and of size three inches larger each way than the piers and to be 12" thick, carried to the grade line. Piers 12" x 12" are to be placed on the footers and carried to the girder line.

A stone foundation being now in place under 60'4" of the building extending the whole depth of the building contractor will brick up solid the window openings in the front of the building and build concrete piers of size mentioned and where indicated on the plan to the girder line.

Contractor will clean off the present basement floor down to the old concrete floor and prepare the same, to the satisfaction of the owners Engineer, for the installation of the new floor. The new basement floor is to be three inches thick and troweled smooth.

All concrete is to be what is known as 1-2½-5 mix, washed and gravel to be used. Sand and gravel to meet the approval of the owner's Engineer.

FRONT PORCH AND PLATFORMS

The walls and floors for the side and the front porch are to be of concrete of mixture stated above, walls to be 6" thick properly reinforced and floor to be 6" thick properly reinforced. Expansion joints are to be put in where it is deemed necessary by owners Engineer. Top floors are to be troweled smooth.

The rear porch floor is to be 2" oak planks. From the outer edge of the porch to the floor of the basement a chute three feet wide is to be constructed of 2" oak planks. A lifting door is to be built in the floor of the porch.

LUMBER AND MILL WORK

All framing to be No. 2 common and better Southern Pine and Hemlock, the same to be of the sizes specified and spaced as shown.

All to be air dried and sized to standard dimensions. Sills and girders to be built up of 2" material. Truss framing is to be built up of 2" material of a size equivalent to hold the load.

Subflooring and sheathing to be of No. 2 common pine boards, surfaced. Exterior siding to be No. 3 clear fir, pattern No. 105 or 106, No. 1 common pine siding of pattern No. 105 or 106 may be substituted if fir can not be obtained without undue delay. Interior finish flooring to

be of No. 1 common oak 2 $\frac{1}{2}$ inch thick. All exterior and interior trim, frames and shelving, also counters to be of selected yellow pine. All to be kiln dried material and surfaced four sides. All casings to be 4 $\frac{1}{2}$ " wide. All exterior and interior casings, base etc to be plain square edge.

Base to have $\frac{1}{4}$ round for shoe. All shelving, counters, drawers etc to be made in strict accordance with the details and properly installed.

All doors and sash to be white pine of the sizes and designs called for in the plans. Large glass in front of the building to be polished plate, set in wood stops. All windows that open, namely in rear, side and front above porch, to be hinged at the bottom to swing in and equipped with stop chain and fasteners.

The contractor will furnish all nails, bolts, spikes, iron plates, shelving, racks and raised floors are to be constructed as shown on iron columns and all necessary hardware material necessary for the completion of the building. He shall furnish all hinges, sash fasts, door locks and shelving hardware and install the same.

All wiring and plumbing to be done by the owner.

LATHING AND PLASTERING

All interior walls, partitions and ceilings to be lathed with standard 4 foot yellow pine, chestnut, poplar or hemlock lath spaced 3/16th inches apart. Joints to be broken every eighth lath. No lath shall be run behind the studs from one room to another or shall be put on vertically.

All corners are to be made solid by carpenters before laths are applied.

All interior walls, partitions and ceilings are to be covered with one coat of hair fibre plaster, and one coat of line, putty and Plaster Paris troweled to a smooth hard finish to come out even with the window and door jambs, to give uniform bearing to the window and door casings. All exposed corners to have metal corner beads.

(3)

ROOFING

The entire roofs of the building and porches are to be covered with Richardson's three ply Viskalt Saturated Felt built up.

PAINTING

All exposed exterior woodwork, trim, sash and doors are to receive two coats of paint as manufactured by the Strassel-Gans Paint Co., Louisville, Kentucky under specifications and in colors to be selected by the owner.

DOORS AND WINDOWS

All doors and windows are to be of size shown on the plans. The lock for ~~the~~ exterior main floor door shall be cylinder lock, ~~one key to fit all~~. Rear and side doors are to be provided with bar, 3" x 5" on the inside fitted in wrought iron holders.

All windows and doors that open, namely those in the rear, sides and above the front porch are to be screened with copper wire. All basement windows are to be barred vertically with $\frac{1}{2}$ " round iron bars set on four inch centers outside of windows. Spaces left in the present foundation for windows in the front of the building are to be filled with brick. Front windows above porch to be of sheet prism glass.

BASEMENT

Shelving, racks and raised floors are to be constructed as shown on plan.

WIRING AND PLUMBING

All wiring and plumbing to be done by the owner.

FLOUR AND FEED ROOM

The feed and flour room will be lathed with Bostwick metal lath and a heavy coat of cement plaster applied at least $\frac{3}{8}$ " thick. Between the subflooring and the finish floor in this room a layer of standard tin, with all edges lapped and turned up around the wall at least 6" behind the metal lath must be laid. The bottom rail of all doors leading to this room is to be covered with standard tin. It is the intention that this room be made rat proof.

An opening two feet square from this room to the attic is to be left in the ceiling and a frame covered with hardware cloth fitted over the top thereof.

(4)

FRONT PORCH BENCHES

Benches are to be built as per plan along the entire front of the building on the front porch and after painting made fast.

FINALLY

After the completion the contractor shall remove all debris from the building and premises and leave the building broom clean. During the construction the contractor shall not permit debris to accumulate but must keep same removed to prevent a fire hazard.

The above specifications contemplate a complete building.