

Contract between
J. J. West
Elk Horn Coal Corp
Creation of Mgo
House.

THIS CONTRACT made and entered into on the 20 day of October
1926 by and between the ELK HORN CAOL CORPORATION Incorporated, a
corporation existing by virtue of the laws of the state of West Virginia, here-
inafter called the Party of the First Part and J. J. West, Inc.
of Huntington, W. Va. Party of the Second Part.

(F) OWNERS RIGHT TO WORK: Party of the First Part shall have the right at

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 practical
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 employed 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 implements 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 progress.

(C) INSURANCE- Party of the Second Part shall maintain such insurance as
will protect him against claims from the Workmen'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 insurance shall be filed
with the Party of the First Part if he so desires.

Party of the Second Part shall keep the buildings and mat-
erial on the premises insured against fire during the construction in such com-
panies 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 cancelled
when accepted by Party of the First Part.

(D) CHANGES IN THE WORK: The Party of the First Part with ^{out} invalidating 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 ex-
cept that any claims for the extension of time caused thereby shall be adjusted at
the time of ordering such changes.

(2)

(E) The Party of the Second Part agrees to complete the building enumerated in this contract within 60 days after the arrival 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 same 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 the work shown on the drawings and described in the Specifications for the construction of Managers house at Garrett, 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 \$32,500⁰⁰.

(3) Contract price covers footers *also* piers carried to *2'6" average height*.
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 Party of the First Part.

(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.

SPECIFICATIONS

(3)

SPECIFICATIONS OF LABOR AND MATERIAL TO BE USED IN THE
IN WITNESS THEREOF; they have hereunto set their hands and seals
ERECTOR AND COMPLETION OF MANAGER'S HOUSE AT GARRETT,
the day and year written above.
KENTUCKY, FOR THE ELK HORN COAL CORPORATION.

J. J. WEST, Incorporated

The contractor shall furnish all necessary hardware and
appliances needed for the completion of the building in every detail
BY J. J. West President

as per the following specifications, except as otherwise mentioned.
The contractor shall give office to all work and shall
ELK HORN COAL CORPORATION
have in his employ a competent
BY [Signature] the con-
PURCHASING AGENT.

APPROVED BY

George Row
CHIEF ENGINEER

Neal Raymond
GENERAL MANAGER.

EXCAVATIONS AND FOUNDATIONS

Excavate for footers where shown on plan to the depth of 12",
used for grading purposes on the premises.
Concrete collar is to be constructed of size shown on plan.
All footers to be of concrete and of size three inches larger
each way than the pier 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.

All concrete is to be what is known as 1-2-5 mix, washed sand
and gravel to be used. Sand and gravel to meet the approval of the owners
Engineer. Building will not be underpinned but is to be latticed with
1/2" x 2" strips, diagonally, to 2' 6" average height.

LUMBER AND MILL WORK

All framing to be No. 2 common and better Southern Pine or
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.

Subflooring and sheathing to be No. 2 common pine boards, sur-
faced. Exterior siding to be No. 3 clear fir, pattern No. 105 and 106,
No. 1 common pine siding of pattern No. 105 and 106 may be substituted
if fir cannot be obtained without undue delay. Interior finish flooring
to be of No. 1 common pine 3/4 inch face. All exterior and interior trim,
and frames to be of selected yellow pine. All to be kiln dried material
and surfaced four sides. All casings to be 1/2" wide. All exterior and
interior casings, base etc to be plain square edge. Base to have 1/4 round

for shoe.

SPECIFICATIONS

All doors and sash to be white pine of the sizes and designs SPECIFICATIONS OF LABOR AND MATERIAL TO BE USED IN THE called for in the plans. All half windows to be hinged at the bottom, ERECTION AND COMPLETION OF MANAGER'S HOUSE AT GARRETT, to swing in and equipped with stop chain and fasteners. KENTUCKY, FOR THE ELK HORN COAL CORPORATION.

The contractor will furnish all nails, bolts, spikes and The contractor shall furnish all labor, all material and all necessary hardware material necessary for the completion of the appliances needed for the completion of the building in every detail building. He shall furnish all hinges, sash fasts, door locks and as per the following specifications, except as otherwise mentioned. install the same.

The contractor shall give efficient supervision to all work and shall have in his employ a competent foreman to oversee and direct the con-

All interior walls, partitions and ceilings to be lathed with struction of this building in a practical and substantial manner, in line standard 3 foot yellow pine, poplar and hemlock lath spaced 3/16th inches with the material mentioned.

Joints to be broken every eighth lath. No lath shall be run

EXCAVATIONS AND FOUNDATIONS

behind studs from one room to another or shall be put on vertically. All

Excavate for footers where shown on plan to the depth of 12", corners to be made solid by carpenters before laths are applied. the soil to be used for grading purposes on the premises.

All interior walls, partitions and ceilings are to be covered Concrete cellar is to be constructed of size shown on plan. with one coat of wood fiber plaster, using 17 pounds to the yard, troweled

All footers to be of concrete and of size three inches larger smooth to come out even with the window and door jams, to give uniform each way than the pier and to be 12" thick, carried to the grade line. bearing to the window and door casings.

Piers 12"x 12" are to be placed on the footers and carried to the girder line.

The entire roof of the main building and the front and rear

All concrete is to be what is known as 1-2½-5 mix, washed sand porch shall be covered with Richardson's Best Quality Felt Roofing, asphalt and gravel to be used. Sand and gravel to meet the approval of the owners surfaced and the entire roof to be left in a water tight condition upon Engineer. Building will not be underpinned but is to be latticed with

½" x 2" strips, diagonally, to 2' 6" average height.

LUMBER AND MILL WORK

All exposed exterior woodwork, trim, sash and doors are to re- All framing to be No. 2 common and better Southern Pine or ceive two coats of paint as manufactured by the Strassell-Gans Paint Co., Hemlock, the same to be of the sizes specified and spaced as shown. All Louisville, Kentucky, under specifications and in colors to be selected to be air dried and sized to standard dimensions. Sills and girders to be built up of 2" material.

All interior wood work is to receive two coats of stain and one Subflooring and sheathing to be No. 2 common pine boards, sur- coat of varnish.

Exterior siding to be No. 3 clear fir, pattern No. 105 and 106, No. 1 common pine siding of pattern No. 105 and 106 may be substituted

All doors and windows are to be of size shown on the plans. if fir cannot be obtained without undue delay. Interior finish flooring

to be of No. 1 common pine 3½ inch face. All exterior and interior trim,

All string to be done by the contractor subject to the and frames to be of selected yellow pine. All to be kiln dried material approval of owner's Engineer. and surfaced four sides. All casings to be 4½" wide. All exterior and

interior casings, base etc to be plain square edge. Base to have ¼ round Contractor is to supply all bath room fixtures and install

for shoe.

All doors and sash to be white pine of the sizes and designs called for in the plans. All half windows to be hinged at the bottom, to swing in and equipped with stop chain and fasteners.

The contractor will furnish all nails, bolts, spikes and all necessary hardware material necessary for the completion of the building. He shall furnish all hinges, sash fasts, door locks and install the same.

LATHING AND PLASTERING

All interior walls, partitions and ceilings to be lathed with standard 3 foot yellow pine, poplar and hemlock lath spaced 3/16th inches apart. Joints to be broken every eighth lath. No lath shall be run behind studs from one room to another or shall be put on vertically. All corners to be made solid by carpenters before laths are applied.

All interior walls, partitions and ceilings are to be covered with one coat of wood fiber plaster, using 17 pounds to the yard, troweled smooth to come out even with the window and door jambs, to give uniform bearing to the window and door casings.

ROOFING

The entire roof of the main building and the front and rear porch shall be covered with Richardsons Best Quality Felt Roofing, smooth surfaced and the entire roof to be left in a water tight condition upon completion.

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.

All interior wood work is to receive one coat of stain and one coat of varnish.

DOORS AND WINDOWS

All doors and windows are to be of size shown on the plans.

WIRING

All wiring is to be done by the contractor subject to the approval of owner's Engineer.

PLUMBING

Contractor is to supply all bath room fixtures and install

(3)

same in first class condition; he is to provide and install hot water tank and heater in the kitchen; construct septic tank outside of building where designated by owner's Engineer and do all plumbing necessary to connect with septic tank. Overflow line from septic tank is to be installed at owner's expense.

FINALLY

After completion the contractor shall remove all debris from the building and premises and leave the building broom clean. During 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.

