

Contract dated
May 21 1927
between

Elk Horn Coal Corp
&

J. West, Inc.

Erection of Mining
Pitstone Shear, etc,
Near Market, etc
at Wayland

THIS CONTRACT made and entered into on the 21st day of May 1927 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 Huntington, W. Va., Party of the Second Part.

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 and 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 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 insurance shall be filed with the Party of the First Part if he so desires.

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 cancelled when accepted by Party of the First Part.

(D) CHANGES IN THE WORK: The Party of the First Part without 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 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 enumerated in this contract within 60 days after 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 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 agrees 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 Theatre, Meat Market, Colored Church, Lodge Room and Theatre for Colored, 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 \$13683.00.

(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. Each estimate is to have attached thereto receipted invoices of material bought for the work as evidence that said material has been paid for.

(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.

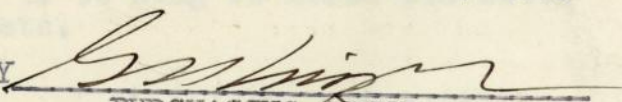
J. J. WEST, Incorporated

By



President

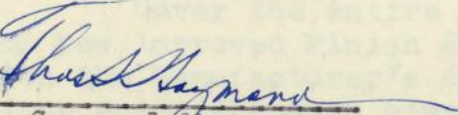
ELK HORN COAL CORPORATION, INC.

BY


PURCHASING AGENT.

APPROVED BY


Chief Engineer


General Manager

SPECIFICATIONS of labor and material to be used in the erection and completion of a Moving Picture Theatre, Meat Market, Colored Church, Lodge Room, and Theatre for Colored, for ELK HORN COAL CORPORATION to be erected at their operation at Wayland, Kentucky, as per plans submitted and the following specifications.

EXCAVATION & FOUNDATIONS:

No excavation or foundation work shall be included for the Picture Theatre, Colored Church, Lodge Room or Theatre for Colored, with the exception of the front porch platform for the picture Theatre, which shall be installed complete as shown by the plans and sections. All other foundation work for these two buildings shall be installed by the Contractor but shall be paid for by the Owner at prices to be agreed upon. The foundation complete including the concrete steps and platforms for the Meat Market shall be installed by the Contractor and included in the base price of the building. The foundation walls and piers for this building shall be an average height of two (2'0") feet from the top of the footers to the bottom of the sills and any additional or less foundation shall be either paid for or deducted from the base price as the case may be.

All footer excavation shall be at least 12" below the present grade and footers shall be at least three inches larger each way than the piers or walls that they support. All footer walls and piers shall be of the size and thickness as indicated by the plans and sections and in all cases shall be full size. Concrete for all footers and walls shall be composed of a mixture known as 1-2½-5. Concrete floors, platforms and steps, with the exception of the top or finish coat shall be composed of a mixture known as 1-2-4. Top or finish coat for floors, platforms and steps shall be composed of a mixture known as 1-2 trowled to a smooth hard finish. All concrete shall be composed of Atlas Cement and washed river sand and gravel. All excavated materials is to be graded by Party of Second Part on the Premises.

LUMBER & MILLWORK:

All framing lumber shall be No. 2 Common and Better Southern Pine, air-dried and sized to standard dimensions, of the sizes and spacing as noted by the plans and sections. The subflooring and roof sheathing shall be No. 2 Common Pine boards. Finish flooring for all buildings shall be No. 1 Common Oak 3¼" face. Finish siding shall be No. 1 Common Pine, pattern #105. All exterior and interior finish shall be selected yellow pine, surfaced four sides. All exterior and interior casings to be 4½" wide, plain square edge material. Interior base to be tow members composed of 1" x 6" with 1/4 round for shoe. All exterior trim to lap over siding and outside casings to have a metal water drip on top. Trim around picture screen and stage to be as indicated by the plans and sections. All sash and doors to be of the sizes and design as indicated by plans. All sash to be hinged at the bottom and fitted with sash chains and transom catches. Double hung windows to be fitted with sash fasts and lifts. All doors to be hung on loose pin butts and fitted with wrought steel mortise lock sets.

PAINTING & FINISHING:

All exterior painting shall be two coat work, colors to be selected by Owner. All interior painting shall be three coat work and shall be composed of one coat of stain, one coat of shellac and one coat of varnish. No interior floors or walls are to be painted or finished.

ROOFING:

Cover the entire roof of all buildings and porches with Richardson's 70# New Improved Finish Roll roofing. All to be applied in strict accordance with the Manufacturer's directions, properly flashed and left in water tight condition upon completion. Galvanized ventilators and air ducts shall be installed as shown by the plans and sections.

LATHING & PLASTERING:

All interior walls, partitions and ceilings, except as may be noted otherwise, shall be lathed with standard 48" lath. All interior walls, partitions and ceilings in the Picture Theatre, and Colored Church and Lodge Room shall receive one coat of wood fiber plaster, using seventeen (17#) pounds to the yard, applied in strict accordance with the Manufacturer's directions and trowled to a smooth hard finish. The plastering the sales room of the Meat Market shall be composed of one coat of hair fibre plaster over which shall be applied a coat of lime putty and plaster paris trowled to a smooth hard finish to match the plastering in the Store Building.

The plastering specifications do not cover the machine booth and picture screen in Theatre Building or the Chill room in Meat Market.

ITEMS BY OWNER:

The Owner shall furnish all material and labor and perform the following work:

Electric wiring and lighting fixtures, plumbing, gas-fitting, sewerage, pews and seats in Colored Church & Lodge Room.

Electric wiring and lighting fixtures, plumbing, gas-fittings, sewerage, seats, picture machine and all mechanical equipment for Picture Theatre, and Theatre for Colored.

Electric wiring and light fixtures, plumbing, gas-fitting, sewerage and all mechanical equipment for the Meat Market.

SPECIALS FOR PICTURE THEATRE:

The Contractor shall furnish material and install the machine booth as detailed on the plans and sections; he shall also furnish and install the bulletin boards as shown, these boards to be so constructed and hinged that they can be used for pay roll windows and are to have a plate glass payroll window behind them similar to the one shown on the plans for ticket window. The Contractor is not required to furnish any outside steps, walk-ways or platforms other than that shown on the front of the building. This work to be installed by the Owner or by the Contractor as an extra. Contractor will furnish material and install bulletin boards at Theatre for Colored.

SPECIALS FOR MEAT MARKET:

The Contractor shall construct the chill room in the Meat Market as shown by the plans and sections and furnish all materials shown with the exception of the cork insulation, which shall be furnished by the Owner and installed by the Contractor. The Owner shall also furnish the doors to the chill room, which shall be installed by the Contractor. The Owner shall furnish and install all mechanical equipment and machinery throughout, including compressor room machinery, water filter on top of building, shutters in chill room, show case, meat blocks, ei., in sales room. The Contractor shall build shelving and counter base in sales room, but the Owner shall furnish and install the marble top for the counter. The Owner shall also paint sign on the building on the space prepared by the Contractor. The Contractor shall furnish and install screens for windows and doors in the sales room, these to have bronze cloth. The Contractor will also furnish dirt fill under chill room floor and furnish and install post shown in section for support of water filter on roof, but shall not furnish or install the water filter. The compressor room is not to be plastered.

FINALLY:

The Contractor shall not furnish any lattice for any of the buildings, but shall install the same if so directed by the Owner as an extra. The Contractor shall have the privilege of using what siding that may be fir that is to be taken from the side of the present store building.

These specifications contemplate complete buildings with the exceptions that are noted in these specifications. All work is to be

These specifications contemplate complete buildings with the exceptions that are noted in these specifications. All work is to be performed in a workmanlike and durable manner and all materials specified are to be the best of respective grades that are specified. All debris shall be removed from the building site upon completion and all buildings shall be left broom clean and turned over to the Owner in good shape.

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Received
March 21 1899
F. J. [illegible]

Very truly yours,
[illegible signature]

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