

Contract dated
October 21, 1926
between
E. H. Horn Car Co
&
J. J. West
Reg of 60-3 Room
Houses at Maryland

Maryland

covered by this THIS CONTRACT made and entered into on the 21st day of October 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. 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 said buildings in a practical and substantial manner in line with the materials mentioned.

The Party of the Second Part shall not employ on the work any unfit person 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 Party of the First Parts consent. 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 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 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 owner if he so desires.

Party of the Second Part shall keep the buildings and material on the premises insured against fire during construction in such companies he shall select for the benefit of himself and the owner as their interest may appear and such insurance on the buildings shall be canceled when accepted by the owner. The owner shall place insurance when accepting buildings payable to himself and the Party of the Second Part as their interest may appear.

(D) CHANGES IN WORK:- The Party of the First Part without invalidating the contract may make changes by altering and building or buildings

covered by this contract, the contract sum being adjusted accordingly and in accordance with the condition of this contract. All work shall be under the conditions of the original contract except that any claims for the extension of the time caused thereby shall be adjusted at the time of ordering such changes. The value of such changes shall be determined by cost and percentage.

(E) The Party of the Second Part agrees to complete the houses enumerated in the contract within 105 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 WORD:- Party of the First Part shall have the right at all times to inspect the work being done and if at any times 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 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 the Party of the Second Part and Party of the First 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 sixty (60) three room houses at Wayland, Kentucky, with outhouse for each, 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 Seven hundred Thirty-five (735.00) dollars per house for three room houses, and the sum of thirty-eight (\$38.00) dollars per outhouse, or a total of.

...of this contract... the completion of this contract... the completion of this contract...

ARTICLE II

Forty-six Thousand Three hundred eighty (\$46,380.00) dollars.

Concrete piers furnished and placed by Party of the Second Part are to be paid for at the rate of fifty cents (50¢) per lineal foot.

X Front porch steps to be paid for, - one dollar fifty cents (\$1.50) per tread, rear porch one dollar and twenty-five cents (\$1.25) per tread.

(3) An estimate is to be taken on the first day of each month of all material delivered to the ground and work performed and completed. Ninety per cent (90%) of said estimated, 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.

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

(5) The Parties of the First and Second Parts agree that the General Conditions of the Contract, the specifications and drawings enumerated in Article one 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 WHEREOF:- They have hereinto set their hands and seals the day and year written above

[Red scribble]

By *A. J. West Inc.*
J. M. Guind
ELK HORN COAL CORPORATION, INC.
By *[Signature]*
Purchasing Agent

APPROVED BY
George Pow
Chief Engineer
Thos Raymond
General Manager

SPECIFICATIONS

SPECIFICATIONS OF LABOR AND MATERIAL TO BE USED IN THE OPERATION AND COMPLETION OF THREE ROOM HOUSES (\$60) FOR THE ELK HORN COAL CORPORATION TO BE ERECTED AT WAYLAND, KENTUCKY.

The Contractor shall furnish all labor, all material and appliances needed for the completion of the house in every detail as per the following specifications, except as may be 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 said building in a practical and substantial manner, in line with the material mentioned.

EXCAVATIONS AND FOUNDATIONS

Excavate for footers and chimney butt where shown and of size indicated on the plans. Excavation to be to a depth of twelve inches, the soil being used for grading purposes on the premises.

All footers and piers to be of concrete, the size shown on the plans and to be twelve inches thick. Piers 10" x 10" are to be placed on footers and carried to the girder line. Steps to be 2" x 10" on 3 - 2" x 10" carriage.

All concrete is to be composed of a mixture of 1-2 $\frac{1}{2}$ -5, washed sand and gravel to be used. Sand and gravel to meet approval of owner's engineer.

LUMBER AND MILL WORK

All framing lumber to be No. 2 Common and better Southern Pine or Hemlock, air dried and sized to standard dimensions. All to be of the sizes and spacing noted on the plans, excepting floor joists, siding and ceiling joists to be on 18" centers. Floor joists are to be bridged in the center. Roof purlins are to be six inch No. 2 common boards spaced six inches apart for Aruco roofing. Sub-flooring to be No. 2 common boards matched. Finish flooring to be No. 1 common, 2 $\frac{1}{2}$ " face pine. Siding to be No. 3 clear fir pattern #105 or #106. All exterior trim to be of No. 1 common pine. Interior trim to be No. 1 common pine. The porches will not be ceiled and the house will not be storm-sided. All exterior and interior casings, base, etc., to be plain square edge. The base to have a 1/4th round for shoe.

GENERAL SPECIFICATIONS

LATHING AND PLASTERING

All interior walls, partitions and ceilings to be lathed with standard 3 foot yellow pine, poplar or hemlock lath spaced 3/16th inch 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 are to be made solid by carpenters before lath are applied.

All interior walls, partitions and ceilings are to be covered with one doubled up coat of wood fiber plaster, using seventeen (17) pounds to the yard, trowled smooth to come out even with the window and door jams, to give uniform bearing to the window and door casings. All to be in accordance with the manufacturers directions.

ROOFING

Entire roof of building, porch and outhouse to be covered with No. 26 gauge corrugated Aruco iron roofing. This roofing is to be applied with 1/2 corrugation cap and to be in accordance with the Manufacturers directions. The ridge of the roof is to be covered with an improved ridge roof recommended by the roof manufacturers. All the above to be applied in a first class manner.

PAINTING

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

All interior woodwork to have one coat of stain and one coat of varnish.

General: The following specifications, unless otherwise stipulated, are intended to cover the entire painting both interior and exterior.

Materials: All materials specified by name or brand or manufacturer shall be delivered at the buildings in the original can, packages or containers, and shall remain unopened until inspected by Engineer. No paints or varnishes shall be reduced or adulterated in any way except as here in after stipulated.

Right of Rejection: No exterior or interior work shall be done under conditions which would jeopardize the appearance or quality of the

SPECIFICATIONS AND CONTRACT DOCUMENTS

painting, and the Engineer shall have the right of rejection on all work and the replacement of any and all material not up to specifications at the expense of contractor.

Protection of Work: The contractor shall take the necessary steps to protect his work and the work of the other contractors during the time his work is under way, and shall be responsible for any and all damages to the work or property of other contractors caused by his employees or self.

Interior and Exterior Painting: All paint to be used in painting both the exterior and interior shall be VERIBEST Brand Prepared House Paint, manufactured by the Strassel-Gaus Paint Company of Louisville, Kentucky.

First Coat: To one gallon VERIBEST Paint add one quart of Turpentine and one quart of Linseed Oil.

Second Coat:—Finishing Coat: Use VERIBEST Paint as it comes from the original package, brushing the same out well. Before first coat is applied, Shellac all knots and sappy places. After first coat of paint, putty all nail holes, joints, etc., Allow at least two to three days for drying between coats.

Application of paints to be the same for interior and exterior.

DOORS AND WINDOWS

All doors to be five cross panel, fir 1-3/8" thick, the size designated on the plans. All windows to be 10 x 12-12 Its, 1-3/8" ck, rail.

All doors to be hung on one pair of 3 1/2" half surface steel butts. The outside doors to be fitted with mortise lock sets and the inside doors are to be fitted with rim lock sets. The ventilating louvres are to have a 1/2" mesh hardware cloth on the back.

ELECTRIC WIRING

The entire building is to be wired for lights as shown by the plans, also one light on the kitchen porch. All outlets to be provided with rosetts, drop cords and key sockets. Location of service switch to be a convenient place for service wires. The service switch is to be what is known as fool proof and to be incased in a metal case. The wiring to be installed by what is known as the knob and tube system in the best manner known to the trade. The lighting system to be tested out and left in perfect order. Wiring must pass inspection

of First Party's Electrician.

PORCH FLOORS

The porch floors are not to be roused and grooved but are to be of good oak strips 4" to 6" wide, surfaced. The stringers on which they are to be fastened are to be covered with strips of rubberoid roofing. The oak floor strips are to have $1/32$ " space between them.

OUTHOUSE

Outhouse is to be erected as per plan. Vault is to be made of concrete of the same mixture as used in piers and Chimney Butts. Material to be used to be of the same grade called for in the houses.

CHIMNEYS AND FLUES

Chimneys and flue to be built as shown by the plans, of hard brick laid up in lime mortar. All parts extending above the roof to be laid in cement mortar tempered with lime and to have struck joints to give neat appearance to the brick work and all to be well plastered on the inside with mortar. Each fire place to be equipped with a concrete hearth twenty four inches wide, troweled smooth and level with the floor. The fireplaces are to be lined with fireclay brick with wrought iron arch bar over the opening. A twenty inch cast iron grate with front is to be installed. The flue is to be erected on a seven inch cast iron flue base, which is to be anchored to the ceiling joint, which are to be 2" x 6" doubled at this point.

FINALLY

The above specifications contemplate a complete house. All work to be performed in a durable and workmanlike manner and the houses are to be left broom clean and in good shape upon completion. These specifications do not include storm siding or underpinning which if desired will be treated on cost plus percentage bases.

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