

To the Honorable the Judge of the Court of Common Pleas of
the County of Cambria, now holding a Court of Quarter Ses-
sions of the Peace in and for said County.

THE PETITION OF THE COMMISSIONERS OF THE COUNTY OF
CAMBRIA RESPECTFULLY REPRESENTS:

That it having appeared to the Court to the Grand Jury, and the Commissioners of
the said County, that a bridge over South Fork Creek,
at the place where a public highway from Lovett to
Mundo crosses the said Creek, in the Township of
Adams, in said County, was necessary, and that
it would be too expensive for the said Township to erect said bridge; and the same having
been entered of record, your petitioners procured an estimate to be made as nearly as might
be, of the expense of the same, and did proceed to have such bridge erected, by entering into
a contract with Wm. A. Schmidt, of Johnstown Pa.,
for the building of the ^{entire} ~~sub~~structure for the sum of \$ 18000; ~~and with~~

of ~~_____~~,
~~for the building of the superstructure for the sum of \$ _____~~; and that
the said bridge is now completed agreeably to the said contracts.

Your petitioners, therefore, pray the Court to appoint six fit persons to inspect said bridge
and the workmanship thereof, agreeably to the Act of Assembly, and to make report to the
next Court of Quarter Sessions to be held in and for the said County.

ATTEST:

W. C. Trojell
Clerk.

Charles Tenney
J. H. Brown
Commissioners of Cambria County.

No. 1 June Term. 1909.

PETITION

Of the County Commissioners for the
appointment of inspectors to
inspect the bridge across

South Fork Creek, in
Adams Township.

And now Sept 7 A. D. 1911,
the within petition read and consider-
ed and the following persons ap-
pointed Inspectors:

J. Hughes
Herman Blough
George Reichel
H. G. Hill
John M. Stey
Herman Baumgardner

To make report to the next Court of
Quarter Sessions.

Dyde Court

Attorney.

Filed 7 Sept 1911 -190-

To the Honorable F. J. O'Connor, President Judge of the Court of Quarter Sessions of Cambria County, Pennsylvania.

The petition of the Undersigned Supervisors and also inhabitants of the Townships of Adams and Croyle in said County, respectfully represent:

That a bridge is much needed over the South Fork Creek at the place where the public highway running from Salix in Adams Township, said County, to the Borough of Wilmore, also in said County, crosses said creek, on the line between the Townships aforesaid at the Village of Lovett in the Township of Adams and County aforesaid; the ford there being frequently rendered impassable by reason of ice and high water and the expense of erecting said bridge would be burdensome upon the inhabitants of said Townships and more than they or either of them should bear.

Your petitioners therefore pray the Court to appoint three proper persons, qualified according to law, to view the place proposed for said bridge and inquire whether said bridge is necessary as aforesaid and make report to the next term of the Court.

R. F. Galloway
W. F. Shumway
Edward Easton
R. H. Shannon
David Easton
B. J. Anderson
Jacob Hays
W. W. Knapp
W. G. Knapp
(Rev.) C. J. Kelly
James H. Anderson
C. Ross Livingston
Jacob Miller
L. B. Knapp
W. H. Carpenter

David Wordess
E. S. Byatt
Geo. Cullow
Thomas McConnell
Frank Climenhogg
J. W. Boyles
Stephen Hamilton
Gen. G. G. G. G.
Daniel McGeorge
S. L. Miller
W. W. Miller
John Miller
L. M. Miller
E. R. Miller
Peter Miller
W. R. Miller

State of Pennsylvania :
 County of Cambria : SS:

On this 6 day of May A. D. 1909,
 before me, the undersigned authority, personally appeared
W. R. Gumbler, who being duly affirmed, according
 to law deposes and says that the statements made in the foregoing
 petition are true and correct to the best of his knowledge and belief.

W. R. Gumbler

Affirmed and subscribed to before me, the day and year aforesaid.

Jessie Cooper
 Notary Public,

My com. expires Jan. 10, 1913,

We, the undersigned, being the respective Boards of Supervisors of the Townships of Adams and Croyle, in said County of Cambria, Pennsylvania, hereby accept service of the notice of the presentation of the within petition to the Court of Quarter Sessions on the first Monday day of June 1909.

Peter Sauter Pres.
Frank J. Toppin Secy
B. C. Hunter
Bird Mangus Pres.
M. L. Kissler Secy
T. L. Mair

We, the undersigned, Commissioners of Cambria County, Pennsylvania, hereby accept service of the notice of the presentation of the within petition to the Court of Quarter Sessions on the first Monday of June 1909.

May 11 - 1909 Service accepted for commissioners of Cambria County L. E. Trofoll - Clerk

No. 1 June Sessions 1909

In the Court of Quarter
Sessions of Cambria Co. Pa.

Petition of Supervisors
of Townships of Adams and
Croyle for Bridge over the
South Fork Creek.

Filed 7 June 1909,

Now June 7, 1909
with the petition read
and considered and
Court do appoint
F. D. Baker J. F. Raup
man and Jacob C. Warner
Viewers
By the Court

CHARLES C. GREER
LAWYER
SWANK BUILDING, JOHNSTOWN, PA.

THE LEGAL PUBLISHING COMPANY, ATHENS, PENNA.

In the Court of Quarter Sessions of Cambria County.

NO. 1 June Sessions 1909. R. D.

In re petition of the County Commissioners for the appointment of inspectors to inspect the bridge across the South Fork Creek in Adams Township.

-:DECREE:-

And now Sept., 7th A. D. 1911, the within petition read and considered the following persons are appointed Inspectors : I. Hughes, Herman Blough, George Deihl, H. C. Hill, John McKay, Herman Baumgardner, to make report to the next Court of Quarter Sessions.

By the Court.

Extract from the Record,

Certified 18th Sept., 1911 .

A. S. Kinkead

Clerk , Q. S.

TO THE HONORABLE FRANCIS J. O'CONNOR,
PRESIDENT JUDGE OF THE COURT OF COMMON PLEAS
OF CAMBRIA COUNTY:

We, the undersigned, having been appointed by the Court to inspect the bridge recently erected by Cambria County across the South Fork Creek at Lovett, after having been severally sworn, state that we have attended to the duties of the appointment, and beg to report as follows:

That having examined the bridge and abutments, we find it to be erected according to the contract, plans and specifications, and in a workmanlike manner, and we do hereby approve the same and recommend that the contractor, Wm. A. Schmidt be allowed for extra work done to the wing walls on the above bridge, _____ yards, at \$ _____ per yard or _____ in addition to the contract price.

Witness our hands and seals this 27th day of September, A. D. 1911.

C. Diehl (SEAL)

J. J. Hughes (SEAL)

W. C. Hill (SEAL)

St. B. Baumgardner

_____ (SEAL)

_____ (SEAL)

101 June Dec 1909 R.D.

1017

after the first and second the other two companies V. D.

the first of the companies in the country had...

the second of the companies in the country had...

the third of the companies in the country had...

the fourth of the companies in the country had...

the fifth of the companies in the country had...

the sixth of the companies in the country had...

the seventh of the companies in the country had...

the eighth of the companies in the country had...

the ninth of the companies in the country had...

the tenth of the companies in the country had...

ON CERTAIN POINTS:

REMARKS MADE ON THE PART OF THE COMPANY

TO THE MEMBERS OF THE COMPANY

[Handwritten signature] (SEAL)

[Handwritten signature] (SEAL)

BILL OF COSTS

F. D Baker.	Surveyor & Viewer	2 Days	\$10.00	
" "	" "	" " 15 Miles	<u>.75</u>	\$10.75
J. F. Kauffman,	Viewer	I Day	\$3.00	
" "	" "	I Mile	.05	
" "	" "	" Posting Notices	<u>.75</u>	3.80
Jacob C. Varner	Viewer	I Day	\$3.00	
" "	" "	4 Miles	<u>.20</u>	3.20
Jessie Cooper, Notary Public, Affidavit of Viewers				.75

In the Court of Quarter Sessions of Cambria County, Pa.

To the Honorable F. J. O'Connor, President Judge of the said Court:

We, the subscribers, appointed by the Court to view the place proposed for a bridge in the within order mentioned, respectfully report:

That having been present at the view at the place proposed for the bridge within mentioned, and having all been severally sworn or affirmed in pursuance of said order, we viewed the premises aforesaid and are of the opinion that a bridge over the South Fork Creek at the place where the public highway running from Salix, in Adams Township, Cambria County, to the Borough of Wilmore, also in said County, crosses said creek, on the line between the Townships of Adams and Croyle in the County of Cambria, at the Village of Lovett, in the Township of Adams aforesaid, is necessary and that the cost of erecting the said bridge would be attended with more expense than is reasonable that the said Township should bear.

Notice of the proposed view was given to the Supervisors of said Adams and Croyle Townships; also by printed notices posted at public places in the vicinity, and to the Commissioners of Cambria County, copies of which are hereunto attached and made part of this report.

Witness our hands and seals this 17th day of August
A. D. 1909.

J. F. Kaufman (SEAL)

J. B. Karnes (SEAL)

By H. Baker (SEAL)

Witness

NOTICE OF VIEW.

Notice is hereby given that the viewers appointed by the Court of Quarter Sessions of Cambria County, Pennsylvania, to view the place proposed for a public bridge over the South Fork Creek at the place where the public highway running from Salix, in Adams Township, said County, to the Borough of Wilmore, also in said County, crosses said creek, on the line between the Township of Adams and the Township of Croyle in the County of Cambria, at the Village of Lovett, in the Township of Adams and County aforesaid, will meet at the point where the said public highway crosses the aforesaid creek at the Village of Lovett on Monday the Nineteenth day of July, Nineteen Hundred & Nine for the purpose of viewing the place proposed for said bridge.

F. D. Baker

J. F. Kauffman

Jacob C. Varner

Viewers

We, the undersigned Commissioners of Cambria County, Pennsylvania, hereby accept service of the foregoing notice.

For the Commissioners of Cambria
County *W. E. Traylor*
clerk

June 28th 1909

Notice of View

Notice is hereby given that the viewers appointed by the Court of Quarter Sessions of Cambria County, Pennsylvania, to view the place proposed for a public bridge running from Salix, in Adams Township, said County, to the Borough of Wilmore, also in said County, crosses said creek, on the line between the Township of Adams and the Township of Croyle in the County of Cambria, at the Village of Lovett, in the Township of Adams and County aforesaid, will meet at the point where the said public highway crosses the aforesaid creek at the Village of Lovett on Monday the Nineteenth day of July, Nineteen Hundred and Nine for the purpose of viewing the place proposed for said bridge.

F. D. Baker
J. F. Kauffman
Jacob C. Varner
Viewers.

Board of
We, the undersigned, *Suprevisors of the Township of Croyle,
County of Cambria, State of Pennsylvania, hereby accept service
of the foregoing notice.

J. L. Mans

NOTICE OF VIEW

Notice is hereby given that the viewers appointed by the Court of Quarter Sessions of Cambria County, Pennsylvania, to view the place proposed for a public bridge over the South Fork Creek at the place where the public highway running from Salix, in Adams Township, said County, to the Borough of Wilmore, also in said County, crosses said creek, on the line between the Township of Adams and the Township of Croyle in the County of Cambria, at the Village of Lovett, in the Township of Adams and County aforesaid, will meet at the point where the said public highway crosses the aforesaid creek at the Village of Lovett on Monday the Nineteenth day of July, Nineteen Hundred & Nine for the purpose of viewing the place proposed for said bridge.

F. D. Baker

J. F. Kauffman

Jacob C. Varner.

Viewers

We, the undersigned, Supervisors of the Township of Adams, County of Cambria, Pennsylvania, hereby accept service of the foregoing notice.

Peter Sauter
E. J. Topper
B. N. Hunter

Commonwealth of Pennsylvania, }
 County of Cambria. }

At a Court of Quarter Sessions of the Peace of the County of Cambria held at Ebensburg, in the said County, on the *fourth* day of *June* A. D. 1909, before the Honorable Judge of the said Court: Upon the petition of divers inhabitants of the Township of *Adams and Boyle*, in the said County, setting forth that they labor under incon-

~~venience for want of a~~ road or highway, to lead from a bridge *is much needed over the South Fork creek at the place where the public highway running from Selix in Adams Township said county to the Borough of Wilmore also in said county, crosses said creek, on the line between the Townships aforesaid at the Village of Lovett, in the Township of Adams and county aforesaid, the ford there being frequently rendered impassable by reason of ice and high water and the expense of erecting said bridge would be burdensome upon the inhabitants of said Townships and more than they or either of them should bear.*

and therefore praying the Court to appoint proper persons to view and lay out the same according to law. The Court, upon due consideration had of the premises, do order and appoint *E. D. Baker* surveyor, and

J. H. Kauffman and Jacob b. Uerner viewers, to view the ~~ground~~ ^{site} proposed for said ~~road~~ ^{bridge} and if they view the same, and shall agree that there is occasion for such ~~road~~ ^{bridge} they shall proceed to lay out the same, having respect to the shortest distance and the best ground for a ~~road~~ ^{bridge} and in such manner as shall do the least injury to private property, and also be as far as practicable, agreeable to the desires of the petitioners, and that they make a report of their proceedings to the next Court of Quarter Sessions to be held for said County, stating particularly whether they judge the same necessary for a public or private ~~road~~ ^{bridge}, together with a plot or draft thereof, and the courses and distances, and references to the improvements through which it may pass.

By the Court.

Attest:

J. S. Kirkhead Clerk.

NOTE. "It shall be the duty of all persons appointed in the several counties of this Commonwealth to view and review any public or private road or bridge, if they shall decide in favor of locating said road or bridge, to endeavor to procure from the person or persons over whose land such location may be made releases from all claims for damages that might arise from the opening of such road or the building of such bridge; and in every case where said viewers shall fail to procure such releases, and it shall appear to them that any damages will be sustained, it shall be their duty to assess the damages and make report thereof signed by a majority of their number, and return the same, together with all releases obtained, to the Court of Quarter Sessions, and the damages so assessed shall be conclusive, or may be subject to appeal, review or modification, as may be provided by existing laws in the different counties of this Commonwealth."

"The persons appointed as aforesaid shall view such ground, and if they shall agree that there is occasion for a road, they shall proceed to lay out the same, having respect to the shortest distance, and the best ground for a road, and in such manner as shall do the least injury to private property, and also be, as far as practicable, agreeable to the desire of the petitioners."

"The viewers, as aforesaid, shall make report at the next term of said Court, and in the said report shall state particularly: First, who of them were present at the view, second, whether they were severally sworn or affirmed; third, whether the road desired be necessary for a public or private road; they shall also annex and return to the Court a plot or draft thereof, stating the courses and distances, and noting briefly the improvements through which it may pass; and, whenever practicable, the viewers shall lay out the said roads at an elevation not exceeding five degrees (except at the crossing of ravines and streams), where, by moderate filling and bridging, the declination of the road may be preserved within that limit."

NO. 1, JANUARY SESSION, 1909.

Order to view Bridges, vi.
Adams and S. H. H. H.
Townsships

Viewers.

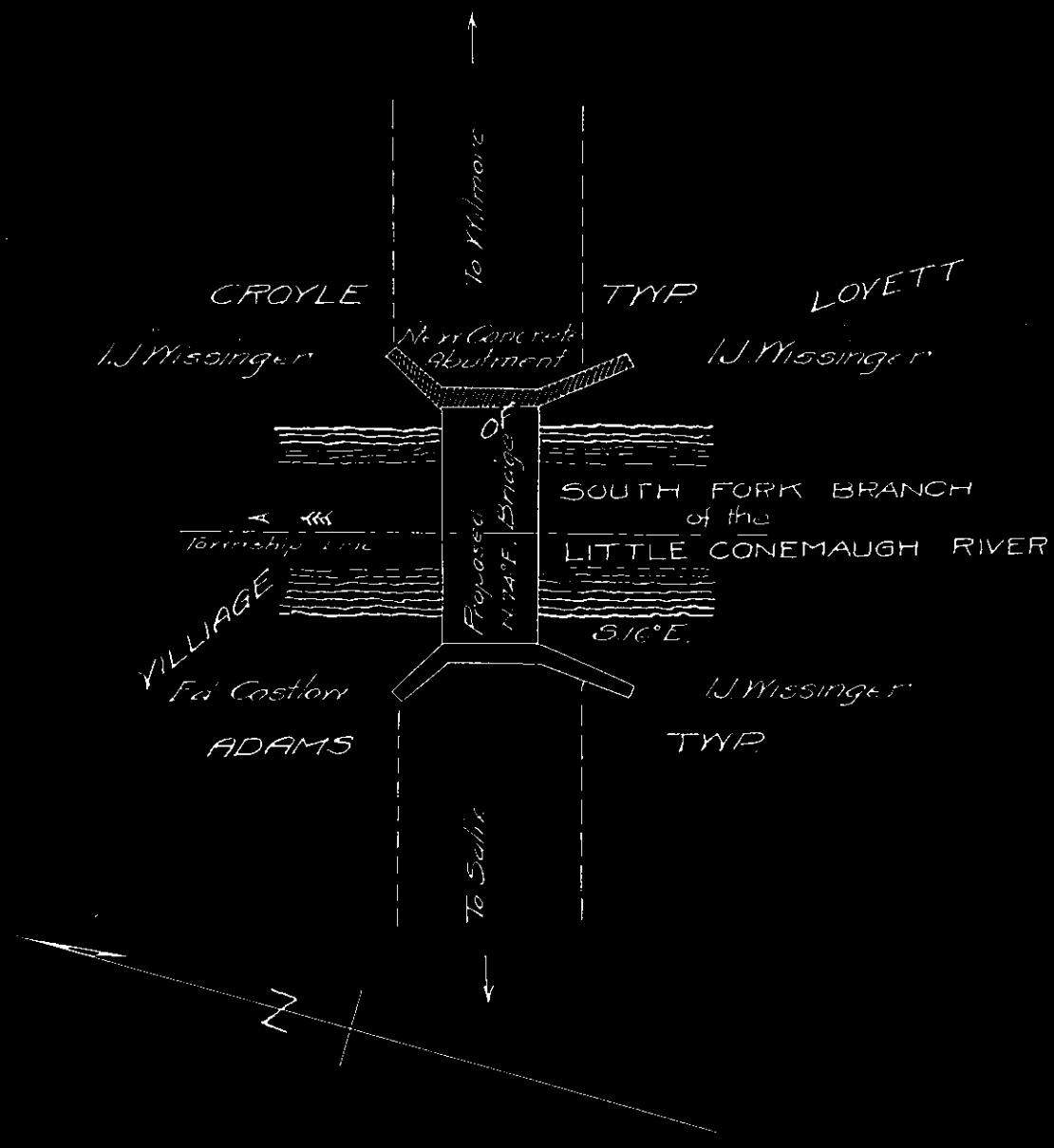
F. D. Baker
J. E. Kaufmann
Jacob S. Hanner

Clerk H. H. H. H. 90 cts.
S. H. H.

MAP SHOWING VIEW OF
PROPOSED BRIDGE
 ACROSS
SOUTH FORK BRANCH
 of the
Little Conemaugh River
 in
CROYLE AND ADAMS TOWNSHIPS,
CAMBRIA CO., PA.

Viewed July 19, 1909.
 No. 1 June Sess. 1909. - Scale 30' = 1"

NOTE: F.D. Baker Sur }
 Length of bridge between abutments 40ft J.F. Kaufman }
 Width of driveway 16ft. Jacob C. Yarnier }
 Height of bridge 17ft. above West abutment.



610-E

And now 9 Dec. 1909, within report approved by
the Grand Jury, and said Bridge to be
entered on record as a County Bridge
with the understanding that the Township
of Croyle and Adams pay for the approaches.

And now Aug 2, 1910
Grand Jury acting Grand Juror James Foxman
Jur Attmch. *By the Court*

No. I June Sess. 1909

In the Court of Quarter
Sessions of Cambria Co. Pa.

Report of Viewers in re
Proposed Bridge over South
Fork Creek in Adams and
Croyle Twps., Pa.

Filed 8 September, 1909,
in open Court since pro-
tected as of Sept. 6, 1909,
By the Court

CHARLES C. GREER
LAWYER
SWANK BUILDING, JOHNSTOWN, PA.

THE LEGAL PUBLISHING COMPANY, ATHENS, PENNA.

CAMBRIA COUNTY
COMMISSIONERS OFFICE

1920

CONTRACT AND SPECIFICATIONS
FOR THE ERECTION AND CONSTRUCTION
OF A TEMPORARY BRIDGE TO BE BUILT
OVER SOUTH FORK CREEK, BETWEEN
ADAMS AND CROYLE TOWNSHIPS,
CAMBRIA COUNTY, PENNSYLVANIA.

BY

H. F. DORR, COUNTY ENGINEER,
EBENSBURG, PA.

666

ADVERTISEMENT.

PROPOSALS FOR COUNTY BRIDGE.
OFFICE OF COUNTY CONTROLLER.

Ebensburg, Pa. October 27, 1920

Sealed proposals, accompanied by a certified check in the amount of \$100.00 will be received by the Commissioners of Cambria County until noon (12m.) Wednesday, November 3rd, 1920, at their office in the Court House, Ebensburg, Pa., for the erection of a temporary bridge to be built over South Fork Creek between Adams & Croyle Townships, known as Lamb's Bridge. The above span is fifty-seven feet. Plans and specifications can be obtained at the office of the County Engineer, Trust Building, Ebensburg, Pa.

Bids will be opened publicly at two (2) o'clock P. M. of the above mentioned date.

The Commissioners reserve the right to reject any and all bids.

The words, "PROPOSAL FOR BRIDGE", shall be plainly written on the wrapper of all proposals.

Herman T. Jones,
County Controller.

(1). SPECIFICATIONS.

DEFINITION OF TERMS.

(2.) DEFINITIONS. Whenever in these specifications and contract the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

(3.) "COUNTY,".....County of Cambria.

(4.) "ENGINEER,".....County Engineer of the County of Cambria acting directly or through an assistant or other representative duly authorized by the Commissioners or the Engineer, such assistant or representative acting within the scope of the particular duties assigned to him or of the authority given him.

(5.) "INSPECTOR,".....An authorized representative of the Engineer, assigned to make any or all inspections of the work performed and materials furnished by the Contractor.

(6.) "BIDDER,".....Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

(7.) "CONTRACTOR,".....Party of the second part to the contract acting directly or through his agents or employees.

(8.) "SURETY,".....The corporate body which is bound with and for the Contractor, who is primarily liable, and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

- (9). "PROPOSAL,".....The approved prepared form on which the Bidder is to or has submitted his, their or its proposal for the work contemplated
- (10). "PROPOSAL GUARANTY,".....The security designated in the proposal, to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the County of Cambria, if the work of constructing the bridge is awarded to him.
- (11). "PLANS,".....All drawings, or reproductions of drawings, pertaining to the construction of the bridge and its appurtenances.
- (12). "SPECIFICATIONS,".....The directions, provisions and requirements contained herein, together with all written agreements made or to be made, pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.
- (13). "CONTRACT,".....The agreement covering the performance of the work and the furnishing of materials in the construction of the bridge. The Contract shall include the "Proposal," "Plans," "Specifications," "Contract Bond," and "Notice to Proceed," also any and all supplemental agreements which reasonably could be required

to complete the construction of the bridge in a substantial and acceptable manner.

(14). " CONTRACT BOND,".....The approved form of security furnished by the Contractor and his Surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the Specifications and Contract.

(15). " NOTICE TO PROCEED,".....A notice to the Contractor of the date on or before which he is to begin the prosecution of the work contracted for.

(16), " BRIDGE,".....The bridge and its approaches which is contemplated for construction over a stream or gap crossing the roadway.

In order to avoid cumbersome and confusing repetition of expressions of these specifications, whenever it is provided that anything is, or is to be, or to be done, if, or as, or when, or where, "contemplated," "required," "directed," "specified," "authorized," "ordered," "ordered," "given," "designated," "indicated," "indicated," "considered, necessary," "deemed necessary," "permitted," "suspended," "approved," "acceptable," "unacceptable," "unsuitable," "satisfactory," "unsatisfactory," "or sufficient," it shall be taken to mean and intend "contemplated," "required," "unsatisfactory" or "sufficient," "authorized," "ordered," "given," "designated," "indicated," "considered necessary," "permitted," "suspended," "approved," "acceptable," "suitable," "unsuitable," "satisfactory," "unsatisfactory" or "sufficient," by or to the Engineer with the approval of the Commissioners.

It should be understood thoroughly by all concerned that all things contained herein, the "Instructions to Bidders," the "Award and Execution of Contract," the "General Provisions," the "Construction Details," the

"Contract Bond," also the "Special Provisions," the "Proposal," the "Plans," the "Advertisement, for Proposals" or "Notice to Contractor," and the "Notice to Proceed," as well as any papers attached to or bound with any of the above, also any and all supplemental agreements made or to be made, are hereby made a part of the Specifications and Contract, and are to be considered one instrument. The intent is to make them explanatory one of the other. No papers attached to or bound with any of the above shall be detached therefrom as all are a necessary part thereof.

The Sub-headings printed in these Specifications are intended for convenience of reference only and shall not be considered as having any bearing on the interpretation thereof.

GENERAL PROVISIONS.

20. SCOPE OF WORK. The Contractor shall do all clearing and grubbing, make all excavations, do all shaping, construct the bridge and its appurtenances, as indicated in the proposal and on the plans, remove all obstructions from the lines of the highway, and shall do such additional, extra and incidental work as may be considered necessary to complete the bridge to the finished lines, in a substantial and acceptable manner. He shall furnish, unless otherwise provided in the "Special Provisions" of the proposal and of these specifications, all implements, machinery, equipment, tools, material and labor necessary to the prosecution of the work. In short, the Contractor shall construct the bridge in strict accordance with the plans, specifications and contract, and when completed, shall leave it in a neat and finished condition.

21.. PLANS, ETC., TO BE FOLLOWED. The approved plans, profiles and cross-sections on file in the office of the County Commissioners, will show the location and general construction details and dimensions of the work contemplated, which shall be performed in strict accordance therewith and in accordance with the specifications. Any deviation from the plans, specifications etc., as may be required by the exigencies of construction, in all cases, will be determined by the Engineer and authorized in writing.

22. ALTERATION OF PLANS OR OR CHARACTER OF WORK. The Engineer reserves the right, with the approval of the Commissioners to make such alterations in the plans or in the character of the work as may be considered necessary or desirable from time to time to complete fully and perfectly the construction of the bridge, provided such alterations do not change materially the original plans and specifications, and such alterations shall not be considered as a waiver of any condition of the contract nor to invalidate any of the provisions thereof. Should such alterations in the plans result in an increase or decrease of the quality of work to be performed, the Contractor shall accept payment in full at the contract unit prices for the actual quantities of work done; or should such alterations in the character of the work be productive of increased cost or result in decreased cost to the Contractor, a fair and equitable sum therefor, to be agreed upon in writing by the Contractor and the

Commissioners before such work is begun, shall be added to or deducted from the Contract price, as the case may be. No allowance will be made for anticipated profits.

23. ADDITIONAL WORK. The Contractor shall perform such work, in additional quantities other than those designated in the approximate estimate, as may be deemed necessary to complete fully the bridge as planned and contemplated and shall receive for such additional work, payment in full, at the unit prices shown in the contract and in the same manner as if such work had been included in the original estimate of quantities.

24. EXTRA WORK. The Contractor shall perform extra work, for which there is no quantity and price included in the contract, whenever, to complete fully the work as contemplated, it is deemed necessary or desirable, and such extra work shall be done in accordance with the specifications therefor, or in the best workmanlike manner, as directed. This extra work will be paid for at a unit price or lump sum to be agreed upon previously in writing by the Contractor and the Commissioners, or where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Commissioners may order the Contractor to do such work on a "force-account" basis.

25. FORCE-ACCOUNT WORK. All extra work done on a "force-account" basis will be paid for in the following manner:

(a) For all labor, teams, and foremen in direct charge of the specific operation, the Contractor shall receive the current local rate of wage, to be agreed upon in writing before starting such work, for each and every hour that said labor, teams and foremen are actually engaged in such work, to which shall be added an amount equal to fifteen per centum (15%) of the sum thereof.

(b) For all materials used, the Contractor shall receive the actual cost of such materials including freight charges, as shown by original receipted bills, to which cost shall be added a sum equal to fifteen per centum (15%) thereof.

(c) For any machinery or equipment, including fuel and lubricants, which it may be deemed necessary or desirable to use, the Engineer shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for each and every hour that said machinery or equipment is in use on such work and to which sum no percentage shall be added.

The compensation as herein provided shall be received by the Contractor as payment in full for extra work done on a "force-account" basis, and shall include superintendence, use of small tools and equipment for which no rental is allowed, and profit. The Contractor's representative and the Inspector shall compare records of extra work done on a "force-account" basis at the end of each day. All claims for extra work done on a force-account basis shall be submitted to the Engineer, by the Contractor, upon certified triplicate statements to which shall be attached original receipted bills covering the cost of, and the freight charges on all materials used in such work, and said statements shall be filed not later than the tenth (10) day of the month following that in which the work was actually performed, and shall include all labor charges, etc., and material charges insofar as they can be verified. Should the Contractor refuse or fail to prosecute the work as directed or to submit his claim as required, then the Commissioners may withhold payment of all estimates until the Contractor's refusal or failure is eliminated.

26. PROSECUTION OF WORK. The Contractor shall begin the work on such date as the Engineer shall notify him to proceed. Commencement of work by the Contractor shall be deemed and taken as a waiver of this notice on his part. The work shall be prosecuted as set forth in the "Special Provisions" or as may be directed, and shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time set forth in the contract. Should the prosecution of work for any reason be discontinued by the Contractor, with the consent of the Engineer, he shall notify the Engineer at least twenty-four (24) hours before resuming operations.

27. CHARACTER OF WORKMEN AND EQUIPMENT. The Contractor shall employ such superintendents, foremen and workmen as are careful and competent, and the Engineer may demand the dismissal of any person or persons employed by the Contractor in, about or upon the work who shall misconduct himself or be incompetent or negligent in the due and proper performance of his or their duties or any of them, or neglects or refuses to comply with the directions given, and such person or persons shall not be employed again thereon without the written consent of the Engineer. Should the Contractor continue to employ or again employ such person or persons, the Commissioners may withhold all estimates, which are or may become due, or the Engineer may suspend the work, until such orders are complied with. The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. Equipment used on any portion of the work shall be such that no injury to adjacent property or highways will result from its use.

28. LAWS TO BE OBSERVED. The Contractor at all times shall observe and comply with all Federal and State laws and Local by-laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the County and all its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, by-laws, ordinance, regulation, order or decree, whether by himself or his employees.

29. BARRICADES, DANGER, WARNING AND DETOUR SIGNS. The Contractor shall erect and maintain at closures and intersections all necessary barricades, suitable and sufficient red lights, danger signals, warning signs and detour signs; provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset until sunrise. Detour signs will be furnished by the County, and all other signs etc., shall be provided by the Contractor. All requirements of the "Special Provisions" in reference to any special methods of handling traffic shall be complied with satisfactorily.

30. RESPONSIBILITY FOR DAMAGE CLAIMS, ETC. The Contractor shall indemnify and save harmless the County Commissioners and all of its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the work, or through the use of unacceptable materials in constructing the bridge, or by or on account of any act or omission, neglect or misconduct of the said Contractor, or by or account of any claims or amounts recovered for any infringement of patent, trade-mark or copyright, or from any claims or amounts arising or recovered under the "Workmen's Compensation Law, or any other law, by-law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract, as shall be considered necessary by the Commissioner, may be retained for the use of the County, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims, for injuries or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Commissioners.

31. CONTRACTORS RESPONSIBILITY FOR WORK. Until acceptance of the bridge by the Commissioners, it shall be under the charge and care of the Contractor, and he shall take every necessary precaution against injury or damage to the bridge or to any part thereof by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damages to any portion of the bridge occasioned by any of the above causes before its completion and acceptance.

32. AUTHORITY AND DUTIES OF INSPECTORS. Inspectors, employed by the County Commissioners, shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation or manufacture of the materials to be used.

An Inspector shall be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is being performed; also to report whenever it appears that the materials furnished and work performed by the Contractor fail to fulfill the requirements of the specifications and contract, and to call to the attention of the Contractor any such failure or other infringement, and such inspection, however, shall not relieve the Contractor from any obligation to perform all of the work strictly in accordance with the requirements of the specifications. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to, and decide by the Engineer. The Inspector shall perform such other duties as are assigned to him. He shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, nor to approve or accept any portion of work, nor to issue instructions contrary to the plans and specifications. The Inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the Inspector may give the Contractor shall in no wise be construed as binding the Engineer nor the County Commissioners in any way, nor releasing the Contractor from the fulfillment of the terms of the contract.

33. ENGINEER TO BE REFEREE. To prevent misunderstanding and litigation, the Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and the work performed and as to the manner of performance and rate of progress of said work, and shall decide all questions which may arise as to the interpretation of any or all plans relating to the work and of the specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and the Engineer shall determine the amount and quantity of the several kinds of work performed and materials furnished which are to be paid for under the contract, and such decision and estimate shall be final and conclusive, and such estimate in case any question shall arise, shall be a condition precedent to the right

of the Contractor to receive any money due under the contract. Any doubt as to the meanings of, or any obscurity as to the wording of these specifications and contract will be explained by, and all directions and explanations requisite or necessary to complete, explain or make definite any of the provision of the specifications or contract and to give them due effect, will be given by the Engineer.

34. FINAL CLEANING UP OF BRIDGE SITE. Upon completion of the work and before acceptance and final payment shall be made, the Contractor shall clear the structure and site of all obstructions, remove the old bridge and any temporary structures and leave the bridge site and adjacent highway, stream and banks in a neat and presentable condition, acceptable to the County Engineer.

35. PAYMENTS. Estimate will be taken by the Engineer or the last of each month and payment of work done or completed also materials on hand shall be paid on or before the 15th, of the following month, the amount paid shall be 85% of the total estimate, there being 15% of same retained until final completion and acceptance of the County Commissioners or their authorized agent.

INSTRUCTIONS TO BIDDERS.

2. INTERPRETATION OF APPROXIMATE ESTIMATE OF QUANTITIES. The Bidder's attention is called to the fact that the estimate of quantities of work to be done and materials to be furnished under these specifications, as shown on the proposal form, is approximate and is given only as a basis of calculation upon which the award of the contract is to be made. The County Commissioners does not assume any responsibility that the quantities shall obtain strictly in the construction of the bridge, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities of the character of the work, location or other conditions pertaining thereto. The Commissioners reserves the right to increase or diminish any or all of the above-mentioned quantities of work or to omit any of them, as he may deem necessary.

3. FAMILIARITY WITH PROPOSED WORK. The Bidder is required to examine carefully the site of, and the proposal, plans, specifications and contract form for the work contemplated, and it will be assumed that he has judged for and satisfied himself as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications and contract

4. FAMILIARITY WITH LAWS, ETC. The Bidder is assumed to have made himself familiar with all Federal and State Laws and Local by-laws, ordinance and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the bridge, or in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of the ignorance thereof. If the Bidder or Contractor shall discover any provision in the plans, specifications or contract which is contrary to or inconsistent with any such law, by-law, ordinance or regulation he shall forthwith report it to the Commissioners in writing.

5. CONTENTS OF PROPOSAL FORMS. The Bidder will be furnished by the County Engineer with proposal forms which will state the location and description of the bridge to be constructed and which will show the approximate

estimate of the various quantities of work to be performed and materials to be furnished, the time in which the work must be completed, the amount of the "Proposal Guaranty" (which must accompany the proposal) and the date and time of the opening of proposals. It will also state any special provisions or requirements which vary from, or are not contained in the standard specifications. All papers bound with or attached to the proposal forms are a necessary part thereof and must not be detached.

6. INSTRUCTIONS FOR FILLING IN PROPOSAL FORM. The Bidder must submit his proposal on the forms furnished by the Engineer. The blank spaces in the proposals must be filled in correctly, where indicated for each and every item for which a quantity is given, and the Bidder must state the price (written in ink, in words and numerals) for which he proposes to do each item of the work contemplated.

7. SIGNATURES ON PROPOSALS. The Bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post-office address must be shown. If made by a firm or partnership, the name and post-office address of each member of the firm or partnership must be shown. If made by a corporation, the person signing the proposal must show the name of the State under the laws of which the corporation was chartered and the names, titles and business address of the President, Secretary, and Treasurer.

8. IRREGULAR PROPOSALS. Proposals will be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids, or irregularities of any kind.

9. GUARANTY TO ACCOMPANY PROPOSAL. No proposal will be considered unless accompanied by a "proposal guaranty," of the character and amount indicated in the proposal form, made payable to the County Commissioners, of Cambria County, Pennsylvania.

10. DELIVERY OF PROPOSALS. Each proposal must be submitted in an envelope with the proposal form. The blank spaces on the envelope must be marked so as to indicate its contents clearly.

It shall be delivered at the office of the Commissioners. Proposals will be received until noon (12m.) Wednesday, November 3rd, 1920.

11. OPENING OF PROPOSALS. Proposals will be opened publicly and read at noon (12m.) in the Commissioners Office of Cambria County, Ebensburg Pennsylvania. Bidders or their authorized agents are invited to be present.

12. DISQUALIFICATION OF BIDDERS. More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any Bidder is interested in more than proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected. No contract will be awarded except to responsible bidders capable of performing the class of work contemplated; and if so requested by the Commissioners the Bidder shall furnish a complete statement of his experience and of the amount of capital and equipment available for the proposed work.

13. MATERIAL SAMPLES. Before any contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the bridge, together with samples, which samples may be subject to the tests provided for in these specifications to determine their quality and fitness for the work.

14. RIGHT TO REJECT PROPOSALS. The Commissioners reserves ^{to} ~~themselves~~ the right to reject any or all proposals and to waive technicalities, as they may deem best for the interests of the County.

15. AWARD OF CONTRACT. All contracts will be awarded by the Commissioners at Ebensburg, Cambria County, Pennsylvania, to the lowest responsible Bidder, within thirty (30) days from the date of the opening of proposals.

16. RETURN OF PROPOSAL GUARANTY. All "proposal guaranties," except that of the successful Bidder, will be returned within three (3) days following the award of the contract. When the award is deferred for a period of time longer than ten (10) days after the opening of the proposals, all guaranties except those of the three (3) lowest bidders will be returned. Should no award be made within thirty (30) days, all proposals will be rejected and all guaranties returned.

17. CONTRACT BOND REQUIRED. The successful Bidder, at the time of the execution of the Contract, must deposit, with the Commissioners, security in a sum equal to fifty (50) per centum of the amount of the contract award. The form of bond shall be that approved by the Commissioners.

18. FAILURE TO EXECUTE CONTRACT. Failure to comply with any of the requirements of these specifications and contract, or failure to enter security in a sum equal to fifty (50) per centum of the amount of the award or to execute the contract within ten (10) days, as specified, shall be just cause for the annulment of the award, or of the contract if executed, and it is understood by the Bidder, in the event of the annulment of the award, or of the contract, that the amount of the guaranty deposited with the proposal shall be forfeited to the use of the County, not as a penalty but as liquidated damages.

19. SUBLETTING OR ASSIGNING OF CONTRACT. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation, without the written consent of the Commissioners.

SPECIFICATIONS.

The work to be done under the Contract shall consist of removing any existing structure or part of the original structure and pile the material neatly on the Bank, subject to the direction of the County Commissioners, or their agent, and to construct a temporary bridge upon the abutments now in place as shown on the plan attached.

The work herein described is to be complete in every detail, notwithstanding that every item necessarily involved is not particularly mentioned unless hereinafter expressly stipulated to the contrary, and whenever any feature of the work is not expressly set forth in these specifications the same shall be governed by the rules, of the best modern practice. The Contractor for all or any part will furnish all labor, materials, tools, transportation and necessary supplies, such as may be reasonably required under the terms of this contract to make each part complete. Any deviation from these requirements must be stipulated in the contract.

DESCRIPTION. This temporary bridge shall be built of good sound seasoned hemlock or some other species of hard wood, the bottom cords of the truss to be built up of two by twelve inch plank into one continuous beam, the said laminated pieces to be broken so that two or more joints will be opposite each other. The same to be well spiked with sixty d. nails and bolted at intervals not exceeding six feet, said bolts to be not less than one-half inch material and to be fitted with cast-iron washers and nuts. The construction of the top cord and patten posts, and inner braces to be constructed in the same manner as described for the bottom cord. The ends of the bottom posts to be secured with one $7/8$ " Iron Bolt fitted with washers and plates as shown on plan. The center and pannel rods to be made of $1\frac{1}{2}$ " round Iron and to be fitted with cast angle washers on the top cord and plate on the bottom cord.

The struts or cross beams to be 12" wide and to be built up to such a height that will carry the stringer to the required elevation.

The stringers to be 2 x 12 inch material spiked together and placed on the struts so that the ends will either butt, or over-lap, the stringer to be placed on centers not exceeding 14 inches and to extend from the back wall of the bridge seat on one side to the same on the other.

The floor to be constructed of two layers of two inch material, the first to be placed on stringers at right angles, to the truss and the top or finished floor to be the same width and laid parallel with the truss, and well spiked leaving no high or low joints.

GUARD RAIL. The guard rail to be constructed at the approach and between the new and old structure to be built of six inch posts when possible, and to support a 4" x 4" top rail, which shall be counter sunk into the top of the post one-half the thickness of same and set diagonally, the center rail to be of 2 x 6" material well spiked to the above mentioned posts.

PROPOSAL.

Bid Of South Fork Lumber Co
 ADDRESS South Fork Pa
 STATE Penn

For the construction of a temporary bridge to be built over South Fork Creek, between Adams and Croyle Townships at a point known as Lamb's Bridge on the State Highway Route No. 276, Cambria County, Pa.

To The Board Of County Commissioners Of Cambria County, Pa.

Gentlemen:-

In accordance with the invitation of your board requesting proposals, we propose to furnish all the labor and materials necessary for clearing the site of any existing structure or obstruction and to erect or construct, complete ready for travel a temporary bridge as shown on the plan and described in the specifications. The estimate of quantities of which are given on the above mentioned plan, and which we understand are subject to change to actual quantities, as follows:-

ITEM NOS.	APPROXIMATE QUANTITIES.	ITEMS AND UNIT PRICES BID	UNIT PRICE		AMTS.	
			DOLS.	CTS.	DOLS.	CTS.
1.		Clearing site for erecting new bridge.			45.	00
2.	10,000	B F of hemlock & Hardwood lumber			792.	00
3.	6	1 1/2 Inch bolts with washers for pannel supports				
4.	4	7/8" Bolts with washers for Batter Posts				
5.	40	1/2" Bolts with washers for Stiffening structure			110.	00
6.		Nails and other material necessary			53.	00
7.		Labor for completing same			400.	00
TOTAL -						\$ 1400. 00

I further propose to have the above work finished and ready for acceptance not later than 20 days from the signing of this Contract.

Date Nov 2nd 1920.

South Fork Lumber Co
W. H. Kelley

ARTICLE OF AGREEMENT.

This Agreement, made this 2nd day of Nov A. D. 1920,
between the County of Cambria, by its Commissioners, T. Stanton Davis,
Dwight Roberts, and Harry B. Heffley, known as the County, party of the
first part, and Lawrence Frank Lumber Co

~~his~~

(their) heirs, executors, administrators, successors, or assigns, known
as the Contractor, party of the second part.

Dollars
of Fourteen Hundred (\$1400.00)

WITNESSETH:- That for and in consideration of the payments/and agreements
mentioned in the proposal hereto attached, to be made and performed by
the County, and according to the terms expressed in the bonds referring to
these presents, the Contractor agrees with the County, at his own proper
cost and expense to do the proposed work, and to furnish all materials and
specifications appertaining to said work, and in full compliance with this
agreement and the orders of the Engineer under it. It is agreed that the
plans and specifications appertaining hereto, each which have been signed
by the respective parties of the agreement, as well as the bonds and
proposals hereto attached are all essential documents of this agreement
and form part hereof.

The Contractor further covenants and agrees that all and every of the said
materials shall be furnished and delivered and all and every of the said
labor shall be done and performed in every respect, to the satisfaction and
approval of the Engineer and the County Commissioners, on or before the
expiration of 20-days from the date of this contract unless extended
as provided in the specifications.

And it is expressly understood and agreed, by and between the parties to
this Agreement that, if the Contractor shall become insolvent, or commit
any act of bankruptcy or insolvency, or allow any final judgment to stand
against him unsatisfied for a period of forty-eight hours, or shall make
any assignment for the benefit or creditors, or if, in the opinion of the
Engineer, the Contractor, shall be prosecuting the said work with an

insufficient supply of materials, for the prompt completion of said work or shall neglect or refuse to supply acceptance materials or work, or shall neglect or refuse to remove such materials or to perform anew such labor as shall be rejected by the Engineer as defective or unsuitable, then in any such case it shall be lawful for the said Engineer, and he is hereby authorized and empowered to employ such other Builders, or use such methods in his opinion shall be required for the proper completion of said work at the cost and expense of said Contractor. In any such case all payments to the Contractor under this contract shall cease and all moneys otherwise due, or to become due, shall be retained by the County and so much thereof as required shall be applied to payment of the costs and expenditures incurred in making good the default of the Contractor, and the balance, if any, shall be paid to the Contractor in accordance with the terms hereof.

In case any question or dispute arises between the parties hereto in relation to the plans, drawings, description, specifications and general provisions, or to the terms of this Contract respecting the quality, quantity or value of the work or labor done, or the materials furnished, or to be done or furnished, or any of the terms, stipulations, covenants, and agreements contained herein, or respecting any claims for extra work, or respecting any matter pertaining to this contract, or any part of the same, or any dispute arising thereof, said questions shall be referred to the Engineer, whose decision thereon, when approved by the County Commissioners and the County Solicitor, shall be final, binding and conclusive upon all parties without exception or appeal; and all right or rights of any action at law or in equity under and by virtue of this contract, and all matters connected with it and relative to the same, are hereby expressly waived by the Contractor.

It is also understood and agreed that if the Contractor should fail to make settlement with laborers or material men promptly when any payments or wages are due them, the County shall have the right to make payment therefore of the

moneys so due, and any amounts so paid shall be deemed and considered as payments to the Contractor on his contract, and the County shall not again be liable therefor.

No extra work other than that particularly designated in the Specifications nor any deviations from the plans shall be done or permitted by the Contractor without the written consent thereto to the Engineer, first had and obtained, and any extras or alterations otherwise effected shall be wholly at the risk and expense of the Contractor.

The Contractor further agrees to save harmless and to protect the County from all suits, or actions and from infringements of patents whether granted or applied for, on any device or method used in connection with the structure referred to and shall, if required show evidence of settlement with patentee, before final payment is made by the County.

And it is further expressly understood and agreed that during the progress of said work the Contractor shall properly safeguard against any injury or damage to the public, and shall alone be responsible for any such damage or injury resulting from said work, to any person or persons or anything connected therewith.

And it is further expressly agreed between the parties hereto that the Contractor will protect his men with suitable compensation insurance in accordance with the Act of Assembly approved June 2, 1915, P.L. 1915, Pages 862-771, and will save the County harmless from all claims or actions at law, arising therefrom.

Wherever throughout this contract the word Engineer is used, it mutually understood that H. F. Dorr, County Engineer, of Ebensburg, Pa., is thereby intended.

This contract shall not go into effect until it and the bond accompanied shall be approved by the County Commissioners, of Cambria County, whereupon it shall at once become operative.

In Witness Whereof the parties hereto have set their hands and seals on the date herein mentioned.

County of Cambria
By

Stanton
Wright Roberts
H. B. Hefley
Commissioners.
South Park Lumber Co

SEAL

Attest:-

James McQueen
Chief Clerk

SEALS:

Nov 23/1920

Minnie Jarvis
Notary Public

WITNESS:

White

W. Stricker

Now _____, 1920, the foregoing contract is hereby approved

By the Court

*I have by approval of the above
plans specifications & contract*

President Judge.

*A. L. Don Eigs.
of record of contract approved
Walter Jones
Control*

which the Contractor is liable, then this obligation shall be void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

The said Scotty Hook Lumber Co principal, and
the said WILLIAM FOX surety, have duly executed this
bond, under seal and duly delivered the same this 20
day of Nov 1920.

Scotty Hook Lumber Co (SEAL)
Contractor.

SURETY:-

Scotty Hook Lumber Co
William Fox

Witness present:

W. Estlin

Spencer Court

Plans and Specifications,
award of Contractor, Contract
and Bond.

7-1 June 1920

For the erection and construction of a Temporary Bridge, to be built over the South Fork Creek, between Adams and Croyle Townships, Cambria County, Pennsylvania, known as Lambs Bridge.

Filed 6 December 1920

December 6th
NOV ~~NOVEMBER~~ 1920,
the within Plans and Specifications, Contract and Bond are approved.

Edith [Signature]

Marshall [Signature]

Recd. 1 July. 1909

Lat. Micropelmed

