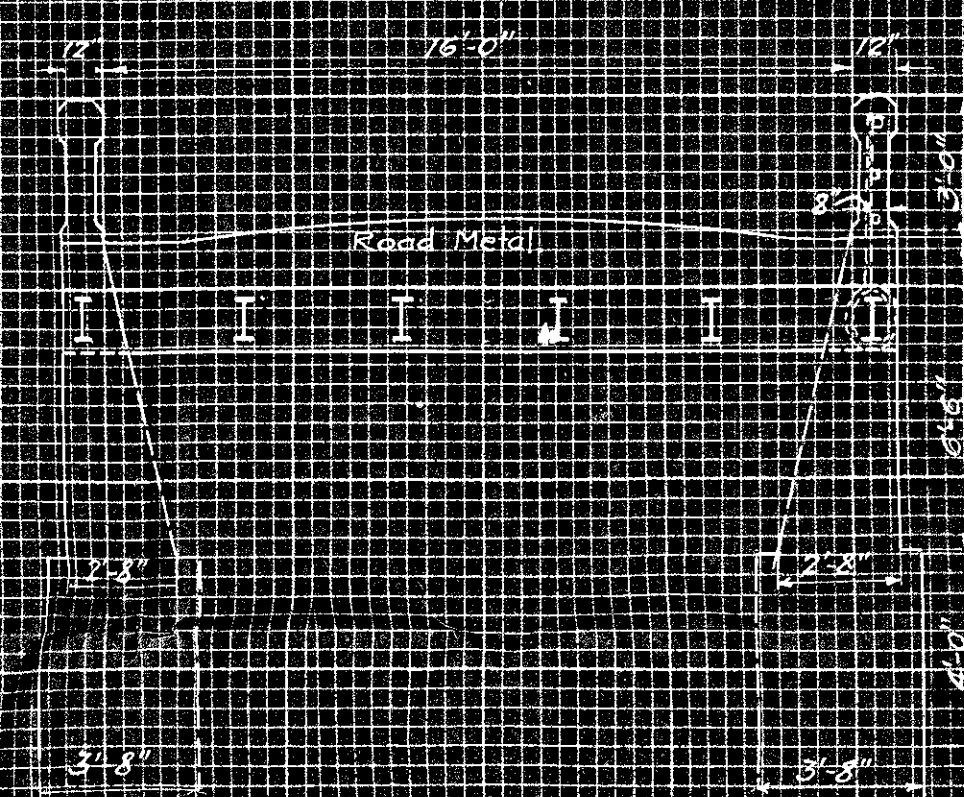
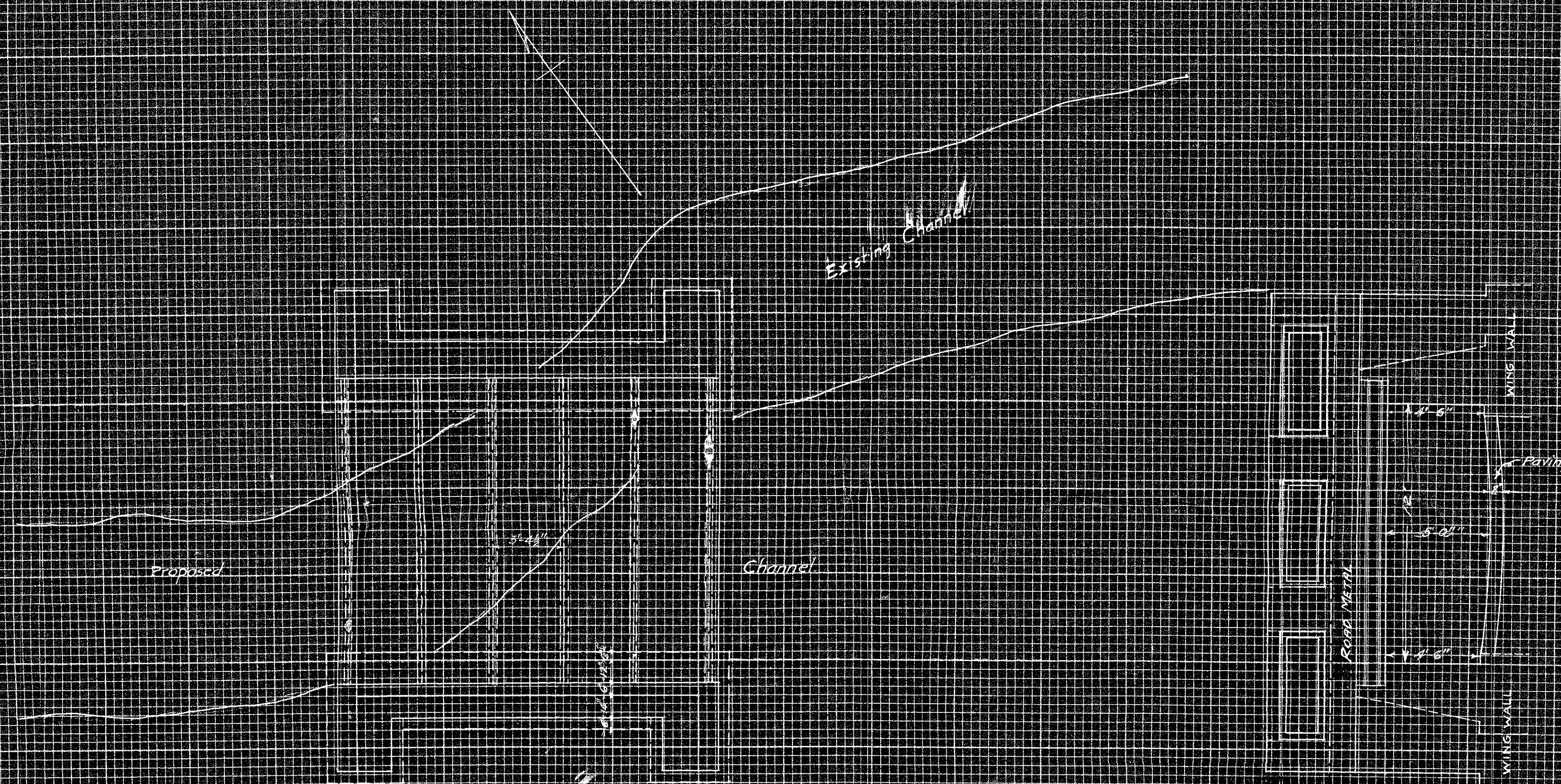


Rat Microfilmed

RD #5

Sept. 1911



MATERIAL ESTIMATE

EXCAVATION	Bridge only	120 cu yds
	Channel Change	120 "
	Total	240 cu yds
SQUARE REINFORCING RODS		
	3/4" Rods - 228 lbf	436 #
10 I BEAMS	6-25# - 14' long	2000 "
EXPANDED METAL	320 sq ft 3-8-30	410 "
FOUNDER CONCRETE		
	Footings	11.0 cu yds
	Abutments and Wing Walls	23.0 "
	Total	34.0 cu yds
12-0 CONCRETE		
	Parapet	4.0 cu yds
	Flar. and T. beam	11.0 "
	Total	15.0 cu yds

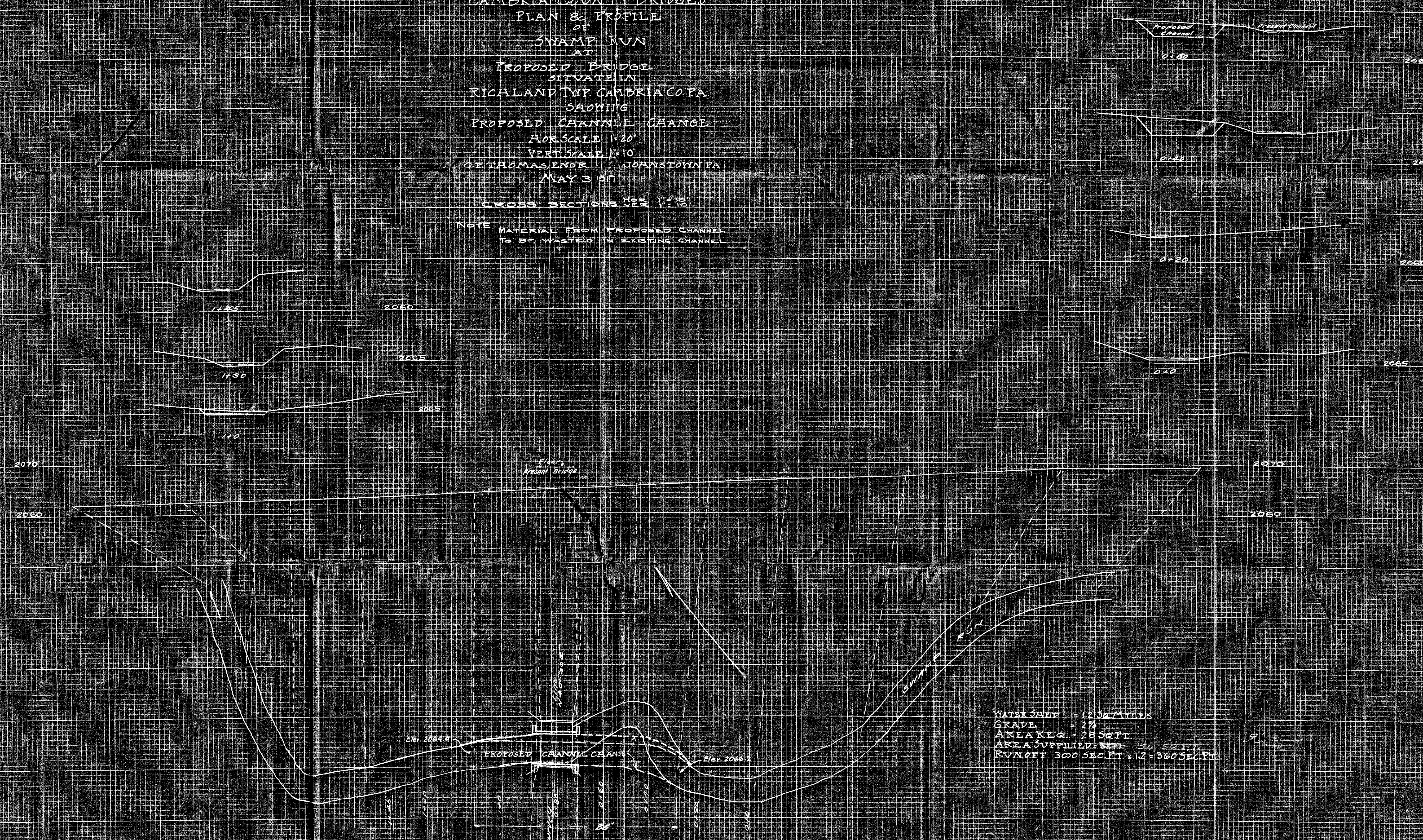
PLAN
FOR
COUNTY BRIDGE
OVER
SWAMP RUN
SITUATE IN
RICHLAND TWP GAMBRIA CO PA
DESIGNED MAY 2, 1917
BY
O. B. THOMAS, CE JOHNSTOWN, PA
FOR
THE BOARD OF COMMISSIONERS OF GAMBRIA CO.
T. STANTON DAVIS
EMANUEL BAUMGARDNER
HARRY B. HEELEY

CAMBRIA COUNTY BRIDGES
 PLAN & PROFILE
 OF
 SWAMP RUN
 AT

PROPOSED BRIDGE
 SITUATED IN
 RICHLAND TWP CAMBRIA CO PA
 SHOWING
 PROPOSED CHANNEL CHANGE
 HOR SCALE 1"=20'
 VERT SCALE 1"=10'
 O. E. THOMAS, ENGR JOHNSTOWN PA
 MAY 3 1917

CROSS SECTIONS VER 1"=10'

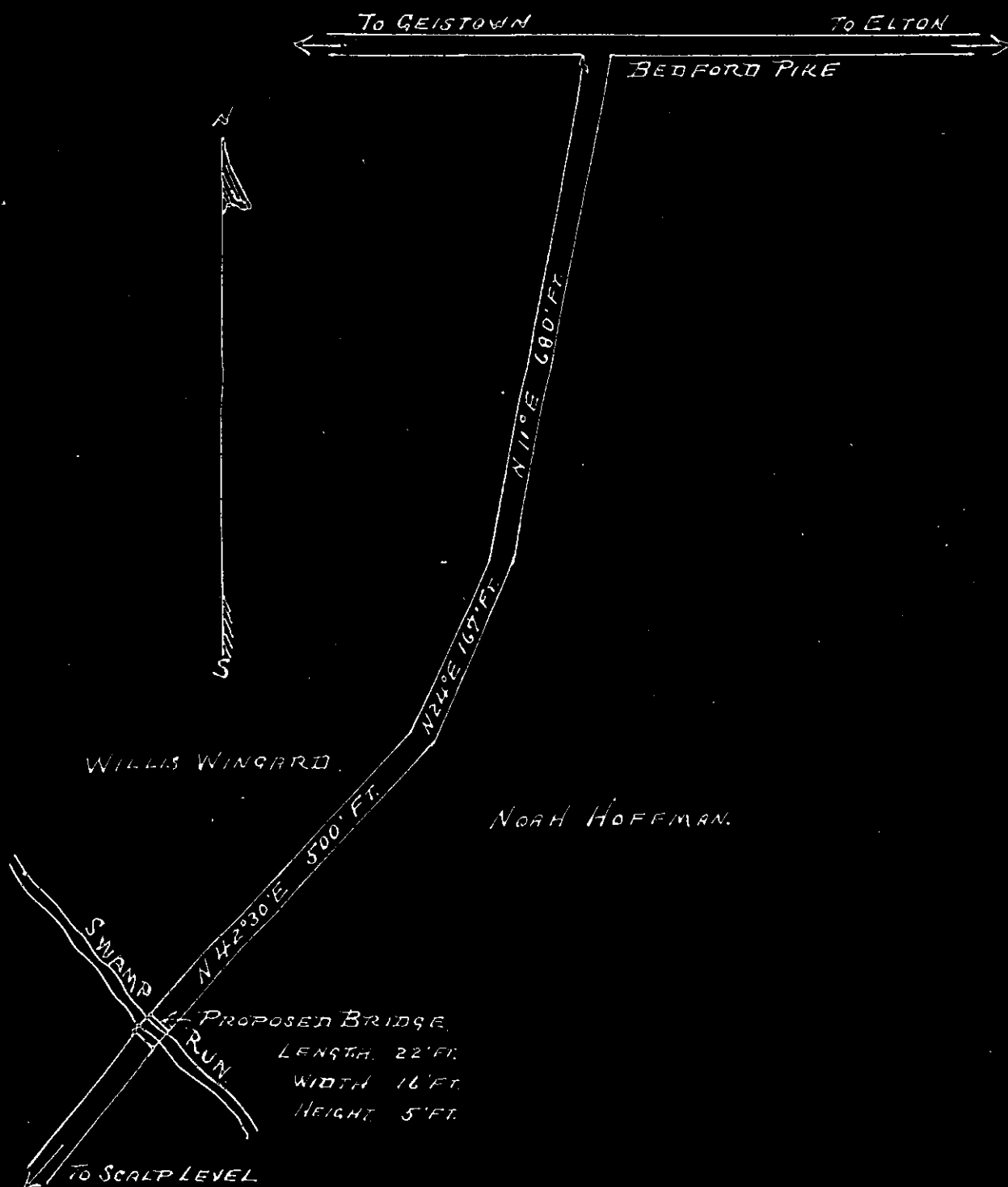
NOTE MATERIAL FROM PROPOSED CHANNEL
 TO BE WASTED IN EXISTING CHANNEL



WATER SHED = 1200 ACRES
 GRADE = 2%
 AREA REG. = 2850 SQ. FT.
 AREA SUPPLIED = 5400 SQ. FT.
 RUN OFF 3000 SEC. FT. x 1.2 = 3600 SEC. FT.

R. B. 5 Sept. 1911

Not Microfilmed



MAP OF
 PROPOSED COUNTY BRIDGE
 SITUATE IN
 RICHLAND TWP. CAMBRIA CO., PA.
 Scale 1" = 200' Viewed Nov. 22, 1911.

Viewers appointed upon an order of the
 Court of Quarter Sessions dated Oct. 17, 1911

A. M. SHOEMAKER.
 P. F. CAMPBELL.
 JOHN L. SINGER.

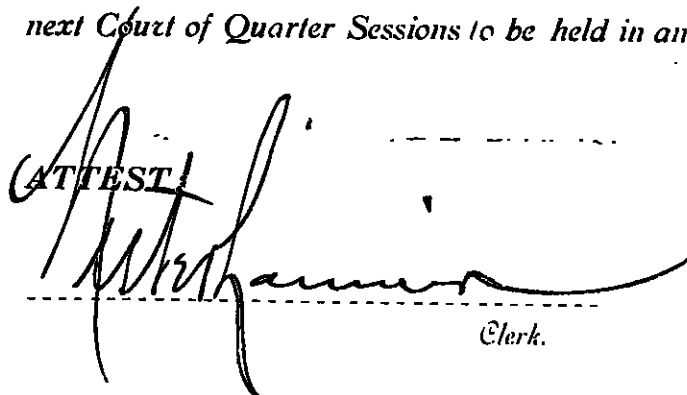
To the Honorable the Judge of the Court of Common Pleas of
the County of Cambria, now holding a Court of Quarter Ses-
sions of the Peace in and for said County.

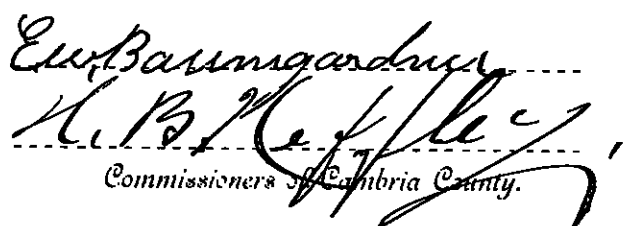
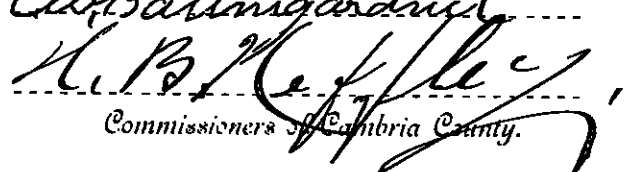
**THE PETITION OF THE COMMISSIONERS OF THE COUNTY OF
CAMBRIA RESPECTFULLY REPRESENTS:**

That it having appeared to the Court, to the Grand Jury, and the Commissioners of
the said County, that a bridge over SWAMP RUN ~~Creek,~~
at the place where a public highway ~~from~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ crosses the said Creek, in the Township of
RICHLAND ~~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 CHARLES SHENKENMEYER & SONS, of JOHNSTOWN, PENNSYLVANIA,
for the building of the ~~substructure~~ ^{said Bridge} for the sum of \$1557.00 Fifteen ~~thousand~~
Hundred fifty-seven Dollars ~~and no more~~,
~~for the building of the superstructure for the sum of \$~~ ~~and no more~~; and that
the said bridge is now completed agreeably to the said contract.

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


Clerk.


Stanton Davis

E. B. Baumgardner

H. B. McFleary
Commissioners of Cambria County.

PETITION

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

SWAMP RUN ~~CRK~~, in
RICHLAND Township.

And now Nov. 13 A. D. 1917,
the within petition read and consider-
ed and the following persons ap-
pointed Inspectors:

Oscar Crozier
J. A. Beung and
Levi Stiering and
Wm. J. Hoffman
Jacob Cavanaugh
Ed. Leung and

To make report to the next Court of
Quarter Sessions.

Wm. J. Beung and

Walter Jones,
Attorney.

Filed *13 November* 1917.
F. B. Robt. Clerk

2 - *Friday*.

Commonwealth of Pennsylvania, }
County of Cambria. } ss

At a Court of Quarter Sessions of the Peace of the County of Cambria held at Ebensburg, in the said County, on the.....17th,.....day of..October.....A. D. 1901 , before the Honorable Judge of the said Court: Upon the petition of divers inhabitants of the Township of Richland...TOWNSHIP....., in the said County, setting forth that they labor under inconvenience for want of a....bridge...over Swamp Run.....old highway, to lead from in said Township of Richland, Cambria County, Pennsylvania, at a point where the said Run crosses the Public Road known as the Scalp Level Road leading from Bedford Road to the former Scalp Level Turnpike, yet a public highway, about one-eighth of a mile from Bedford Road opposite the land of Noah J. Hoffman on one side and Willis Wingard on the other side, and that the expense of erecting said bridge is more than the Township could reasonably bear.....Wherefore petitioners pray for Viewers to view the place proposed and inquire whether such bridge is necessary and make report the next term.....

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 A. M. Shoemaker.....surveyor, and P. F. Campbell and John L. Singer.....bridge

viewers, to view the ground 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, 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, 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.

Nov ^{Mich 6} ~~1913~~ ¹⁹¹³ the Grand Jury approving
 within mentioned bridge, at County Expense.
~~Reckless to pay any amount of~~ Roberts
 Nov Mich 6, 1913 also recommending
 is hereby concerned in By the Court

NO. 5		Sept. SESSION, 1911.	
Order to view			
County Bridge over Swamp			
Run in Richmond Town.			
Cambria County, Pa.			
View 4 Decembris 1911 in open court.			
A. M. Shoemaker P. F. Campbell John L. Singer			
Viewers			
Clerk Kirkhead		90 cts.	
Graer			

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, 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 best ground for a road, they shall proceed to lay out the same, having respect to the shortest distance, and the occasion for a road, they shall proceed to lay out the same, having respect to the shortest distance, 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 decline of the road may be preserved within that limit."

R E P O R T O F V I E W E R S .

TO THE HONORABLE FRANCIS J. O'CONNOR, PRESIDENT JUDGE OF
THE COURT OF QUARTER SESSIONS OF CAMBRIA COUNTY, PENNSYLVANIA:

We, the undersigned, members of the Board of Viewers, appointed by your Honorable Court to view the site proposed for the erection of a new bridge over Swamp Run in the Township of Richland, Cambria County, Pa. at a point where said run is crossed by the public road known as Scalp Level Road, leading from Bedford Road to the former Scalp Level turnpike as shown by attached order respectfully report:

That after having given due public notice of the view and of the time and place of meeting of the Viewers, by printed hand bills posted in public and conspicuous places at and near the site of the proposed new bridge and notice having been served on the County Commissioners; all of us met at the site of the said bridge in accordance with the notice given, and having been first duly qualified according to law to faithfully perform all the duties of our said appointment; we viewed the premises aforesaid and are of opinion that a new and more permanent bridge over Swamp Run at the point noted, in said Township of Richland, is necessary, and that the erection of said bridge would be burdensome on the inhabitants of the said Township and attended with more expense than is reasonable they should be required to bear.

Further we beg leave to suggest that the new bridge be raised at least two feet higher than the present old bridge and be of the length and width as indicated on the plot or draft hereto attached and made a part of this report, and returned herewith for public use.

Witness our hands this twenty-second day of November A. D. 1911.

A.M. Shoemaker...

P. F. Campbell...

John L. Singer...

VIEWS.

Costs of View-

A.M. Shoemaker	2 1/2 days	\$12.50
Expenses		4.05
P. F. Campbell	2 "	10.00
Expenses		4.25
John L. Singer	1 "	5.00
Expenses		3.50

BRIDGE NOTICE!

Notice is hereby given that the Viewers appointed by the Court of Quarter Sessions to view the

site for a bridge over Swamp Run in Richland Township, at a point where said run crosses the public road known as Scalp Level Road, leading from the Bedford Road to the former Scalp Level Turnpike, about $\frac{1}{8}$ of a mile from Bedford Road, opposite the land of Noah G. Hoffman on one side and Willis Wirlgard on the other side will meet at the site of said bridge in the Township of Richland aforesaid, on the 22nd day of November 1911, at 11:00 o'clock A.M., for the purpose of viewing said ground.

W M Shoemaker

P F Campbell

John L. Singer

Viewers.

Nov 10th 1911

Now Nov. 10th 1911, service of the
within notice accepted for
the County Commissioners,

L. L. Loyell

clerk.

BRIDGE NOTICE!

Notice is hereby given that the Viewers appointed by the Court of Quarter Sessions to view the site for a bridge over Swamp Run, in Richland township, at the point where said run crosses the public road known as the Scalp Level Road, leading from the Bedford Road to the former Scalp Level Turnpike, about one-eighth of a mile from Bedford Road; opposite the land of Noah J. Hoffman on one side and Willis Wingard on the other side:

will meet at the site of said bridge, in the Township of Richland aforesaid, on the 22nd day of November 1911, at 11:00 o'clock A.M., for the purpose of viewing said ground.

P. F. Campbell

A. M. Shoemaker

John L. Singer

Viewers.

Nov 10th 1911

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

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

The petition of the undersigned inhabitants of Richland Township respectfully represents, that the necessity for a bridge over Swamp Run in said Township of Richland, Cambria County, Pennsylvania, exists at a point where the said Run crosses the Public Road known as the Scalp Level Road leading from Bedford Road to the former Scalp Level Turnpike, yet a public highway, about one-eighth of a mile from Bedford Road opposite the land of Noah J. Hoffman on one side and Willis Wingard on the other side, and that the expense of erecting said bridge is more than the township could reasonably bear. Wherefore petitioners pray for Viewers to view the place proposed and inquire whether such bridge is necessary and make report the next term.

Noah J. Hoffman

Alex. R. Miller

L. P. Wingard

Josiah Wingard

J. A. Brungardner

Wm. Tient

H. F. Smith

R. L. Wingard

F. G. Trach

Henry Leiber

J. B. Stull

Wm. Brundage

Andrew Baumgardner

Wm. Wingard

U. G. Knater

Frank H. Berkley

Chas. Shaffer

R. M. Luther

John A. Thes

Hiram Weaver

D. H. Yoder

Chas. Neatrow

St. Aaron Geis

Alexander Weaver

Stephen H. Weaver
 J. H. Miller
 J. J. Hershberger
 A. C. Miller
 Abraham Hostetter
 Harry Gillman
 G. H. Fyock
 Hiram Wingard
 J. M. Haishberger
 H. C. Hite
 Solomon Foder
 J. J. Hite

D. S. Year
 Peter Dingard
 J. L. Wingard
 J. H. Hite
 J. H. Hite
 J. H. Hite
 J. H. Hite
 J. H. Hite
 J. H. Hite
 J. H. Hite
 J. H. Hite
 J. H. Hite

necessarily and make report the next term.

Whereas to them the above proposed and indorsed petition and prayer for
 them the township could reasonably rest. Therefore petitioners pray for
 on the other side, and that the expense of creating said prayer be made
 now opposite the land of John T. Hite on one side and all the things
 thereby, let a single prayer, about one-third of a mile from Bedford
 the south river road leading from Bedford road to the former road road
 exists at a point where the said road crosses the single road known as
 Smith run in said township of Mifflin, Centre County, Pennsylvania,
 and respectfully represents that the necessity for a prayer over...

The petition of the undersigned inhabitants of Mifflin Town-

To the Honorable E. T. O'Connor, President Judge of said Court.

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

Cambria County, ss;

Personally appeared before me, the undersigned authority,
N. J. Hoffmann, one of the petitioners above
named, who, being duly affirmed, says the statements made in the
foregoing petition are true and correct.

N. J. Hoffmann

Affirmed and subscribed to before me, this 5th day of
September, A. D. 1911.

Florence M. Govier
Notary Public.

My com. expires Feby. 21, 1915.

Take Notice:- That on the ¹⁷~~14~~ day ^{Sept}~~Sept~~ of ~~September~~, 1911, at 10 o'clock, ^A~~A~~. M., there will be presented to the Court of Quarter Sessions of Cambria County, Pa., a petition for a County Bridge as follows: Over Swamp Run in the Township of Richland, Cambria County, Pa., at a point where the said Run crosses the Public Road known as the Scalp Level Road leading from Bedford Road to the former Scalp Level Turnpike, yet a public highway, about one-eighth of a mile from Bedford Road opposite the land of Noah J. Hoffman on one side and Willis Wingard on the other side.

We, the undersigned Supervisors of Richland Township, Cambria County, Pa., hereby accept service of the notice of the intention to present the foregoing petition for a County Bridge in said township.

Noah J. Hoffman
Andrew Wingardner
Chas. Shaffer
Supervisors of Richland Township.

Take Notice:- That on the Third ^{17 Aug Oct} ~~Monday~~ of September, 1911, at 10³⁰ o'clock, A. M., there will be presented to the Court of Quarter Sessions of Cambria County, Pa., a petition for a County Bridge as follows: Over Swamp Run in the Township of Richland, Cambria County, Pa., at a point where the said Run crosses the Public Road known as the Scalp Level Road leading from Bedford Road to the former Scalp Level Turnpike, yet a public highway, about one-eighth of a mile from Bedford Road opposite the land of Noah J. Hoffman on one side and Willis Wingard on the other side.

We, the undersigned Commissioners of Cambria County, hereby accept service of the notice of the intention to present the foregoing petition for a County Bridge in said township.

L. E. Lyell
For
Commissioners of Cambria County.

5 Sept Sessions 1911 P.D.
In the Court of Quarter Sessions of Cambria County, Pa.

Petition for a County Bridge over Swamp Run in Richland Township, Cambria Co., Pa.

Filed 17 Oct 1911

Decd Nov 17-1911
within petition was read
upon consideration thereof
Court do appoint
J.D. Campbell & M.
Shoremaster & J.W. L. Linton
viewers to view said
precinct and make report
thereon according to law
CHAS. C. GREER
LAWYER
JOHNSTOWN, PA.

IN THE COURT OF QUARTER SESSIONS OF CAMBRIA COUNTY, PENNSYLVANIA.

No 5 September Sessions, 1911, Road Docket
In re Petition of the Commissioners of Cambria County for the
Appointment of Inspectors for the Bridge over Swamp Run in Richland Twp.

And now, Nov. A.D. 1917, the within petition read and considered and the following persons are appointed inspectors: Dennis Cronin, J. A. Baumgardner, Levi P. Wingard, N. J. Hoffman, Jacob Cavanaugh, Ed. Levergood, to make report to next Court of Quarter Sessions.

By the Court.

Extract from the Record.

Certified this 13th day of November, 1917.

Frank L. Robb

Clerk

In re County Bridge over
Swamp Run in Richland Town-
ship, Cambria County,
Pennsylvania.

No. 5, September Sessions, 1911.
Road Docket.

In the Court of Quarter Sessions
of Cambria County.

TO THE HONORABLE JUDGES OF SAID COURT:

We, the undersigned, appointed by your Honorable Body to in-
spect the Bridge over Swamp Run in the Township of Richland, County
of Cambria and State of Pennsylvania, do respectfully report:

That having been duly sworn according to law we inspected said
bridge on the 16th day of November, A. D. 1917, and hereby
report that we find the same has been constructed in accordance with
the plans and specifications, and recommend that it be accepted by
the County and that the Contractors, Charles Shenkenmeyer & Sons,
be paid the sum of FIFTEEN HUNDRED FIFTY-SEVEN (\$1557.00) DOLLARS,
the contract price.

J. E. Brown
J. A. Bannister
L. P. Wingard
M. J. Hoffman
J. G. Cunningham
E. E. Evered
Inspectors.

In re County Bridge over
Swamp Run in Richland Town-
ship, Cambria County, Penn-
sylvania.

{ No. 5, September Sessions, 1911, R. D.
{ In the Court of Quarter Sessions of
Cambria County.

CAMBRIA COUNTY (SS:

Dennis Brown, J. A. Baumgardner, L. P. Wingard,
H. J. Hoffman, J. A. Cavanaugh and Edo. E. Leungood

Inspectors appointed to examine and report upon the above mentioned
Bridge, being duly sworn according to law, doth each depose and say
that he will perform the duties of said appointment and a true report
make to the Court to the best of his knowledge and ability.

Sworn and subscribed before me
this 16 day of November,
1917.

W. H. Hoffman
ces

14 Dennis Brown
2 J. A. Baumgardner
4 L. P. Wingard
2 H. J. Hoffman
14 J. A. Cavanaugh
14 Edo. E. Leungood

IN THE COURT OF QUARTER
SESSIONS OF CAMBRIA COUNTY.
NO. 5, Sept. Sessions, 1911.

IN RE BRIDGE OVER SWAMP
RUN IN RICHLAND TOWNSHIP,
CAMBRIA COUNTY, PENNSYLVANIA.

Filed 20 November, 1917

Within report read and
approved.

*Reuben Cass
Mortimer B. Stephens
Judge*

VIEWERS.

Dennis Cronin,	\$3.40
J. A. Baumgardner,	2.20
L. P. Wingard,	2.40
N. J. Hoffman,	2.20
J. A. Cavanaugh,	3.40
Edward Levergood,	3.40

NOV 21 1917 CERTIFIED,

NOV 21 1917 CERTIFIED

Walter Jones,
Solicitor.

The Fidelity and Casualty Company of New York

The Pioneer Bonding Company of the United States

Know all Men by These Presents:

That Chas. Schenkemeyer and Sons

of Johnstown, State of Pennsylvania

hereinafter called the Principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, hereinafter called the Surety, are held and firmly bound unto The County of Cambria

of, State of Pennsylvania,

hereinafter called the Oblige, in the sum of Fifteen hundred and fifty-seven dollars;

for the payment whereof to the Oblige the Principal bind themselves, their heirs, executors, administrators, successors, and assigns, and the Surety binds itself, its successors and assigns, firmly by these presents.

Signed, sealed, and dated this EIGHT day of August, 1917

Whereas the Principal and the Oblige have entered into a written contract, hereinafter called the Contract, for the building of a bridge over Swamp Run in Richland Township, Cambria County, Pennsylvania

dated the Eighth day of August, 1917, a copy of which is attached hereto:

Now, therefore, the condition of the foregoing obligation is such that if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of the Principal's failure to comply with any of the terms of the contract, then this obligation shall be void; otherwise it shall remain in force.

The foregoing obligation, however, is limited by the following express conditions, the performance of each of which shall be a condition precedent to any right of claim or recovery hereunder:

1. Upon the discovery by the Obligee, or by the Obligee's agent or representative, of any act or omission that shall or might involve a loss hereunder, the Obligee shall give immediate written notice thereof with the fullest information obtainable at the time to the surety at its home office.

2. If the Principal shall fail to comply with the provisions of the contract to such an extent that the contract shall be forfeited, the Surety shall have the right and opportunity to assume the remainder of the contract and at its option to perform or sublet the same.

3. In the event of any breach of the provisions of the contract, the Surety shall be subrogated to all the rights and properties of the Principal arising out of the contract. All deferred payments, and any and all moneys and properties, that are then, or that may thereafter become, due to the Principal under or by virtue of the contract shall be credited upon any claim that the Obligee may make upon the Surety.

4. Legal proceedings for recovery hereunder may not be brought unless begun within twelve months from the time of the discovery of the act or omission of the Principal on account of which claim is made: but if the Surety shall assume the performance of the contract, the period within which legal proceedings for recovery hereunder may be brought shall be deemed extended twelve months beyond the date of failure of the Surety to perform the said contract. If any limitation set forth in this condition is prohibited by the statutes of the state in which this bond is issued, the said limitation shall be considered to be amended to agree with the minimum period of limitation permitted by such statutes.

5. The Principal shall be made a party to any suit or action for recovery hereunder, and no judgment shall be rendered against the Surety in excess of the penalty of this instrument.

6. The Surety shall not be liable for any damages resulting from strikes or labor difficulties, or from mobs, riots, fire, the elements, or acts of God, or for the repair or reconstruction of any work or materials damaged or destroyed by any such causes; nor for damages for injury to person; nor for the non-performance of any guarantees of the efficiency or wearing qualities of any work done or materials furnished or the maintenance thereof or repairs thereto; nor for the furnishing of any bond or obligation other than this instrument; nor for damages caused by delay in finishing such contract in excess of ten per cent of the penalty of this instrument.

7. No change shall be made in the plans and specifications forming part of the contract that shall increase the amount to be paid to the Principal more than ten per cent of the penalty of this instrument, unless the Surety's consent thereto shall be secured in writing.

8. The Obligee shall retain such proportion as the contract specifies that the Obligee shall or may retain of the value of all work performed or materials furnished in the prosecution of the contract (but not less in any event than ten

per cent of such value) until the Principal has completely performed all the terms, covenants, and conditions of the contract to be performed by the Principal.

9. No right of action shall accrue hereunder to or for the use or benefit of any one other than the Obligee, and the Obligee's rights hereunder may not be assigned without the written consent of the Surety.

In witness whereof this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

C. S. + Son *

Chas. Schenckmeyer & Son
THE FIDELITY AND CASUALTY COMPANY
OF NEW YORK

By *Nancy A. Rhodes*
Attorney

The Fidelity and
Casualty Company
of New York

OFFICERS

ROBT. J. HILLAS, *President*
FRANK E. LAW, *Vice-Pres.*
THRO. E. GATY, *Secretary*
GEORGE W. ALLEN, *Asst. Sec'y*
C. E. SCATTERGOOD, *Asst. Sec'y*
CHAS. L. NEWMILLER, *Asst. Sec'y*
WALTER MCK. HILLAS, *Asst. Sec'y*

DIRECTORS

LEWIS L. CLARKE, *Pres. Am. Ex. Nat. Bank.*
WM. P. DIXON, - - - *Counselor-at-Law.*
ALEXANDER J. HEMPHILL, *Chairman of the*
Board of Directors, Guaranty Trust Co.
JOHN SHERMAN HOYT, - - *Manufacturer.*
GEO. E. IDE, *Pres. Home Life Insurance Co.*
WILLIAM G. LOW, - - *Counselor-at-Law.*
FRANK LYMAN, *Trustee United States Trust Co.*
WILLIAM J. MATHESON, - - *Merchant.*
WM. H. PORTER, - - - *Banker.*
ANTON A. RAVEN, *Chairman of the Board*
of Directors, Atlan. Mutual Ins. Co.
JOHN J. RIKER, - - - *Merchant.*
W. EMLIN ROOSEVELT, - - - *Banker.*
ROBT. J. HILLAS, - - - *President.*

BONDING DEPARTMENT,
WARD C. LUNT, *SUPERINTENDENT.*

HOME OFFICE

92 LIBERTY ST., NEW YORK CITY

Standard Contract Bond

No. 629199

Obligee: County of Cambria

Principal: Chas. Schenkemeyer

and Sons

Amount of bond: \$ 1557.00

Annual premium: \$ 15.57

Date of bond: August 8th, 1917

CAMBERIA COUNTY
COMMISSIONERS OFFICE

1 9 1 7

CONTRACT AND SPECIFICATIONS
FOR THE CONSTRUCTION OF A
COUNTY BRIDGE

OVER

SHARP RUN

IN

RICHLAND TOWNSHIP, CAMBERIA COUNTY, PENNA.

BY

O. F. THOMAS, CONSULTING ENGINEER.
JOHNSTOWN, PENNSYLVANIA.

PROPOSALS.

To the Board of County Commissioners,
Ebensburg, Pa.

Gentlemen:-

I heroby certify that I have personally examined the location of the work hereinafter proposed, with reference to the full extent and nature of same, and that I have carefully read and examined the drawings and specifications as well as the form of contract for same.

And having made such examinations, I hereby propose to furnish all materials and appliances, and to perform all work required for the complete construction of the proposed County Bridge, over Swamp Run in Richland Township, Cambria County, Pennsylvania, in full accordance with the plans and specifications on file for the sum of ~~Fifteen Hundred and~~.....

Fifty Seven ^{XX} 75 ^{XX} Dollars (\$1557.^{XX}₇₅.....) payable upon final acceptance of the work.

I further propose, that in case the dimensions shown on the plans are deviated from the resulting additions and deductions shall be valued as follows:

Excavation, all kinds One dollar & seventy five cents (\$1.75) pr. cu. yd.
Concrete, in place Twelve Dollars & Fifty Cents (\$12.50) pr. cu. yd.
Stone masonry, in place Ten Dollars (\$10.00) pr. cu. yd.
Reinforcing bars, in place Twelve Cents (12¢) pr. pound.
Expanding metal, in place Sixteen Cents (16¢) pr. sq. ft.
Bearing Piles Actual Cost + 15% pr. lin. ft.
Sheet piles, driven, trimmed and braced Cost + 15% pr. sq. ft.

I further propose to have the above work finished and ready for acceptance not later than Sixty (60) days from the signing of the contract. I accompany this proposal with certified check in the amount of Five Hundred (\$500.00) Dollars conditioned upon my acceptance of the contract if awarded to me.

.....July.....18..th., 1917.

.....
Bidder,

Charles Schenkmeier & Sons.....
Address.

Identified
Thomas Eager
for Cambria Co
Louis Schenkmeier
for Charles Schenkmeier & Sons

SPECIFICATIONS.

General

These specifications contemplate the entire construction and erection of the County Bridge in Richland Township, Cambria County, Pennsylvania, as specified below in accordance with the contract, drawings, specifications and proposals, and such further detail plans as may be furnished from time to time; including excavation, concreting, laying of masonry, fabrication and erection of steel, hauling of all materials, removal of surplus or waste material and the disposition of same, and all other work incident to the building of these bridges, leaving the finished structures complete, neat and ready for use.

Scope of work.

Under these specifications the contractor shall build complete the bridge contemplated in the designs. He shall, in case the condition of the stream bottom so requires, carry the excavation down to a depth satisfactory to the Engineer, or shall prepare such artificial footings as may be designed by the Engineer, all such extra work to be paid for extra as per the attached proposal. In short he shall build the said bridges with all their appertaining parts in a workmanlike manner, complete ready for use, furnishing all material, cofferdams, falsework, scaffolding, implements and labor required, and shall leave the finished structures in a neat and finished condition.

Excavation.

The contractor shall do all excavating necessary for the building of proper foundations, furnish all timber, piling, sheet-piling, bracing and shoring, etc., necessary to locate, maintain in position during construction and complete the new work. Foundations shall be excavated for, to such depths as will be necessary to secure a solid bearing, of which the Engineer shall be the judge. All excavated material shall be disposed of as directed by the Engineer. In case of foundations on rock, the rock shall be dressed level or otherwise to receive the footing course. When satisfactory foundation cannot be obtained at reasonable depth, an artificial footing shall be prepared as directed by the Engineer. In case the Engineer so considers

best, sheet piles shall be driven along the neat line of the footings and the thus formed pits drained before any concrete is placed. No extra compensation shall be allowed for such piles unless they are left in place after the structure is complete. In such case they shall be neatly trimmed 12" below mean low water, and shall be well braced with wales and stringers.

Fills.

All openings or pits about the foundations shall be filled with material excavated, or similar, and the filling left approximately to the natural form of surface now existing, all to the satisfaction of the Engineer. All fills shall be thoroughly tamped or rolled and shall consist of material approved by the Engineer, and shall be brought to the required grade in manner directed by the Engineer. Wearing surface over fills shall be a four inch layer of broken stone, well rolled or otherwise compacted. Gutters shall be placed along the sides of the wings down to the water level.

Inspection.

All work under these specifications shall be inspected by a competent inspector appointed and authorized by the County Commissioners, who shall act in conjunction with the Engineer, both of whom shall see that these specifications are complied with, but the presence of such inspector shall in no way release the contractor from any responsibility or obligation. Final inspection and acceptance shall be made by the County Commissioners and Board of Viewers as prescribed by law, in such cases.

Location.

The contractor shall accurately locate the structures both as to alignment and levels, from the contract plans, together with bench marks placed by the Engineer.

Present Structures. The present structures shall become the property of the Township and will be removed by them from the premises prior to acceptance of the work.

Concrete

No concrete shall be placed in foundation excavations unless same has been approved by the Engineer. The pits shall be drained of all water prior to depositing concrete, and no timber or other bracing used in building the dams will be permitted to project into the finished work. Concrete for footings shall be of 1-2-5 mixture and may be mixed by hand or machine as considered best; if hand mixed, the sand and cement shall be thoroughly mixed until no streaks occur, then the wetted stone shall be added and the whole mass turned over with sufficient water until every fragment of stone is thoroughly coated with the cement mortar. It shall be deposited prior to initial set and thoroughly rammed and spaded in place. The cement may be any approved brand and shall be subject to the specifications of the American Society for Testing Materials. Sand used for mortar and concrete shall be clean, coarse and gritty to the touch, samples to be submitted to the Engineer for approval before it is brought on the work.

The Blast Furnace slag used for concrete shall range in size from the maximum specified on drawings for the particular work, down to one-quarter inch. It shall be absolutely free from dust and any impurities whatsoever. The slag shall be wetted immediately before mixing with mortar. Any hard durable quality of stone or slag will be accepted, subject to the Engineer's approval. The Engineer and the Inspector have the authority to modify the proportions shown on the drawings when the size of stone or degree of fineness of sand necessitates establishment of proportions. No boulders will be permitted in this bridge.

Water

The water shall be fresh and clear, free from refuse and injurious matter such as acids or alkalies. When boulders are used, they shall be washed clean and placed in the concrete by hand so that there is at least 4 inches of mixed concrete between each boulder in each direction.

Forms

All forms shall be rigid and water-proof, from dressed and matched lumber as approved by the Engineer.

Surface Finish

All surfaces shall be of a wet rubbed finish, except as noted on the drawings. No hollow-combed surfaces will be permitted. All surfaces must be without cracks, spots, blotches or discolorings, and it is thoroughly understood that the forms are to be so constructed that the finished work shall come out of them in a perfect condition, requiring no further treatment than the above mentioned wet rubbing. All stone must be spaded back from the forms, and all surfaces shall show a uniform and even granular exterior when finished.

Steel

All reinforcing material must be Medium Open Hearth Steel, subject to Manufacturers Standard Specifications.

Arch.

The Arch work on the bridges shall consist of a mix of one (1) part cement, two (2) parts sand and four (4) parts of three-fourth ($3/4$ ") inch broken stone well screened to only one size.

Name Plates

Suitable name plates, in cast bronze, bearing the names of the County Officials, Name or Number of Bridge, and date of erection shall be placed as will be indicated by the Engineer.

Cleaning

After completion of the structure, the contractor shall remove all rubbish, etc., leaving the streams and adjacent property clean and free from all obstructions.

Liabilities of Contractors.

The Contractor shall furnish a corporate surety bond in the full amount of the contract price which will be held by the County one year as a guarantee against any defects in the structure within time specified. If the Commissioners so decide, the contractor shall load this bridge as specified by the Engineer, to demonstrate their carrying capacity. In case defects develop in the structure within one year from completion, the contractor shall repair same as directed by the Engineer or build a new structure as per contract.

ARTICLE OF AGREEMENT.

This Agreement, made this *Eight* day of *August* A. D., 1917, between the County of Cambria by its Commissioners, T. Stanton Davis, Emanuel Baumgardner and Harry B. Heffley, known as the County, party of the first part, and
... *Chas. Scheenkneyer & Sons of the City of*
Johnstown, Cambria County, Penna.
(their) heirs, executors, administrators, successors, or assigns, known as the Contractor, party of the second part.

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 all labor necessary for said work, in accordance with the plans 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 of which have been signed by the respective parties of this 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

... *Sixty Days* from the date of this contract.

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 of 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 acceptable material or work, or shall neglect or refuse to remove such materials or to perform any 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 as 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 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, descriptions, 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 claim for extra work, or respecting any matter pertaining to this contract, or any part of 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 Collector 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 payment to the Contractor on this contract, and the County shall not again be liable therefor.

No extra work other than that particularly designated in the Specifications, nor any deviation from the plans shall be done or permitted by the Contractor without the written consent thereto of 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 for 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 762-771, 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 is mutually understood that O. P. Thomas of Johnstown, Pa., is thereby intended.~~

This contract shall not go into effect until it and the bond accompanied shall be approved by the proper Court 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.

SEAL

ATTEST:
W. H. [Signature]
.....
Chief Clerk.

[Signature].....
E. Baungardner.....
H. B. Hefley.....
Commissioners.
Chas. Schenkmeier & Sons.....

SEALS

.....

By Louis Schenkmeier 159
Contractor.

WITNESS:

[Signature].....

August 10th 1917
Contract accepted
and Bonds approved.
Attest
Chief Clerk

OFFICE OF
O. P. THOMAS
Civil and Mining Engineer
305-306 SUPPES BUILDING
JOHNSTOWN, PA.

TO THE HONORABLE JUDGES OF THE COURT OF QUARTER SESSIONS
OF CAMBRIA COUNTY.

The Petition of T. Staton Davis, E. W. Baumgardner and H. B. Hefley, Commissioners of Cambria County by Lester Larimer, Chief Clerk for the said Board of Commissioners, respectfully represents:

That by proceedings duly had in the above mentioned Court entered to No. 5, September Sessions, 1911, in re bridge in Richland Township, over Swamp Run, was duly and regularly entered upon the records as a Conty Bridge and the Board of County Commissioners recognizing said bridge as a County bridge by resolution selected O. P. Thomas, Engineer, for the purpose of drawing plans and specifications for said bridge. And the said Board of County Commissioners by further resolution of June 28, 1917, requested the County Controller to advertise for bids for the construction of said bridge according to the plans and specifications on file in the Commissioner's office. That pursuant to the advertisement of the Controller of Cambria County bids were submitted to the Board of County Commissioners on the 18th day of July, 1917, and in the presence of the County Controller and in public, were opened and memorandum thereof made by the Clerk, as provided by the Act of Assembly, when and where it appeared that Charles Shenkenmeyer & Sons were the lowest and best bidders for the contract, their bid for the construction of said bridge being ONE THOUSAND FIVE HUNDRED AND FIFTY-SEVEN (\$1557.00) DOLLARS, and by resolution of the Board of Commissioners the contract for said bridge was awarded to Charles Shenkenmeyer & Sons of Johnstown, Pennsylvania, in accordance with their bid and in compliance with all the provisions of the law respecting the premises.

That the said Charles Shenkenmeyer & Sons have filed their bond conditioned on the faithful performance of their contract in the sum of ONE THOUSAND FIVE HUNDRED AND FIFTY-SEVEN (\$1557.00) DOLLARS with the Fidelity & Casualty Company of New York as surety, said bond being hereto attached and made part of this Petition. That filed with and attached to this Petition is a copy of the contract and a copy of the plans and specifications, both of which are made a part of this Petition.

Your Petitioners, therefore, pray the Court to approve the plans and specifications, the contract between the Board of Commissioners and the said Charles Shenkenmeyer & Sons and the Bond of said contract in accordance with the provisions of the Act of Assembly in such case made and provided.

COMMISSIONERS OF CAMBRIA COUNTY
BY Lester Larimer
Chief Clerk.

STATE OF PENNSYLVANIA; {
COUNTY OF CAMBRIA { SS:

Lester Larimer, Chief Clerk of the County Commissioners of Cambria County, being duly sworn according to law, deposes and says that the statements contained in the foregoing Petition are true and correct as he verily believes.

Sworn and subscribed before me
this 2 day of October,
A. D. 1917.

Frank B. Robb.

DECREE

And now, October 2, 1917, the within Petition having been presented in open Court, read and considered, the Court hereby grants the prayer of the Petitioners and approves the Plans and Specifications, Contract, Bond and Surety thereon.

By *Her Court*

IN THE COURT OF QUARTER
SESSIONS OF CAMBRIA COUNTY.
NO. 5, SEPTEMBER SESSIONS, 1917

PETITION OF COUNTY COMMIS-
SIONERS OF CAMBRIA COUNTY
FOR APPROVAL OF THE PLANS &
SPECIFICATIONS FOR BRIDGE
IN RICHLAND TOWNSHIP OVER
SWAMP RUN. *also contract
and bond*

*Filed 2 October, 1917.
Frank B. Robb Clerk
in.*

Walter Jones,
Solicitor.