

PROPOSED BRIDGE  
 TO BE RECONSTRUCTED  
 OVER DUTCH RUN  
 BARRA TOWNSHIP  
 CAMBERA COUNTY PA  
 NEW BRIDGE TO BE PENNA STATE  
 STANDARD DESIGN 3075 SPAN 300'



SPAN CLEAR	FACE TO FACE OF ABUTMENTS	HEIGHT AVAILABLE WATERWAY	TOP OF ABUTMENT TO TOP OF FLOOR	ABUTMENT TOP	ABUTMENT BASE	HEIGHT OF WING	WING LENGTH	HEIGHT OF WING FREE END	WING TOP	WING BASE	WING BASE FREE END	FOOTING DEPTH	QUANTITIES	FLOOR SHEET NO.
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
180	2-0	2-5	4-4	4-9	1-9	2-0	2-0	2-0	2-0	2-0	2-0	3-0	361	25
200	2-0	2-11	5-4	6-0	2-0	2-0	2-0	2-0	2-0	2-0	2-0	3-0	429	32
220	3-0	3-6	7-4	8-0	2-9	1-0	3-0	3-0	3-0	3-0	3-0	3-0	598	43
240	4-0	4-5	9-4	10-3	3-3	1-0	3-0	3-0	3-0	3-0	3-0	3-0	763	53
260	5-0	5-11	11-4	12-6	4-0	1-0	3-0	3-0	3-0	3-0	3-0	3-0	1204	85
280	6-0	6-10	13-4	15-0	4-3	1-0	3-0	3-0	3-0	3-0	3-0	3-0	1426	104
300	7-0	7-11	15-4	18-0	4-6	1-0	3-0	3-0	3-0	3-0	3-0	3-0	1518	122
320	8-0	8-10	17-4	21-0	4-9	1-0	3-0	3-0	3-0	3-0	3-0	3-0	1740	145
340	9-0	9-11	19-4	24-0	5-0	1-0	3-0	3-0	3-0	3-0	3-0	3-0	2046	178

SPAN CLEAR	FACE TO FACE OF ABUTMENTS	HEIGHT AVAILABLE WATERWAY	TOP OF ABUTMENT TO TOP OF FLOOR	ABUTMENT TOP	ABUTMENT BASE	HEIGHT OF WING	WING LENGTH	HEIGHT OF WING FREE END	WING TOP	WING BASE	WING BASE FREE END	FOOTING DEPTH	QUANTITIES	FLOOR SHEET NO.
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
360	9-0	9-0	21-0	26-0	5-3	1-0	3-0	3-0	3-0	3-0	3-0	3-0	2805	67
380	10-0	10-0	22-11	28-0	5-5	1-0	3-0	3-0	3-0	3-0	3-0	3-0	3211	84
400	11-0	11-0	24-0	30-0	5-7	1-0	3-0	3-0	3-0	3-0	3-0	3-0	3617	101
420	12-0	12-0	25-11	32-0	5-10	1-0	3-0	3-0	3-0	3-0	3-0	3-0	4023	118
450	13-0	13-0	27-0	34-0	5-13	1-0	3-0	3-0	3-0	3-0	3-0	3-0	4429	135



NOTE If bed of stream requires raising use 8" of stone or 6" of concrete and construct a 12" curb wall at each end of bridge extending to a sufficient depth

# STANDARD ABUTMENTS

Rot. Microfilm

RD# 1

September Term

1921

In re Bridge over Dutch Run  
in Barr Township

No.1 September Sessions  
1921. In the Court of Quarter  
Sessions of Cambria County,  
Pennsylvania.

And now Oct., 15<sup>th</sup> 1923  
the within petition presented,  
read and considered, and

A. W. Sherman and J. S. Reith

and Adam Sherman are appoin-  
ted Viewers to inspect said  
Bridge and make a report to  
the Court as within prayed  
for.

By the Court  
Reed J. C. C.  
Specially

Filed 15 Oct. 1923

In the Court of Quarter Sessions of Cambria County, No. 1 September Sessions, 1921.

To the Honorable Judges of the Court of Quarter Sessions of Cambria County, Pennsylvania:

The Petition of the Commissioners of Cambria County respectfully represents:

That it having appeared to the Court, To the Grand Jury, and the Commissioners of said County, that a Bridge over Dutch Run, in Barr Township, on the Public Road leading from the Village of Nicktown to the Village of Belsano, Cambria County, Pennsylvania, 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 possible, of the expense of the same, and did proceed to have such Bridge erected, by entering in to a contract with Hugh O. Evans, of Ebensburg, Pennsylvania, for the building of said Bridge for the sum of Three thousand Four hundred Sixty-nine and 54/100 (\$3469.54) Dollars; and that the said Bridge is now completed agreeably to the said Contract at the contract price plus the sum of Two thousand Eighty-eight and 40/100 (\$2088.40) Dollars, for extra work found necessary during the progress of the work, making the total cost the sum of Five thousand Five hundred and Fifty-seven and 94/100 (\$5557.94) Dollars. Payments to the amount of Four thousand Two hundred and Forty-seven and 40/100 (\$4247.40) Dollars have been paid to the said Contractor, leaving a balance due the said Contractor of One thousand Three hundred and Ten and 54/100 (\$1310.54) Dollars.

Your Petitioners therefore pray the Court to appoint Inspectors to inspect said Bridge and the workmanship thereof, agreeably to the Act of Assembly, and the Supplements and Amendments thereto, and to make report to your Honorable Court.

ATTEST:

Jas. Williams  
CLERK

Samuel Adams  
Bright Roberts  
J. Brown  
Commissioners of Cambria County.

STATE OF PENNSYLVANIA )  
COUNTY OF CAMBRIA ) SS

Before me, FRANK C. ROBB, Clerk of the Courts of Quarter Sessions of Cambria County, appeared T. Stanton Davis, Dwight Roberts, and W.J. Cavanaugh, Commissioners of Cambria County, the above named Petitioners, who in due form of Law, did depose and say that the statements set forth in the foregoing petition are both true and correct to the best of their knowledge and belief.

*T. Stanton Davis*  
*Dwight Roberts*  
*W.J. Cavanaugh*

Sworn and Subscribed before me  
this 15<sup>th</sup> day of Oct., 1923.



*Frank C. Robb*  
Clerk of Courts of Q.S. of  
Cambria County.

7 September Sess. 1921  
Road Blocket.  
IN THE COURT OF QUARTER SESS-  
IONS OF CAMBRIA COUNTY, PENNSYL-  
VANIA.

Petition of the Supervisors of  
Barr Township for the appoint-  
ment of Viewers to view the  
location of a Bridge over Dutch  
Run in said Township.

And now Sept 19, 1921  
The within found  
read and approved  
Samuel Kemmeron Reed  
President Judge of  
the Orphans Court  
Specially Presiding

J. Harrison Westover.

Attorney.

Filed Sept. 14, 1921

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

To the Honorable, the Judges of the above named Court:

The petition of the undersigned, Supervisors of the Township of Barr, Cambria County, Pennsylvania, respectfully represents:

That it has become necessary to erect a new bridge to take the place of the existing bridge, commonly known as the Makins Bridge, over Dutch Run, in said Township, on the public road leading from the Village of Nicktown to the Village of Belsano.

That the existing bridge is unsafe for the travelling public because of its dilapidated condition and repairing the same will not place it in a safe condition, the whole bridge being unsafe.

That the cost of erecting a new bridge would be too expensive for the Township of Barr to bear and would cause a great burden upon the inhabitants and taxpayers thereof.

Your petitioners therefore pray the Court to appoint proper persons, qualified according to law, to view the place for said bridge and inquire whether such bridge is necessary and the proper location of the same and whether too expensive for said Township of Barr to bear and make report of their proceedings to court.

W. J. Pfister

Frank Stiles

Frank Faull

State of Pennsylvania

County of Cambria :ss.

Before the undersigned authority personally appeared <sup>Farrell</sup> Frank ~~Stiles~~, one of the above named petitioners, who being duly sworn according to law deposes and says that the facts set forth in the foregoing petition are true and correct.

Frank Farrell

Sworn and subscribed before me this 12<sup>th</sup> day of Sept 1921.

M. Rowley  
Notary Public

Com. Expires March 12th 1925

DECREE.

And now September \_\_\_\_ 1921, upon due consideration of the foregoing petition, the Court appoint Adair Sherman and J. H. [unclear] to view the place ~~supposed~~ for said bridge and if they agree that there is occasion for such a bridge and that the erecting of such a bridge would require more expense than it would be reasonable the said Township of Barr should bear; they are to make report accordingly and the said viewers are further authorized to examine the route of the road crossing the creek over which the said bridge is prayed for and if, in their opinion a change or variation in the bed of the road would be an improvement and saving of expense in the erection of such a bridge; they are to make report thereof and cause such variation as aforesaid to be accurately surveyed and a map or plot thereof to be made which shall accompany said report, the report aforesaid to be made to the next Court of Quarter Sessions to be held for the said County of Cambria.

By the Court

BOND

Know all men by these presents, that we W.J. Pfeister, Frank Stiles and Frank Farrel of the Township of Barr, County of Cambria and State of Pennsylvania, hereinafter called the obligors, are held and firmly bound unto the County of Cambria hereinafter called the obligee, in the sum of two hundred dollars, lawful money of the United States, to be paid to said obligee, its certain attorney, successors and assigns, to which payment well and truly to be made, we do bind ourselves, our heirs, executors and administrators, jointly, severally and firmly by these presents. Sealed with our seals this 5<sup>t</sup> day of September, 1921.

Whereas, the Supervisors of the Township of Barr, in the County of Cambria, have presented their petition to the Court of Cambria County, praying for the appointment of viewers to view and report, etc., on the necessity for a bridge to take the place of a bridge, commonly called Makins Bridge, over Dutch Run, on the public road leading from the Village of Nicktown to the Village of Belsano.

Now, therefore, the condition of this obligation is such that if the above mentioned obligors, their heirs, executors or administrators, shall and do well and truly pay into the Treasury of the said Obligee, when said proceedings are concluded, such amount of money as the said Court may hereafter by order lawfully direct the petitioners aforesaid to pay for compensation of viewers, etc., without any fraud or further delay, then the above obligation to be void, or else to be and remain in full force and virtue.

Witness present:

W. J. Pfeister (SEAL)

Abraham Westre Frank Stiles (SEAL)

Frank Farrel (SEAL)

No 1 Sept. Sess. 1921

In the Court of Quarter Sessions  
of Cambria County.

In re Bridge in the Township of  
Barr over Dutch Run.

Recommendation of Grand Jury  
and Decree of Court.

J. Harrison Westover

Filed March 15, 1922

Now March 10, 1922, the report of the viewers appointed by the Court of Quarter Sessions of Cambria County to view and determine the necessity for a bridge over Dutch Run in the Township of Barr, Cambria County, Pennsylvania, having been filed and the viewers having reported in favor of the bridge and further that the expense of constructing a suitable bridge would be greater than the Township of Barr should bear, the Grand Jury having considered the matter at March Sessions of the Court, 1922, are of the opinion that a bridge over Dutch Run in the Township of Barr at the point indicated in the viewers report is necessary for the convenience and accomodation of the traveling public and further that the expense of constructing a suitable bridge would be greater than the Township of Barr should bear and therefore recommend that the expense of constructing such bridge be borner by the County of Cambria.

  
Foreman.

Now 15th March, 1922, a petition having been heretofore presented to this Court for the appointment of viewers to view and report according to law on the erection of a bridge over Dutch Run in the Township of Barr as prayed for in the petition, the Court did appoint proper persons for that purpose who made report that after viewing and examining the premises they are of opinion that a bridge is necessary over Dutch Run in the Township of Barr at a point where the same is crossed by the public road leading from the Village of Nicktown to the Village of Belsano and further that the expense of constructing a suitable bridge would be greater than the Township of Barr should bear, and the said report of the viewers having been filed at December Sessions, 1921, of this Court and no exceptions having been filed thereto, the said report was submitted to the grand jury at March Sessions 1922, who upon consideration thereof are of opinion that the aforesaid bridge is necessary and that the erection thereof would entail greater expense than the Township of Barr should bear and therefore recommend that the expense of constructing said bridge be borne by the County of Cambria, it is therefore ordered and decreed that the report of the viewers and the recommendation of the Grand Jury be approved and entered of record and that a copy thereof be furnished to the Commissioners of Cambria County by the Clerk of Court of Quarter Sessions thereof.

*By the Court*  

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*Evans. P. J.*

No. 1. Sept. Sessions 1921

In re Bridge over Dutch Run, in Barr Twp., on the public road leading from Nicktown to Belsano and the vacating and supplying of portions of public road adjacent to the approaches of said proposed new bridge.

Order of the Court and  
Report of Viewers.

DEC 8 - 1921 PAID 1

*Filed Dec. 5, 1921*

ALFRED M. SHOEMAKER  
ATTORNEY-AT-LAW  
EBENSBURG, PA.

To the Honorable, the Judges of the Court of Quarter Sessions of  
Cambria County, Pennsylvania.

We, The undersigned members of the board of viewers of Cambria County, appointed by your honorable Court; upon the attached order; to view the site and determine as to the necessity for a new bridge over Dutch Run, in Barr Township, said county and state, and also to view and determine as to the propriety of vacating and supplying certain portions of the township road leading to the suggested location for the proposed new bridge; respectfully report:

That having given due notice of the view and of the time and place of meeting of the viewers to the Commissioners of Cambria County and the Supervisors of the Township of Barr; and having them accept service of notices hereto attached; and to the traveling public by printed hand bills posted in public and conspicuous places at and near the site of the proposed new bridge and vacating and supplying of portions of public road in the vicinity of the approaches of the bridge to be viewed; and having been first duly qualified according to law to perform the duties of our appointment faithfully, impartially and to the best of our judgment and ability; All of us met in accord with the notices so given and having carefully viewed the premises, investigated and enquired into the necessity for a new bridge over Dutch Run where the same is crossed by the public road leading from the Village of Nicktown to the Village of Belsano and investigated as to the propriety of vacating and supplying certain portions of the public road adjacent to the approaches of the old and proposed new bridge, as designated in the attached order of the Court, and are all of the opinion that a new, larger and more substantial bridge over Dutch Run, in Barr Township; at the point above designated, is necessary for the accommodation and safety of the traveling public; and that the portions of public road designated on the plot or draft hereto attached should be vacated and a piece of road taking the course and distance likewise designated on said attached draft should be supplied instead of that vacated.

The proposed new bridge which is hereby recommended by the viewers should, in their opinion, be sixteen feet wide and forty feet long and at least two and one half feet higher than the present old bridge which is approximately ten feet wide by thirty one feet long and said new bridge should be set in line with the proposed new piece of road leading to and from the same as is indicated on the attached draft, which is made a part of this report: And they hereby recommend that the cost of constructing same should be born by the county.

The portions of public road proposed to be vacated begin at a point one hundred eighty one feet North three degrees forty minutes West of the North West corner of the present old bridge and take the following courses and distances, viz: South  $21^{\circ} 50'$  East 33.5 feet, South  $6^{\circ}$  East 120 feet, and South  $4^{\circ} 30'$  West 42 feet to the Northernly side of the old bridge and from the South side of the old bridge South  $4^{\circ} 15'$  West 97 feet, South  $14^{\circ}$  East 406.5 feet and South  $1^{\circ} 50'$  East 385 feet to the point of ending, and instead the reof a piece of road laying South  $6^{\circ}$  East and extending 1094.7 feet (including the length of the proposed new bridge) should be supplied between the points of beginning and ending, designated on attached draft respectively as "A" and "B".

Witness our hands this third day of December, A. D., 1921.

A. M. Shoemaker

Adam Sherman

J. D. Ritter

Viewers.

# BRIDGE NOTICE!

Notice is hereby given that the Viewers appointed by the Court of Quarter Sessions of Cambria County, Pa., to view and determine as to the necessity for a new bridge over Dutch Run, in Barr Twp., said county and state, where the public road leading from the Village of Nicktown to the Village of Belsano crosses said run: whether the expense of constructing such a bridge; if the same is necessary; should be borne by the County of Cambria, and whether or not a change in the road bed leading to the proposed new bridge would be an improvement and should be made;

will meet at the site of the proposed new bridge, in the Township of Barr aforesaid, on the 29th. day of November 1921, at 9:30 o'clock a. m. for the purpose of performing the duties of their appointment.

A. M. Shoemaker,  
J. D. Ritter and  
Adam Shuman,  
Viewers.

Ebensburg, Pa. 11/17/1921.

Now Nov 21<sup>st</sup> 1921, service of the  
within notice is hereby accepted  
for the Commissioners of Cambria  
County -

James M. Linn  
Clerk

# BRIDGE NOTICE!

Notice is hereby given that the Viewers appointed by the Court of Quarter Sessions of Cambria County, Pa., to view and determine as to the necessity for a new bridge over Dutch Run, in Barr Twp., said county and state, where the public road leading from the Village of Nicktown to the Village of Belsano crosses said run: whether the expense of constructing such a bridge; if the same is necessary; should be borne by the County of Cambria, and whether or not a change in the road bed leading to the proposed new bridge would be an improvement and should be made;

will meet at the site of the proposed new bridge, in the Township of Barr aforesaid, on the 29th. day of November 1921, at 9:30 o'clock a. m. for the purpose of performing the duties of their appointment.

A. M. Shoemaker,  
J. D. Ritter and  
Adam Shuman,

Viewers.

Ebensburg, Pa. 11/17/1921

Now, Nov. 21<sup>st</sup>, 1921, Service of the  
within notice is hereby accepted  
by the undersigned Supervisors  
of the Twp. of Barr, Cambria County,  
Pa.

Frank Stiles  
W. J. Pfister  
Supervisors.

# Cost of View.

A. M. Shoemaker Date \_\_\_\_\_ 1921 No. \_\_\_\_\_  
DEC 1 2 1921 CERTIFIED

Sifting Order — 90  
4 Days 30.00

Engineering work on  
ground, draft, tracing & prints 40.00

20 mi<sup>1.00</sup> to Nanty Gls & return and  
livery hire from there to place of view<sup>2.35</sup> — 3.35

\$ 74.75

DEC 1 2 1921 CERTIFIED

J. D. Ritter

DEC 1 2 1921 CERTIFIED

Day on View 7.50

68 mi. to Nanty Gls &  
return to Nanty Gls 3.40

Livery from Nanty Gls to place of view 2.35

\$ 13.25

DEC 1 2 1921 CERTIFIED

Adam Shuman

DEC 1 2 1921 CERTIFIED

1 1/2 Days — 11.25

20 mi<sup>1.00</sup> & livery hire<sup>2.30</sup> 3.30

\$ 14.55

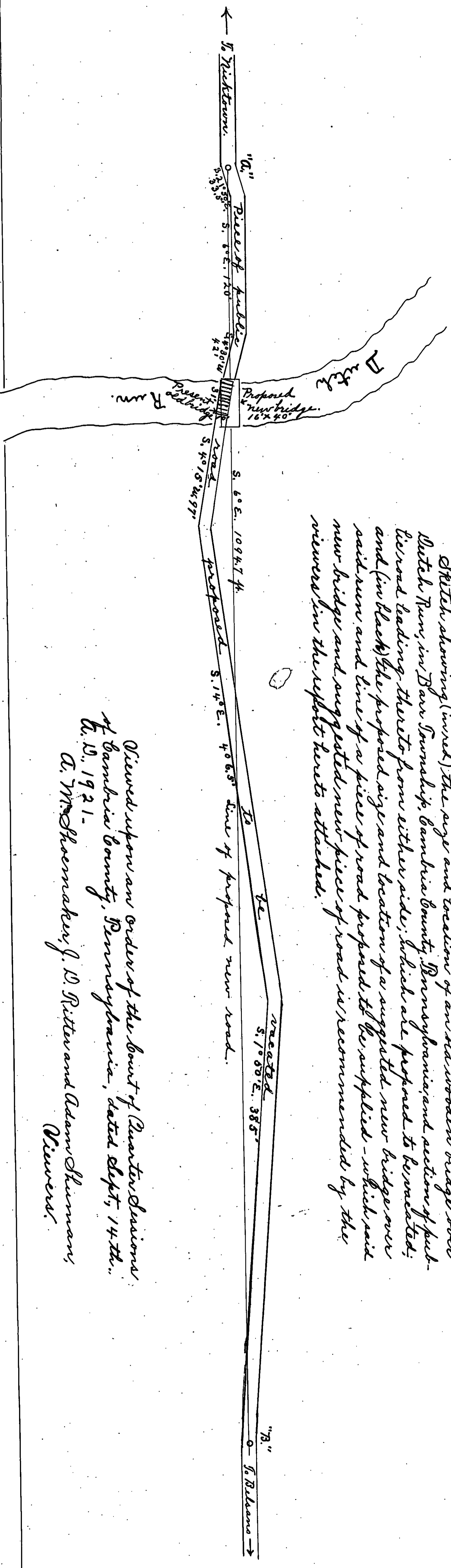
DEC 1 2 1921 CERTIFIED

APPROVED FOR PAYMENT

*Wm. J. ...*  
COMMISSIONERS

DEC 1 2 1921 CERTIFIED

Sketch showing (in red) the size and location of an old wooden bridge over Dutch Run, in Bar Township, Cambria County, Pennsylvania; and section of public road leading thereto from either side; which are proposed to be recreated; and (in black) the proposed size and location of a suggested new bridge over said run and line of a piece of road proposed to be supplied - which said new bridge and suggested new piece of road is recommended by the viewers in the report hereto attached.



Viewed upon an order of the Court of Quarter Sessions of Cambria County, Pennsylvania, dated Sept, 14th. A. D. 1921.  
 A. M. Shoemaker, J. D. Ritter and Adam Shuman,  
 Viewers.

No. 1 September Sessions 1921.

In re Bridge over Dutch  
Run in Barr Township on the  
public road leading from  
the Village of Nicktown to  
the Village of Belsano.

Alfred Shomacher  
Adam Shuman  
J. D. Ritter

Viewers.

Clerk Robb..... 90 cts.

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

COMMONWEALTH OF PENNSYLVANIA

SS.

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 14th day of September, A.D. 1921, before the Honorable Judge of the said Court: Upon the petition of the Supervisors of the Township of Barr, Cambria County, Pennsylvania setting forth that they labor under inconvenience for want of a Bridge over Dutch Run in said Township on the public road leading from the Village of Nicktown to the Village of Belsano.

TO THE HONORABLE, THE JUDGES OF THE ABOVE COURT:

The petition of the undersigned, Supervisors of the Township of Barr, Cambria County, Pennsylvania, respectfully represents:

That <sup>it</sup> is has become necessary to erect a new bridge to take the place of the existing bridge, commonly known as the Makins Bridge, over Dutch Run, in said Township, on the public road leading from the Village of Nicktown to the Village of Belsano.

That the existing bridge is unsafe for the traveling public because of its delapidated condition and repairing the same will not place it in a safe condition, the whole bridge being unsafe.

That the cost of erecting a new bridge would be too expensive for the Township of Barr to bear and would cause a great burden upon the inhabitants and taxpayers thereof.

Your petitioners therefore pray the Court to appoint proper persons qualified according to law, to view the place for said bridge and inquire whether such bridge is necessary and the proper location of the same and whether too expensive for said Township of Barr to bear and make report of their proceedings to court.

- D E C R E E -

And now September \_\_\_\_ 1921, upon due consideration of the foregoing petition, the Court appoint Alfred Shumacher, Esq., Adam Shuman and J. D. Ritter to view the place proposed for said bridge and if they agree that there is occasion for such a bridge and that the erecting of such a bridge would require more expense than it would be reasonable the said Township of Barr should bear they are to make report accordingly and the said viewers are further authorized to examine the route of the road crossing the creek over which the said bridge is prayed for and if, in their opinion a change or variation in the bed of the road would be an improvement and saving of expense in the erection of such a bridge; they are to make report thereof and cause such variation as aforesaid to be accurately surveyed and a map or plot thereof to be made which shall accompany said report, the report aforesaid to be made to the next Court of Quarter Sessions to be held for the said County of Cambria.

BY THE COURT.

Attest:

Frank C. Roff  
Clerk.

No. 1 September Sess. 1921.

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

In re Bridge in Barr Township,  
over Dutch Run.

ORDER TO INSPECT. —

*ing*  
Report.

1923 CERTIFIED

*Filed 24 Oct. 1923*

10 Dec. 1923 Approved:  
By the Court  
E

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

To the Honorable, the Judges of the Court of Quarter Sessions of  
Cambria County, Pennsylvania.

We, the undersigned Viewers appointed by your honorable Court upon the attached order and therein directed to view and inspect a certain bridge over Dutch Run in Barr Township, Cambria County, Pennsylvania, respectfully report:

That having given due notice of the view and of the time and place of meeting of the viewers to the Commissioners of Cambria County and to Hugh O. Evans, of Ebensburg, Pa., the contractor, and having been each duly sworn according to law to perform the duties of our appointment faithfully, impartially and to the best of our judgment and ability: all of us met at the bridge to be inspected in accord with the notices given, as aforesaid, together with the Engineer for the Commissioners of Cambria County and having carefully gone over the details of the construction of said bridge and carefully examined and inspected the said new bridge and found the same to have been completed in a good and workmanlike manner and so far as can be determined in accord with the plans and specifications, and accordingly we recommend that the balance due on the contract, viz; One thousand three hundred ten and 54/100 Dollars-which represents the amount of the original bid of \$3469.54. plus \$2088.40. extras; necessitated by reason of the order of the Water Supply Commission and the fact that it was found necessary to drive piles approximately twenty two feet deep under the abutments to secure a firm footing or base for the abutments; less \$4247.40. already paid said contractor. Which said amount of \$1310.54. we recommend be paid by said Commissioners of Cambria County to Hugh O. Evans, the contractor.

Witness our hands this 24th.  
day of October, A. D., 1923.

Adam Shuman

A. M. Shoemaker

J. D. Ritter

# Notice of View!

Notice is hereby given that the viewers appointed by the Court of Quarter Sessions of Cambria County, Pa., to view and inspect a certain bridge over Dutch Run, in Barr township, said county and state, on the public road leading from the Village of Nicktown to the Village of Belsano; which said bridge has recently been constructed by Hugh O. Evans, of Ebensburg, Pa., contractor.

will meet at the site of the said bridge in the Barr Township aforesaid on the 23rd. day October 19 23., at 10:30 o'clock a. m., M., for the purpose of performing the duties of their appointment.

A. M. Shoemaker,

J. D. Ritter and

Adam Shuman,

Viewers.

Ebensburg, Pa. 10/19/1923.

Now, Oct. 22<sup>nd</sup> 1923, service of the within  
notice is hereby accepted for the  
Commissioners of Cambria Co., Pa.

James M. Clune  
Clerk.  
Per Em.

Cost of View.

W. M. Shoemaker

Sifting Order

3 Days

OCT 2 4 1923 CERTIFIED

\$ .90

22.50

\$23.40

OCT 2 4 1923 CERTIFIED

Adam Shuman

One Day

22 Miles

OCT 2 4 1923 CERTIFIED

\$7.50

1.10

\$8.60

OCT 2 4 1923 CERTIFIED

J. D. Ritter

One Day

46 Miles

OCT 2 4 1923 CERTIFIED

\$ 7.50

2.30

\$9.80

OCT 2 4 1923 CERTIFIED

*[Handwritten signature and stamp]*  
W. M. Shoemaker  
Sifting Order  
3 Days

In the Court of Quarter Sessions of Cambria County, No. 1 September Sessions, 1921.

To the Honorable Judges of the Court of Quarter Sessions of Cambria County, Pennsylvania.

The petition of the Commissioners of Cambria County, respectfully represents:

That it having appeared to the Court, To the Grand Jury, and the Commissioners of said County, that a Bridge over Dutch Run, in Barr Township, on the Public Road leading from the Village of Nicktown to the Village of Belsano, Cambria County, Pennsylvania, 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 possible of the expense of the same, and did proceed to have such Bridge erected by entering into a contract with Hugh O. Evans, of Ebensburg, Pennsylvania, for the building of said Bridge for the sum of Three thousand Four hundred Sixty-nine and 54/100 (\$3469.54) Dollars; and that the said Bridge is now completed agreeably to the said Contract at the contract price plus the sum of Two thousand Eighty-eight and 40/100 (\$2088.40) Dollars, for extra work found necessary during the progress of the work, making the total cost the sum of Five Thousand Five hundred and Fifty-seven and 94/100 (\$5557.94) Dollars. Payments to the amount of Four thousand Two hundred and Forty-seven and 40/100 (\$4247.40) Dollars have been paid to the said Contractor, leaving a balance due the said Contractor of One thousand Three hundred and Ten and 54/100 (\$1310.54) Dollars.

Your petitioners therefore pray the Court to appoint Inspectors to inspect said Bridge and the workmanship thereof, agreeably to the Act of Assembly, and the Supplements and Amendments thereto, and to make report to your Honorable Court.

Attest:

Jas. McClune,  
Clerk.

T. Stanton Davis  
Dwight Roberts  
W. J. Cavanaugh,  
Commissioners of Cambria County.

And now Oct. 15th. 1923 the within petition presented read and considered, and A. M. Shoemaker, and J. D. Ritter and Adam Shuman are appointed Viewers to inspect said Bridge and make report to the Court as within prayed for.

BY THE COURT.  
REED, P.J. O. C.  
Specially presiding.

Extract from the Record.

Certified this 17th day of  
October, A. D. 1923.

Frank C. Post  
Clerk Q. S.

*for the Gov. of*  
*Quarter*  
Plans and specifications,  
award of Contractor, contract  
and bond.

For the construction of a  
reinforced concrete bridge,  
over Dutch Run, in Barr  
Township, on the road lead-  
ing from Ivison to Pineton.

*No. 1 Sept. Sess. 1921*

Now, *June 21st* 1923,  
the within plans, specificat-  
ions, contract and bond are  
approved.

*[Signature]*  
*M. W. Jones*

*Filed 22 June 1923*

SPECIFICATIONS AND CONTRACT  
FOR  
THE CONSTRUCTION OF A REINFORCED CONCRETE BRIDGE  
OVER  
DUTCH RUN, IN BARR TOWNSHIP, CALBRIA COUNTY,  
PENNSYLVANIA.

-----oo000oo-----

APPROVAL.

The Contract and Specifications mentioned therein are hereto  
attached and plans listed therein are approved this 20<sup>th</sup> day of  
June A. D., 1923.

BY

Dwight Roberts

H. B. Heffley  
Commissioners of Cambria County.

H. F. Dorr  
Cambria County Engineer.

ADVERTISEMENT.

SEALED PROPOSALS will be received by the Commissioners of Cambria County until 11 o'clock A. M. Monday, June 11th, 1923, at their office in the Court House, Ebensburg, Pa., for the construction of reinforced concrete bridge over Dutch Run, in Barr Township, Cambria County, Pa., near the south-western corner of Barr Township on the road leading from Ivison to Fineton, same to be 30' span.

Plans and specifications can be obtained at the office of H. P. Dorr, County Engineer, Ebensburg, Pa.

A certified check in the amount of \$250.00 must accompany each proposal.

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

The word "Proposal for County Bridge," naming the bridge, shall be plainly marked on the outside cover of all proposals.

Herman F. Jones,

County Controller.

DEFINITION OF TERMS.

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:-

- COUNTY.....County of Cambria, State of Pennsylvania.
- COUNTY COMMISSIONERS.....The Board of County Commissioners of Cambria County, Pennsylvania.
- ENGINEER.....E. F. Dorr, County Engineer for Cambria County.
- INSPECTOR.....The authorized Inspector or Representative of the Board of County Commissioners of Cambria County.
- LABRATORY.....The official testing Labratory of the Pennsylvania State Highway Department at Harrisburg, Pennsylvania.
- BIDDER.....Any individual firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- CONTRACTOR.....Party of the second part to the contract acting directly or through his agents or employees.
- 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.
- PROPOSAL.....The approved/<sup>prepared</sup>form on which the Bidder is to or has submitted his, their, or its proposal for the work contemplated.
- CERTIFIED CHECK.....The check to be furnished by the Bidder as a guarantee of good faith to enter into a contract with the County, if the work of constructing the bridge is awarded to him.
- PLANS.....All drawings, or reproduction of drawings or supplements thereto pertaining to the work or connected with the work prepared by the County Engineer of Cambria County, and approved by the County Commissioners.
- SPECIFICATIONS.....The directions, provisions and requirements contained in the specifications attached hereto, together with all written agreements made or to be made pertaining to the method and manner of performing the work or to the qualities or quantities of material to be furnished under the contract.

- 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, Specification 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.
- 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.
- 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.
- RIGHTWAY**.....The whole right-of-way is reserved for and secured by the Township for use in constructing the bridge and its appurtenances.
- BRIDGE**.....The bridge and its approaches which is contemplated for construction over a stream or gap crossing the roadway.

### INFORMATION FOR BIDDERS.

- (1) Bidders desiring to make proposals will find attached hereto a separate proposal blank. The advertisement, information for bidders, proposal blank, plans and specifications are to be considered as and shall form a part of the contract.
- (2) Proposals must be made upon the blank forms herein provided. The blank space in the proposal, unless otherwise noted must be filled in, and no charge shall be made in the phraseology of the proposal or in the item mentioned therein.
- (3) Proposals that contain any irregularities of any kind may be rejected as informal, and any proposals may be deemed informal which does not contain prices set opposite to each of the several items for which there is a quantity exhibited.
- (4) If a proposal is made by a firm, the name and place of residence of each member of the firm must be given. If made by a corporation, the name of the President, Secretary and Treasurer shall be given.
- (5) All Bidders will be required to enclose with their proposal a certified check for Two Hundred and Fifty (\$250.00) Dollars, made payable to the Treasurer of Cambria County, without any reservations, which may be retained by the County Commissioners for the use of the County as liquidated damages, if the successful bidder fails to enter into a contract in accordance with his proposal within ten (10) days after the award. Checks of unsuccessful bidders will be returned within three days after an award is made. If the award is deferred for a period of time longer than ten (10) days after the opening of the proposals, all checks, except those of the three lowest bidders, will be returned, and should no award be made within thirty days, all proposals will be rejected and all guarantees returned.
- (6) The County Commissioners reserve the right to reject any or all proposals and to waive technicalities or accept any they may deem for the best interest of the County.
- (7) The successful bidder at the time of the execution of the contract, shall file a surety bond to guarantee the faithful performance of the contract and the completion of the work. Such bond shall be equal to 100% of the estimated aggregate amount of the unit prices bid; it shall refer to the contract and be subject to the approval of the Solicitor for Cambria County.
- (8) Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same contract may cause rejection of all proposals in which he is interested.
- (9) The Bidder must be prepared, if required to do so by the County Commissioners to present evidence of experience, ability, and a financial standing as well as statement as to plant and machinery.
- (10) All bidders are supposed to personally have examined the site of the work and to have familiarized themselves with the contract, plans and specifications as hereto attached.
- (11) **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 or 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 they may deem necessary.

(12) 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.

(13) 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 one hundred (100) percentum 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.

(14) 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 within 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 line 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.

(15) PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

(16) 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 manner as if such work had been included in the original estimate of quantities.

(17) 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 County Commissioners, or where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the County Commissioners may order the Contractor to do such work on a "force-account" basis.

(18) 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 or 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 (15%) percentum 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 (15%) percentum 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 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 may be verified. Should the Contractor refuse to prosecute the work as directed or to submit his claim as required, then the County Commissioners may withhold payment of all estimates until the Contractor's refusal or failure is eliminated.

(19) UNAUTHORIZED WORK. The Contractor shall give the Engineer suitable advance notice of his need for lines, grades and points necessary to the construction of the bridge. Any work done without such lines, grades and points will be considered unauthorized, at the risk of the Contractor and may not be paid for. Any extra work done without written authority, as herein provided, will be unauthorized and at the expense of the Contractor, and will not be measured or paid for by the County. Any unauthorized work, as above mentioned, may be ordered removed and replaced at the expense of the Contractor. No excavation shall be made for foundations, stream changes or waterways or borrow for back-fill until the preliminary cross-sections of all such areas have been taken.

(20) 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 of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, by-law, ordinance, regulation, order or decree, whether by himself or his employees.

(21) 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.

(22) AUTHORITY AND DUTIES OF INSPECTORS. Inspectors, employed by the County, 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 to 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 decided 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 in any way, nor releasing the Contractor from the fulfillment of the terms of the contract.

(23) **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 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 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 provisions of the specifications or contract and to give them due effect, will be given by the Engineer.

(24) **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 Engineer.

(25) **MEASUREMENT OF QUANTITIES.** All work completed under the contract shall be measured by the Engineer according to United States Standard Measures.

(26) **PROGRESS PAYMENTS.** The Engineer will make current estimates in writing, once each month from time to time as the work progresses, of the material in place complete and the amount due for the work performed in accordance with the contract during the preceding month or period and the value thereof figured at the unit prices contracted. From the total of the amounts so ascertained will be deducted an amount equivalent to ten (10) per centum of the whole, to be retained by the County until after the completion of the entire contract in an acceptable manner, and the balance, or a sum equivalent to ninety (90) per centum of the whole, shall be certified by the County Commissioners to the County Controller for payment.

All work to be governed and carried out under the Pennsylvania State Highway Standard Bridge Specifications, Form 409.

PROPOSAL

BID FOR Hugh O Evans  
 ADDRESS Glenbury  
 STATE Pa

For the construction of a reinforced concrete bridge over Dutch Run in Barr Township, Cambria County, Pa., near the southwestern corner of Barr Township, on the road leading from Ivison to Pineton, same to be a thirty foot span as per the advertisement.

To The Board of County Commissioners of Cambria County, Pennsylvania.

Gentlemen:-

In accordance with the invitation of your board requesting proposals I propose to furnish all labor, material, tools, equipment, and appliances necessary to reconstruct and complete ready for travel, the reinforced concrete bridge as shown on the plans and described in the specifications for the sum of Three thousand four hundred and 74 cents (3467.74). Dollars, at the following schedule to wit: fifty nine 84/100

ITEM NO.	APPROXIMATE QUANTITIES.	ITEM & UNIT PRICES BID	UNIT PRICE.		AMT.	
			DOLS.	CTS.	DOLS.	CTS.
1.	90	Cubic Yards of excavation without classification, including clearing, grubbing, removing of structures, obstructions, placing of piles if necessary, placing of cofferdams, clearing channel after completion, and all work incidental thereto, at <u>\$ 3.00</u> Per Cu. Yd. <u>\$ 270.00</u>				
2.	49	Cubic Yards of "Class "A" Concrete," as per plan, complete in place, at <u>\$ 25.00</u> Per Cu. Yd. <u>1225.00</u>				
3.	50	Cubic Yards of "Class "B" Concrete," as per plan, complete in place, at <u>\$ 12.00</u> Per Cu. Yd. <u>600.00</u>				
4.	110182	Pounds of "Plain Steel Bars" for reinforcing cement concrete structures, as per plan, complete in place, for anchor bolts, $\frac{3}{4}$ " round 30 Lin. Ft. at <u>.07</u> Per Lb. <u>782.74</u>				

ITEM NOS.	APPROXIMATE QUANTITIES.	ITEM & UNIT PRICES BID.	UNIT PRICES	
			DOLS. CTS.	ALT. DOBS. CTS.
5.	1882	Pounds of "Structural Steel Shapes" for reinforcing cement concrete structures, as per plan, complete in place, at <u>10 cts</u>  Per Lb.		<u>\$ 188.20</u>
6.		For "Removing Old Bridge" from the site, storing and the reserving material specified and disposing of the unreserved material, for "Maintenance of Traffic" during construction of the bridge and removing all temporary structures used, including all materials, labor and incidental work, to be <u>\$ 200.00</u>  Lump sum.		<u>\$ 200.00</u>
7.	67	Square yards of "Vitrified Brick Pavement," complete in place, at <u>2.30</u>  Per Sq. Yd.		<u>\$ 154.50</u>
8.		"Working Days", <u>40</u>		
9.		"Force Account" Cost plus, <u>15 %</u>		
10.		Marble Name Plate		<u>50.00</u>
TOTAL AMOUNT OF BID				<u>\$ 3469.84</u>

RELATES:

           do hereby agree to complete the work in accordance with the plans and specifications on file in the office of the County Commissioners, of Cambria County, and also in the office of the County Engineer, H. V. Dorr, upon the terms and conditions, specifications and form of contract herewith attached, at the rates specified under the schedule of prices within            40 working days.

It is understood and agreed that this work is to be done under the Pennsylvania State Standard Bridge Specifications of the 1922 issue, form 409, and will be strictly adhered to.

It is understood and agreed that should the work not be completed within the time above specified, the sum of Fifteen (\$15.00) Dollars per day shall be deducted from the money due the Contractor.

It is understood and agreed that the amount so being charged is not a penalty, but the liquidated damages to be paid in full and subject to no deductions.

           hereby certify that,            have examined the plans and specifications for the proposed work and that            have been over the site of the proposed work and that            fully understand and appreciate the contents and the work to be constructed.

Having made such examination            attach hereto a legally executed certified check, made payable to the Commissioners of Cambria County, Pennsylvania, without reservation in the sum of Two Hundred and Fifty (\$250.00) Dollars, which is deposited as a guarantee that if awarded the contract the undersigned will furnish the required bond, within Ten working days, (Sunday excepted) after date of award of contract to perform the work, according to the plans and specifications. If successful in bid, the check is to be retained by the County Commissioners until the contract is signed and bond for faithful performance of the work is signed and accepted by the Solicitor for the Commissioners of Cambria County, otherwise to be returned when the contract is awarded.

It is understood and agreed by the undersigned, if awarded the contract in case of failure or neglect to enter into the contract and furnish the required bond within ten (10) days, (Sunday excepted), after day of award of contract, that the certified <sup>check</sup> attached hereto is to be forfeited to the County of Cambria, State of Pennsylvania, as liquidated damages.

It is further understood and agreed that the quantities given by the County Engineer are approximate only, and the Contractor shall not be entitled to any claim for loss or damages, should the quantities done prove greater or less than the estimate.

It is further understood and agreed that the Commissioners of Cambria County reserve the right to increase or decrease the amount of work to be done at the unit prices bid.

The undersigned further agrees to commence to do the work which the Commissioners of Cambria County may award him, within ten (10) days (Sunday excepted) after the contract, bond and agreements has been properly executed, unless otherwise ordered by the Commissioners of Cambria County or their Engineer in writing.

WITNESS his hand this 11th day  
of June A. D., 1923.

Hugh O Evans  
Lebensburg Pa  
Business address

The full names and addresses of all persons and parties interested in this bid are the following:

Hugh O Evans  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACT.

THIS AGREEMENT, made and entered into this eleventh  
day of June 1923, by and between the County of Cambria, State of  
Pennsylvania, by its Commissioners, and known as the County, party of the  
first part, and

Hugh O. Evans of Pleasburg Pa.,  
his heirs, executors, administrators, successors, or assigns, known as  
the Contractor, party of the second part.

WHEREAS, the said County of Cambria under a certain advertisement a  
copy of which is hereto attached and made part hereof, invited proposals  
for the construction of a reinforced concrete bridge over Dutch Run, in  
Barr Township, Cambria County, Pennsylvania., near the south-western corner  
of Barr Township on the road leading from Ivison to Pineton, same to be  
a thirty foot span, according to plans and specifications on file in the  
office of H. P. Dorr, County Engineer for Cambria County.

WHEREAS, under the said advertisement, the said party of the second  
part has submitted a satisfactory proposal for doing the work and furnishing  
the materials for the work which has been awarded to the undersigned  
Contractor, by the Board of County Commissioners, all in accordance with the  
plans and specifications.

NOW THIS AGREEMENT WITNESSETH: That the parties to these presents,  
each in consideration of the undertakings, promises and agreements on the  
part of the other herein contained, have undertaken, promised and agreed  
and do hereby undertake, promise and agree, the party of the first part for  
itself, its successors, and assigns and the party of the second part for  
himself, and his heirs, executors, and administrators, or successors, as  
follows that:-

The matter contained in the advertisement, in the Instructions to Bidders  
in the Bid or Proposal, in the Plans and Specifications and such detail  
drawings as may be furnished by the Engineer, are hereby incorporated and  
made part of this contract to the same extent as if they were herein written.

The County agrees to pay and the Contractor agrees to accept the prices  
named in the proposal or bid for the described work which shall have been  
awarded to the undersigned Contractor by the Board of County Commissioners,  
as full and complete compensation for such work.

The Contractor further covenants and agrees that all of said work and  
labor shall be done and performed as specified in the specifications in the  
best and most workmanlike manner and that all and every of said materials  
and labor shall be in strict conformity in every respect, with the said  
plans and specifications and shall be subject to the inspection and approval  
of the Engineer of Cambria County or his duly authorized assistants, and  
in case if any of said materials or labor shall be rejected by said Engineer  
or his assistants, as defective or unsuitable, then the said materials shall  
be removed and replaced with other approved materials and the said labor  
shall be done anew, to the satisfaction and approval of the said Engineer,  
or his assistants, at the cost and expense of the Contractor.

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, aforesaid, on or before the expiration of

( 40 ) working days after written notice has been given  
by the Engineer to begin work. It is expressly understood and agreed that in  
case of failure on the part of the Contractor, for any reason, except with the  
written consent of the County Commissioners and the County Engineer, to

complete the finishing and delivery of said material and the doing and performance of said work within aforesaid ~~forty~~ (40) working days, the party of the first part have the right to deduct any moneys due or which may become due the Contractor, or if no moneys shall be due, the party of the first part shall have the right to recover the amount of Twenty (\$20.00) Dollars per day for each and every day elapsing between the time stipulated for the completion and the actual date of completion, in accordance with the terms hereof; and said deductions to be made or said sum to be recovered not as a penalty, but as liquidated damages. Provided, however, that upon receipt of written notice from the Contractor of the existence of cause over which said Contractor has no control and which must delay the completion of said work, the County Commissioners may, at their discretion, extend the period hereinbefore specified for the completion of the said work, and in such case the Contractor shall become liable for said liquidated damages for delays commencing from the date on which said extended period shall expire.

It is distinctly understood and agreed that no claim for extra work or materials, not specifically herein provided, done or furnished by the Contractor will be allowed by the County Commissioners, nor shall the Contractor do any work or furnish any materials not covered by these specifications and contract unless such work is ordered in writing by the County Engineer. In no event shall the Contractor incur any liability by reason of any verbal directions or instructions that he may be given by the said Engineer or his authorized assistants, nor will the said party of the first part be liable for any materials furnished and used, or for any work or labor done, unless said materials, work or labor are required by said Contractor on written order furnished by the Said Engineer. Any such work or materials which may be done or furnished by the Contractor, without such written order first being given shall be at said Contractor's risk, cost and expense and he hereby covenants and agrees that without such written order he shall make no claim for compensation for work or material so done or furnished.

In case any question or dispute arises between the parties hereto respecting any matter pertaining to this contract, or any part hereof, said questions or disputes shall be referred to the County Engineer, and the County Solicitor, whose decisions shall be final, binding and conclusive upon all parties without exception or appeal, and all right, or rights, of any action of law, or in equity, under and by virtue of this contract, and all matters connected with and relative thereto are hereby expressly waived by the Contractor.

It is understood and agreed by, and between the parties of this Agreement that, if the Contractor shall become insolvent or commit any acts 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 not be prosecuting the said 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 such case it shall be lawful for the County Commissioners to employ other builders, or use such methods as in their opinion shall be required for the proper completion of said work at the cost and expense of the 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 of the Contract.

Approved of the County Commissioners

It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full claims against the County of Cambria arising out of, or by reason, of the work done and the materials furnished under this contract.

The bond given by the Contractor in a sum equal to One Hundred per centum of the total contract price of the work to be done, to secure a proper compliance with the terms and provisions of this contract, is hereto attached and made a part hereof.

The Contractor hereby declares that he has read each and every clause in the Advertisement, Instructions To Bidders, Specifications and Agreements relating to this work and fully understands the meaning of the same, and hereby agrees that he will comply with all the terms, covenants and agreements herein set forth; also that he has thoroughly examined the location of the proposed improvement and fully understands the character of the work to be done under this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day herein mentioned.

County of Cambria, State of Pennsylvania.

By

*Wright*

*H. B. Keppley*  
County Commissioners.

*James McClure*  
Chief Clerk.

*Hugh O. Evans*

Contractor.

Witnesses.

Approved as to form and legality.

*Walter Jones*  
Solicitor

CONTRACT BOND.

KNOW ALL MEN BY THESE PRESENTS, That we... *Hugh O. Evans* .....  
*Ebensburg, Cambria County, Pennsylvania* .....

hereinafter called the "Principal" and... UNITED STATES FIDELITY & GUARANTY COMPANY .....

.....  
a corporation incorporated under the Laws of the State of ~~Pennsylvania~~ <sup>Maryland</sup> here-  
inafter called the "Surety" are held and firmly bound unto the Commonwealth  
of Pennsylvania for the use of the County of Cambria in the said Commonwealth  
of Pennsylvania, in the full and just sum of... *Three Thousand Four* .....

*Hundred Sixty nine & 84/100* ..... Dollars (\$ *3,469.84* ), lawful  
money of the United States of America, to be paid to the said County of  
Cambria, to which well and truly to be made and done, we bind ourselves our  
heirs, executors, administrators and successors, jointly and severally,  
firmly and by these presents.

Sealed with our respective seals and dated this... *16th* .....  
day of... *June* ..... 1923.

WHEREAS, The above bounden "Principal" has entered into a contract with  
the said County of Cambria, by and through the Commissioners of said County  
of Cambria, bearing even date herewith, for the construction of a reinforced  
concrete bridge over Dutch Run, in Barr Township, Cambria County, Pennsylvania,  
near the south-western corner of Barr Township on the road leading from Ivison  
to Pineton, same to be Thirty Foot span.

WHEREAS, It was one of the conditions of the award of the County  
Commissioners, acting for and on behalf of the County of Cambria, pursuant  
to which said contract was entered into, that these presents should be  
executed.

NOW THEREFORE, The condition of this obligation is such that if the above bounden "Principal" as Contractor in all respects comply with the terms of the contract and conditions of said contract, and his, their or its obligations thereunder including the specifications therein referred to and made part thereof and such alterations as may be made in said specifications as therein provided for, and shall well and truly and in a manner satisfactory to the County Commissioners complete the work contracted for, and shall save harmless Cambria County, Pennsylvania, from any expense incurred through the failure of said Contractor to complete the work as specified, or for any damages growing out of the carelessness of said Contractor or his, their or its servants and shall well and truly pay all and every person furnishing material or performing labor in and about the construction of said bridge all and every sum or sums of money due him, them or any of them, for such labor and material for which the Contractor is liable.

And also shall save harmless the said County of Cambria against and from all losses to it from any cause whatever, including patent, trademark and copyright infringements, in the manner of constructing said bridge and shall upon the completion of the contract in an acceptable manner file with the Commissioners of said Cambria County, an "Application for Release of Bond," which application shall set forth inter alia, that all claims for labor and materials used in connection with the execution of the contract have been satisfactorily settled, and application to be executed by the President or Vice President and Secretary of the Company appearing as Surety; then this obligation to be void or otherwise to be and remain in full force and virtue.

( Individual or Partnership Contracting Firms sign below.)

.....*Hugh O. Evans*..... (Seal)  
Contractor.

..... (Seal)

..... (Seal)

..... (Seal)

..... (Seal)

..... (Seal)

Witnesses:

.....*Rowland G. Davis*.....

.....

.....  
Surety Company.  
UNITED STATES FIDELITY AND GUARANTY COMPANY

By

.....*A. C. Roubberg*.....  
Secretary - Resident Constant Res. Vice President.

.....*Albert C. Sipple*.....

.....  
Solicitor.

Approved as to form and legality.

.....*Walter Jones*.....  
Solicitor