

No. 2, SEPTEMBER SESSIONS, 1921.
IN THE COURT OF QUARTER SESSIONS
OF CAMBRIA COUNTY, PENNSYLVANIA.

IN RE SIDE-WALK ON BRIDGE
CROSSING SOUTH FORK BRANCH OF
LITTLE CONEMAUGH IN THE BOROUGH
OF SOUTH FORK.

And now, August 27, 1923, the
within petition presented, read
and considered, and *J. D. Ritter*

Adam Shuman and
W. M. Shuman, Esq. are
appointed Viewers to inspect said
Bridge and make a report to the
Court as within prayed for.

By the Court,
E.

Filed 27 August 1923

Walter Jones,

IN THE COURT OF QUARTER SESSIONS OF CAMBRIA COUNTY, No. 2, 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 the said County, that a side-walk on the bridge crossing
South Fork Branch of Little Conemaugh in the Borough of South Fork, Pennsyl-
vania, was necessary, and that it would be too expensive for the said Borough
to erect said side-walk; 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 side-walk erected, by enter-
ing into a contract with R. R. Myers of Lewistown, Pa., for the building of
said side-walk for the sum of THREE THOUSAND THREE HUNDRED EIGHTY (\$3380)
DOLLARS; and that the said side-walk is now completed agreeably to the said
contract.

Your Petitioners, therefore, pray the Court to appoint Inspectors to
inspect said side-walk 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:

Jes M. Clune
Clerk.

Stanton D. ...
Robert ...
J. ...
Commissioners of Cambria
County.

LEWIS R. OWEN

J. LEE PLUMMER, JR.

OWEN & PLUMMER
INCORPORATED
ENGINEERS & CONTRACTORS
JOHNSTOWN, PA.

June 8, 1922.

Mr. D. P. Weimer,
Johnstown, Pa.

Dear Sir :-

The following is an approximate estimate of the cost of the proposed
Sidewalk Extension to Bridge over the South Fork Branch of the Little Conemaugh
River on Maple Street in South Fork Borough :

Sidewalk Complete \$ 2500.00

Very truly yours,



J.L.P.JR./S.

No. 21. Sept. Sessions 1921.

In the Court of Quarter Ses-
sions of Cambria County, Pa.

Petition of Residents of
the Borough of South Fork
for construction of sidewalk
on the bridge over the South
Fork branch of the Little
Conemaugh River.

Decree Inside.

Filed Oct. 24, 1921.

D. P. WEIMER,
ATTORNEY AT LAW,
JOHNSTOWN, PA.

IN THE COURT OF QUARTER SESSIONS OF THE PEACE OF
THE COUNTY OF CAMBRIA

To the Honorable, the Judges of said Court.

The petition of the undersigned residents of the
Borough of South Fork in said County respectfully showeth:-

That foot walks are much needed on the bridge
crossing the South Fork branch of the Little Conemaugh in
said Borough of South Fork; and that the expense of con-
structing the same is more than the inhabitants of said
Borough should bear, the said bridge being a County bridge.

Your petitioners therefore pray your Honors to
appoint proper persons to view the premises and to make
such order on the subject as is required and directed by
law, and they will every pray.

Mr N. Moore 503 Grant St South Fork Oct 10th
 William Roberts 433 Lake St South Fork Oct 10th
 Chas. B. Salkeld 318 B. Court South Fork Pa
 Daniel Wagstaff 790 Lake St South Fork
 J. M. Keelan, 434 Lake St So. Fork
 D. M. Brukey 524 Main St So Fork
 Richard Roberts 323 Main St. So Fork
 James Gregory 625 Maple St. So. Fork
 W. Fox 426 Maple St " "
 Jos H Wick Main St
 M. E. McCrossin Main St "
 W. J. Pottewart Maple St "
 Thomas Peden Highway St "
 S. J. Dolan Main St "

Ad Kaufman	151 Maple st.
William Henderson	223 Maple St
Samuel Nicol	226 Highway St
Patrick Rooney	226 Highway St
James R. Clifford	239 Highway St
John D. Larkin	Wilber St
Timothy Pitchford	227 Maple St
John Theys	132 —
Andrew Boyle	213 Maple
Louis Gennosch	213 — — —
Geo. P. Proulx	114 Highway St
W. A. John	Maple St
W. H. Woodworth	533 Mower St
W. W. Dummie	Grant St
George Barrett	Lake St
E. B. Van Sycor	Grant St
Alexander Swain	Grant St
Chas. L. Gregory	Main St.
Thomas Clifford	Maple St
Sam Clifford	Maple St
James Higham	Main St
J. W. Sargent	Wilber St

Cambria County, ss:

The undersigned being duly sworn according to law deposes and says that the matters set forth in the foregoing petition are true and correct.

Wm. N. Moore

Sworn and subscribed before me this 20th day of October, 1921.

Alfred Schofield
Notary Public of the Peace

My commission expires first Monday January 1926

My commission expires
First Monday January 1926.

D E C R E E

Now the 24th day of October, 1921 the within petition having been presented and read J. H. Dwyer and Philip Cauffield and Mathew J. Baumgardner are appointed viewers to view the premises and make return to the Court.

By the Court
Long

IN THE COURT OF QUARTER SESSION
COUNTY OF CAMBRIA, PENN'A.
No. 2 - SEPTEMBER Session, 1921

FOOT WALK ON BRIDGE CROSSING
SOUTH FORK BRANCH OF LITTLE
CONEMAUGH IN BOROUGH OF
SOUTH FORK, PENN'A.

REPORT OF VIEWERS.

NOV 28 1921 CERTIFIED

Filed Nov. 28, 1921.

OWEN & PLUMMER
INCORPORATED
ENGINEERS & CONTRACTORS
JOHNSTOWN, PA.

Now 9 June 1922. The within report
approved ^{by the Grand Jury} and the cost of said foot-walk
to be borne by the County of Columbia,
with the recommendation that the
width thereof be fixed at six feet.

W.R. Lowe

June 8 1922,
Approved

By the Court

Forman

FOOT WALK ON BRIDGE CROSSING
SOUTH FORK BRANCH OF LITTLE
CONEMAUGH IN BOROUGH OF SOUTH
FORK, PENN'A.

) IN THE COURT OF QUARTER SESSIONS,
) COUNTY OF CAMBRIA, PENN'A.
)
) No. 2 - SEPTEMBER SESSION, 1921

REPORT TO VIEWERS

TO THE HONORABLE JUDGES OF THE ABOVE MENTIONED COURT:

We, the undersigned Viewers appointed by the order of the above Court on the 24th day of October, 1921, to view the bridge crossing, the South Fork Branch of the Little Conemaugh in the said Borough of South Fork, and determine the necessity of a foot walk on the aforesaid bridge, respectfully report:

That we were duly sworn or affirmed as members of the permanent Board of Viewers as shown by the records of the Court; that, due public notice of the time and place of the meeting of Viewers was given all interested parties by publication in the Johnstown Tribune and by hand bills posted on the premises at least ten days prior to the time of making said view. Attached to this report are notices published aforesaid. That we met on the premises according to the notice on the 10th day of November, A.D. 1921, at ten o'clock A.M., and proceeded with the duties of our appointment. That after Viewing the Bridge we were of the opinion that inhabitants of the Borough of South Fork labor under a very great inconvenience and also a great menace to the safety of the inhabitants by reason of the need of a sidewalk on the aforesaid bridge. That we are of the opinion that the present bridge is not wide enough for vehicle traffic and pedestrian traffic and that walk space is very necessary.

We are of the opinion the present bridge with no sidewalk on this much travelled street is a great inconvenience and is very dangerous to the life and limb of the inhabitants.

Therefore, we are of the opinion that the prayer of the petitioners should be granted and a sidewalk wide enough to take care of the pedestrians traffic is a necessity.

WITNESS our hands this 23day of November, A.D. 1921.

Lewis R. Owen (SEAL)

Philip E. Conroy (SEAL)

Mahlon J. Baumgardner (SEAL)

FOOT WALK ON BRIDGE CROSSING
SOUTH FORK BRANCH OF LITTLE
CONEMAUGH IN BOROUGH OF SOUTH
FORK, PENN'A.

) IN THE COURT OF QUARTER SESSION,
) COUNTY OF CAMBRIA, PENN'A.
)
) No. 2 - SEPTEMBER SESSION 1921.

BILL OF SERVICES

L. R. OWEN

Oct. 28th	Writing Notices (<i>Clerk of Courts #0 90</i>)	3.00
	Postage	.04
Oct. 29th	Posting Notices	7.50
	Mileage	1.20
Nov. 10th	View	7.50
	Mileage	1.20
Nov. 23d	Writing Report	7.50
	Stenography	<u>1.00</u>

DUE L. R. OWEN-----

NOV 28 1921 CERTIFIED

\$28.94

MAHLON BAUMGARDNER

Nov. 10th	View	7.50
	Mileage	<u>1.20</u>

DUE MAHLON BAUMGARDNER-----

NOV 28 1921 CERTIFIED

\$ 8.70

PHILIP CAUFFIELD

Nov. 10th	View	7.50
	Mileage	<u>1.20</u>

Due Philip Cauffield.....

NOV 28 1921 CERTIFIED

\$ 8.70

ORDER TO VIEW)
Foot Walk on Bridge Crossing) IN THE COURT OF QUARTER SESSIONS
South Fork Branch of Little) COUNTY OF CAMBRIA, PA.
Conemaugh in Borough of South)
Fork, Pa.) No. 2 - SEPTEMBER SESSIONS 1921

NOTICE TO VIEW

We the undersigned Viewers appointed by the Court of Quarter Sessions to view the Bridge over the South Fork Branch of Little Conemaugh in the Borough of South Fork, Pa., and determine as to the necessity of foot walk on the Bridge, will meet on the Bridge in the Borough of South Fork, Pa., on the 10th day of November, A.D. 1921, at ten o'clock A.M., for the purpose of performing the duties of our appointment.

Oct. 29, 1921

L. R. OWEN

PHILIP GAUFFIELD

MAHLON BAUMGARDNER

Viewers.

Oct. 29, 1921

LEGAL NOTICES

VIEWERS' NOTICE—Order to view foot walk on bridge crossing South Fork Branch of Little Conemaugh in Borough of South Fork, Pa. In the Court of Quarter Sessions of County of Cambria, Pennsylvania, No. 2 September Session, 1921.

NOTICE TO VIEW.

We, the undersigned Viewers, appointed by the Court of Quarter Sessions to view the bridge over the South Fork Branch of Little Conemaugh in the Borough of South Fork, Pa., and determine as to the necessity of foot walk on the bridge, will meet on the bridge in the Borough of South Fork, Pa., on the 10th day of November, A. D. 1921, at 10 o'clock a. m., for the purpose of performing the duties of our appointment.

L. R. OWEN.

PHILIP CAULFIELD.

MAHLON BAUMGARDNER.

October 29, 1921.

Viewers.

No. 2 September Sess. 1921.

Order to view foot walks
on bridge crossing the
South Fork Branch of the
Little Conemaugh in said
Borough of South Fork.

Order to View.

T. STANTON DAVIS

DWIGHT ROBERTS

H. B. HEFFLEY

COMMISSIONERS

OFFICE OF THE

Cambria County Commissioners

JAMES MCCLUNE

CHIEF CLERK

J. B. LEHMAN

ASST. CLERK

WALTER JONES

SOLICITOR

EBENSBURG, PA.

T. Stanton Davis,
Dwight Roberts,
H. B. Heffley,
Commissioners of Cambria County,
Ebensburg, Pa.

(ADDENDA TO THE CONTRACT FOR THE
(CONSTRUCTION OF A SIDE-WALK ON
(BRIDGE OVER CONEMAUGH RIVER AT
(SOUTH FORK.

Gentlemen:-

Please take note that, the following changes, modifications and additions are hereby made and are a part of this contract:

First. The estimates to be made on the last day of each month and payment to be made on or before the tenth day of the next following month.

Second. Any extra work or materials not specifically mentioned in said specifications and contract are to be done and furnished only upon the written order of the County Engineer, approved by the County Commissioners, before it will become binding.

Accepted, April ^{20th}, 1923.


Contractor.

IN THE COURT OF QUARTER
SESSIONS OF CAMBRIA COUNTY
PENNSYLVANIA.

IN RE SIDE-WALK ON BRIDGE
CROSSING SOUTH FORK BRANCH
OF LITTLE CONEMAUGH IN THE
BOROUGH OF SOUTH FORK.

ORDER TO INSPECT.

and
Report of Viewers.

*Give copy to Comr
when approved.*

Filed 6 Sept 1923

10 Sept 1923 Approved

By the Court
E



REPORT OF VIEWERS .

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

We, the undersigned members of the permanent board of viewers of Cambria County, appointed by your honorable Court upon the attached order, to view and inspect the construction of a side-walk on the concrete bridge over the South Fork Branch of the Little Conemaugh River, in the Borough of South Fork, said county and state, respectfully report:-

That having given due and legal notice of the view and of the time and place of meeting of the viewers, 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 site of said bridge and having carefully gone over the details of the construction of said side-walk with the engineer for the Commissioners of Cambria County and the representatives of the said borough of South Fork and find the same to have been completed in a good and workman like manner according to the plans and specifications, and therefore recommend that the balance due on the contract price be paid by the county of Cambria.

Said contract price was \$3,380.00. of which amount the said county has already paid \$2,562.00, still owing \$818.00. The contractor, R. R. Myers of Lewistown, Pa., having by reason of some misinterpretation of the contract or specifications received an additional \$480.00. from the Borough of South Fork, which amount should be paid said Borough of South Fork from the \$818.00. still due from the county on the contract and the remaining \$338.00. due from the county of Cambria should be paid to the said R. R. Myers, the contractor.

Witness our hands this 1st. day of September, A. D., 1923.

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

Viewers.

Costs of View

A. M. Shoemaker

Order _____	\$ 90
3 Days _____	22.50
	<hr/>
	\$ 23.40

Adam Shuman

1 Day _____	\$ 7.50
22 Miles _____	1.10
	<hr/>
	\$ 8.60

J. D. Ritter

1 Day _____	\$ 7.50
46 Miles _____	2.30
	<hr/>
	\$ 9.80

PAID FOR PAYMENT
[Handwritten signature]
SEP 13 1923

SEP 13 1923 CERTIFIED

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 27th day of August, A. D. 1923, before the Honorable Judge of the said Court: 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 the said County, that a side-walk on the bridge crossing South Fork Branch of Little Conemaugh in the Borough of South Fork, Pennsylvania, was necessary, and that it would be too expensive for the said Borough to erect said side-walk; 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 side-walk erected, by entering into a contract with R. R. Myers of Lewistown, Pa., for the building of said side-walk for the sum of THREE THOUSAND THREE HUNDRED EIGHTY (\$3380) DOLLARS; and that the said side-walk is now completed agreeably to the said contract.

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

And now, August 27, 1923, the within petition presented, read and considered, and J.D. Ritter, Adam Shuman, and A. M. Shoemaker, Esq, are appointed Viewers to inspect said bridge and make a report to the Court as within prayed for.

BY THE COURT.
E.

ATTEST:

Frank C. Kell Clerk.

SPECIFICATIONS
FOR
PROPOSED SIDEWALK
FOR
BRIDGE OVER CONEMAUGH RIVER
AT
SOUTH FORK BORO, CAMBERIA COUNTY, PENNA.

--00000--

APPROVAL.

The Contract and Specifications mentioned therein or hereto
attached and plans listed therein are approved this 23 day of

Apr. A. D., 1923.

BY Walter J. Jones
Wright Roberts

H. B. Keffley
Commissioners of Cambria County.

H. F. Dow 4/23/23
Cambria County Engineer.

ADVERTISEMENT.

Sealed Bids:- Up until 11 o'clock A. M., Monday April 9th, 1923, sealed bids will be received at the office of the County Controller for the construction of a reinforced side-walk on the West side of the present concrete bridge on Maple Street, over the Conemaugh River in the Borough of South Fork, Cambria County, Pa. Dimensions of said side-walk are 85 feet by 4 feet 11 inches. Plans and Specifications may be obtained from the office of the County Commissioners and also from the office of H. F. Dorr, County Engineer.

A certified check of \$200.00 must accompany each proposal. The Commissioners reserves the right to reject any and all bids. Envelopes containing bids must be plainly marked "REINFORCED SIDE-WALK."

Herman T. 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.....H. 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 prepared 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 sidewalk 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 quantities or qualities 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 sidewalk. The Contract shall include the Proposal, Plans, Specifications, Contract Bond and Notice to Proceed, also any and all supplemental agreements which reasonably could be required to complete the construction of the sidewalk 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.

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 form herein provided. The blank space in the proposal, unless otherwise noted must be filled in, and no change 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 inclose with their proposal a certified check for Two Hundred Dollars (\$200.00), 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 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 days after the opening of the proposals, all checks, except those of the three lowest bidders, will be returned, and should an 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 50% of the estimated aggregate amount of the unit prices bid; it shall refer to the contract and be subject to the approval of the Board of County Commissioners.

(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 the specifications as hereto attached.

PROPOSAL

BID OF W R R Myers
 ADDRESS Lewistown
 STATE Penna

For the construction of a reinforced concrete sidewalk on the West side of the present concrete bridge on Maple Street over the Cone-maugh River, in the Borough of South Fork, Cambria County, Pennsylvania. 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 sidewalk shown on the plans and described in the specifications for the sum of Three Thousand Hundred Dollars (\$3380.00), and for the purpose of making monthly estimates, I propose to perform the work and accept payments on the following schedule of approximate quantities as follows:

SCHEDULE OF UNIT QUANTITIES AND PRICES

ITEM NOS.	UNIT QUANTITIES	UNIT PRICE		AMOUNT	
		DOLS.	CTS.	DOLS.	CTS.
1.	Excavation	2	00		
2.	Lumber for forms Per M...	60	00		
3.	Labor on forms per Lin. Ft. of Span.....	10	00		
4.	Reinforcing Steel..... Per lb..		10		
5.	Stone Per Ton..	4	00		
6.	Sand..... Per Ton..	4	00		
7.	Cement..... Per Bbl..	3	50		
8.	Railing..... Per Lin. Ft.	3	50		
TOTAL AGGREGATE AMOUNT-----					

REMARKS:

I do hereby agree to complete the work in accordance with the plans and specifications on file in the Office of H. F. Dorr, County Engineer, of Cambria County, Pa., and upon the terms and conditions and specifications and form of Contract herewith attached, within Sixty working days.

It is understood and agreed that should the work not be completed within the above time specified, the sum of Twenty Dollars (\$20.00) per day shall be deducted from the moneys due the Contractor.

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

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

Having made such examination, I attach hereto a legally executed certified check made payable to the order of the Treasurer of Cambria County, Penna., without reservation in the sum of Two Hundred Dollars (\$200.00) which is deposited as a guarantee, that if awarded the contract the undersigned will furnish the required bond within (Ten) (10) days (Sunday excepted), execute the contract and agree to perform the work according to the plans and specifications. If successful in bid, the check is to be retained by the County until bond and signed contract is executed, otherwise to be returned when the contract is awarded.

It is understood and agreed by the undersigned that if awarded the contract in case of failure or neglect to enter said contract and furnish the required bond within Ten (10) days, Sunday excepted, after day of award of contract that the certified check attached hereto is to be forwarded to the County of Cambria, as liquidated damages.

In case of extra work to be done on a force account basis, I propose to do same at 15% per cent.

The undersigned further agrees to begin the work within Ten Days, Sunday excepted, after the Contract has been executed, unless otherwise ordered in writing by the County Engineer, said County Engineer to be the County Commissioners representative.

WITNESS MY hand, this 14th day of April 1923.

SIGNATURE OF BIDDER

R.R. Myers
Lewistown
Pa.

BUSINESS ADDRESS

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

SPECIFICATIONS.

The Contractor shall do all clearing, grubbing, make all excavation, do all shaping and construct the sidewalk and its appurtenances, procure all permits, licenses, follow the approved plans on file in the Office of the County Engineer, do all extra work, or additional work, observe and obey all laws, Federal, State and local By-laws, provide sanitary conveniences for workman, provide all barricades, danger, warning and detour signs, and assume all responsibility for damage claims, submit all materials if required by Engineer to the Pennsylvania State Highway Testing Laboratory, and conform in every detail with the requirements set forth by the American Society for Testing materials, or the Pennsylvania State Standard bridge specifications, (The County Engineer to designate which of the above mentioned to be accepted,) furnish all material and labor necessary to construct and complete the sidewalk mentioned herein, as shown on drawings hereto attached, and in accordance with the specifications, remove all rubbish and unused materials immediately upon the completion of the work, and leave present work in as good a condition as it now is, and to leave the part constructed in a neat and workmanlike manner.

EXCAVATION. Shall consist of all earth, stone or any other materials or obstructions etc., necessary to place in the concrete brackets as shown on the plan and do all necessary backfilling to connect the said sidewalk to the sidewalk to be constructed at both ends of bridge. After completion to shape and slope shoulders and leave same in a neat and workmanlike manner, after concrete is placed, the area around the wall shall be filled with approved material in layers not to be more than six inches in depth and compact and satisfactorily to the level of the original surrounding surfaces. All surplus excavated material to be disposed of as directed the Engineer.

FORMS. The forms and false-work shall be substantial and unyielding, properly braced or tied together by means of wire or rods and shall be so designed and constructed that the concrete will conform with the proper dimensions and contours as shown on plan.

Limestone aggregate shall meet the following requirements:-

General

The broken stone shall be clean, sound, durable, sharp angled, of uniform quality, and free from thin flat or shally pieces and shall conform to the Standard Specifications of the Pennsylvania State Highway Bridges as set forth in form 409, August 1919.

MIXING. The concrete shall be mixed on the site of the work in the proportions 1;2;4 it shall be mixed by a machine mixer and conform to the standards as set forth in the Pennsylvania State Standard Highway Bridges Form 409, August 1919.

MEASURING. The aggregate shall be measured by method or device which will insure the required proportions at all times. A suitable means shall be employed for accurately measuring the amount of water to be used for each batch and the water in the concrete shall be no more than required to cause it to flow about the reinforcing steel and to permit the easy penetrating of the spade. Individual particles of the coarse aggregate when isolated shall show a coating of mortar containing its proportionate amount of sand.

The concrete material shall be measured in such a manner as to insure uniform proportions of all the ingredients. In no case shall the mixer be loaded to excess to its rated capacity. Concrete shall be mixed thoroughly in a batch mixer of an approved type for a period of not less than one minute after all materials are in the drum, and during this period, the drum shall revolve at the speed for which it is designed but shall not make less than fourteen revolutions nor more than twenty revolutions per minute. The inside of the drum shall be kept free from hardened concrete and the drum shall be completely emptied before recharging.

PLACING CONCRETE. Before placing the concrete, all forms shall be thoroughly wet and cleaned and the space to be occupied by the concrete shall be free from debris. The method of depositing shall be such as to insure that all reinforcing steel is completely enveloped in concrete mortar and such that this condition can be verified by inspection. The concrete shall be deposited in thin layers to facilitate spading, ramming, or packing.

Forms for exposed surfaces shall be made of dressed tongue and grooved lumber and practically water tight, and maintained in alignment, all exposed edges shall be beveled with a triangular strip built into the forms or rounded with an edging tool.

REINFORCING. All reinforcing steel for the structure shall be of such size and placed in the position as shown on the plans and kept in this position while the concrete is being placed, all reinforcement shall be placed in position before any concrete is deposited. In no case shall reinforcing steel be driven or forced into the cement or into place after said concrete has taken its initial set.

All steel shall be made by the open-hearth process. Bars shall be rolled from billets. The phosphorous must not exceed .05% and the physical properties conforming to the following limits:-

Ultimate tensile stress 55-70,000 Lbs. per Sq. Inch.

Yielding point minimum 33,000 Lbs. per Sq. Inch.

Elongation minimum 1,400,000
Tensile Stress.

All material shall be free from injurious seams, flaws or cracks, and have a workmanlike finish. No steel reinforcement used in concrete shall be painted, but shall be free from rust, dirt, oil, or grease, and all mill scale shall be removed by hammering the metal and then cleaning with a steel brush.

PLACING THE REINFORCING-STEEL. The three-eighth round bars reinforcing sidewalk slab shall extend into the drilled holes in the base of the concrete railing as shown on the drawings, the holes to be thoroughly cleaned and washed out, and the above mentioned rods to be fastened into the holes by cement grout.

The steel dowel pins three quarter inch and one inch round for securing sidewalk brackets to the concrete of the present structure, shall be fitted into drill holes for the depth shown on plan and thoroughly grouted in as above mentioned.

The three quarter inch round bars for reinforcing the sidewalk brackets shall pass through drill hole in the railing base to the one

three eighth inch round reinforcing bars of the floor beams; the concrete or the floor slab to be removed for this purpose, the pair of bars should be tightly wrapped with wire to each other as well as the four mentioned one and three eighth inch round bars. The bars should be thoroughly and completely concreted in and given time to harden before the concrete for the bracket is poured.

SPLICING REINFORCEMENT. Wherever it is necessary to splice reinforcement, the rods shall be connected by a direct splice of equal strength to that of the rod itself, or by overlapping their ends not less than forty diameters and wired. No splices will be permitted at places of maximum allowable stress. The sidewalk slab reinforcement shall be continuous over the sidewalk brackets.

CEMENT. All cement used in the construction of this work, shall conform to the Standard Specifications for Portland Cement adopted by the American Society for Testing Materials at the last meeting.

BONDING. To insure the bonding of the new cement work to the present cement work "Living Stone" (furnished by the Living Stone Company, Baltimore Md.) shall be used as per directions furnished by the manufacturer of this material in grout and concrete in contact with present work.

SAND & AGGREGATE. The Contractor shall secure same kind of sand and aggregate for patching as was used in the present bridge, in order not to mar the appearance of the structure.

Sand shall meet the following requirements:-

The sand shall be composed of clean, hard, durable, uncoated particles of stone, well graded from coarse to fine, with the coarse particles predominating, and free from lumps of clay and organic matter.

Grading

Passing 1/4" screen-----	100%
" No. 20 sieve-----	35% to 80%
" " 50 " -----	25%
" " 100 "-----	5%

Physical properties

Silt, by weight not over 3%

Tensile strength of cement-sand mortar (1 to 3) not less than 100% standard.

The method or device used for conveying the concrete from the mixer to its place in the work shall be such as to insure against separation of the coarse aggregate from the mortar. When concrete is being deposited in the sidewalk slab, it shall be placed by that method which will insure as short a vertical drop as practicable. In the sidewalk brackets the concrete shall be deposited so as to maintain a surface practically horizontal throughout.

RETEMPERING. Retempering of mortar or concrete which has partially hardened, that is, remixing with or without additional materials or water will not be allowed.

COMPACTING. The concrete shall be thoroughly compacted, by working with a spade or similar tool moving it up and down in the concrete until all the ingredients have settled into their proper place by gravity and the surplus water forced to the surface.

FACING. The facing shall be made by working the coarse stone back from the form by means of a spade or similar tool so as to bring excess mortar to the face. When construction joints are necessary in sidewalk slab they shall be vertical and placed at the center of the span.

When the work is resumed, the concrete previously placed shall be roughened thoroughly cleaned of all foreign material and laitance, drenched with water and sprinkled with a thin coat of neat cement.

PROTECTION. The faces of concrete exposed to premature drying shall be kept wet by covering with wet cloths or tarpaulins for a period of at least seven (7) days after molding.

DEPOSITING AND PROTECTION DURING FREEZING TEMPERATURES.

Concrete shall not be mixed or deposited during freezing temperatures, except by special permission of the County Engineer. In this case, the sand, water and broken stone shall be heated but no salt shall be added. Effective means shall be provided to prevent the concrete from freezing until it has thoroughly hardened.

REMOVAL OF FORMS. The time for removal of forms and shores, shall be determined in each case by the County Engineer. No horizontal forms carrying loads shall be removed or center struck for a period of thirty days. During the setting of the concrete and before the removal of the forms, loading shall not be placed upon the concrete.

ORDINARY SURFACE FINISH. After the forms are removed, which shall be as soon as permitted any small cavities or openings in the surface shall be neatly filled with cement mortar, of the same proportions as used in the original mixture. Any projections on exposed surfaces due to defects in the forms shall be rubbed off with a stone or wooden float.

PLASTER COATS OF MORTAR, or washed coats of cement grout will not be permitted except in the filling of small cavities.

The surface of sidewalk shall be broomed to roughen the surface for travel.

EXPANSION. The sidewalk slab shall be made to slide on the brackets "B" secured to abutment piers as shown. Also pipe railing shall be provided with an expansion joint at these brackets. An expansion plate with rougher surface shall be provided to cover the gap between slabs.

DRILLING HOLES. In drilling holes in the present concrete structure, no reinforcement shall be cut through or defaced or injured, or the present concrete cracked or unnecessarily damaged. Holes shall be no longer than necessary to place and anchor the new reinforcement. The drilling of holes in and the cutting of concrete shall be done by a skillful stone cutter.

The galvanized pipe hand rail shall be given two coats of linseed oil and white lead, tinted to a grey shade.

CONTRACT.

THIS AGREEMENT, made and entered into this 14th

day of April 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

R. R. Myers of Lewistown Pa.
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 constructing of a sidewalk on the West side of the present concrete bridge on Maple Street over the Conemaugh River, in the Borough of South Fork, Cambria County, Pennsylvania., according to the plans and specifications on file in the office of H. F. Dorr, County Engineer, for Cambria County, Pennsylvania.

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 Specifications and in the plans 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 specifications and plans 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() 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 County Engineer, to complete the finishing and delivery of said materials and the doing and performance

of said work within the aforesaid ...^{from}Sixty... (60) 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 causes 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 materials 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 the 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.

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 50% percentum 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, Instruction 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

Walter Jones
Walter Jones

James McNamee
Chief Clerk.

H. B. Keppley
County Commissioners.

N. B. Myers
Lewistown Pa

N. B. Myers
Witnesses.

Contractor.

Approved as to form and legality.
(See opinion herewith submitted)

Walter Jones
County Solicitor.

CONTRACT BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, R. R. Myers
of Lewistown, Pennsylvania

hereinafter called the "Principal" and Massachusetts Bonding and Insurance
Company of Boston, Mass.

a corporation incorporated under the Laws of the State of ~~Pennsylvania~~ Massachusetts
hereinafter 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 Sixteen

Hundred Ninety Dollars (\$ 1690.00) lawful

money of the United States of America, to be paid to the said County of
Cambria, to which payment well and truly to be made and done, we bind our-
selves our heirs, executors, administrators and successors, jointly and
severally, firmly and by these presents.

Sealed with our respective seals and dated this 11th
day of April, 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 constructing
of a sidewalk on the West side of the present concrete bridge on Maple
Street over the Conemaugh River, in the Borough of South Fork, Cambria
County, Pennsylvania.

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 water line all and every sum or sums of moneys 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 sidewalk, and shall on 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.)

..... R. R. Myers (Seal)
Contractor.

..... (Seal)

..... (Seal)

..... (Seal)

..... (Seal)

..... (Seal)

Witnesses:

C. R. Myers
.....
Lewistown, Pa.
.....

MASSACHUSETTS BONDING AND INSURANCE COMPANY

.....
Surety Company

By

..... Virginia C. Shoop
~~Secretary~~ Witness

By John C. Orr

..... (SEAL AFFIXED)
~~President~~ Attorney in Fact

BY JOHN C. ORR
Solicitor

Approved as to form and legality.

Walter Jones
Co. Solicitor

No. 2 Sept 1921

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

For constructing a side-
walk on the West side of the
present concrete bridge on
Maple Street, over the
Conemaugh River, in the
Borough of South Fork,
Cambria County, Pa.

NOW, April 29, 1923,

The within Plans and
Specifications, Contract
and Bond are approved.

By the Court

E.

Filed 26 April 1923

(COPY)

INCORPORATED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS

T. J. Falvey, President

Charles W. Fletcher, Comptroller

John T. Burnett, Sec'y

Condensed Financial Statement

of the

MASSACHUSETTS BONDING AND INSURANCE COMPANY

HOME OFFICE, BOSTON, MASSACHUSETTS

MARCH 31, 1922.

PAID UP CASH CAPITAL.....\$1,500,000.00.

ASSETS

LIABILITIES

United States Government Bonds,	\$1,397,471.36
U. S. Government Certificates of	
Indebtedness,	234,318.75
Federal Land Bank Farm Loan Bonds	60,968.75
Phillippine Government Public Imp't Bonds	26,125.00
State and Municipal Bonds	1,438,821.00
Railroad Bonds	769,828.75
Miscellaneous Bonds	594,907.50
Bank and Other Stocks	417,800.00
Real Estate	402,000.00
Real Estate Mortgages	22,966.66
Unpaid Premiums subsequent to	
Jan. 1, 1922, \$1,065,060.11	
Prior to Jan.1,	
1922, 58,571.37	1,123,631.48
Cash in office and Banks	505,991.59
Accrued interest and Rents,	71,681.47
Other Assets,	121,119.22
Total Assets,	\$ 7,186,731.53

Premium Reserve	\$2,534,929.02
Reserve for Claims,	1,730,122.55
Reserve for accrued taxes,	97,075.76
Reserve for Commissions,	277,668.01
Reserve for Reinsurance	67,057.68
Reserve for other liabilities,	<u>21,700.19</u>

Total liabilities, except Capital, \$ 4,728,553.21

Surplus over Capital and all liabilities,	\$821,097.37
Cash Capital,	<u>1,500,000.00</u>

Surplus to Policyholders, Insurance Dep't Basis, 2,321,097.37

Total, \$ 7,049,650.58

Deduct items not admitted by Insurance Departments, viz.

Unpaid Premiums	
Prior to Jan. 1, 1922, \$58,571.37	
Other Assets,	78,509.58
ADMITTED ASSETS,	\$ 7,049,650.58

COMMONWEALTH OF MASSACHUSETTS)SS:
COUNTY OF SUFFOLK)

I, R. C. DeNormandie, Assistant Secretary of the Massachusetts Bonding and Insurance Company, certify under oath that the above is a full, true and correct statement of the Assets and liabilities of the said Company on the 31st day of March, A. D. 1922, according to the best of my information, knowledge and belief.

Asst. Secretary.

Subscribed and sworn to before me May 5th, 1922.

Geo. W. Buckman,
Notary Public