

Rd # 1

Sept. term 1922

Shooting Box, New Bridge
NW Leubaker Run

Not microwaved

SPAN	CLEAR	FACE TO FACE OF ABUTMENTS	HEIGHT OF AVAILABLE WATERWAY	TOP OF ABUTMENT	ABUTMENT TOP	ABUTMENT BASE	HEIGHT OF WING	WING LENGTH	HEIGHT OF WING AT END	WING TOP	WING BASE	WING BASE AT END	FOOTING DEPTH	# OF ABUTMENTS	# OF ABUTMENTS PER 100 YDS	FLOOR SHEET NO.
180	3-0	2-0	4-1	1-9	2-9	2-9	4-9	4-9	2-0	3-3	2-0	2-9	3-0	361	25	67
	4-0	2-5	5-4	2-0	3-3	2-0	6-0	2-6	2-0	3-9	2-0	3-3	3-0	429	32	84
	5-0	3-0	6-4	2-6	4-0	2-0	7-0	3-3	2-0	4-5	2-0	4-0	3-0	598	43	
	6-0	3-6	7-4	3-0	4-8	2-0	8-0	3-3	1-0	5-7	2-0	4-8	3-0	763	55	
	7-0	4-0	8-4	3-3	5-7	2-0	9-3	3-6		6-5	2-0	5-7		1204	69	
	8-0	4-5	9-4	3-6	6-5	2-0	10-3	4-0		7-0	2-0	6-5		1426	104	
	9-0	5-0	10-4	4-0	7-0	2-0	11-6	4-3		7-7	2-0	7-0		1518	122	
	10-0	5-4	11-4	4-3	7-7	2-0	12-6	4-9		8-1	2-0	7-7		1740	145	
	11-0	5-9	12-4	4-9	8-1	2-0	13-9	5-3		8-3	2-0	8-1		1962	168	
	12-0	6-4	13-4	5-3	8-3	2-0	14-6	5-9		8-5	2-0	8-3		2184	191	
	13-0	6-9	14-4	5-9	8-5	2-0	15-6	6-3		8-7	2-0	8-5		2406	214	
	14-0	7-4	15-4	6-3	8-7	2-0	16-6	6-9		8-9	2-0	8-7		2628	237	
	15-0	7-9	16-4	6-9	8-9	2-0	17-6	7-3		9-1	2-0	8-9		2850	260	
	16-0	8-4	17-4	7-3	9-1	2-0	18-6	7-9		9-3	2-0	9-1		3072	283	
	17-0	8-9	18-4	7-9	9-3	2-0	19-6	8-3		9-5	2-0	9-3		3294	306	
	18-0	9-4	19-4	8-3	9-5	2-0	20-6	8-9		9-7	2-0	9-5		3516	329	
	19-0	9-9	20-4	8-9	9-7	2-0	21-6	9-3		9-9	2-0	9-7		3738	352	
	20-0	10-4	21-4	9-3	9-9	2-0	22-6	9-9		10-1	2-0	9-9		3960	375	
	21-0	10-9	22-4	9-9	10-1	2-0	23-6	10-3		10-3	2-0	10-1		4182	398	
	22-0	11-4	23-4	10-3	10-3	2-0	24-6	10-9		10-5	2-0	10-3		4404	421	
	23-0	11-9	24-4	10-9	10-5	2-0	25-6	11-3		10-7	2-0	10-5		4626	444	
	24-0	12-4	25-4	11-3	10-7	2-0	26-6	11-9		10-9	2-0	10-7		4848	467	
	25-0	12-9	26-4	11-9	10-9	2-0	27-6	12-3		11-1	2-0	10-9		5070	490	
	26-0	13-4	27-4	12-3	11-1	2-0	28-6	12-9		11-3	2-0	11-1		5292	513	
	27-0	13-9	28-4	12-9	11-3	2-0	29-6	13-3		11-5	2-0	11-3		5514	536	
	28-0	14-4	29-4	13-3	11-5	2-0	30-6	13-9		11-7	2-0	11-5		5736	559	
	29-0	14-9	30-4	13-9	11-7	2-0	31-6	14-3		11-9	2-0	11-7		5958	582	
	30-0	15-4	31-4	14-3	11-9	2-0	32-6	14-9		12-1	2-0	11-9		6180	605	
	31-0	15-9	32-4	14-9	12-1	2-0	33-6	15-3		12-3	2-0	12-1		6402	628	
	32-0	16-4	33-4	15-3	12-3	2-0	34-6	15-9		12-5	2-0	12-3		6624	651	
	33-0	16-9	34-4	15-9	12-5	2-0	35-6	16-3		12-7	2-0	12-5		6846	674	
	34-0	17-4	35-4	16-3	12-7	2-0	36-6	16-9		12-9	2-0	12-7		7068	697	
	35-0	17-9	36-4	16-9	12-9	2-0	37-6	17-3		13-1	2-0	12-9		7290	720	
	36-0	18-4	37-4	17-3	13-1	2-0	38-6	17-9		13-3	2-0	13-1		7512	743	
	37-0	18-9	38-4	17-9	13-3	2-0	39-6	18-3		13-5	2-0	13-3		7734	766	
	38-0	19-4	39-4	18-3	13-5	2-0	40-6	18-9		13-7	2-0	13-5		7956	789	
	39-0	19-9	40-4	18-9	13-7	2-0	41-6	19-3		13-9	2-0	13-7		8178	812	
	40-0	20-4	41-4	19-3	13-9	2-0	42-6	19-9		14-1	2-0	13-9		8400	835	
	41-0	20-9	42-4	19-9	14-1	2-0	43-6	20-3		14-3	2-0	14-1		8622	858	
	42-0	21-4	43-4	20-3	14-3	2-0	44-6	20-9		14-5	2-0	14-3		8844	881	
	43-0	21-9	44-4	20-9	14-5	2-0	45-6	21-3		14-7	2-0	14-5		9066	904	
	44-0	22-4	45-4	21-3	14-7	2-0	46-6	21-9		14-9	2-0	14-7		9288	927	
	45-0	22-9	46-4	21-9	14-9	2-0	47-6	22-3		15-1	2-0	14-9		9510	950	
	46-0	23-4	47-4	22-3	15-1	2-0	48-6	22-9		15-3	2-0	15-1		9732	973	
	47-0	23-9	48-4	22-9	15-3	2-0	49-6	23-3		15-5	2-0	15-3		9954	996	
	48-0	24-4	49-4	23-3	15-5	2-0	50-6	23-9		15-7	2-0	15-5		10176	1019	
	49-0	24-9	50-4	23-9	15-7	2-0	51-6	24-3		15-9	2-0	15-7		10398	1042	
	50-0	25-4	51-4	24-3	15-9	2-0	52-6	24-9		16-1	2-0	15-9		10620	1065	
	51-0	25-9	52-4	24-9	16-1	2-0	53-6	25-3		16-3	2-0	16-1		10842	1088	
	52-0	26-4	53-4	25-3	16-3	2-0	54-6	25-9		16-5	2-0	16-3		11064	1111	
	53-0	26-9	54-4	25-9	16-5	2-0	55-6	26-3		16-7	2-0	16-5		11286	1134	
	54-0	27-4	55-4	26-3	16-7	2-0	56-6	26-9		16-9	2-0	16-7		11508	1157	
	55-0	27-9	56-4	26-9	16-9	2-0	57-6	27-3		17-1	2-0	16-9		11730	1180	
	56-0	28-4	57-4	27-3	17-1	2-0	58-6	27-9		17-3	2-0	17-1		11952	1203	
	57-0	28-9	58-4	27-9	17-3	2-0	59-6	28-3		17-5	2-0	17-3		12174	1226	
	58-0	29-4	59-4	28-3	17-5	2-0	60-6	28-9		17-7	2-0	17-5		12396	1249	
	59-0	29-9	60-4	28-9	17-7	2-0	61-6	29-3		17-9	2-0	17-7		12618	1272	
	60-0	30-4	61-4	29-3	17-9	2-0	62-6	29-9		18-1	2-0	17-9		12840	1295	
	61-0	30-9	62-4	29-9	18-1	2-0	63-6	30-3		18-3	2-0	18-1		13062	1318	
	62-0	31-4	63-4	30-3	18-3	2-0	64-6	30-9		18-5	2-0	18-3		13284	1341	
	63-0	31-9	64-4	30-9	18-5	2-0	65-6	31-3		18-7	2-0	18-5		13506	1364	
	64-0	32-4	65-4	31-3	18-7	2-0	66-6	31-9		18-9	2-0	18-7		13728	1387	
	65-0	32-9	66-4	31-9	18-9	2-0	67-6	32-3		19-1	2-0	18-9		13950	1410	
	66-0	33-4	67-4	32-3	19-1	2-0	68-6	32-9		19-3	2-0	19-1		14172	1433	
	67-0	33-9	68-4	32-9	19-3	2-0	69-6	33-3		19-5	2-0	19-3		14394	1456	
	68-0	34-4	69-4	33-3	19-5	2-0	70-6	33-9		19-7	2-0	19-5		14616	1479	
	69-0	34-9	70-4	33-9	19-7	2-0	71-6	34-3		19-9	2-0	19-7		14838	1502	
	70-0	35-4	71-4	34-3	19-9	2-0	72-6	34-9		20-1	2-0	19-9		15060	1525	
	71-0	35-9	72-4	34-9	20-1	2-0	73-6	35-3		20-3	2-0	20-1		15282	1548	
	72-0	36-4	73-4	35-3	20-3	2-0	74-6	35-9		20-5	2-0	20-3		15504	1571	
	73-0	36-9	74-4	35-9	20-5	2-0	75-6	36-3		20-7	2-0	20-5		15726	1594	
	74-0	37-4	75-4	36-3	20-7	2-0	76-6	36-9		20-9	2-0	20-7		15948	1617	
	75-0	37-9	76-4	36-9	20-9	2-0	77-6	37-3		21-1	2-0	20-9		16170	1640	
	76-0	38-4	77-4	37-3	21-1	2-0	78-6	37-9		21-3	2-0	21-1		16392	1663	
	77-0	38-9	78-4	37-9	21-3	2-0	79-6	38-3		21-5	2-0	21-3		16614	1686	
	78-0	39-4	79-4	38-3	21-5	2-0	80-6	38-9		21-7	2-0	21-5		16836	1709	
	79-0	39-9	80-4	38-9	21-7	2-0	81-6	39-3		21-9	2-0	21-7		17058	1732	
	80-0	40-4	81-4	39-3	21-9	2-0	82-6	39-9		22-1	2-0	21-9		17280	1755	
	81-0	40-9	82-4	39-9	22-1	2-0	83-6	40-3		22-3	2-0	22-1		17502	1778	
	82-0	41-4	83-4	40-3	22-3	2-0	84-6	40-9		22-5	2-0	22-3		17724	1801	
	83-0	41-9	84-4	40-9	22-5	2-0	85-6	41-3		22-7	2-0	22-5		17946	1824	
	84-0	42-4	85-4	41-3	22-7	2-0	86-6	41-9		22-9	2-0	22-7		18168	1847	
	85-0	42-9	86-4	41-9	22-9	2-0	87-6	42-3		23-1	2-0	22-9		18390	1870	
	86-0	43-4	87-4	42-3	23-1	2-0	88-6	42-9		23-3	2-0	23-1		18612	1893	
	87-0	43-9	88-4	42-9	23-3	2-0	89-6	43-3		23-5	2-0	23-3		18834	1916	
	88-0	44-4	89-4	43-3	23-5	2-0	90-6	43-9		23-7	2-0	23-5		19056	1939	
	89-0	44-9	90-4	43-9	23-7	2-0	91-6	44-3		23-9	2-0	23-7		19278	1962	
	90-0	45-4	91-4	44-3	23-9	2-0	92-6	44-9		24-1	2-0	23-9		19500	1985	
	91-0	45-9	92-4	44-9	24-1	2-0	93-6	45-3		24-3	2-0	24-1		19722	2008	
	92-0	46-4	93-4	45-3	24-3	2-0	94-6	45-9		24-5	2-0	24-3		19944	2031	

CONTRACT BOND.

Know all MEN BY THESE PRESENTS, That we, *H. O. Evans*
of *Shensburg, Pennsylvania*

hereinafter called the "principal" and *Fidelity and Deposit*
Company of Maryland of Baltimore, Md.,
a corporation incorporated under the Laws of the state of *Maryland*

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 *Fifty Six hundred*
Ninety Seven and 32/100 Dollars (\$ *5697.32*)

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 *25th*
day of *July* 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 Brubaker Run, on Beaver Street in the Borough of Hastings,
Cambria County, Pennsylvania, same to be a twenty 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 there in 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.)

F. O. Evans (Seal)
Contractor

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

Witnesses:

W. S. Anderson
Chas. Evans

Witness
Chas. Lichtenberger
Secretary

Surety Company.
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By G. L. Cullmerry
G. L. CULLMERRY, ATTORNEY-IN-FACT.

President

Approved as to form and legality.

Walter Jones
Solicitor.

THIS POWER OF ATTORNEY LIMITS THE ACT UNDERTAKINGS SPECIFICALLY NAMED THE COMPANY EXCEPT IN THE MANNER ANI

LOSE NAMED THEREIN TO THE BONDS ANL AND THEY HAVE NO AUTHORITY TO BIN² HE EXTENT THEREIN STATED.

(General)

DUPLICATE-TAX PAID ON ORIGINAL

POWER OF ATTORNEY

Fidelity and Deposit Company of Maryland

HOME OFFICE: BALTIMORE, MARYLAND

Know all Men by these Presents:

That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, by JOHN H. WIGHT its Vice-President, and THOS. L. BERRY its Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, a copy of which section is hereto attached, does hereby nominate, constitute and appoint G. L. Cullmerry, of the City of Harrisburg, State of Pennsylvania.

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds required to be given guaranteeing the faithful completion of work given out by contract.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Maryland, in their own proper persons.

IN WITNESS WHEREOF, the said JOHN H. WIGHT Vice-President, and THOS. L. BERRY Assistant Secretary, have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 5th day of November A. D. 1928 Attest: FIDELITY AND DEPOSIT COMPANY OF MARYLAND By

THOS. L. BERRY Assistant Secretary.

JOHN H. WIGHT Vice-President.

STATE OF MARYLAND } ss. CITY OF BALTIMORE

On this 5th day of November A. D. 1928 before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified came JOHN H. WIGHT Vice-President, and THOS. L. BERRY Assistant Secretary, of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed, the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

FRED S. AXTELL Notary Public.

Extract from By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, adopted by the Stockholders of said Company on January 18th, 1921.

"Article VI, Section 2—The President, or The Vice-President, or any one of the Additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint any Attorney-in-Fact or to authorize any person or persons to execute on behalf of the Company, any bonds, recognizances, stipulations, undertakings, deeds, releases of mortgages, contracts, agreements, and policies, and to affix the seal of the Company thereto."

I, THOS. L. BERRY Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is still in force.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the Corporate Seal of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 5th day of November A. D. 1928.

THOS. L. BERRY Assistant Secretary.

CERTIFICATE

I, E. B. BATES Assistant Secretary of the **Fidelity and Deposit Company** of **Maryland**, do hereby certify that the attached Power of Attorney dated Nov. 5, 1908 in behalf of G. L. Cullmerry, Harrisburg, Pa. is a true and correct copy and that same is still in force.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 9th day of April 1923.



Assistant Secretary.

Plans and specifications,
award of Contractor, Contract
and bond.

For the construction of a
reinforced concrete bridge,
over Brubaker Run, on Beaver
Street, in Hastings Borough,
Cambria County, Pennsylvania

NOW, *6 Aug*, 1923,
the within plans, specifica-
tions, contract and bond
are approved.

By the Dist
M. L. Linn

Filed 6 Aug 1923

SPECIFICATIONS AND CONTRACT
FOR
THE CONSTRUCTION OF A REINFORCED CONCRETE BRIDGE
OVER
BRUBAKER RUN IN THE BOROUGH OF HASTINGS.

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APPROVAL

The Contract and Specifications mentioned therein are hereto
attached and plans listed therein are approved this 30th day
of July A. D., 1923.

BY

W. H. ...
W. H. ...
W. H. ...
Commissioners of Cambria County

PROPOSAL

SEALED PROPOSALS, will be received by the Commissioners of Cambria County until 11 o'clock a. m., Wednesday, July 11, 1923, at their office in the Court House, Ebensburg, Pa., for the construction of a reinforced concrete bridge over Brubaker Run in the Borough of Hastings, on Beaver Street, same to be 20-foot span.

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

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

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

The words "PROPOSAL FOR COUNTY BRIDGE" shall be plainly marked on the outside cover of all proposals.

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.
- "LABORATORY".....The official testing Laboratory of the Pennsylvania State Highway Department at Harrisburg, Pa.
- "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 bridge is awarded to him.
- "PLANS".....All drawings, or reproductions of drawings or supplements thereto pertaining to the work or connected with the work prepared by the 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 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, Specifications, Contract, Bond, and Notice to Proceed; also any and all supplemental agreements which reasonably could be required to complete the construction of the bridge in a substantial and acceptable manner.

"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.

"HIGHWAY".....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 approach 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 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 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 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 resume 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 excavation, 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 lines in a substantial and acceptable manner. He shall furnish, unless otherwise provided in the "Special Provisions" of the proposal and of these specifications all implements, machinery, equipment, tools, material and labor necessary to the prosecution of the work. In short, the Contractor shall construct the bridge in strict accordance with the plans, specifications, and contract and when completed, shall leave it in a neat and finished condition.

(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 and 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 foreman 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%) per centum 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%) per centum.

(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 or 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 and shall be submitted to the Engineer by the Contractor, upon a certified triplicate statement to which shall be attached original bills covering the cost of, and the freight charges on all materials used in such work, and said statement shall be filed not later than the tenth (10th) 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 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 backfill 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 of authority over the work; and shall indemnify and save harmless the County and all its officers, agents and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, 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 infringements, 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, not 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 meaning 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 lands in a neat and presentable condition, acceptable to the Engineer.

(25) MEASUREMENT OF QUANTITIES. All work completed under this contract shall be measured by the Engineer according to the 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 H. O. Evans
 ADDRESS Hastings
 STATE Pa

For the construction of a reinforced concrete bridge over Brubaker Run in the Borough of Hastings, on Beaver Street, in Cambria County, Pa. same to be a twenty foot span as per the advertisement.

TO THE BOARD OF COUNTY COMMISSIONERS OF
 CAMBRIA COUNTY, PA.

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

Five thousand and six hundred and thirty two and 32/100 \$ 5697.32

ITEM NO.	APPROXIMATE QUANTITIES.	ITEM & UNIT PRICES	UNIT PRICE AMT.	
			DOLS.	CTS.
1.	242	Cubic yards of Excavation without classification, as shown on the plans for foundations, stream changes, waterways, etc., including cofferdams, etc., refilling, disposal of surplus material and incidental work, at <u>\$ 3.00</u> Per Cu. Yd.	\$	<u>726.00</u>
2.	49.55	Cubic Yards of "Class" "A" Concrete as per plan, Complete in place, at <u>\$ 20.00</u> Per Cu. Yd.	\$	<u>991.00</u>
3.	37	Cubic Yards of "Class" "B" concrete, for footings to water line as shown on the plan, complete in place, at <u>\$ 18.00</u> Per Cu. Yd.	\$	<u>666.00</u>
4.	91	Cubic Yards of "Ashlar Rubble Masonry, as per plan, complete in place, including copings, the stone in the present abutments to be used in the new work, it being the property of Cambria County, at <u>\$ 12.00</u> Per Cu. Yd.	\$	<u>1092.00</u>

ITEM NO.	APPROXIMATE QUANTITIES.	ITEM & UNIT PRICES BID.	UNIT PRICE. Dols.Cts.	AMT. Dols.Cts.
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5.	12564	Pounds of "Plain Steel Bars," for reinforcing cement concrete structures, as per plan, complete in place, including clips, wires, etc., at <u>7 Cts</u>	Per Lb.	<u>\$ 1005.12</u>
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6.		"Superstructure," as per plan, complete in place; for <u>\$ 400.00</u>	Lump Sum.	<u>\$ 400.00</u>
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7.		For "Removing Old Bridge" from the site, storing and the reserving material specified and disposing of the unreserved material, for "Maintenance of Traffic" during the construction of the bridge, and removing all temporary structures used, including all materials, labor and incidental work, for <u>\$ 400.00</u>	Lump Sum.	<u>\$ 400.00</u>
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8.	49.55	Square Yards of "Cement Concrete 1-2-3 Mix Pavement" Complete in place, at <u>4.00</u>	Per. Sq.Yd.	<u>\$ 198.20</u>
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9.	338	Square Feet of "Sidewalk" to be placed as shown on plan, including reinforcing steel, concrete curb, and cinder grout filler, as shown on plan, at <u>50 Cts</u>	Per Sq. Ft.	<u>169.00</u>
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10.	1	"Marble Name Plate" with name of County Commissioners cut; also date built and the name "Cambria County Bridge" placed on same, at <u>\$ 50.</u>		<u>50.</u>
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11.		"Force Account" cost plus <u>15%</u>		
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TOTAL AMT. OF BID-----
5697.32

REMARKS:

C 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. F. Dorr, upon the terms and conditions, specifications and form of contract herewith attached, at the rates specified under the schedule of prices within 70 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.

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

Having made such examination C 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 check 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 my hand this 23rd day

of July A. D., 1923.

H. D. Evans

Shensburg
Business Address.

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

H. D. Evans

CONTRACT.

THIS AGREEMENT, made and entered into this 25th day of July 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

H. O. Wauers of Ebensburg 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 construction of a reinforced concrete bridge over Brubaker Run, in the Borough of Hastings, on Beaver Street, Cambria County, Pennsylvania, same to be a twenty foot span, according to plans and specifications on file in the office of H. F. 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 the 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 seventy (70) 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 furnishing and delivery of said material and the doing and performance of said work within aforesaid seventy (70) 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 day 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 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, with the approval of the County Commissioners. 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 with said approval. 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 done or furnished. ← X

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 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 the sum equal to One Hundred 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, 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 Stanley D. ...

Alleged ...

County Commissioners.

James M. ...
Chief Clerk:

...

Edith ...

Chas ...
Witnesses.

Contractor:

Approved as to form and legality:

Walter ...
County Solicitor;



Hastings

To Westover →

Bridge Street

Beaver Street

To be paved

Boron

Burbaker

Run

Location of old bridge.

Location of present dilapidated foot bridge.

Foot bridge

5th paved

Permanent highway to Patton now being constructed

To Patton →

Plot on draft showing size and location of the present old wagon bridge & foot bridge over Burbaker Run on Bridge Street in the town of Hastings, Cambria County, Pennsylvania. Also suggested size and location of a proposed new bridge over said run on the same street in said town of Hastings, as recommended by the members of the Bridge-Committee, Pottsville, 1901.

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 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 and more substantial bridge over Brubaker Run on Bridge Street, in the borough of Hastings, 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 the Council of the Borough of Hastings and having them accept service of notices hereto attached, and to the public by printed hand bills posted in public and conspicuous places at and near the site of the bridge to be viewed; and having been first 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 the proposed new bridge in accord with the notices so given and having carefully viewed the premises, investigated and enquired into the necessity for a new and more substantial bridge over Brubaker Run on Bridge Street in the Borough of Hastings, as aforesaid, and are of the opinion that a new, wider and more substantial bridge for the safety and accomodation of the traveling public is necessary at the point designated in the order of the Court and hereinabove referred to and are of the further opinion that the expense of constructing a suitable bridge at the place designated will be more than is reasonable that the taxpayers of the said borough of Hastings should be required to bear and therefore recommend that the County of Cambria bear the expense of constructing the same.

The undersigned further desire to report that the present old bridge is but 13 feet 8 inches in width, in the clear, and is 74 feet 6 inches long, between abutments, and that abongside of this bridge - which

was not designed to take care of any considerable amount of traffic nor to provide for the safety of pedestrians - is an old foot bridge approximately five foot wide and eighty feet long; and that now both the joice and plank on the old road bridge are in a bad state of de-lapidation, as is likewise the foot bridge which was built just to the North side of the main bridge; which was not built on line with the street. Accordingly, we beg leave to suggest that in constructing the new bridge, herein recommended, that it should be not less than thirty feet wide,^v with a driveway of not less than eighteen feet in the clear, in the center, and with two foot paths for pedestrians- one on either side of the driveway -- and with a span not exceeding thirty four feet in the clear between the abutments; which will be more than sufficient to take care of all the water passing thereun- der even during periods of highest water; and that the center line of the suggested new bridge should line with the center of Bridge street, as suggested on the plot or draft hereto attached and made a part of this report- which shows the dimentions and relative lo- cations of the old bridges, now standing, and the suggested size and location of the new structure recommended in their stead.

Witness our hands this 14th. day of October, A. D., 1922.

A. M. Shoemaker

J. D. P. T. T. T.

Adam Shuman

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 county bridge over Brubaker Run, where the public road leading from Beaver Street; in the borough of Hastings; to St. Boniface, crosses said run in said borough of Hastings;

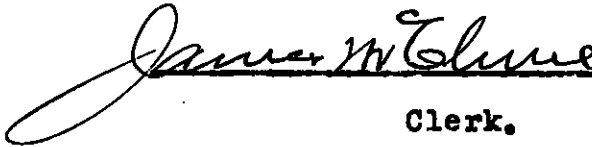
will meet AT THE SITE OF SAID PROPOSED NEW BRIDGE, in the Borough of Hastings aforesaid, on the 10th. day of October 1912, at 11:30 o'clock a. m., for the purpose of performing the duties of their appointment.

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

Viewers.

Ebensburg, Pa. 9/ 26/1922.

Now, Sept. 28th 1922, service of the within notice is hereby
accepted for the Commissioners of Cambria County, Pennsylvania.


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 county bridge over Brubaker Run, where the public road leading from Beaver Street; in the Borough of Hastings; to St. Boniface, crosses said run in said borough of Hastings:

will meet AT THE SITE OF SAID PROPOSED NEW BRIDGE, in the Borough of Hastings aforesaid, on the 10th. day of October 1922, at 11:30 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. 9/26/ 1922.

Now, Sept., ~~2~~ 1922, service of the within notice is hereby
accepted for the Council of the Borough of Hastings, Cambria Co.,
Pa.



Vice President of Council

Cost of View.

J. D. Ritter

2 Days	\$15 ⁰⁰
5-6 Miles	2 ⁸⁰
	<hr/>
	\$17 ⁸⁰

Adam Shuman

1 1/2 Days	\$11 ²⁵
78 Miles	3 ⁹⁰
	<hr/>
	15 ¹⁵

A. M. Shoemaker

Lifting Order	\$9 ⁰⁰
4 Days	30 ⁰⁰
Engineering work	40 ⁰⁰
60 Miles	3 ⁰⁰
	<hr/>
	\$73 ⁹⁰

OCT 31 1922 CERTIFIED

APPROVED FOR PAYMENT
W. R. Keffley
W. R. Keffley

No. 1 Sept. Sessions, 1922.

In re order to view
location for a new Bridge
over Brubaker Run in
Hastings Borough.

ORDER TO VIEW

and

Report of Viewers.

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

VIEWERS.

OCT 3 1 1922 CERTIFIED

Filed 16 Oct. 1922.

Clerk Robb..... 90cts

15th December 1922 Approved
By the Court.

IN THE COURT OF QUARTER SESSIONS OF CAMBRIA COUNTY, PENN'A.

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 20th. day of September, A. D. 1922, before the Honorable Judge of the said Court: Upon the petition of the Councilmen of the Borough of Hastings, setting forth that they labor under inconvenience for want of a bridge over Brubaker Run at the place where Bridge Street in said Borough crosses the said run, said street forming part of the public road leading to St. Boniface from Beaver Street in the Borough of Hastings.

That the existing bridge heretofore erected at said location has become insufficient to properly accommodate the increasing public travel and is in an unsafe condition.

That the erection of such bridge would be too expensive for the Borough of Hastings to bear and cause a great burden upon the inhabitants thereof.

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

B. R. Lloyd

Wm. Tyler

(Signed)

Jesse McDierrick

Harry Davis

Michael J. Stitts

Chas. Hetrick

D E C R E E

And now September 20th. 1922, upon due consideration of the foregoing petition, the Court appoint A. M. Shoemaker, J. D. Ritter, and Adam Shuman to view the place proposed for said bridge and if they agree that there is occasion for such bridge and that the erecting of such a bridge would require more expense than it would be feasonable the said Borough of Hastings 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 said bridge is prayed for and if in their opinion a change or variation in 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 said County of Cambria.

BY THE COURT.
E.

Extract from the Record.

Certified this 20th. day of
September, A. D. 1922.

Frank C. Roll

Clerk Q. S.

In the Court of Quarter
Sessions of Cambria County,
No. *1 Sept.* Sessions, 1922.

Petition of the Borough
Councilmen of the Borough of
Hastings for the appointment
of viewers to view the location
for a new bridge over Brubaker
Run.

Filed 20 Sept. 1922.

LAW OFFICES OF
J. HARRISON WESTOVER
FIRST NATIONAL BANK BUILDING
SPANGLER, PENNSYLVANIA

IN THE COURT OF QUARTER SESSIONS OF CAMBRIA COUNTY, PENNA.
To the Honorable, the Judges of the above named Court:


The petition of the undersigned, Councilmen of the
Borough of Hastings, Cambria County, Pennsylvania, respectfully
represents:

That it has become necessary to erect a new bridge to
take the place of the existing bridge over Brubaker Run at the
place where Bridge Street in said Borough crosses the said run,
said street forming part of the public road leading to St. Boni-
face from Beaver Street in the Borough of Hastings.

That the existing bridge heretofore erected at said
location has become insufficient to properly accommodate the
increasing public travel and is in an unsafe condition.

That the erection of such bridge would be too expensive
for the Borough of Hastings to bear and cause a great burden upon
the inhabitants 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 Borough of Hastings to bear and make report of their
proceedings to Court.



Wm. Tyler
Pres. m. W. track

Harry Davis

Michael J. Stitts

Chas. Strick

State of Pennsylvania

County of Cambria :

Before the undersigned authority personally appeared B. P. Lloyd 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.

Sworn and subscribed before me this 19 day of September, 1922.

P. J. Walsh
BY COMMISSIONER EXPIRES
APRIL 1, 1923

DECREE

And now September 20th 1922, upon due consideration of the foregoing petition, the Court appoint Am Shuman J. D. Kett and Adam Shuman 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 Borough of Hastings 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 said bridge is prayed for and if in their opinion a change or variation in 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 said County of Cambria.

By the Court
E.

BOND

KNOW ALL MEN BY THESE PRESENTS, That we, B. P. Lloyd

Wm Tyler, Jesse M Dutch, Harry Davis
Michael J Stille, Chas Hetrick,

of the Borough of Hastings, 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 of America, to be paid to the said obligee, its certain attorney, successors or 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 19 day of September, 1922.

Whereas the members of Council of the Borough of Hastings have presented to the Court of Quarter Sessions in and for the County of Cambria their petition praying for the appointment of viewers to view and report the necessity for a new bridge to take the place of the existing bridge over Brubaker Run in said Borough

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 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.

B. P. Lloyd (SEAL)

Wm Tyler (SEAL)

Jesse M Dutch (SEAL)

Harry Davis (SEAL)

Michael J Stille (SEAL)

Chas Hetrick (SEAL)

_____ (SEAL)

2 Dec 1922

In the Court of Quarter Sessions
of Cambria County, Pennsylvania,

In re appointment of Inspectors
to inspect Bridge over Brubaker
Run in Hastings Borough.

DECREE

And now, October ²⁹, 1923,
the within petition read and
considered and J. D. Ketter

Adam Thuma and
Wm. Shoemaker are

appointed Inspectors to inspect
the Bridge over Blubaker Run in
Hastings Borough.

By the Court
L

Filed 29 Oct. 1923

IN THE COURT OF QUARTER SESSIONS OF CAMBRIA COUNTY, NO. 1 SEPTEMBER SESSIONS, 1922.

TO THE HONORABLE JUDGES OF THE COURT OF QUARTER SESSIONS OF CAMBRIA COUNTY,
PENNSYLVANIA:

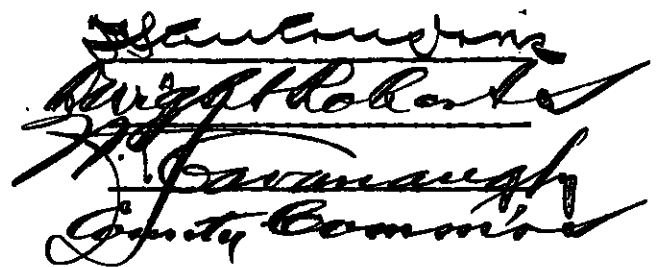
The Petition of the Commissioners of Cambria County, respectfully
represents:

That it having appeared to the Court, to the Grand Jury and the Commissioners of said County, that a Bridge over Brubaker Run in Hastings Borough, on Bridge Street, on the public road leading from the Borough of Hastings to the Village of St. Boniface, Cambria County, Pennsylvania, was necessary, and that it would be too expensive for the said Borough 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 Five Thousand Six Hundred Ninety-Three and thirty-two one hundredth (\$5693.32) Dollars; and that the said Bridge is now completed agreeably to the said Contract at the contract price plus the sum of One Thousand Seven Hundred Sixty and twenty one hundredths (\$1760.20) Dollars, for extra work found necessary during the progress of the work, making the total cost the sum of Seven Thousand Four Hundred Fifty-Three and Fifty-two one-hundredths (\$7453.52) Dollars. Payments to the amount of Five Thousand Eight hundred and ^{Three} Ninety and twenty-one hundredths (\$5893.20) Dollars have been paid to the said Contractor, leaving a balance due the said Contractor of One Thousand Five Hundred Sixty and thirty-two one hundredths (\$1560.32) 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:


Clerk


County Commissioners

STATE OF PENNSYLVANIA {
 { SS:
COUNTY OF CAMBRIA {

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.

Sworn and subscribed before me
this 16 day of October, 1923.

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

T. Stanton Davis
Dwight Roberts
W. J. Cavanaugh
County Comm'r

In the Court of Quarter
Sessions of Cambria County,
Pennsylvania.
No.1. Sept. Sessions, 1922.

In Re Bridge over Brubaker
Run in the Borough of
Hastings, Cambria County.

Recommendation of Grand
Jury and Decree of Court.

Filed 9 March 1923

LAW OFFICES OF
J. HARRISON WESTOVER
FIRST NATIONAL BANK BUILDING
SPANGLER, PENNSYLVANIA

Now, March 9, 1923, 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 Brubaker Run in the Borough of Hastings, 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 Borough of Hastings should bear, the Grand Jury having considered the matter at March Sessions of the Court, 1923, are of the opinion that a bridge over Brubaker Run in the Borough of Hastings at the point indicated in the viewers report is necessary for the convenience and accommodation of the traveling public and further that the expense of constructing a suitable bridge would be greater than the Borough of Hastings should bear and therefore recommend that the expense of constructing such bridge be borne by the County of Cambria.

Harry A. Loraner

Foreman.

Now 9th March, 1923, 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 Brubaker Run in the Borough of Hastings 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 Brubaker Run in the Borough of Hastings at a point where the same is crossed by Bridge Street in said Borough, said Street forming a part of the public road leading to Saint Boniface from Beaver Street in the Borough of Hastings and further that the expense of constructing a suitable bridge would be greater than the Borough of Hastings should bear, and the said report of the viewers having been filed at December Sessions, 1922, of this Court and no exceptions having been filed thereto, the said report was submitted to the Grand Jury at March Sessions, 1923, who upon consideration thereof are of opinion that the aforesaid bridge is necessary and that the erection thereof would entail greater expense than the Borough of Hastings 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
E

CERTIFIED COPY

No.1 September Sessions, 1922.

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

In re Bridge in Hastings
Borough, over Brubaker Run.

ORDER TO VIEW.

of
Report of
Viewers.

Filed 8 Nov. 1923

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 Brubaker Run in Hastings Borough, Cambria Co., Pa., on the road leading from said borough to the Village of St. Boniface, respectfully report:-

That the parties interested having had due notice of the view and of the meeting of the viewers to inspect said bridge 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 in accord with the notice, 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 could be determined in accord with the plans and specifications, and accordingly we recommend that the balance due on the contract, viz: One Thousand Five Hundred Sixty and 32/100 Dollars - which represents the amount of the original bid of \$5693.32. plus \$1760.20. extras; necessitated by reason of it having been found necessary to go considerable deeper with the abutments than was originally figured by the Engineer for the County when the contract was let; less \$5893.20. already paid the contractor, Hugh O. Evans, of Ebensburg, Pa. Which said amount of \$1560.32. we recommend to be paid by the Commissioners of Cambria County, Pa. to said Hugh O. Evans, the contractor.

Witness our hands this 8th.
day of November, A.D., 1923.

Adam Shuman

A. M. Shoemaker

J. D. Ritter

Viewers.

Cost of View.

W. M. Shoemaker

3-Days	\$22 ⁵⁰
Lifting Order	90
	<hr/>
	\$23 ⁴⁰

J. D. Ritter

1 Day	\$7 ⁵⁰
46 miles	2 ³⁰
	<hr/>
	\$9 ⁸⁰

NOV 12 1923 CERTIFIED

Adam Shuman

1 Day	\$7 ⁵⁰
22 miles	1 ¹⁰
	<hr/>
	\$8 ⁶⁰

ENTRUSTED TO FEDERAL
RESERVE BANK
OF ST. LOUIS
MISSOURI

IN THE COURT OF QUARTER SESSIONS OF CAMBRIA COUNTY, NO. 1 SEPTEMBER SESSIONS, 1922.

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 Brubaker Run in Hastings Borough, on Bridge Street, on the public road leading from the Borough of Hastings to the Village of St. Boniface, Cambria County, Pennsylvania, was necessary, and that it would be too expensive for the said Borough 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 Five Thousand Six Hundred Ninety-Three and thirty-two one hundredth (\$5693.32) Dollars; and that the said Bridge is now completed agreeably to the said Contract at the contract price plus the sum of One Thousand Seven Hundred Sixty and twenty one hundredths (\$1760.20) Dollars,, for extra work found necessary during the progress of the work, making the total cost the sum of Seven Thousand Four Hundred Fifty-Three and Fifty-two one-hundredths (\$7453.52) Dollars. Payments to the amount of Five Thousand Eight hundred and Ninety^{three} and twenty one hundredths (\$5893.20) Dollars have been paid to the said Contractor, leaving a balance due the said Contractor of One Thousand Five Hundred Sixty and thirty-two one hundredths (\$1560.32) 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.

T. Stanton Davis

Dwight Roberts

W. J. Cavanaugh
County Commissioners.

Attest:

Jas. McClune, Clerk.

DECREE.

And now, October 29, 1923, the within petition read and considered and J.D. Ritter, Adam Shuman and A. M. Shoemaker, are appointed Inspectors to inspect the Bridge over Blubaker Run in Hastings Borough.

BY THE COURT
E.

Extract from the Record.

Certified this 31st. day of
October, A. D. 1923.

Frank C. Platt
Clerk Q. S.