

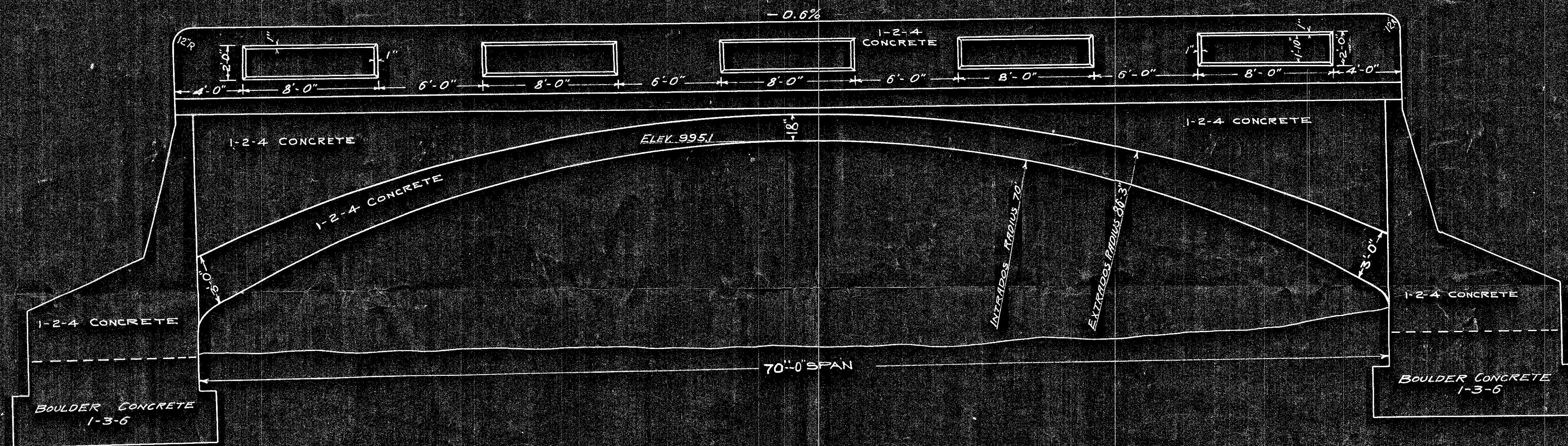
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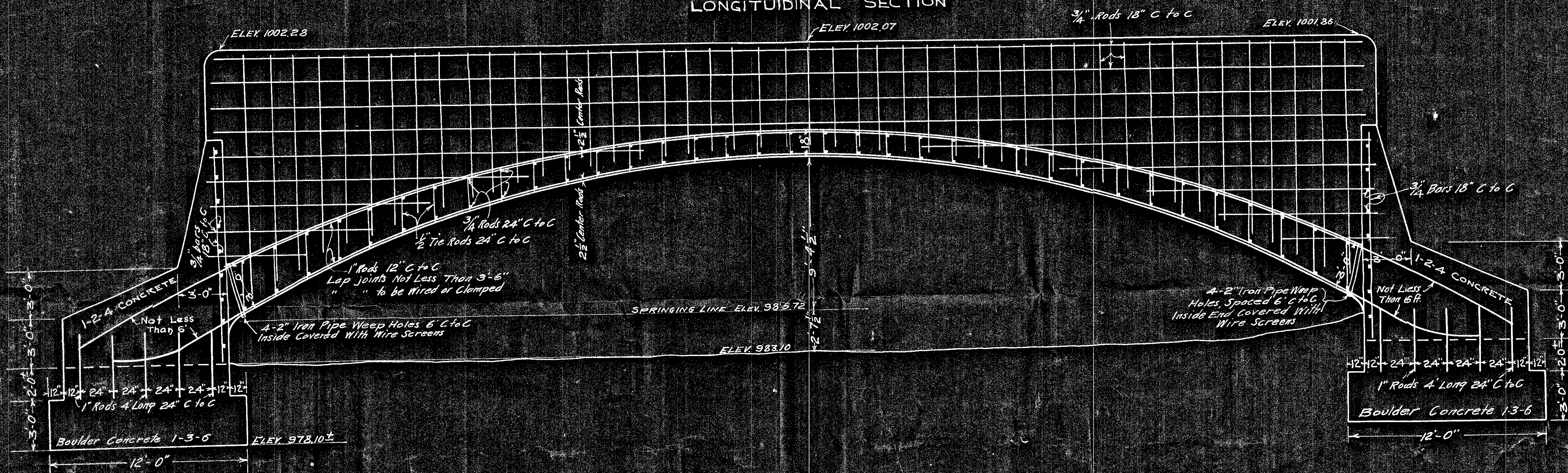
Dec. 1899



SIDE ELEVATION



LONGITUDINAL SECTION



CAMBRIA COUNTY  
PROPOSED BRIDGE  
OVER  
BLACKLICK CREEK  
VINTONDALE BORO. CAMBRIA CO. PA.  
SCALE  $\frac{1}{4}" = 1 \text{ ft}$   
O. F. THOMAS ENGR. JOHNSTOWN, PA.  
Nov. 22<sup>nd</sup> 1919

APPROVED DEC. 1<sup>ST</sup> 1919

5 Submit to your  
Executive Director  
C. B. Duffell  
COMMISSIONERS OF CAMBRIA COUNTY

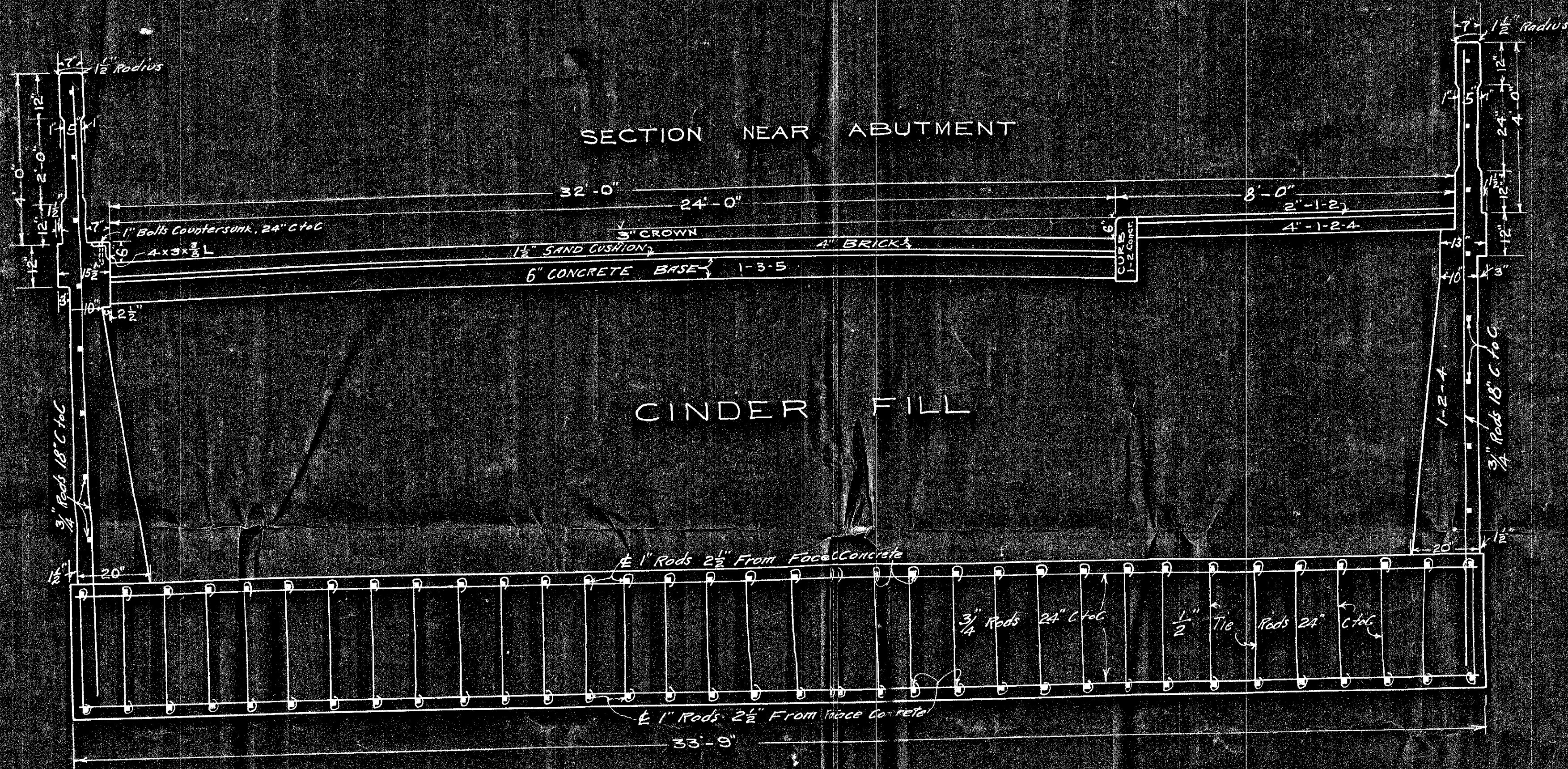
SHEET NO. 1  
NO. SHEETS 3

BRIDGE FOLIO







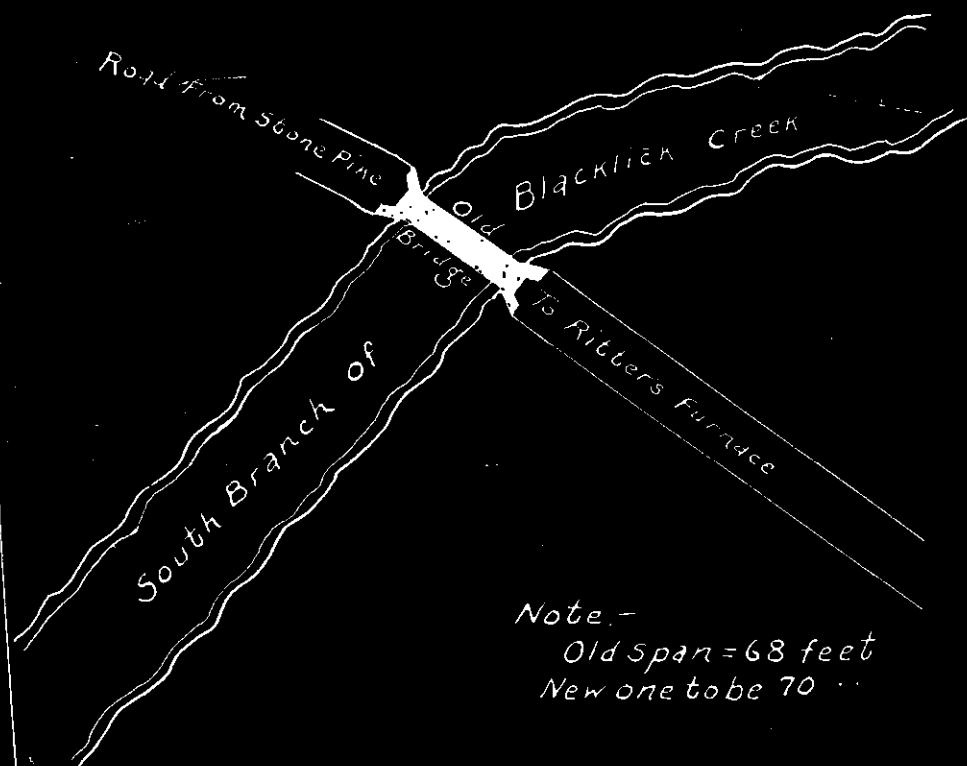


CAMBRIA COUNTY  
 PROPOSED BRIDGE  
 OVER  
 BLACKLICK CREEK  
 VINTONDALE BORO CAMBRIA CO PA  
 SCALE = 1" = 10'  
 O.P. THOMAS ENGR JOHNSTOWN, PA  
 Nov. 26 1919

SHEET NO. 3  
 NO. SHEETS 3

BRIDGE FOLIO  
 31-B





Note.-

Old span = 68 feet

New one to be 70

Viewers appointed upon an order of the Court of  
Quarter Sessions dated Jan. 29, 1900:

J. Leard Elder, Adam Shuman and John L. Edwards.

Viewed Feb 19, 1900.

J. Leard Elder,  
County Surveyor,

Scale 1" = 100



P.D. #4 Dec. 1899  
Rot Microfilmed



# CAMBRIA COUNTY BRIDGE

## BUILT 1920

### COMMISSIONERS

T. STANTON DAVIS

EMANUEL BAUMGARDNER

HARRY B. HEFFLEY

HERMAN T. JONES

H. FRANK DORIE

O. P. THOMAS

COUNTY CONTROLLER

COUNTY ENGINEER

DESIGNED BY

CONSULTING ENGINEER

BUILT BY

CONTRACTOR



In the Court of Quarter Sessions of  
Carroll County

In re Bridge over the (of M. H. Hevener  
South Branch of Blacklick } Session, 1899  
where the road from the stone } R. D.  
pile from Ritters furnace  
crosses it, in Blacklick Twp.

6 Feb. 1901 Petition of County Commissioners  
for the appointment of Inspectors to inspect  
workmanship & etc. filed.

Secret

Feb. 6, 1901 Oliver Evans, H. T. Evans, James  
Cunningham, Phil Davis, Andrew Kissinger  
Harry Hunt appointed Inspectors by the Court.

From the Record

Attested 7 Feb. 1901

A. W. Davis  
Clerk



# Report of Inspectors.

We Oliver Evans, D. L. Owens John Cunningham Philip Davis Dennis Nissinger and Harry Hunt having been appointed by the Court of Quarter Sessions to view and inspect the Bridge recently erected over the Blacklick Creek at or near Uniondale Record to No. 4 December Sessions 1899 R.D. met at said Bridge and after having been severly sworn or affirmed to perform the duties pertaining to our appointment with fidelity and to the best of our skill and judgment did view and inspect the said bridge and make Report as follows:

## Substructure or Stone work

The Stone work is constructed in a good and substantial manner and according to the Plans and Specifications for same

## Superstructure or Iron Work.

The superstructure is constructed in a good and substantial manner and according to the Plans and Specifications for the same

Philip Davis  
D. L. Owens  
Dennis Nissinger  
Oliver Evans

Harry Hunt  
John Cunningham

Oliver Evans	1 day	15 Miles	3.50 ✓
D. L. Owens	1 "	18 "	3.80 ✓
John Cunningham	1 "	7 "	2.70 ✓
Philip Davis	1 "	45 "	6.50 ✓
Dennis Nissinger	1 "	53 "	7.30 ✓
Harry Hunt	1 "	54 "	7.40 ✓
			<u>\$ 31.20</u>



W H Dec Less ~~1900~~ Rd  
1899

Lucas Bridge in  
Blacklick Township

Report of Inspectors

Filed 12 July 1901



1

To the Hon. A. V. Barker, President Judge of  
 the Court of Quarter Sessions of Cambria County,  
 Pennsylvania, We the undersigned viewers,  
 appointed by the annexed order respectfully  
 report that after giving notice as required  
 by law, J. Leard Elder, Surveyor, and Adam  
 Shuman and John L. Edwards, viewers,  
 having all been present at the view of the  
 site or place proposed for said bridge, and  
 having all been severally sworn or affirmed  
 to perform our duties according to law,  
 We have viewed the premises aforesaid  
 and are of the opinion that a new  
 bridge across the south branch of Black-  
 lick creek at the place where the public  
 highway leading from the stone pike to  
 Ritter's furnace crosses said stream, the  
 creek at that point being the division line  
 between the Townships of Blacklick and  
 Jackson, is necessary and we recommend  
 the same and that the erection of such  
 bridge would be attended with more  
 expense than is reasonable the said  
 Townships should bear. A plot or draft  
 is herewith enclosed.

Witness our hands this the 26<sup>th</sup> day of Feby, 1900.

J. L. Elder	2 days	8.00
" " "	13 miles	1.30
Adam Shuman	1 day	2.00
" " "	6 miles	.60
John L. Edwards	1 day	2.00
" " "	6 miles	.60
		<u>\$14.50</u>

J. Leard Elder  
 Adam Shuman  
 John L. Edwards



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 twenty-ninth day of January A. D. 1900, before the Honorable Judge of the said Court: Upon the petition of divers inhabitants of the Township of Blackschick and Jackson, in the said County, setting forth that they labor under inconvenience for want of a bridge over the ~~road or highway, to lead from~~ South branch of Blacschick creek at the place where the public highway from the stone pike to Ritter's furnace crosses the said creek, the creek at that point being the division line between the townships above named; and that the expense of erecting said bridge would be too heavy and burdensome upon the inhabitants of said townships

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

J. Leard Elder SURVEYOR, and Adam Shuman and John L. Edwards

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

BY THE COURT.

ATTEST:

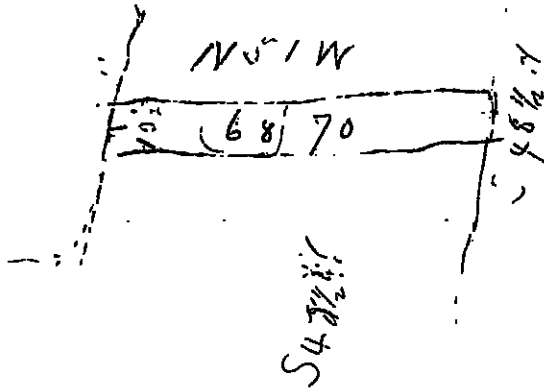
S. W. Davis Clerk.



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

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

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



No. 4, December Session, 1899.

ORDER TO — VIEW the site

for a county bridge over  
the South branch of  
Blacklick creek where  
the road from the stone  
pike from Ritters  
furnace crosses it  
between the Townships  
of Blacklick and

Jackson  
Heard Elder  
Adam Shuman  
John L Edwards

VIEWERS.

June 26 July 1900

CLERK DAVIS for Atty 90 CTS.

Barker

Return of Viewers

June 8th approved and referred to Grand Jury  
Now June 8th 1900, It appears to the Grand Jury that  
the bridge is necessary and would be to expensive  
for Jackson and Blacklick Twp to build, it is  
recommended that it be entered an record  
as a County bridge and built by the County  
W. W. Evans Foreman  
Grand Jury



B-R-I-D-G-E N-O-T-I-C-E.

Notice is hereby given that the viewers appointed by the Court of Quarter Sessions to view the site for a county bridge over the South branch of Blacklick creek where the road from the stone pike to Ritter's furnace crosses the said creek, the creek at that point being the division line between the townships of Blacklick and Jackson, will meet at the hotel of John Wentroth in the township of Jackson aforesaid, on the nineteenth day of February, 1900, at one o'clock P. M., for the purpose of viewing said site.

February 8th, 1900.

J. Leard Elder,  
Adam Shuman  
John L. Edwards.  
Viewers.



And now July 12, 1900  
Service of this notice  
accepted.

Berry Jones  
Abram Hostetter



To the Honorable A. V. Barker, President Judge of the Court of Quarter Sessions of the Peace in and for the County of Cambria.

The petition of the undersigned, inhabitants of the townships of Blacklick and Jackson in the said County, respectfully sheweth that the bridge is much needed over the South branch of Blacklick creek at the place where the public highway from the stone pike to Ritter's furnace crosses the said creek, the creek at that point being the division line between the townships above named; and that the expense of erecting said bridge would be too heavy and burthensome upon the inhabitants of said townships. Your petitioners therefore pray your Honor to appoint proper persons to view the premises, and to take such order on the subject as is required and directed by the Act of Assembly in such case made and provided. And they will ever pray etc.

*G. W. Bailey*

*John Cunningham*

*Philip L. Jones*

*H. B. Douglas*

*J. B. Menthath*

*Bert Kerr*

*F. S. Furabaugh*

*J. W. Clessin*

*George S. Blewitt*

*J. A. Goughman*

*R. H. Schaeffer*

*David Aose*

*Levi Giddy*

*E. Clingfelter*

*James M. Singer*

*E. M. Singer*

*Adam Shuman*

*L. B. Caldwell*



104 Dec Sess 1899 R.D.

In the Court of Quarter Sessions  
Of Cambria County.

Petition of inhabitants of  
Blacklick and Jackson townships  
for the appointment of viewers  
to view the site for a county  
bridge over the South branch of  
Blacklick creek where the road  
from the stone pike from  
Ritters furnace crosses it.

And now January 29<sup>th</sup>, 1900  
J. Leard Elder, *Adam*  
*Shuman* and *John S. Edwards*  
appointed viewers.

*Prothonotary*

*Filed 29 Jan'y. 1900*

Barker.



To the Honorable A.V. Barker, President Judge of the Court  
of ~~Common Pleas~~ <sup>Quarter Sessions</sup> of Cambria County.

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

That it having appeared to the Court, to the Grand Jury, and  
the Commissioners of said County, that, a bridge over Blacklick  
Creek, in the Village of Vintondale, Township of Jackson, in the said  
County, was necessary, and that it would be too expensive for the  
said Township to erect said bridge; and the same having been enter-  
ed of record, your petitioners procured an estimate to be made as  
nearly as might be, of the expense of the same, amounting to the  
the sum of *Three Thousand Eight Hundred* Dollars, and did proceed

to have said bridge erected, by entering into a contract with *Mess.*

*Ashley & Co. & J. K. Huber, of Centre County*  
for the building of the substructure and with *J. M. Harshbarger*  
*Harris... of Johnstown Pa* for the building of the

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

Attest:

*Jno. C. Gates*  
Clerk.

*Bert Jones*  
*Abraham Hostetler*  
*J. M. Sheehan*  
Commissioners of Cambria County.



Nov. 4 Dec. Dec 1899  
R.D.

Petition for appointment  
of Inspectors to view a  
County Bridge at Philmontale  
Jackson Township across  
Blacklick Creek.

Filed 6 Feb 1901

Feb. 6<sup>th</sup> 1901

Oleaver Evans

D. J. Owens

Jno. Cunningham

Phil Davis

Dennis Messenger

Harry Hunt

appointed Inspectors

By the Court

Davis



CAMBRIA COUNTY  
COMMISSIONERS OFFICE  
1919  
CONTRACT AND SPECIFICATIONS  
FOR THE CONSTRUCTION OF A  
COUNTY BRIDGE  
OVER  
THE BLACKLICK CREEK  
in  
VINTONDALE BOROUGH, CAMBRIA COUNTY, PA.  
by  
O. P. THOMAS, CONSULTING ENGINEER  
JOHNS TOWN, PENNSYLVANIA.

ORIGINAL



## NOTICE TO CONTRACTORS

SEALED PROPOSALS, accompanied by a certified check in the amount of One Thousand Dollars (\$1000.00) will be received by the Commissioners of Cambria County up until noon, at their office in the Courthouse, Ebensburg, Pa. for the construction of a reinforced concrete <sup>ARCH</sup> ~~girder~~ bridge over Blacklick Creek, near the P.R.R. depot in Vintondale Borough, Cambria County, Penna. as per drawings and specifications on file in the Commissioners' office.

Parties desiring copies of drawings and specifications can secure same at the Commissioner's office or at the office of O.P. Thomas, Consulting Engineer, Leader Bldg, Johnstown, Penna. A charge of \$ 10.00 will be made which amount will be refunded after bids are open and upon the return to the Commissioners of the plans and specifications.

Proposals must be made out on blanks furnished by the County Commissioners. All blank spaces must be properly filled in and no change in phraseology shall be made.

Bids will be opened publicly at one thirty o'clock of the above mentioned date.

The Commissioners reserve the right to reject any or all bids, to waive defects or accept any bid they may deem to the best interests of Cambria County.

The words, "Proposal for Bridge, Vintondale Boro." shall be plainly marked on the wrapper of all proposals.

HERMAN T. JONES,  
County Controller.



# Proposals

To the Board of Commissioners,  
Ebensburg, Penna.

Gentlemen:-

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

And having made such examinations, I hereby propose to furnish all materials and appliances, and to perform all work required for the complete construction of the proposed County Bridge, over the Blacklick Creek in Vintondale Borough, Cambria County, Penna. in full accordance with the plans and specifications on file for the sum of 28020.00 Dollars, payable upon the final acceptance of the work.

I hereby accept, the engineer's estimate of quantities, as having been checked by me, which are based on the completed structure with 3 foot deep footings as shown on the plans. The top of said footings to be at an elevation of 981.10 as established and followed out on the drawings by the engineer for this purpose. For this purpose of identification, I append to the engineer's estimate of quantities, the prices for each item on which this bid is figured.

1. 670 cu.yds. excavation	\$4.50 per cu.yd.	3015.00
2. 240 cu.yds. Boulder concrete 1-3-5 mix in footings or foundations	\$20.00 " " "	4800.00
3. 435 cu.yds. concrete 1-2-4 mix in superstructure	\$32.00 " " "	13920.00
4. 370 cu.yds. cinder fill	\$1.50 " " "	555.00
5. 72 lin.ft. 6"x18" concrete curb 1-2 mix	\$1.00 "lin.ft.	72.00
6. 50 sq.yds. cement walk	\$3.00 " sq.yd.	150.00
7. 192 sq.yds. concrete base 1-3-5 mix	\$3.00 " " "	576.00
8. 192 sq.yds. #1 vitrified brick paving complete with 1 1/2" sand cushion and sand filler	\$3.00 " " "	576.00
9. Removing existing structure complete	\$800.00	800.00
10. Reinforcing Steel 30700# - 1" sq.rods 12200# - 3/4" " 6400# - 1/2" " Total Steel - 49300 pounds	\$ .07¢ per pound	3451.00
11. Name Plate Total	\$75.00 Each	75.00
12. 120 Working days	\$20.00 per day	2400.00
		<u>28020.00</u>

In case, I am compelled to go deeper on the footings than the plans and the above schedule calls for, I hereby agree to do this as follows, for each and every foot extra in depth:-

13. 44 cu.yds. Excavation	\$5.00 per cu.yd.	\$220.00
14. 32 cu.yds. Boulder Concrete	\$20.00 " " "	\$640.00

said quantities being the correct estimated quantities for each additional foot in depth required. In case conditions warrant, that the footings do not go to the depth as shown on the plan, then I agree to a deduction on the contract price for such difference in depth based on the same estimated quantities per foot at the price named per cubic yard on item #1 and 2 of this proposal.

I further propose to have the above work finished and ready for acceptance not later than 120 days from the signing of the contract. I accompany this proposal with certified check in the amount of One Thousand (\$1000.00) Dollars conditioned upon my acceptance of this contract, awarded to me.

July 28, 1920.

Elders & Evans  
Ebensburg, Pa. Bidder  
Address



## SPECIFICATIONS

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

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

**Excavation** The Contractor shall do all excavating necessary for the building of proper foundations, furnish all timber, piling, sheet-piling, bracing and shoring, etc. necessary to locate, maintain in position during construction and complete the new work. Foundations shall be excavated for, to such depths as will be necessary to secure a solid bearing, of which the Engineer shall be the judge. All excavated material shall be disposed of as directed by the Engineer. In case of foundations on rock, the rock shall be dressed level or otherwise to receive the footing course. When satisfactory foundation cannot be obtained at reasonable depth, an artificial footing shall be prepared as directed by the Engineer. In case the Engineer so considers best, sheet piles shall be driven along the next line of the footings and the thus formed pits drained before any concrete is placed. No extra compensation shall be allowed for such piles unless they are left in place after the structure is complete. In such case they shall be neatly trimmed 12" below mean low water, and shall be well braced with walers and stringers.

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

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

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



## Present Structures

The present structure is the property of the County and will be removed by the Contractor from the present location to a point nearer the railroad and kept in repair as a temporary structure for traffic during the construction of the new bridge.

The Contractor will provide suitable approaches to the temporary structure, and his figure on the moving of the present structure, shall include the cost thereof.

## Concrete

No concrete shall be placed in foundation excavations unless same has been approved by the Engineer. The pits shall be drained of all water prior to depositing concrete, and no timber or other bracing used in building the dams will be permitted to project into the finished work. Concrete for footings shall be of 1-3-5 mixture, and may be mixed by hand or machine as considered best; if hand mixed, the sand and cement shall be thoroughly mixed until no streaks occur, then the wetted stone shall be added and the whole mass turned over with sufficient water until every fragment of stone is thoroughly coated with the cement mortar. It shall be deposited prior to initial set and thoroughly rammed and spaded in place. The cement may be any approved brand and shall be subject to the specifications of the American Society for Testing Materials. Sand used for mortar and concrete shall be clean, coarse and gritty to the touch, sample to be submitted to the Engineer for approval before it is brought on the work.

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

## Water

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

## Forms

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

## Surface Finish

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

## Steel

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

## Arch

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



### Name Plates

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

### Cleaning

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

### Liabilities

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

### Note

Contractor will note special instructions as to special mixes, installation of weep holes, expansion joints, water-proofing, etc. on the plans. These instructions are to be carried out the same as though included in these specifications.

Time being an essential part and governing feature of this contract, in that the superintendence, engineering, and inspection expense, is regulated thereby; it is mutually understood that the Commissioners will deduct the sum of \$ 20.00 per day for each and every day the contractor delays the completion thereof beyond the time stipulated in his bid. It being understood and agreed that this \$ 20.00 per day is the amount necessary to liquidate the aforesaid extra expense should such delay occur.

It is also understood that this contract is based on working days and the contractor will be entitled to full credit and extension of time for all days on which weather conditions are such as to interfere with this class of work.

The engineer will report on the progress of the work monthly and the contractor will be paid 85% of the amount estimated to be due him from the completed work each month. No estimate will be allowed on materials furnished and not in place in the structure.

ARTICLE OF AGREEMENT

This Agreement, made this 6th day of September, A.D. 1920, between the County of Cambria, by its Commissioners, T. Stanton Davis, Dwight Roberts, and Harry B. Hefley, known as the County, party of the first part, and John L. Elder & Hugh O. Evans Trading and Dealing, his (their) heirs, executors, administrators, successors, or assigns, known as the Contractor, party of the second part.

**WITNESSETH:** - That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the County, and according to the terms expressed in the bonds referring to these presents, the Contractor agrees with the County, at his own proper cost and expense to do the proposed work, and to furnish all materials and all labor necessary for said work, in accordance with the plans and specifications appertaining to said work, and in full compliance with this agreement and the orders of the Engineer under it.

It is agreed that the plans and specifications appertaining hereto, each of which have been signed by the respective parties of the agreement, as well as the bonds and proposals hereto attached are all essential documents of this agreement and form part hereof.

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

And it is expressly understood and agreed, by and between the parties to this agreement that, if the Contractor shall become insolvent, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight hours, or shall make any assignment for the benefit of creditors, or if, in the opinion of the Engineer, the Contractor shall be prosecuting the said work with an insufficient supply of materials, for the prompt completion of said work or shall neglect or refuse to supply acceptable materials or work, or shall neglect or refuse to remove such materials or to perform anew such labor as shall be rejected by the Engineer as defective or unsuitable, then in any such case it shall be lawful for the said Engineer, and he is hereby authorized and empowered to employ such other Builders, or use such methods as in his opinion shall be required for the proper completion of said work at the cost and expense of said Contractor. In any such case all payments to the Contractor under this contract shall cease and all moneys otherwise due, or to become due, shall be retained by the County and so much thereof as required shall be applied to payment of the costs and expenditures incurred in making good the default of the Contractor, and the balance, if any, shall be paid to the Contractor in accordance with the terms hereof.

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



It is also understood and agreed that if the Contractor should fail to make settlement with laborers or material-men promptly when any payments or wages are due them, the County shall have the right to make payment therefore of the moneys so due, and any amounts so paid shall be deemed and considered as payment to the Contractor on his contract, and the County shall not again be liable therefor.

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

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

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

And it is further expressly agreed between the parties hereto that the Contractor will protect his men with suitable compensation insurance in accordance with the Act of Assembly approved June 2, 1915, P.L. 1915, Pages 761-771, and will save the County harmless from all claims or actions at law, arising therefrom.

Wherever throughout this contract the word Engineer is used, it is mutually understood that O.F. Thomas, of Johnstown, Pa. is thereby intended.

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

In witness whereof the parties hereto have set their hands and seals on the date herein mentioned.

SEAL

County of Cambria  
by

*[Signature]*  
J. B. Riffley  
Commissioners

Attest:-

*[Signature]*  
Chief Clerk

SEALS:

678-

*Elder & Evans*

WITNESSES:

Now Sept. 6th, 1920

*Plans, specifications and*  
the foregoing contract is hereby approved.

~~by the Court~~

*H. F. Don*  
County Eng.

~~Deputy Judge~~

WORD  
OF

Elder & Evans

to

County of Cambria

In the matter of the erection, construction and integrity of a reinforced concrete arch highway bridge crossing the Blacklick Creek in the Borough of Vintondale, Cambria County, Penna.

KNOW ALL MEN BY THESE PRESENTS, That Elder & Evans, Principals & Cambria Title Savings & Trust Co. Security are held and firmly bound unto the County of Cambria, in the State of Pennsylvania in the sum of Twenty Eight Thousand and no/100 dollars (28020.00) lawful money of the United States of America, to be paid the said County of Cambria, its certain attorney, successors, or assigns, to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, and every one of them, jointly and severally, firmly by these presents, sealed with our seals, and dated the 6th day of September A.D. One Thousand Nine Hundred and Twenty.

WHEREAS, the above bounden, ha we entered into a contract, in writing, with the said County of Cambria, bearing date the 6th day of September 1920, for the erection and construction of a certain reinforced concrete arch highway bridge crossing the Blacklick Creek in the Borough of Vintondale, Cambria County, Penna.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION, IS SUCH, That if the above bounden

shall well and truly erect and construct the said reinforced concrete arch highway bridge, according to the plans and specifications provided for the same and on file in the office of the Commissioners of the said County of Cambria, and shall well and faithfully fulfill and comply with all the requirements, terms and conditions of the aforesaid contract between

Elder & Evans, and the said County of Cambria, relating thereto; and shall and do warrant and guarantee the integrity of the said bridge in all respects, including the workmanship and materials thereof, for one year from and after the date of confirmation by the Court of Quarter Session of the said County of Cambria, of the report of the Inspectors approving said bridge; and shall and do at their own expense and cost remedy any fault or faults, defect or defects, in the construction, workmanship, or materials of the said bridge which may appear, or be discovered within said period; and shall during said period of one year save and keep harmless the said County of Cambria from any and all cost and expense whatsoever in connection with the said bridge, then this obligation shall be void, otherwise it shall be and remain in full force and virtue.

Signed, sealed and delivered  
in the presence of us

Now 6th September 1920, the above bond is approved.

Elder & Evans (S.E. L)  
Cambria Title, Savings & Trust Co  
Wm. J. Anderson President  
Wm. J. Lewis Secretary  
Wm. J. Lewis  
Wm. J. Lewis  
Commissioners of Cambria County



No 4 December Term 1899

Contract, specifications  
and Bond for the construc-  
tion of a County Bridge over  
the Blacklick Creek in the  
Borough of Vintondale,  
Cambria County, Pennsylvania.

<sup>B</sup>  
Filed 6 September 1920.

Now, September 6th 1920  
the within Plans, Specifica-  
tions, Contract and Bond  
are approved.

*O. P. Thomas*

O. P. THOMAS  
Consulting Sanitary Engineer  
JOHNSTOWN, PA.