

In the Court of Quarter
Sessions of Cambria County.

No. *2 Dec* Sessions, 1922.

Petition of the Council of
the Borough of Spangler for
the appointment of viewers
in re Bridge in the Borough
of Spangler at South Ninth
Street.

Filed 4 Dec. 1922.

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

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

The petition of the undersigned, Councilmen of the
Borough of Spangler, Cambria County, Pennsylvania, respect-
fully represents:

That it has become necessary to erect a new bridge to
take the place of the existing bridge over the East Branch
of the Western Branch of the Susquehanna River at the place
where South Ninth Street in said Borough crosses the said
stream, said street forming part of the public road leading
to Bakerton from Bigler Avenue in the Borough of Spangler.

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

That the erection of such bridge would be too expensive
for the Borough of Spangler 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 Spangler to bear and make report of their
proceedings to Court.

C. H. Osmer
A. L. Hoppel
Edward J. Schmitt
M. J. Loneragan
W. A. Johnson
E. M. Binder
Timothy M. McCarthy

State of Pennsylvania)
County of Cambria

Before the undersigned authority personally appeared E. M. Binder 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.

E. M. Binder

Sworn and subscribed before me this 2nd day of December, 1922.

Johnston Weston

NOTARY PUBLIC
COMMISSION EXPIRES AT END OF NEXT
SESSION OF SENATE

D E C R E E

And now December 4, 1922, upon due consideration of the foregoing petition, the Court appoint J. D. Ritter and Adam Shannan to view the place proposed for said bridge and that the erecting of said bridge would require more expense than it would be reasonable for the said Borough of Spangler to 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.

Samuel H. Hume

PRESIDENT JUDGE OF THE ORPHANS' COURT
SPECIALLY PRESIDING

B O N D

KNOW ALL MEN BY THESE PRESENTS, THAT WE, E.F. Dumm, George Nicholson, Timothy McCarthy, E.M. Binder, Albert Hoppel, Edward J. Lehmier, M.J. Lonergan, of the Borough of Spangler, 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 2nd day of December, 1922.

WHEREAS the members of Council of the Borough of Spangler 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 the East Branch of the Western Branch of the Susquehanna River 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.

E. F. Dumm (SEAL)
A. J. Hoppel (SEAL)
Edward J. Lehmier (SEAL)
M. J. Lonergan (SEAL)
G. F. Nicholson (SEAL)
E. M. Binder (SEAL)
Timothy McCarthy (SEAL)

No. 2 December Sessions 1922

In Court of Quarter
Sessions of Cam-
bria County, Pa.

Report of Viewers
appointed to In-
spect Bridge over
Susquehanna
River, at Ninth St.,
Spangler Bros.
Cambria Co., Pa.

Filed 18 August 1924

CERTIFIED

Jacob M. Hoffman

COUNTY CONTROLLER

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

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 Permanent Board of Viewers of Cambria County, appointed by your honorable Court, upon the attached order; to view and inspect a certain concrete bridge over the Susquehanna River, at Ninth St., in the Borough of Spangler, 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, to R. R. Myers the contractor, of Lewistown, Pa. and Fred Hogan, Borough Engineer of the Borough of Spangler, 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: we met at the bridge to be inspected together with the Borough Engineer, above mentioned, and having carefully gone over the details of the construction of the same, with said Engineer, and having checked same with the contract and statement furnished by the Engineer for the County Commissioners of Cambria County and having carefully examined and inspected the said new bridge; we find the said bridge over the Susquehanna River, at the place designated, to have been completed in a good and workman like manner and as far as can be determined, according to the plans and specifications furnished by the County of Cambria, and therefore we recommend that the balance due R. R. Myers, the contractor, viz: Five Hundred One Dollars seventy-six cents (\$501.76.) be paid by the Commissioners of Cambria County to the said contractor.

Witness our hands this sixteenth day of August, A.D., 1924.

A. M. Shoemaker

J. D. Ritten

Adam Shuman

Viewers.

Estimate No. 1.

ESTIMATE OF WORK DONE ON BRIDGE ON SOUTH NINTH
STREET, SPANGLER BOROUGH, LEADING TO BAKERTON,
CAMBRIA COUNTY, PENNA.

R. R. Myers
Contractor.

COPY.

Character of work			Total amt. of work done to date.	Unit Price		Amount		
				Dols.	Cts.	Dols.	Cts.	
Removing old bridge						\$ 500	00	
Ashlar Rubble Masonry			19.90 cu.yds.	\$ 3	00	59	70	
Class "A" Concrete			79.35 " "	32	00	2539	20	
Class "B" Concrete			12.23 " "	25	00	305	75	
Plain Steel Bars			20654 Lbs.		06	1239	24	
Concrete Roadway			88.52 sq.yds.	3	25	287	69	
Concrete Sidewalk			24.93 " "	2	25	56	09	
Marble Name Plate			1	30	00	30	00	
						\$ 5017	67	Total cost of work to — date
						501	76	Less 10%
						\$ 4515	91	Balance
						0000	00	Amt. of Previous Est.
						4515	91	Amt. Paid Contractor.

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

In re Appointment of Inspectors to Inspect Bridge over Susquehanna
River in Spangler Borough.

No. 2 December Sess. 1922.

D E C R E E .

And now, Aug. 4, 1924, the within petition read and considered and A. M. Shoemaker, Adam Shuman and J. D. Ritter are appointed Inspectors to inspect the Bridge over Qusquehanna River in Spangler Borough.

By the Court,

E.

Extract from the Record.

Certified this 5th day of
August, A. D. 1924.

Frank B. Robb.

Clerk Q. S.

Costs of View

A. M. Shoemaker

Order _____ \$.90
4 Days _____ 30.00
46 miles @ 5 cts. 2.30

\$33.20

CERTIFIED

Jacob M. Hoffman

COUNTY CONTROLLER

J. D. Pitter

1 Day _____ \$7.50
8 miles .40

\$7.90

CERTIFIED

Jacob M. Hoffman

COUNTY CONTROLLER

Adam Shuman

1 Day _____ \$7.50

Livery _____ 4.50

\$12.00

APPROVED FOR PAYMENT

~~Jacob M. Hoffman~~
~~James B. Smith~~
~~James B. Smith~~
COMMISSIONERS

Jacob M. Hoffman

COUNTY CONTROLLER

In the Court of Quarter Sessions of Cambria County, Pennsylvania,
No. 2 December Sessions, 1922.

In Re

Bridge in the Borough of
Spangler at South Ninth St.

Approved by Grand Jury and
Decree of Court.

Original

Filed 8 June 1923


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

Now, June 8, 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 the Eastern Branch of the Western Branch of the Susquehanna River in the Borough of Spangler, 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 Spangler should bear, the Grand Jury having considered the matter at June Sessions of the Court, 1923, are of the opinion that a bridge over the Eastern Branch of the Western Branch of the Susquehanna River in the Borough of Spangler 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 Spangler should bear and therefore recommend that the expense of constructing such bridge be borne by the County of Cambria.



Foreman.

Now, June ^{11th} ~~8th~~, 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 the Eastern Branch of the Western Branch of the Susquehanna River in the Borough of Spangler 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 new bridge is necessary over the Eastern Branch of the Western Branch of the Susquehanna River in the Borough of Spangler at a point where the same is crossed by South Ninth Street in said Borough, said Street forming a part of the public road leading to Bakerton from Bigler Avenue in the Borough of Spangler and further that the expense of constructing a suitable bridge would be greater than the Borough of Spangler should bear, and the said report of the viewers having been filed at March Sessions, 1923, of this Court and no exceptions having been filed thereto, the said report was submitted to the Grand Jury at June 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 Spangler 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


No. 2, December Sessions, 1922.
IN THE COURT OF QUARTER SESSIONS
OF CAMBRIA COUNTY, PENNSYLVANIA.

IN RE APPOINTMENT OF INSPECTORS
TO INSPECT BRIDGE OVER SUSQUEHANNA
RIVER IN SPANGLER BOROUGH.

DECREE

And now, *Aug 4*, 1924, the
within petition read and consider-
ed and *A. Shuman*

Adam Shuman and

J. D. Ritter, are

appointed Inspectors to inspect
the Bridge over Susquehanna River
in Spangler Borough.

By the Court
E.

Filed 4 August 1924.

Leonard S. Jones,
County Solicitor

IN THE COURT OF QUARTER SESSIONS OF CAMBRIA COUNTY, NO. 2, DECEMBER SESSIONS, 1922.
TO THE HONORABLE JUDGES OF THE COURT OF QUARTER SESSIONS OF CAMBRIA COUNTY, PENN'A.

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 the East Branch of the Western
Branch of the Susquehanna River at the place where South-Ninth Street in the
Borough of Spangler crosses said stream, said Street forming part of the public
road leading to Bakerton from Bigler Avenue in the Borough of Spangler; and the
same having been entered of record, your Petitioners procured an estimate to be made
as nearly as possible, of the expense of the same, and did proceed to have such
Bridge erected, by entering into a contract with R. R. Myers of Lewistown, Pa.,
for the building of said bridge for the sum of FOUR THOUSAND NINE HUNDRED NINETY-
EIGHT AND FORTY-FOUR ONE HUNDREDTHS (\$4998.44) DOLLARS; and that the said Bridge
is now completed agreeably to the said contract at the contract price plus the
sum of NINETEEN AND TWENTY-THREE ONE HUNDREDTHS (\$19.23) DOLLARS for extra work
found necessary during the progress of the work, making the total cost the sum
of FIVE THOUSAND SEVENTEEN AND SIXTY-SEVEN ONE HUNDREDTHS (\$5017.67) DOLLARS.
Payments to the amount of FOUR THOUSAND FIVE HUNDRED FIFTEEN AND NINETY-ONE ONE
HUNDREDTHS (\$4515.91) DOLLARS have been paid to the said Contractor, leaving a
balance due the said Contractor of FIVE HUNDRED ONE AND SEVENTY-SIX ONE HUNDREDTHS
(\$501.76) 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:

J. S. Kindead
Clerk.

John C. Myers
George C. Myers
County Commissioners

STATE OF PENNSYLVANIA, {
COUNTY OF CAMBRIA { SS:

Before me, Frank C. Robb, Clerk of the Courts of Quarter Sessions of Cambria County, appeared John D. Walker, Homer C. George 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 30th day of July, 1924.

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

John D. Walker
Homer C. George
W. J. Cavanaugh
County Commissioners

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 the East Branch of the Western Branch of the Susquehanna River at the place where South Ninth Street crosses said stream in the Borough of Spangler-said street forming part of the public road leading from Bakerton to Bigler Avenue in the Borough of Spangler; 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, to the Council of the Borough of Spangler, 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 proposed new bridge; and having been first duly qualified according to law to perform the duties of our appointment faithfully, impartially and to the best of our judgment and ability: All of us met at the site of the proposed new bridge in accord with the notices given and having carefully viewed the premises, investigated and enquired into the necessity for a new and more substantial bridge over the East Branch of the Western Branch of the Susquehanna River where the said stream is crossed by South Ninth Street in the Borough of Spangler and are of the opinion that a new, wider and more substantial bridge for the accommodation of the public is necessary at the place above referred to and are further of the opinion that the construction of a suitable bridge at the place designated will cost more than is reasonable the Borough of Spangler should be required to bear and therefore recommend that the county of Cambria bear the expense of constructing the same.

Further the viewers desire to report that the present structure is but 13 ft. 10 in. in the clear and is 39 ft. long between abutments, that the abutments of the present old structure are of good stone and

in good shape and can to advantage be made use of, in the construction of the new bridge, that to bring the level of the new bridge to the grade of the permanent road between Bakerton and Spangle r, now being under construction over said stream at this point it will necessitate reducing the height of the present abutments some two feet which will supply sufficient additional stone for the necessary additional length for the new bridge; of the ~~new~~ abutments, said permanent road now under construction is 18 ft. wide and we suggest the bridge on same should not be less than 25 ft. over all to allow for a driveway of 17 ft. with a footpath on either side as shown on draft hereto attached and made a part of this report.

Witness our hands this 10th.
day of January, A. D. 1923.

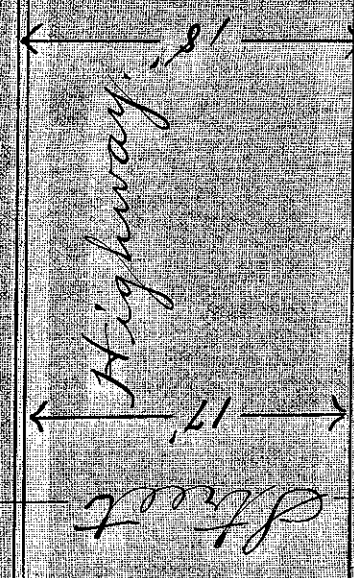
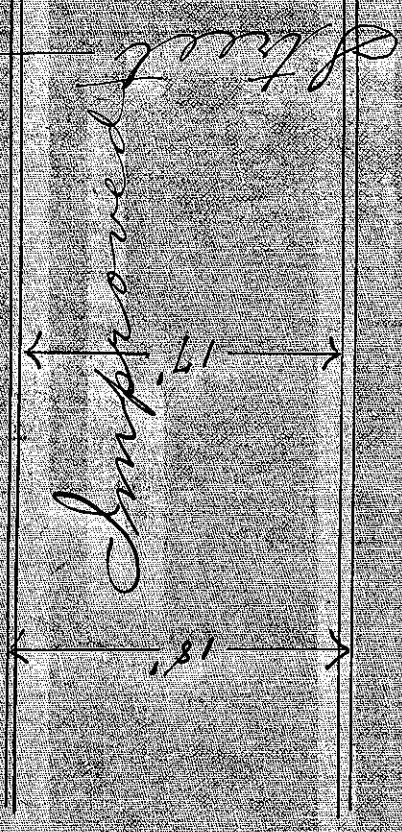
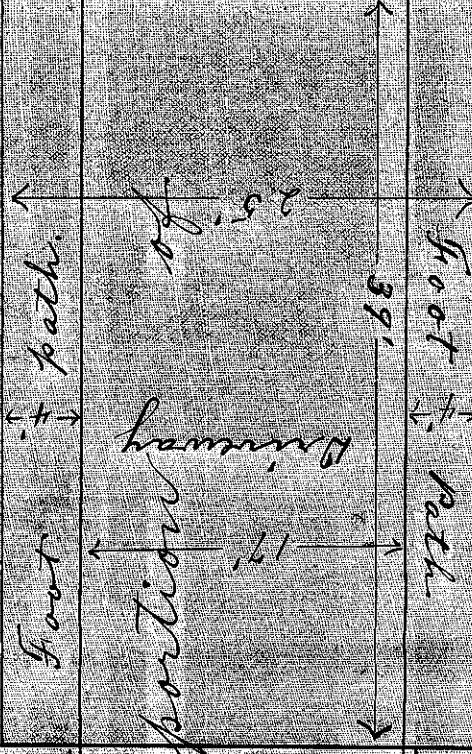
Adam Shuman

A. M. Shoemaker

J. D. Ritts

Brigler Avenue

Location and dimensions of proposed new bridge as recommended by the viewers.



Western Branch of the Susquehanna River

Improved Highway
South Ninth Street

To Bakerton →

Width of permanent road now being constructed 18'

Sketch showing location of an old iron bridge on South Ninth Street in Spangler Borough, Cambria Co., Pa., where same crosses the East Branch of the Western Branch of the Susquehanna River in said Borough and the suggested location and dimensions of a proposed new bridge recommended by the viewers to replace the present old structure.

Viewers appointed upon an order of the Court of Quarter Sessions of Cambria Co., Pa., dated the 4th day of Dec. A.D. 1922.

A. M. Shoemaker,
J. D. Ritter and
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 and more substantial bridge over the East Branch of the Western Branch of the Susquehanna River, where Ninth Street, in the Borough of Spangler, crosses said stream; and to determine further as to whom should bear the expense of constructing same:

will meet at the site of the proposed new bridge in the Borough of Spangler aforesaid, on the 18th. day of December 1922, at 11:15 o'clock a.m., for the purpose of performing the duties of their appointment.

A. M. Shoemaker,

Adam Shuman and

J. D. Ritter,

Viewers.

Ebg., Pa. Dec., 7th., 1922.

Now, Dec. 12, 1922, service of the within notice is hereby
accepted for the Borough Council of the Borough of Spangler,
Cambria County, Pa.

Paul M. Lantz
Sect. Spangler Borough Council

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 and more substantial bridge over the East Branch of the Western Branch of the Susquehanna River, where Ninth Street, in the Borough of Spangler, crosses said stream; and to determine further as to whom should bear the expense of constructing same;

will meet at the site of the proposed new bridge in the Borough of Spangler aforesaid, on the 18th. day of December 1922, at 11:15 o'clock a.m. for the purpose of performing the duties of their appointment.

A. M. Shoemaker,

J. D. Ritter,

Adam Shuman,

Ebg., Pa. Dec., 7th, 1922.

Viewers.

Now, Dec., 16th, 1922, services of the within notice is
hereby accepted for the Commissioners of Cambria County,
Pennsylvania.

James McNamee
Clark

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

Costs of View.

A. M. Shoemaker

Lifting Order \$.90

4 Days 30.00

46 Miles 2.30

Engineering Work 30.
63.20

J. D. Ritter

1 Day \$ 7.50

6 Miles 30.
7.80

Adam Shuman

1 Day 7.50

68 Miles 3.40

\$10.90

APPROVED FOR PAYMENT

[Signature]
[Signature]

NO. 2, December SESSIONS, 1922.

Order to view site for Bridge
over East Branch of the Western
Branch of the Susquehanna
River at the place where South
Ninth Street crosses the said
Stream.

Order to
View and
Report of Viewers.

A. M. Shoemaker

Adam Shuman

J. D. Ritter

Viewers

WAT 2 1923 CERTIFIED

Clerk Robb 90 cts.

Snestover

Filed 17 January 1923

NOT. "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."

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 4th. day of December A. D. 1922, before the Honorable Judge of the said Court: Upon the petition of ~~diverse inhabitants~~ Councilmen Borough of Spangler, in the said County, setting forth that they labor under inconvenience for want of a Bridge ~~road or highway to lead from~~ to take the place of the existing bridge over the East Branch of the Western Branch of the Susquehanna River at the place where South Ninth Street in said Borough crosses the said stream, said street forming part of the public road leading to Bakerton from Bigler Avenue in the Borough of Spangler.

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

That the erection of such bridge would be too expensive for the Borough of Spangler 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 Spangler to bear and make report of their proceedings to Court.

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

A. M. Shoemaker,

surveyor, and

Adam Shuman and J. D. Ritter

viewers, to view the ground proposed for said Bridge and if they agree that there is occasion for such ~~road~~ Bridge, they shall proceed to lay out the same, having respect to the shortest distance and the best ground for a ~~road~~ Bridge and in such manner as shall do the least injury to private property, and also be as convenient as possible, 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~~ Bridge, 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:

Frank C. Roth, Clerk.

No. 2. December Dec-1922

Plans and specifications,
award of contractor, contract
and bond.

For the construction of a
reinforced concrete bridge
crossing Walnut Run in the
Borough of Spangler on South
Ninth Street, leading from
Spangler to Bakerton.

NOW *Dec 28* 1923,
the within plans, specifications,
contract and bond are
approved.

John E. Jones
Pro Judge

Filed 28 Dec. 1923

SPECIFICATIONS AND CONTRACT
FOR
THE CONSTRUCTION OF A REINFORCED CONCRETE BRIDGE
CROSSING
WALNUT RUN IN THE BOROUGH OF SPANGLER ON SOUTH NINTH
STREET, LEADING FROM SPANGLER TO BAKERTON, CAMBRIA
COUNTY, PENNSYLVANIA.

-----oo00oo-----

ADVERTISEMENT

SEALED PROPOSALS will be received by the Commissioners of Cambria County until 11 o'clock A. M. Monday, December 3rd, 1923, at their office in the Court House, Ebensburg, Pa., for the construction of a reinforced concrete bridge crossing Walnut Run in the Borough of Spangler on South Ninth Street, leading from Spangler to Bakerton, span 39.2' X 26.0' wide.

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 each proposal.

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

The words "Proposal for County Bridge" shall be plainly marked on the outside cover of all proposals.

Herman T. Jones,

County Controller.

APPROVAL

The Contract and Specifications mentioned therein are hereto
attached and plans listed therein are approved this 28 day
of Dec A. D., 1923.

BY

Wright Roberts

W. B. Brown
Commissioners of Cambria County.

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 approaches which is contemplated for construction over a stream or gap crossing the roadway.

INFORMATION FOR BIDDERS.

(1) Bidders desiring to make proposals will find attached hereto a separate proposal blank, the advertisement, information for bidders, proposal blank, plans and specifications are to be considered as and shall form a part of the contract.

(2) Proposals must be made upon the blank 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 foremen in direct charge of the specific operation, the Contractor shall receive the current local rate or wage, to be agreed upon in writing before starting such work, for each and every hour that said labor, teams and foremen are actually engaged in such work, to which shall be added an amount equal to fifteen (15%) 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 on such work and to which sum no percentage shall be added.

The compensation as herein provided shall be received by the Contractor as payment in full for extra work done on a "force account" basis, and shall include superintendence, use of small tools and equipment for which no rental is allowed, and profit. The Contractor's representative and the Inspector shall compare records of extra work done on a "force account" basis 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 written authority, as herein provided, will be unauthorized and at the expense of the Contractor, and will not be measured or paid for by the County. Any unauthorized work, as above mentioned, may be ordered removed and replaced at the expense of the Contractor. No excavation shall be made for foundations, stream changes or waterways or borrow for backfill until the preliminary cross-sections of all such areas have been taken.

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 banks 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 _____

ADDRESS _____

STATE _____

For the construction of a reinforced concrete bridge crossing Walnut Run in the Borough of Spangler on South Ninth Street, leading from Spangler to Bakerton, same to be 39.2'x 26.0' wide as per advertisement, and plans on file in the office of H. F. Dorr, County Engineer.

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

Gentlemen:-

In accordance of the invitation of your board requesting proposals, I propose to furnish all labor, material, tools, equipment and appliances necessary to construct and complete ready for use, the reinforced concrete bridge as shown in the plans and described in the specifications for the sum of Forty nine hundred & ninety-eight (\$ 4998.44), dollars, at the following schedule to wit:-

ITEM NOS.	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID	UNIT PRICE DOLS. CTS.	AMT DOLS. CTS.
1.		For "Removing Old Bridge" from the site, storing and reserving material, parts, also disposing of the unreserved material, provide temporary bridge for the maintenance of traffic during the construction, furnish all labor, materials, and do all incidental work thereto, \$500.00 Lump sum		\$500.00
2.	18	Cubic Yards of "Ashlar Rubble Masonry" removed to provide for the new concrete bridge foundation; place dowels as shown on plan, at \$3.00 Per Cu. Yd.		54.00
3.	85	Cubic Yards of "Class "A" Concrete" as per plan, complete in place, including coping on wing walls; also pointing of all masonry, complete in place, at \$32.00 Per Cu. Yd.		2720.00

ITEM NO.	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID	UNIT PRICES DOLS. CTS. DOLS. CTS.	AMT
4.	20600	Pounds of "Plain Steel Bars" for reinforcing cement concrete structures, as per plan complete in place. at .60 cents		
		Per Lb.		\$1236.00
5.	1692	Pounds of "Structural Steel Shapes" consisting of two (2) plates 16" x 1/2" x 27' long; also twenty-seven (27) anchor bolts 3/4" x 1' at .07		
		Per Lb.		118.44
6.	88	Square Yards of "Concrete Roadway Surfacing" complete in place, at \$3.25		
		Per Sq. Yd.		280.00
7.	24	Square Yards of "Concrete Side- walk" four (4") inches in thick- ness, placed on a cinder fill and constructed as shown on plan, at \$2.25		
		Per Sq. Yd.		54.00
8.	1	"Marble Name Plate" at \$30.00		30.00
9.		"Force Account" Cost plus 15 %		
10.		"Working Days" 60		
TOTAL AMOUNT OF BID-----			\$	\$4998.44

CONTRACT

This Agreement, made and entered into this 19th day of December 1923, by and between the County of Cambria, State of Pennsylvania, by its Commissioners, and known as the County, party of the first part, and

R. R. Meyer of Lewistown Pa.,
his heirs, executors, administrators, successors, or assigns, known as the Contractor, party of the second part.

WHEREAS, the said County of Cambria under a certain advertisement a copy of which is hereto attached and made part hereof, invited proposals for the construction of a reinforced concrete bridge crossing Walnut Run in the Borough of Spangler on South Ninth Street, leading from Spangler to Bakerton, span 39.2' x 26.0' wide, 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, his heirs, executors, and administrators, or successors, as follows that:-

The matter contained in the advertisement, in the instructions to bidders, in the bid or proposal, in the plans and specifications and such detail drawings as may be furnished by the Engineer, are hereby incorporated and made part of this contract to the same extent as if they were herein written.

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

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

The Contractor further covenants and agrees that all and every of the said materials shall be furnished and delivered and all and every of the said labor shall be done and performed in every respect to the satisfaction and approval of the Engineer aforesaid, on or before the expiration of (60) working days after written notice has been given by the Engineer to begin work. It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the County Commissioners and the County Engineer to

complete the finishing and delivery of said material and the doing and performance of said work within aforesaid sixty (60) working days, the party of the first part have the right to deduct any moneys due or which may become due the Contractor, or if no moneys shall be due, the party of the first part shall have the right to recover the amount of Twenty (\$20.00) Dollars per day for each and every day elapsing between the time stipulated for the completion and the actual date of completion, in accordance with the terms hereof; and said deductions to be made or said sum to be recovered not as a penalty, but as liquidated damages. Provided, however that upon receipt of written notice from the Contractor of the existence of cause over which said Contractor has no control and which must delay the completion of said work, the County Commissioners may, at their discretion extend the period hereinbefore specified for the completion of the said work, and in such case the Contractor shall become liable for said liquidated damages for delays commencing from the date on which said extended period shall expire.

It is distinctly understood and agreed that no claim for extra work or materials, not specifically herein provided, done or furnished by the Contractor will be allowed by the County Commissioners, nor shall the Contractor do any work or furnish any materials not covered by these specifications and contract unless such work is ordered in writing by the County Engineer with the approval of the County Commissioners. In no case 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 and 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 Contractors risk, cost and expense and he hereby covenants and agrees that without such written order he shall make no claim for compensation for work or materials so done or furnished.

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

It is understood and agreed by, and between the parties of this Agreement that, if the Contractor shall become insolvent or commit any acts of bankruptcy or insolvency or allow any final judgment to stand against him unsatisfied for a period of forty-eight hours, or shall make any assignment for the benefit of creditors, or if, in the opinion of the Engineer, the Contractor shall not be prosecuting the said work or shall neglect or refuse to remove such materials or to perform anew such labor as shall be rejected by the Engineer as defective or unsuitable, then in such case it shall be lawful for the County Commissioners to employ other builders, or use such methods as in their opinion shall be required for the proper completion of said work at the cost and expense of the Contractor. In any such case all payments to the Contractor under this contract shall cease and all moneys otherwise due, or to become due shall be retained by the County and so much thereof as required shall be applied to payment of the costs and expenditures incurred in making good the default of the Contractor, and the balance if any, shall be paid to the Contractor in accordance with the terms of the contract.

REMARKS

B 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 Sixty 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.

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

Having made such examination B 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 returned 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 Twelfth day of Dec A. D., 1923.

R. P. Myers
Lebanon, Pa
Business Address.

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

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

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

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

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

County of Cambria, State of Pennsylvania.

By

James W. Dunne
Chief Clerk

August B. Beach
J. E. Swannough
County Commissioners

R. R. Myers
Contractor

Witnesses

County Solicitor

Approved as to form and legality.

Walter Jones
County Solicitor

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, That we

R. R. Fryers
of Leominster, Pennsylvania,

hereinafter called the "Principal" and

Massachusetts

Bonding Insurance Company of Boston, Inc.

a corporation incorporated under the Laws of the State of Pennsylvania

hereinafter called the "Surety" are held and firmly bound unto the Commonwealth of Pennsylvania for the use of the County of Cambria in said

Commonwealth of Pennsylvania, in the full and just sum of Four Thousand

Nine Hundred Twenty-eight ^{44/100} Dollars (\$4498.44), 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 19th
day of December 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 crossing Walnut Run in the Borough of Spangler on Ninth Street, Cambria County, Pennsylvania, on the road leading from Spangler to Bakerton, same to be 39.2' X 26.0 span.

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

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

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

(Individuals or Partnership Contracting Firms sign below.)

RR Myers (SEAL)
Contractor

____ (SEAL)
____ (SEAL)
____ (SEAL)
____ (SEAL)
____ (SEAL)

Witnesses:

*Massachusetts Bonding
and Insurance Company*
Surety Company

By

Virginia Carthage
Secretary

Sam [unclear]
President Attorney-in-fact

Approved as to form and legality.

Walter Jones
Solicitor.