

Recd DOCKET No. 5

Number	Term	Year
<u>6</u>	<u>May</u>	<u>1923</u>

Petition of County Commissioners for
Appt. of Viewers to inspect Mahaffey
Bridge

Versus

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X

In the Court of Quarter Sessions of Clearfield County, Penna.
In Re. County Bridge across the) No. 6 May Sessions, 1923.
Susquehanna River at Mahaffey.)

In this case the Viewers appointed to inspect the said bridge made a report indicating very material defects in the surface of the roadway of the said bridge, considered as a permanent job. Whereupon the Court fixed a time for public hearing, at which testimony was taken and it appeared that the specifications drawn by the engineer's office provided for three inches of earth upon the underlying concrete slab with a thin strip of water-bound macadam on top, which proved insufficient and was attempted to be remedied by amended specifications requiring an additional vitulithic surface, which also proved insufficient to preserve the proper contour of the road and the testimony of the various engineers agreed that the only proper thing to do with this bridge was to remove this surface and provide a concrete roadway. Whereupon the matter was referred back to the Viewers, who now report thereon, and in the meantime the contractors having made a proposition to the County, which was favorably considered by the Board and is approved by the Inspectors and appears to the Court to be favorable to the public.

Now, August 6th, 1923, the report of the said Inspectors is approved, on condition that the contractors shall remit the sum of Five Hundred Dollars from the contract price and shall accept the balance as in full of all moneys owing by the County of Clearfield to the said contractors and shall also permit the use of the temporary bridge belonging to the contractors, in accordance with the provisions of the proposition made by the contractors and attached to the Report of the Viewers; it appearing from the evidence taken and from the report of the Inspectors

that the said deduction of Five Hundred Dollars will fully cover any deficiency in the construction of the bridge or would provide a sufficient sum to put the said surface in a condition called for by the specifications, but it being also clear from the testimony and found by the Viewers that to make a durable, substantial roadway the specifications are insufficient and a concrete roadbed should be substituted for the requirements of the original specifications.

By the Court,

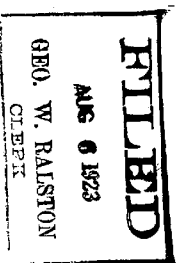
Singleton Bell

P. J.

No. 6 May Session, 1923.

In Re. County Bridge across the
Susquehanna River at Mahanefey.

ORDER.



SUPPLEMENTARY SPECIFICATIONS
REPAIRS AND FINISHING OF MAHAFFEY BRIDGE
CLEARFIELD COUNTY, PENNA.

Remove the dust and finer portions of the upper part of the present defective macadam surfacing to a depth of about one (1) inch, and scarify the remainder sufficient to properly bond to it asphaltic wearing course hereinafter specified.

After the base has been freed of all foreign substances and properly loosened up, there shall be spread over it about one (1) gal. of asphalt to each square yard of surface by means of pouring pots or cans of proper design, and while this asphalt or tar is still warm, a layer of the three-quarter inch stone shall be spread in such quantity as to properly fill all voids and uneven surfaces and so as to permit proper rolling until a compact and well bonded surface is produced. And over this shall again be poured approximately one-half gals. of bituminous binder per square yard of surface, into which shall be sprinkled, and lightly rolled, a thin layer of stone chips sufficient to produce a monolithic asphaltic wearing surface without depressions or ridges, and conforming to the crown of the bridge as shown on the plans.

The asphalt or tar for this work shall be material according to the requirements of the specifications of the State Highway Department for Bituminous Macadam Surfaces, penetration method. The three-quarter inch stone and the stone chips shall conform to the same specifications.

Prior to the placing of this wearing surface the Contractor shall remove entirely the present wearing surface and roadway fill at the points along down-stream side of the East span where some honeycombing exists in the concrete floor slab, and the defective portions of the slab well cleaned and

thoroughly grouted, and then mopped with a sufficient amount of the road asphalt to properly seal and entirely waterproof these portions of the slab, after which the fill and wearing surface shall be replaced and the entire floor treated as specified above.

The dam-angles at both ends of the bridge, with their plates, shall be rearranged in such manner as to cover the portions of the floor slabs specified on the drawings. They are at present too far back on the walls.

All defective places in the substructure work shall be thoroughly cleaned and well pointed with cement mortar, and the entire concrete work from the under side of the copings up to the top of the railings and posts shall be well rubbed and finished in a workmanlike manner. The under side of the up-stream end of the pier coping shall be repaired to proper lines as well as down-stream coping on the East abutment, and all signs of surface frost shall be eradicated by proper pointing and rubbing.

The hand rails on both sidewalks shall be properly bolted with 3/8" bolts, drawn up in such manner as to provide a safe and substantial railing, true to line and well braced.

Clearfield, Pa., July 11, 1923.

Board of County Commissioners,
Clearfield County,
Clearfield, Pa.

Gentlemen:

Having been notified of the completion of the remaining work on the Mahaffey bridge, I have personally performed final surface inspection, and herewith respectfully report as follows:

The sub-structure has been pointed in the formerly defective places, but not as carefully rubbed as might be desired in order to produce a pleasing appearance. Since this does not in any way effect the strength or durability of the structure, I am inclined to advise acceptance on this score however.

The floor slab has been repaired where the former honey-combing permitted a series of leaks, and the railings on both sidewalks have been bolted to the structural steel using companion flanges instead of the former light connecting flanges. The bolts provided have not been painted, however, and I have instructed the contractor to arrange to paint them so as to protect this against rusting.

The expansion plates have been moved in on the bridge at both ends as per plans. The breaks in the wheel guards over the pier have been sealed with pitch, which while unsightly, is the best that can be done under the circumstances.

X The wearing surface on the roadway has been relaid this time with bituminous macadam as per supplementary specifications with somewhat indifferent result, about 90% of the roadway being in a fairly acceptable condition but the remaining 10% showing undue lack of cohesion under traffic due to uneven distribution of the binder and probable unsatisfactory condition of the underlying earth cushion, which evidently must have been too wet at the unsatisfactory points.

Since the bridge has been opened to traffic since Monday last there is no choice but to have it remain so, and pay the contractor for such portions of the entire work as shall be acceptable to the viewers, and withhold a sum satisfactory to the County to cover the further consideration of the unsatisfactory portions.

In view of the above, I respectfully recommend that the Mahaffey bridge be accepted after the above mentioned railing bolts shall have been painted, with the understanding that this acceptance is to cover the bridge in all its parts with the exception of the wearing surface of the driveway, and that the remaining amounts of moneys due the contractor be paid him with the exception of \$500.00, which amount, or a bond in equal amount, shall be retained by the County with the understanding that should the present bituminous macadam surfacing fail to flush to the surface and harden as anticipated within a period of one year, or should it in any other respect fail to serve its purpose as a water-tight and resilient wearing surface, then the said sum of \$500.00, or the proceeds of the bond above mentioned, shall be used by the County to defray the costs involved in repairing or replacing the wearing surface on the bridge as may be considered best by the Commissioners, and any amount of money remaining after said repairs or replacing having been done and paid for, shall be returned to the contractor, and he shall be considered released from any further obligations in connection with the work.

Respectfully yours,

G. A. Fink

In the Court of Quarter Sessions of Clearfield County, Penna.

In the matter of County Bridge : No. 6 May Sessions, 1923
across the Susquehanna River in :
the Borough of Mahaffey :

ORDER OF COURT

Now, May 7th, 1923, within petition read and considered, and thereupon A. G. Kramer, Esq., Harry Reese, Esq. and J. S. Michaels are appointed viewers to view and inspect the bridge herein mentioned, as required by law, and to make report to the Court concerning the same.

By the Court,

Singleton Bell, P. J

STATE OF PENNSYLVANIA : Certified from the record this
COUNTY OF CLEARFIELD : 7th day of May A. D. 1923.

Hes W Ralston
CLERK

IN THE MATTER OF THE INSPECTION OF THE COUNTY BRIDGE
ERECTED ACROSS THE SUSQUEHANNA RIVER AT MAHAFFEY, PA.

TO THE HONORABLE SINGLETON BELL PRESIDENT JUDGE OF THE
COURT OF QUARTER SESSIONS OF CLEARFIELD COUNTY PA.

Now May 11th 1923; we the undersigned viewers, appointed
by your Honorable Court as per attached order to view and inspect
the said County Bridge erected across the Susquehanna River at
Mahaffey in Clearfield County Pennsylvania; Respectfully Report.

That having all been present and duly sworn according to law;
to, truly, honestly and impartially perform their duties according
to law; carefully viewed and inspected the said bridge as to the
construction thereof, the kind and quality of the material used
including the workmanship on the same and after said view and in-
spection and the examination of the plans and specifications; we
were fully convinced that the structure of the said bridge did by
no means comply with the requirements of the plans and specifica-
tions.

They therefore adjourned the further investigation thereof
over until Wednesday May 16th 1923 at 10.30 o'clock A. M. for a
hearing; to be held in the Arbitration Room in the Court House in
Clearfield Pa, with notice to G A Flink the Engineer and John F
Whittaker of the firm of Whittaker and Diehl the contractors and
the County Commissioners to appear at the said hearing.

And that the said hearing was held as per said notice in
the Arbitration Room in the Court House in Clearfield Pa on the
day stated, to wit; the 16th day of May A. D. 1923 at the hour
fixed, when the following appearances were noted, to wit:

G A Flink the Engineer, John F Whittaker of Whittaker and
Diehl the contractors Thomas who superintended the work
of the construction of the bridge for the contractors with the board
of the County Commissioners, to wit: T R Weimer, Jesse E Dale
and M L Farrell, with the County Solicitor A H Woodward Esq and the

Commissioners Clerk, L. C. Norris, all being present, when on the testimony of Mr Flink the Engineer who being called and examined as a witness on the part of the inspectors, it clearly appeared from the testimony, that part of the work on the construction of the bridge as also part of the material used by no means complied with the contract or specification, when therefore at the request of Mr Woodward the County Solicitor the further hearing and inspection was postponed without date to permit the contractors to complete the work according to the requirements of the plans and specifications.

When on July 14th 1923 the viewers having been notified by the County Commissioners that they were informed by the Engineer that the bridge was completed and ready for inspection, the viewers made a second careful; inspection of the bridge in the discharge of their duty and beg to report.

That they find that the bridge has been completed according to the contract and the requirements of the specifications; except the road way and the cleaning and pointing of the abutments pier and the coping. They find that the road bed is not rounded or filled up in the centre of the bridge or road bed as required by the contract so that the centre of the road bed is sunk down with gutters in the wagon and automobile tracks, making the middle or center of the road bed lower then the sides; showing that the road bed is not as substantial as it should be to make a good substantial job which in the opinion of the viewers is caused by a lack of sufficient material used in the top cover; They would therefore recommend that an additional covering composed of two layers of asphalt with two covers of limestone chips in quantities as set out in the supplementary Specifications. The Asphalt or tar to be spread over in two separate layers, not less then one half gallon to each square yard applied in equal quantities; each layer of asphalt to be covered with flaked limestones each layer to be not less than half inch in thickness which is to be put on while the

tar or asphalt is still warm so as to form an oval rounding floor to correspond with the State road on either side of the bridge and to fill up level all the depressions or low places in the floor of the bridge so as to make an oval of rounding surface of the floor of the bridge as set out in the draft.

The viewers further recommend, that five hundred (\$500.00) dollars be retained by the County Commissioners from the contract price until said improvements recommended have been made as herein directed in accordance with the specifications, and as soon as the said improvements have been made the said sum of five hundred (\$500.00) dollars is to be paid over to the contractors; provided that the changes and improvements be made within a reasonable time and if not made and completed within a reasonable time the commissions to have the right to make said improvements and pay for the same out of the said five hundred (\$500.00) dollars retained and the balance if any remaining to be paid over to the contractor

And the balance of the contract price due on the contract the viewers recommend to be paid over to the contractors as soon as the report of the viewers is confirmed by the court

WITNESS; our hands and Seals this the 14th day of July A.D. 1923.

A. G. Kramer, (SEAL)

H. A. Reese (SEAL)

J. S. Michaels (SEAL)
Viewers.

NO 6 MAY, SESSION. 1923.

REPORT OF VIEWERS
OF INSPECTION OF COUNTY
BRIDGE ACROSS THE SUSQUEHANNA
RIVER AT MAHAFFEY.
CLEARFIELD COUNTY PENNA.

FILED

JUL 24 1923

GEO. W. BALSTON
CLERK

Received by the County Clerk
CLEARFIELD REPUBLICAN, CLEARFIELD, PA.

In the matter of County Bridge)
across the Susquehanna River in)
the Borough of Mahaffey.)

TO THE HONORABLE JUDGE OF THE COURT OF QUARTER SESSIONS
OF CLEARFIELD COUNTY:

The petition of the County Commissioners of
Clearfield County respectfully represents:

That a public county bridge heretofore existed
across the Susquehanna River in the Borough of Mahaffey
in this county; that said bridge became in such condition
as to require reconstruction, and accordingly your petition-
ers after due advertisement let a contract for the re-
construction and rebuilding of said bridge to Whittaker
and Diehl, of Harrisburg, Pennsylvania, for the price or
sum of Twenty-nine Thousand Nine Hundred Thirty-one
(\$29,931.00) Dollars.

The bridge under said contract has now been
constructed, and notice has been served upon your petition-
ers by said Contractors that said bridge is ready for final
inspection and acceptance.

Your petitioners therefore pray for the appointment
of three disinterested and competent persons, one of whom
shall be a surveyor or engineer, to inspect said bridge in
accordance with the provisions of the Act of June 13, 1836,
P. L. 561, and its amendments and supplements, and to make
report to the Court as required by law.

And they will ever pray.

Attest:

L. C. Morris
Clerk.

J. R. Meiser
J. E. Dale
W. L. Farrell

COUNTY OF CLEARFIELD, SS:

L. C. Norris, Clerk to the Board of County Commissioners of Clearfield County, being duly sworn deposes and says that the facts stated in the foregoing petition are true and correct to the best of his knowledge and belief.

L. C. Norris

Sworn and subscribed
before me this 7th
day of May, A.D., 1923.

Wes H. Ralston
Prothonotary

Now, May 7, 1923, within petition read and considered,
and thereupon W. H. Kramer Esq. Harry Reese Esq. & J. S. Michaels
and wife are
appointed viewers to view the bridge herein mentioned, as required by law, and to make report to the Court concerning the same.

By the Court
Engelwood Beal
Jy.

#6 May 22 1923

PETITION

FOR APPOINTMENT OF
INSPECTORS FOR FINAL
VIEW OF MAHAFREY BRIDGE.

May 7, 1923.

FILED

MAY 7 1923

GEO. W. RALSTON

CLERK

TO THE HONORABLE SINGLETON BELL, PRESIDENT JUDGE OF THE COURT OF
QUARTER SESSIONS OF CLEARFIELD COUNTY PA.

We the undersigned viewers would Respectfully Report.

That having been appointed by your Honorable Court to inspect the
County Bridge erected across the West Branch of the Susquehanna
River at Mahaffey Pa; and having reported our finding as per report
filed, that the floor of the bridge in our opinion is not by
any means substantial, with other defects in the construction of
the said bridge: Whereupon the Court ordered a public hearing to
be held before the Court in the Court House in Clearfield Pa on
June the 30th 1923, when it appearing from the testimony produced
that the road way of said bridge is by no means durable or substan-
tial, partly on account of the work of the Contractors but mostly
on account of the defects of the specifications, when the Court ma-
de the following order.

Now July 30th 1923, hearing having been had upon this
subject, and matters having developed in the testimony, the subje-
ct is referred back to the viewers appointed to inspect this brid-
ge to enable said viewers to revise and modify their Report and
recommendations, if they shall deem the same advisable, in the
light of the testimony to day taken. Report to be made to the Cou-
rt as speedily as circumstances will permit.

By the Court.

Singleton Bell. P. J.

Whereupon the Contractors having agreed, to forfeit to the
County the sum of five hundred (\$500.00) dollars to cover whatever
defects caused by any fault of the contractors; which in the opin-
ion of the viewers as reported in their former report will cover
all the defects in the construction of the said bridge caused by
the fault of the contractors as far as the viewers have been able
to judge; Finding the bridge with the exception of the road way
and the pointing of ^{the}abutments and pier as specified in our former
report and as the pointing of the substructure in no way effects

the strength or durability of the bridge and can be done at a very moderate cost and the balance of the bridge with the exception of the roadway having in the opinion of the viewers been completed in a substantial and workman like manner according to the requirements of the specifications and the contract entered into with the County Commissioners. and as the fault in the road way being principally the fault of the specifications, it being the duty of the contractors to comply strictly with the specifications, and having done so the contractors are not responsible for the defects in the roadway further than specified in our original report which is covered by the aforesaid forfeit

The viewers therefore recommend; that the bridge be accepted and taken off the contractors hands, and that ~~the balance of the money on the contract price, less the five hundred dollars which they have agreed to forfeit for whatever defects or defaults they are liable for be paid over to them at once, and whatever further changes, alterations, or improvements necessary to be made on the said bridge be made by the County Commissioners, to which the aforesaid forfeit of five hundred dollars be applied.~~

The viewers from the inspection of the bridge and the information produced at the hearing are fully convinced that the present roadway is by no means substantial or durable, they therefore in order to make it a durable substantial bridge, recommend; That the two top layers of the bituminous Macadam and the layer of mud on the floor of the bridge be taken off clean, down to the concrete slab, and that a six inch layer of concrete covering be placed on the concrete slab now on; or of sufficient thickness necessary to bring the top of the floor of the bridge up even or level with the concrete road bed of the state highway at each end of the bridge. And that the road bed to have a slope of not less than six inches from the middle of the bridge to each end; to drain off the water.

The viewers also endorse the conditions of the agreement entered into by the County Commissioners with the said contractors by which the county is to have free of charge the use of the temporary bridge during the changes made on the aforesaid bridge with the understanding,

standing that the said Whittaker & Diehl shall not ~~be liable for any damages~~
be liable for any damages that may take place in the further use
of the said temporary bridge, and when the new bridge is opened
for traffic the county of Clearfield shall remove the stringers or
joists and load on freight cars consigned to Whittaker & Diehl at
whatever shipping point they may name F. O. B. car Mahaffey, Pa.

Witness; our hands and Seals this the 1st day of August

A. D. 1923.

A. G. Kramer (SEAL)

H. A. Reese (SEAL)

J. A. Michaels (SEAL)
VIEWERS.

In the Court of Quarter Sessions of Clearfield County, Penna.
Report of Viewers of Inspection } No. 6 May Sessions, 1923.
of County Bridge at Mahaffey. }

Now, July 30th, 1923, hearing having been had upon
this subject and matters having developed in the testimony, the a
subject is referred back to the Viewers appointed to inspect this
bridge to enable said Viewers to revise and modify their Report
and recommendations, if they shall deem the same advisable, in
the light of the testimony today taken. Report to be made to the
Court as speedily as circumstances will permit.

By the Court,

P. J.

Clearfield, Pa., July 30, 1923.

I, John F. Whittaker, representing Whittaker & Diehl in the matter of contract for re-building the bridge at Mahaffey, Pa., on behalf of Whittaker & Diehl, hereby submit the following proposal:

That the County of Clearfield, by its Commissioners, shall immediately make payment to the Contractor all balances due on the contract less the sum of Five Hundred (\$500.00) Dollars, as set forth in the viewers report, and that the temporary bridge be permitted to remain in its present location until the new bridge has been refloored, without any extra charge, with the understanding that Whittaker & Diehl shall not be liable for any damage that may take place in the further use of the said temporary bridge, and when the new bridge is opened for traffic the County of Clearfield shall remove the stringers or joists and load on freight cars consigned to Whittaker & Diehl at whatever shipping point they may name F. O. B. car Mahaffey, Pa.

Whittaker & Diehl
By John F. Whittaker

NO. 6: MAY. SESSION: 1923.

SECOND, REPORT; OF THE
INSPECTORS ON THE COUNTY
BRIDGE ACROSS THE SUSQUEHANNA
RIVER AT MAHAFFEY CLARIFIED
COUNTY; PENNA.

FILED
AUG 6 1923
GEO. W. RALSTON
CLERK

Clearfield, Pennsylvania

CLEARFIELD REPUBLICAN, CLEARFIELD, PA.

In the Court of Quarter Sessions of Clearfield County, Penna.
Report of Viewers of Inspection) No. 6 May Sessions, 1923.
of County Bridge at Mahaffey.)

Now, July 30th, 1923, hearing having been had upon
this subject and matters having developed in the testimony, the a
subject is referred back to the Viewers appointed to inspect this
bridge to enable said Viewers to revise and modify their Report
and recommendations, if they shall deem the same advisable, in
the light of the testimony today taken. Report to be made to the
Court as speedily as circumstances will permit.

By the Court,

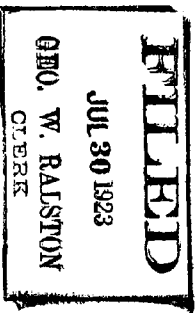
Singleton Bell,

P. J.

No. 6 May Sessions, 1923.

Report of Viewers of Inspection
of County Bridge at Hanafeiy.

ORDER.



In the Court of Quarter Sessions of Clearfield County, Penna.

In Re. MAHAFFEY BRIDGE.

No. 6 May Sessions, 1923.

Now, July 24th, 1923, the Report of the Viewers inspecting the said bridge having been received, it is ordered that a public hearing be had upon this subject upon July 30th, 1923, at 9 o'clock A. M., at the Court House; notice thereof to be given to the Contractor, to the County Commissioners and the County Controller, with opportunity to interested citizens to also be heard if they so desire.

By the Court,

Engelhard Beck
P. J.

No. 6 May Sessions, 1923.

In Re. MAHAFFEY BRIDGE.

Report of Viewers.

ORDER.

