

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Emergency Application of
the Department of
Transportation of the
Commonwealth of
Pennsylvania and the
City of Pittsburgh for
Approval to Abolish the
Public Above Grade
Crossing and Remove
the Bridge Carrying the
Abandoned Cartway of
Pittsburgh & West
Virginia Railway Company

Docket No.:
A-2024-3048837

Initial In-Person
Emergency Hearing

Pages 33 - 315

Judge's Chambers
Piatt Place
301 5th Avenue
Suite 220
Pittsburgh, PA

Monday, June 3, 2024
Commencing at 10:01 a.m.

BEFORE:

MARY D. LONG, Administrative Law Judge

APPEARANCES:

KRYSIA KUBIAK, ESQUIRE
KEVIN FREYDER, ESQUIRE
City of Pittsburgh Law Department
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219
For the City of Pittsburgh

REPORTER: KELLY L. DUNN

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APPEARANCES: (Cont'd)

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Pennsylvania Department of Transportation
P.O. Box 8212
Harrisburg, PA 17105-8212
For PennDOT

JONATHAN KAMIN, ESQUIRE
JONATHAN PRESTON, ESQUIRE
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Pittsburgh, PA 15219
For Wabash Properties, LLC

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Cipriani & Werner
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Suite 700
Pittsburgh, PA 15228
For Wabash Properties, LLC

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RECORD

Application Docket No. 20890-1929

THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA

Application by

MICROFILMED

Public Service Company or Municipal Corporation

COMMISSIONERS OF ALLEGHENY COUNTY

Nature of petition

APPROVAL OF THE CONSTRUCTION OF A CROSSING BELOW
GRADE AT POINTS WHERE A PUBLIC HIGHWAY KNOWN AS SAW MILL RUN BOULEVARD
CROSSES UNDER TRACKS & RIGHT-OFWAY OF THE PITTSBURGH & WEST VIRGINIA
RAILWAY COMPANY IN CITY OF PITTSBURGH.

Date of filing petition

MAY 1, 1929

Date of Hearing

MAY 29, 1929

Handwritten initials

Remarks

MICROFILMED

Handwritten signature

No. of Record Folders

No. of Correspondence Folders

No. of Test. and Ex. Folders

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UNDER NO CIRCUMSTANCE SHOULD YOU REMOVE
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FOLDER WILL SOON BE DESTROYED. ANY
QUESTIONS CONCERNING THIS, PLEASE CALL
VINCE PUGLIESE AT 7-5008 OR LEO STAUB
AT 7-6982.

COMMONWEALTH'S
EXHIBIT
1
6-3-24 KD

check # 8488 of John Thomas
Amb. B. 10. do need mass.

73 3167
FILE No. 8
MAY 1 1929
OFFICE OF COMMISSIONER

BEFORE THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA.

IN RE:- Application of the County of Allegheny for certificate of public convenience, evidencing the Commission's approval of the construction of a highway crossing on the Saw Mill Run Boulevard, under the tracks and right-of-way of the Pittsburgh & West Virginia Railway Company, in the City of Pittsburgh, Allegheny County, Pennsylvania.

Application Docket No. 20890 1929.

MICROFILMED

PETITION.

TO THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA:

The petition of Joseph G. Armstrong, E. V. Babcock and Charles C. McGovern, respectfully represents:

FIRST: That the names and addresses of your petitioners are

Joseph G. Armstrong, Court House, Pittsburgh, Pa.
E. V. Babcock, Court House, Pittsburgh, Pa.
Charles C. McGovern, Court House, Pittsburgh, Pa.

SECOND: That the names and addresses of your petitioners' attorneys are

W. Heber Dithrich, Esq., 421 Frick Bldg., Pittsburgh, Pa.
B. B. McGinnis, Esq., 908 Park Bldg., Pittsburgh, Pa.

THIRD: That the right to construct the proposed highway crossing below grade is granted your petitioners by an Agreement Ordinance dated April 2d, 1929 between the County of Allegheny and the City of Pittsburgh.

FOURTH: That the proposed highway crossing is to be constructed of concrete slab supported on steel girders with concrete substructure ^{and} crossing below grade, the tracks and right-of-way of the Pittsburgh & West Virginia Railway Company, the south back wall being at Station 46/84 on the center line of the proposed Saw Mill Run Boulevard, and the north back wall at Station 48/46 ^{on} center line of said Boulevard, a distance of one hundred sixty-two (162) feet between said back walls. The center of the said crossing shall

RECORD FOLDER

DOCKETED
MAY 12 1929
FOLDER

have a width of seventy-two (72) feet and such additional width as may be necessary for the construction of abutments and wing walls, as shown on Plan No. 11,914, attached hereto and marked Exhibit "A". The proposed construction is on the right-of-way of the Pittsburgh & West Virginia Railway Company and the roadway clearance under the Railway bridge is eighteen feet.

FIFTH: That the public service company concerned in or affected by the proposed construction of said crossing is the Pittsburgh & West Virginia Railway Company, and the municipalities concerned in or affected by the proposed construction are the County of Allegheny and the City of Pittsburgh, in the County of Allegheny.

SIXTH: The estimated cost of the construction of said under grade crossing, as furnished by the Director of Public Works of Allegheny County, is the sum of Twenty Thousand (\$20,000.00) Dollars, which includes damages for property taken, injured or destroyed.

SEVENTH: The construction of said crossing is necessary and proper for the service and accommodation of the travelling public. Attached hereto is a summary of track, highway and general data of the Pittsburgh & West Virginia Railway Company, marked Exhibit "B".

WHEREFORE, the County Commissioners pray your Honorable Commission to issue a certificate of public convenience, evidencing its approval of the location and construction of said crossing on the Saw Mill Run Boulevard under the tracks of the Pittsburgh & West Virginia Railway Company in the City of Pittsburgh, Allegheny County, Pennsylvania.

COUNTY OF ALLEGHENY

By

County Commissioners.

APPROVED AS TO FORM:

County Solicitor.

COUNTY OF ALLEGHENY,)
STATE OF PENNSYLVANIA.) SS:

Before me, the undersigned authority, a Notary Public, duly commissioned within and for said County and State, personally appeared Joseph G. Armstrong, E. V. Babcock and Charles C. McGovern, who being duly sworn according to law, depose and say that they are the Commissioners of Allegheny County and that the facts set forth in the foregoing Petition are true and correct.

Sworn to and subscribed before me)

this 24 day of April, 1929.)

J. E. Rutley
Notary Public.

J. E. RUTLEY, Notary Public
101 COURT HOUSE
MY COMMISSION EXPIRES
FEBRUARY 10, 1931

Joseph G. Armstrong
E. V. Babcock
Charles C. McGovern

OVERSIZE
DOCUMENTS

DATA
 FOR
THE PUBLIC SERVICE COMMISSION
 OF THE
COMMONWEALTH OF PENNSYLVANIA
(FORM P.S.C. - CIRCULAR NO. 2, 1921-22)

TRACK DATA.

Railroad Company, **The Pittsburgh & West Virginia Railway**
 Steam or Electric, **STEAM**
 Name of Division, **WEST VIRGINIA** Main or Branch Line, **Main**
 Character of Trains, **Passenger & Freight**
 Number of main tracks, **2** Number of side tracks, **2**
 Alignment, **CURVE** Approximate degree, **45**
 Grade of tracks, **1.0% TOWARDS PITTSBURGH**
 Number of trains per day:
 Passenger, **6** Freight, **6** Switching movements, **12**
 Average speed of Passenger train per hour, **40**
 Freight trains per hour, **10**
 Distance from crossing approaching trains can be seen, **(b)**
 Width of Railroad Right-of-Way, **IRREGULAR** **200**
 Width of Private Right-of-Way, **10**
 Topographical conditions in vicinity of crossing: *(Supplement by sketch)*

Distance top rail to natural Ground Line,

HIGHWAY DATA.

Nearest railroad station, **KELLY** Distance, **1 mi.** Direction, **West**
 Name of road, **SIX MILE RUN BOULEVARD**
 State Highway, **State-aid Road** Township road, **County**
 Borough street, **City Street** Private road, ..
 Relative importance, **MAIN HIGHWAY**
 Road Profile 500 ft. each side of crossing, **FLYING NORTH**
 Kind of road, **Surfaced or paved** **PAVED** Drainage, **SURFACE**
 Electric railway, **NO** Number of tracks, ..
 Angle road with track (approximate), **20**
 Grade of approaches, (a) .. (b) ..
 Width approaches, (a) **10' BETWEEN CURBS** (b) **REGULAR HIGH**
 Condition of approaches, **OPEN CUT** **Cut or fill**
 Condition of crossing between rails, .. **Width crossing**
 Accidents at crossing during past 5 years, ..
 Right-of-Way of road, **25'** Traveled or surfaced width, **20'**

GENERAL DATA.

Distance to nearest public crossings, (a) .. (b) ..
 Distance trains can be seen at various points along highway, *(Supplement by sketch)*
 Crossing signs: How many, .. Property located, ..
 Advance signs: How many, .. Location, ..
 Flagmen, gates or bells, .. Kind, .. Type, ..
 Remarks: **Proposed UNDER-GRADE CROSSING**
 Recommendations: ..

1
5
8
4

Application Docket No. _____
1929.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE COMMONWEALTH OF PENNSYLVANIA.

IN RE:- Application of the County of Allegheny for certificate of public convenience, evidencing the Commission's approval of the construction of a highway crossing on the Saw Mill Run Boulevard, under the tracks and right-of-way of the Pittsburgh & West Virginia Railway Company, in the City of Pittsburgh, Allegheny County, Pennsylvania.

PETITION.

W. HEBBER DITTRICH,
County Solicitor,
421 Frick Bldg.

B. B. MCGINNIS,
Asst. County Solicitor,
908 Park Bldg.,
Pittsburgh, Pa.

PROOF OF PUBLICATION

Commonwealth of Pennsylvania } ss.
County of Allegheny

Personally before me, the undersigned authority, in and for said County and Commonwealth appeared I. I. Gage, who being duly sworn according to law, says that he is Bookkeeper of THE PITTSBURGH SUN-TELEGRAPH, a public newspaper published in said County, and that the notice, of which the annexed clipping from said newspaper is a copy, was printed and published for two (2) successive weeks in the regular editions and issues of said newspaper on the following dates, viz: May 12 - 20 - A. D. 1929

Sworn to and subscribed before me this

14th day of the 1st month of May A. D. 1929
Joseph H. G. Armstrong
Notary Public.

NOTICE is hereby given that application has been made to the Public Service Commission of the Commonwealth of Pennsylvania, under the provisions of Pennsylvania company law by the public utility for a certificate of public convenience, authorizing the construction of a public highway grade at points where a roadway crosses with the tracks and right of way of the Pittsburgh and West Virginia Railway Company in the City of Pittsburgh, Allegheny County, Pa. A public hearing upon this application will be held in the seventh floor, City-County Building, Pittsburgh, Pa., on Wednesday, the 29th day of May, 1929, at 9:30 a. m. (Standard time), 9:30 a. m. (daylight saving time), when and where all persons in interest may appear and be heard, if they so desire.
JOSEPH H. G. ARMSTRONG,

PREPARED BY [Signature]
STENOGR. [Signature]
FORM CHECK _____
RECORD CHECK _____
EXAMINED AND APPROVED _____
BUREAU OF P. C.

THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH OF PENNSYLVANIA

A. 20890-1929.

IN THE MATTER OF THE APPLICATION OF

COUNTY OF ALLEGHENY,
under Section 5, Article III, and
Sections 12, 18 and 19, Article V, of
The Public Service Company Law, for
the approval of the construction of a
highway crossing on the Saw Mill Run
Boulevard, under the tracks and right
of way of the Pittsburgh & West Virginia
Railway Company in the City of Pitts-
burgh, Allegheny County, Pennsylvania.

CERTIFICATE
OF
PUBLIC CONVENIENCE

The Public Service Commission of the Commonwealth of Pennsylvania hereby certifies that after an investigation and hearing had on the above entitled application, it has, by its report and order made and entered, a copy of which is hereto attached and made a part hereof, found and determined that the granting of said application is necessary and proper for the service, accommodation, convenience and safety of the public, and this certificate is issued evidencing its approval of the said application as set forth in said report and order.

In Testimony Whereof, THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this **fourth** day of **June** 192**9**.

Attest:

THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH OF PENNSYLVANIA

[Signature]
Chairman

[Signature]
Secretary

Testimony and Exhibits

Consecutive No. _____

File No. 20890

THE PUBLIC SERVICE COMMISSION
OF THE COMMONWEALTH OF PENNSYLVANIA

MICROFILMED

Application by

Public Service Company or Municipal Corporation

Commissioners of Allegheny County

Nature of petition

MICROFILMED

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ANY DOCUMENTS OR FILE ANY ADDITIONAL
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AT 7-6982.

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EXHIBIT
2
6-3-24 KD

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE COMMONWEALTH OF PENNSYLVANIA.

A P P L I C A T I O N)
OF)
COMMISSIONERS OF ALLEGHENY)
COUNTY.)

NO. A. 20890-1929.

8377
A 20890
MICROFILMED

** for approval of the construction of a crossing below grade at points where a public highway known as Saw Mill Run Boulevard crosses under the tracks and right-of-way of the Pittsburgh and West Virginia Railway Company in the City of Pittsburgh, Allegheny County. Initial Hearing.

TRANSCRIPT

HEARING HELD AT PITTSBURGH, PA., MAY 29, 1929.

For the Commission:

Hon. Samuel Walker, Commissioner,
The Public Service Commission,
Harrisburg, Penna.

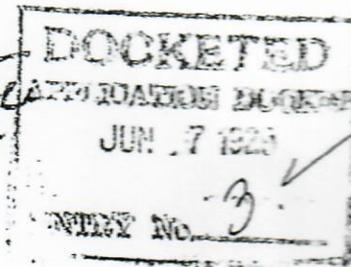
For the Commissioners
of Allegheny County:

B. B. McGinnis, Esq., Assistant
County Solicitor, Pittsburgh, Pa.

For the City of Pitts-
burgh:

Charles P. Lang, Esq.,
Pittsburgh, Penna.

The Misses Beatty,
Shorthand Reporters,
862 Frick Annex Bldg.,
Pittsburgh, Penna.



RECORD
FOLDER

INDEX TO WITNESSES

Jordan, James C. 2

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Applicant's Exhibits

- ✓ Exhibit No. 1 -- Agreement between the County of Allegheny and the City of Pittsburgh. 2
- ✓ Exhibit No. 2 -- Data sheet for the Public Service Commission, in connection with the structure. 4
- 0 Exhibit No. 3 -- Blue print of the drawing which was attached to the petition submitted to The Public Service Commission. 6

City of Pittsburgh Exhibit

- ✓ Exhibit "A" -- Ordinance No. 157, Bill No. 4262. 5

The Misses Beatty,
Reporters,
862 Frick Annex,
Pittsburgh, Pa.

COMMISSIONER WALKER: Have proofs of publication been filed?

MR. MCGINNIS: They were mailed on the 22nd (May)

--oOo--

JAMES C. JORDAN, called as a witness in behalf of Applicant, and duly sworn, testified as follows, in response to,-

DIRECT EXAMINATION by Mr. McGinnis:

Q Mr. Jordan, what is your occupation?

A Civil Engineer.

Q By whom are you employed?

A Department of Works, Allegheny County.

Q What is your work in that Department?

A I am engineer of bridge records in charge of the drafting room.

Q Who are the County Commissioners of Allegheny County?

A Joseph G. Armstrong, Chairman; E. V. Babcock, and Charles E. McGovern.

(Applicant's Exhibit No. 1 Marked)

Q I show you Applicant's Exhibit No. 1 and ask you what it is.

A Agreement between the County of Allegheny, of the first part, and the City of Pittsburgh, in relation to the Saw Mill Run Boulevard.

Q That is in relation to the construction thereof?

A Yes.

Q Is that the original?

A This is a photostatic copy.

MR. MCGINNIS: I have one of the originals here, and this is a photostatic copy; they have the approval of the City Solicitor, that is the only difference, and I think, with Mr. Lang's consent we could file that as an exhibit.

COMMISSIONER WALKER: Offer the original.

MR. LANG: The City of Pittsburgh desires copy of the certificate of the Commission and with that intent I would like to file at this time a duplicate original, so that when the order of the Commission issues, there will be one attached to each of the copies filed, one going to the County and one to the City.

By Mr. McGinnis:

Q Under this contract, Exhibit No. 1, who is to do the construction of the boulevard?

A The County of Allegheny.

Q In the construction of this boulevard is there a bridge crossing the tracks and right-of-way of the Pittsburgh & West Virginia Railway?

A Yes; there is a bridge or underpass crossing underneath the tracks of the Pittsburgh & West Virginia Railway Company.

Q Can you give us a brief description of this bridge or underpass?

A It provides another pass with a forty (40) foot clear roadway to the curb and two sidewalks eight (8) two (2) from curb to the face of the concrete sidewalls underneath the tracks, with a head room of eighteen (18) feet on the roadway. The structure

has concrete walls with steel columns located on the curb line, supporting girders across the roadway, and with a concrete slab on top of the girders and to the side walls upon which the ballast and ties of the railroad tracks are supported.

Q What is the roadway clearance?

A Eighteen feet (18') vertically.

Q Is there any other railway concern except the Pittsburgh & West Virginia on this structure?

A Not to my knowledge.

Q And what municipalities are concerned?

A The City of Pittsburgh are concerned in the construction within the city limits.

Q What is the estimated cost of the underpass?

A My recollection is it was two hundred thousand dollars.

Q Do you have any figures to substantiate that?

A I don't have the figures.

Q Is the construction of this crossing necessary for the service and accommodation of the traveling public?

A It is necessary in order to pass the roadway under these tracks.

(Applicant's Exhibit No. 2 Marked)

Q I show you Applicant's Exhibit No. 2 and ask you what it is.

A It is a data sheet for The Public Service Commission, giving the data required in track, highway and generally, in connection with this structure.

CROSS EXAMINATION by Mr. Lang:

Q Mr. Jordan, do you know about the ordinance that authorized

this agreement (handing witness paper)? Just state when this ordinance was passed.

A It was enacted the 18th day of March, 1929.

Q When was it approved by the Mayor?

A March 21, 1929.

Q Where was it recorded?

A In the Ordinance Book Vol. 41, page 141.

Q What is the number of the ordinance?

A Number one hundred and fifty-seven (157).

MR. LANG: We offer in evidence this ordinance, with the right to have it later withdrawn and a certified copy presented, being marked City of Pittsburgh Exhibit "A", being Ordinance No. 157, Bill No. 4262.

RE-DIRECT EXAMINATION by Mr. McGinnis:

Q Refreshing your recollection now, will you state what the cost of the proposed construction is?

A Two hundred thousand dollars (\$200,000.00) is the estimated cost of the structure.

MR. MCGINNIS: If your Honor please, the sixth paragraph of the petition, I would ask leave to amend to read as follows:-

"The estimated cost of the construction of the said undergrade crossing as furnished by the Director of Public Works of Allegheny County, is the sum of two hundred thousand dollars, which includes damages for property taken, injured or destroyed," to take the place of the sixth paragraph in the petition

James C. Jordan

which states that the estimated cost is twenty thousand dollars (\$20,000.00).

COMMISSIONER WALKER: We will permit the amendment.

(Applicant's Exhibit No. 3 marked)

By Mr. McGinnis:

- Q I show you Applicant's Exhibit No. 3 and ask you what it is.
- A Blue-print of the drawing which was attached to the petition submitted to The Public Service Commission.
- Q What does it show?
- A It shows the structure and the proposed roadway of the Saw Mill Run Boulevard and sidewalks as they affect the property of the Pittsburgh & West Virginia Railway.
- Q What property does it show as being taken for the construction of this underpass?
- A The property of the Pittsburgh & West Virginia Railway Company.
- Q I believe according to the Agreement, Exhibit No. 1, the City of Pittsburgh is to furnish the right-of-way for this new boulevard?
- A Yes.
- Q Do you know whether there is any agreement between the Railroad Company and the City of Pittsburgh?
- A There is an agreement between the City of Pittsburgh and the Railroad Company, in regard to the right-of-way.
- Q Then, it will not be necessary under these proceedings to condemn any land for the purpose of this structure?

A No, sir.

Further sayeth not.

---ooOoo---

MR. MCGINNIS: We offer in evidence Applicant's Exhibits Nos. 1, 2 and 3.

COMMISSIONER WALKER: They will be received.

---ooOoo---

Testimony Concluded.

Submitted on Record.

---ooOoo---

C E R T I F I C A T E

I hereby certify that the proceedings and evidence in the cause first stated are fully and accurately contained in the shorthand notes taken by me during the hearing before The Public Service Commission of the Commonwealth of Pennsylvania and that this is a correct transcript thereof.

Willard E. Arnold.

Reporter
For The Misses Beatty.

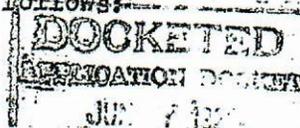
A G R E E M E N T,

MADE this 2nd day of April, A. D. 1929,
between the County of Allegheny, a public corporation of Pennsylvania, hereinafter called "County", party of the first part, and the City of Pittsburgh, a municipal corporation of the State of Pennsylvania, within the limits of said County, hereinafter called the "City", party of the second part.

WHEREAS, The Saw Mill Run Boulevard, in the City of Pittsburgh, consisting of the North Branch, from Warrington Avenue to Woodruff Street, the South Branch, from West Liberty Avenue to the City of Pittsburgh - Borough of Overbrook line, and from the Borough of Overbrook and former Carrick Borough line to Library Road (State Highway Route No. 247), and the McKinley Park Branch, from the South Branch to Bausman Street, as located and opened by City Ordinance, is to be a principal thoroughfare; and,

WHEREAS, The County Commissioners of Allegheny County deem it advisable and necessary to improve said Saw Mill Run Boulevard, in said City between the points mentioned, and are of the opinion that the County should bear a portion of the cost, and the corporate authorities of the City of Pittsburgh believe it will be greatly to the interest and advantage of said City and a great saving of expense thereto, if said improvement of said Boulevard within its corporate limits be made, and the cost and expense thereof be paid jointly by the City and the County as hereinafter specified;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for the consideration hereinafter mentioned, the parties hereto do covenant and agree to and with each other, as follows:



FIRST. The name "Library Road" as located and opened by ordinances of the City of Pittsburgh, shall be changed by ordinance of the City to "Saw Mill Run Boulevard", from Woodruff Street to Library Road; and to "Saw Mill Run Boulevard - McKinley Park Branch", from Saw Mill Run Boulevard to Bausman Street.

SECOND. The parties hereto agree that the Saw Mill Run Boulevard, within the limits of said City, for a distance of approximately 13,640.0 feet shall be improved between the following terminal points:

BEGINNING at Warrington Avenue and extending to Woodruff Street, comprising the North Branch; beginning at West Liberty Avenue and extending to the City of Pittsburgh - Borough of Overbrook line, and from the Borough of Overbrook and former Carrick Borough line to Library Road (State Highway Route No. 247), comprising the South Branch, and from the South Branch to Bausman Street, comprising the McKinley Park Branch. The consent of the City of Pittsburgh is hereby given to the County of Allegheny to carry out the provisions herein set forth.

THIRD. Said Saw Mill Run Boulevard between the terminal points shall be improved by the County to the following widths: North and South Branches, thirty (30') feet of paving and forty-two (42') feet of grading, and the McKinley Park Branch, twenty (20') feet of paving and thirty-three (33') feet of grading, all exclusive of slopes. The work shall be done to lines and grades established by the City and in conformity with plans and specifications prepared by the Department of Public Works of Allegheny County and approved by the Commissioners of said Allegheny County and the Director of the Department of Public Works of the City of Pittsburgh, to the limits shown on said plans.

FOURTH. The improvement of said Saw Mill Run Boulevard as set forth in the first and second paragraphs under this agreement, shall be done by a contract or contracts awarded therefor by the County of Allegheny after approval of the plans and specifications by the Mayor and the Director of the Department of Public Works of the City of Pittsburgh, pursuant to the Acts of Assembly relating to same. The County shall have charge of the work and the City may, at its own cost and expense, furnish whatever engineering and inspectional service it so desires. Any complaint which the City may have as to the manner of construction or the materials or methods used shall be made in writing to the Director of the Department of Public Works of Allegheny County, within three (3) days; otherwise all work and materials shall be considered by the County as being done and furnished, placed or erected, satisfactory to the City.

FIFTH. The City agrees, at its own cost and expense, to construct all sanitary sewers or storm water drains, including house or other connections required within the limits of this improvement, prior to or during the construction work to be done by the County under this agreement, exclusive, however, of the storm water drains shown on the Boulevard plans as approved. The City also agrees to require the construction of any water lines with the necessary house or other connections, fire hydrants, gate boxes, etc., within the limits of this improvement, at the cost or expense of the City, individuals or public utility companies, prior to or during the construction work to be done by the County under this agreement. All work on sanitary sewers, storm water drains and water lines, shall be done by the City or utility company in such manner that no interference or delay shall be occasioned to the County's contractor on this work. The altering, resetting or reconstructing of existing catch basins or storm inlets within the limits of this improvement shall be included in the construction work to be performed by the County under the terms of this agreement.

SIXTH. The City agrees to enact any ordinance which may be necessary to locate, relocate, open or widen, establish or re-establish the grade and curb lines of said Saw Mill Run Boulevard, as shown on the plans as approved, as well as any existing streets or alleys affected by this improvement to condemn or otherwise secure all private or public property necessary for this purpose.

SEVENTH. The City agrees to assume and become liable for all damages occasioned by reason of this improvement by the opening, locating, relocating, widening, establishing or re-establishing of grades required for the aforesaid improvement of the Saw Mill Run Boulevard, as shown on the plans as approved, between the terminal points hereinbefore mentioned. The City agrees that it will assume and become liable for all damages to property, including surface and subsurface structures, caused by said improvement of the Saw Mill Run Boulevard, including damages to person or property occasioned from any obstruction on said roadway or part thereof, not due to the negligence of the said County or its contractor or contractors. The City agrees to effect the reconstruction of the bridge of the Pittsburgh Railways Company so that no bents or supports of said bridge shall be located within or encroach upon the lines of the Saw Mill Run Boulevard - McKinley Park Branch, and further agrees to relieve the County of any cost or expense whatsoever occasioned thereby.

EIGHTH. The City agrees to light the Boulevard and maintain the necessary lighting system. It is further agreed that after the completion of the improvement aforesaid, the City shall maintain and keep the Saw Mill Run Boulevard, including all structures incidental to the improvement, between the terminal points hereinbefore described

in good repair, and the County shall be forever afterwards relieved of any responsibility for the maintenance or repair thereof.

NINTH. The City agrees to give all notices to fully advise all parties concerned of the proposed improvement, and to require all service companies and private parties to make the necessary repairs and connections to existing utilities and to install any new utilities with their house or other connections to points outside the limits of this improvement, prior to or during the construction of the Boulevard.

TENTH. In case the City installs either water or sewer lines on this highway after the signing of this agreement, the City agrees to backfill the trench or trenches in a workmanlike manner and place any concrete over the same that may be required to reinforce the sub-grade to permit the paving of the street. Where public service corporations or individuals open such trenches, the City shall require said corporations or individuals to backfill the trenches in a workmanlike manner and provide any concrete necessary to reinforce the sub-grade to permit the paving of the street; or the City may require said corporations or individuals to pay for said work, which shall be done by the City of Pittsburgh's forces. The City agrees to relieve the County of the responsibility for the failure of any part of the paving of the roadway or any structures occasioned by the subsidence of any trenches opened by the City, public service corporations or individuals, whether said trenches are opened before or after the paving of this Boulevard by a contract or contracts let by Allegheny County.

ELEVENTH. The City agrees to pay to the County the additional cost of backfilling any trenches with slag and the cost of removing and replacing concrete slabs for pavement over said trenches, when trenches opened by either the City or others are found in such condition as to endanger the strength or stability of the work to be done by the County.

In case such trenches are found their condition shall be brought to the attention of the Director of Public Works of the City by letter, and if the condition is not corrected by the City within three days after the delivery of such letter, the County shall correct the condition and bill the City for the actual construction cost of the same.

IN WITNESS WHEREOF, on the day and year first above written, the County has caused its common and corporate seal to be affixed hereto, duly attested by the Chief Clerk of the County Commissioners, and this agreement to be signed by its County Commissioners pursuant to a resolution of the County Commissioners, passed on the 2 day of April, 1929, and this agreement is signed and executed in the name of the City of Pittsburgh, by the Mayor and the Director of the Department of Public Works, and the seal of the City is by its proper officers hereto affixed, they being duly authorized so to do by Ordinance No. 157 of said City, approved the 21st day of March, 1929, recorded in Ordinance Book, Vol. 41, Page 141.

ATTEST:

J. L. Swaney
Mayor's Secretary.
Leslie Kuch
Chief Clerk.

ATTEST:

W. H. Zickel
Chief Clerk.

COUNTERSIGNED: MAY 25 1929

Henry Swans
City Controller.

CITY OF PITTSBURGH,

By Charles H. Klum
Mayor.

Edward G. Lang
Director, Department of Public Works.

COUNTY OF ALLEGHENY,

By Charles M. Jones
County Commissioners.

EXAMINED BY:

Charles P. Lang
Special Assistant City Solicitor.

APPROVED AS TO FORM:

Rosawald Schmitt
City Solicitor.

APPROVED AS TO FORM:

W. H. M. Thrich
County Solicitor.

ARTICLES OF AGREEMENT

Between

COUNTY OF ALLEGHENY

And

CITY OF PITTSBURGH.

| | |
|---|--|
| THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH of PENNSYLVANIA | |
| <i>A</i> | Docket No. <i>20,890</i> <i>1929</i> (Year) |
| <i>App.</i> | Exhibit No. <i>1</i> |
| Hearing Held | <i>May 29, 1929</i> (Date) |
| <i>Beatty</i> | Reporter |

Chas. A. Waldschmidt, Esq.,
City Solicitor.

Charles P. Lang, Esq.,
Special Ass't City Solicitor,

313 City-County Bldg.,
Pittsburgh, Pa.

ENTRY 1 3 L

DATA
 FOR
THE PUBLIC SERVICE COMMISSION
 OF THE
COMMONWEALTH OF PENNSYLVANIA
(FORM P.S.C. CIRCULAR No. 2, PAGE 10)

TRACK DATA

Railroad Company, **THE PITTSBURGH & WEST VIRGINIA RAILWAY**
 Station or Electric, **STIAM**
 Name of Division, **WEST VIRGINIA DIST. Main or Branch Line**
 Character of Train, **ENGINE & PASSENGER**
 Number of main tracks, **2** Number of side tracks, **2**
 Alignment, **Approximate degree** **42** How laid,
 Grade of track, **DOWN SLOPE TOWARD PITTSBURGH**
 Number of freight cars, **6** Switching movements, **12**
 Average number of freight trains per hour, **1**
 Freight trains per hour,
 Distance from crossing approaching trains can be seen, **1/2** (b)
 Width of Railroad Right-of-Way, **IRREGULAR** **200 FT.**
 Right-of-Way, **To**
 Geographical conditions in vicinity of crossing: (supplement by sketch)
 Distance top rail to natural ground line,

HIGHWAY DATA

Name of railroad station, **KELLY** Distance, **1 mi.** Direction, **WEST**
 Name of road, **SW MILL RUN BOULEVARD**
 State Highway, **State-aid Road** Township road, **COUNTY ROAD**
 Borough street, **City street** Private road,
 Relative importance, **Main Highway**
 Road Profile 500 ft. each side of crossing, **147' NORTH**
 Kind of road: **Gravel or paved** **PAVED** Drainage, **SUREWAY**
 Electric railway, **NO** Number of tracks,
 Angle road with track (approximate), **25**
 Grade of approaches, (a) (b)
 Width approaches, (a) **10' BETWEEN CURBS** (b) **11'5" CLEAR HEIGHT**
 Condition of approaches, **CONC.** **Cut or fill**
 Condition of crossing between rails, **Width crossing**
 Accidents at crossing during past 5 years,
 Right-of-Way of road, **25'** Traveled or surfaced width, **20'**

GENERAL DATA

Distance to nearest public crossings, (a) (b)
 Distance trains can be seen at various points along highway
 Crossing signs: How many, **Properly located**
 Advance signs: How many, **Location**
 Flagmen, gates or bells **Kind** **Type**
 Remarks: **PROCEED UNDER GRADE CROSSING**
 Recommendations:

890

2079

THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH of PENNSYLVANIA

A Docket No. 20,890
1929 (Year)

App Exhibit No. 2

Hearing Held May 29, 1929
(Date)

Beatty Reporter

DOCKETED
APPLICATION DOCKET
JUN 17 1929
3

OVERSIZE
DOCUMENTS

20890
4377
20890
City of Pgh
Est. A.
may 29/19.

OFFICE OF THE
CITY ENGINEER
THE PUBLIC WORKS DEPARTMENT

No. 157.

Bill No. 4865.

927
a-3
3
1929

AN ORDINANCE authorizing and directing the Mayor and the Director of the Department of Public Works for and in behalf of the City of Pittsburgh to enter into an Agreement with the County of Allegheny, relating to the change of name of Library road to Saw Mill Run Boulevard, the improvement of Saw Mill Run Boulevard, from Woodruff street to Library road (State Highway Route No. 347) and Saw Mill Run Boulevard - McKinley Park Branch, from Saw Mill Run Boulevard to Bausman street, including the locating and re-locating, opening and widening, establishing and re-establishing the grades and fixing the lines of said Saw Mill Run Boulevard and McKinley Park Branch and providing for the payment of the costs, damages and expenses thereof.

SECTION 1. Be it ordained and enacted by the City of Pittsburgh, in Council assembled, and it is hereby ordained and enacted by the authority of the same, that the Mayor and the Director of the Department of Public Works be and they are hereby authorized and directed to make, execute and deliver in the name of and on behalf of the City of Pittsburgh, an agreement granting the consent of the City to the County in the following form, to-wit: * * * *

3/20/29

AGREEMENT

MADE THISday ofA. D. 1929,
between the County of Allegheny, a public corporation of Pennsylvania, hereinafter
called "County", party of the first part, and the City of Pittsburgh, a municipal
corporation of the State of Pennsylvania, within the limits of said County, here-
inafter called the "City", party of the second part.

WHEREAS—The Saw Mill Run Boulevard, in the City of Pittsburgh consist-
ing of the North Branch, from Warrington Avenue to Woodruff Street, the South
Branch, from West Liberty Avenue to the City of Pittsburgh—Borough of Over-
brook line, and from the Borough of Overbrook and former Carrick Borough line
to Library Road (State Highway Route No. 247), and the McKinley Park Branch,
from the South Branch to Bausman Street, as located and opened by City Ordi-
nances, is to be a principal thoroughfare, and

WHEREAS—The County Commissioners of Allegheny County deem it advis-
able and necessary to improve said Saw Mill Run Boulevard, in said City between
the points mentioned, and are of the opinion that the County should bear a portion
of the cost, and the corporate authorities of the City of Pittsburgh believe it will
be greatly to the interest and advantage of said City and a great saving of ex-
pense thereto, if said improvement of said Boulevard within its corporate limits be
made, and the cost and expense thereof be paid jointly by the City and the Coun-
ty as hereinafter specified.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That for the con-
sideration hereinafter mentioned, the parties hereto do covenant and agree, to and
with each other as follows:

FIRST. The name "Library Road" as located and opened by ordinances of the
City of Pittsburgh, shall be changed by ordinance of the City, to "Saw Mill Run
Boulevard", from Woodruff Street to Library Road; and to "Saw Mill Run Boule-

ward—McKinley Park Branch”, from Saw Mill Run Boulevard to Bausman Street.

SECOND. The parties hereto agree that the Saw Mill Run Boulevard, within the limits of said City, for a distance of approximately 13,640.0 feet shall be improved between the following terminal points:

BEGINNING at Warrington avenue and extending to Woodruff Street comprising the North Branch, beginning at West Liberty Avenue and extending to the City of Pittsburgh-Borough of Overbrook line, and from the Borough of Overbrook and former Carrick Borough line to Library Road (State Highway Route No. 247), comprising the South Branch, and from the South Branch to Bausman Street, comprising the McKinley Park Branch. The consent of the City of Pittsburgh is hereby given to the County of Allegheny to carry out the provisions herein set forth:

THIRD. Said Saw Mill Run Boulevard between the terminal points, shall be improved by the County to the following widths: North and South Branches, thirty (30') feet of paving and forty-two (42') feet of grading, and the McKinley Park Branch, twenty (20') feet of paving and thirty-three (33') feet of grading, all exclusive of slopes. The work shall be done to lines and grades established by the City and in conformity with plans and specifications prepared by the department of Public Works of Allegheny County and approved by the Commissioners of said Allegheny County and the Director of the Department of Public Works of the City of Pittsburgh, to the limits shown on said plans.

FOURTH. The improvement of said Saw Mill Run Boulevard as set forth in the first and second paragraphs under this agreement, shall be done by a contract or contracts, awarded therefor, by the County of Allegheny, after approval of the plans and specifications by the Mayor and the Director of the Department of Public Works, of the City of Pittsburgh, pursuant to the Acts of Assembly relating to same. The County shall have charge of the work and the City may,

at its own cost and expense, furnish whatever engineering and inspectional service it so desires. Any complaint which the City may have as to the manner of construction or the materials or methods used, shall be made in writing to the Director of the Department of Public Works of Allegheny County, within three (3) days, otherwise all work and materials shall be considered by the County as being done and furnished, placed or erected, satisfactory to the City.

FIFTH. The City agrees at its own cost and expense, to construct all sanitary sewers or storm water drains, including house or other connections required within the limits of this improvement, prior to or during the construction work to be done by the County under this agreement, exclusive, however of the storm water drains shown on the Boulevard plans as approved. The City also agrees to require the construction of any water lines with the necessary house or other connections, fire hydrants, gate boxes, etc., within the limits of this improvement, at the cost or expense of the City, individuals or public Utility Companies, prior to or during the construction work to be done by the County under this Agreement. All work on sanitary sewers, storm water drains and water lines, shall be done by the City or Utility Company in such a manner that no interference or delay shall be occasioned to the County's contractor on this work. The altering, resetting or reconstructing of existing catch basins or storm inlets within the limits of this improvement shall be included in the construction work to be performed by the County under the terms of this agreement.

SIXTH. The City agrees to enact any ordinance which may be necessary to locate, relocate, open or widen, establish or re-establish the grade and curb lines of said Saw Mill Run Boulevard, as shown on the plans as approved, as well as any existing streets or alleys affected by this improvement to condemn or otherwise secure all private or public property necessary for this purpose.

SEVENTH. The City agrees to assume and become liable for all damages occasioned by reason of this improvement by the opening, locating, relocating, widening, establishing or re-establishing of grades required for the aforesaid improvement of the Saw Mill Run Boulevard, as shown on the plans as approved, between the terminal points hereinbefore mentioned. The City agrees that it will assume and become liable for all damages to property, including surface and sub-surface structures, caused by said improvement of the Saw Mill Run Boulevard, including damages to person or property occasioned from any obstruction on said roadway or part thereof, not due to the negligence of the said County or its contractor or contractors. The City agrees to affect the re-construction of the bridge of the Pittsburgh Railways Company, so that no bents or supports of said bridge shall be located within or encroach upon the lines of the Saw Mill Run Boulevard,—McKinley Park Branch, and further agrees to relieve the County of any cost or expense whatsoever occasioned thereby.

EIGHTH. The City agrees to light the Boulevard and maintain the necessary lighting system. It is further agreed that after the completion of the improvement aforesaid, the City shall maintain and keep the Saw Mill Run Boulevard, including all structures incidental to the improvement, between the terminal points hereinbefore described, in good repair, and the County shall be forever afterwards relieved of any responsibility for the maintenance or repair thereof.

NINTH. The City agrees to give all notices to fully advise all parties concerned of the proposed improvement, and to require all service companies and private parties to make the necessary repairs and connections to existing utilities and to install any new utilities with their house or other connections to points outside the limits of this improvement, prior to or during the construction of the boulevard.

TENTH. In case the City installs either water or sewer lines on this highway after the signing of this agreement, the City agrees to backfill the trench or trenches in a workmanlike manner and place any concrete over the same that may be required to reinforce the sub-grade to permit the paving of the street. Where public service corporations or individuals open such trenches, the City shall require said corporations or individuals to backfill the trenches in a workmanlike manner and provide any concrete necessary to reinforce the sub-grade to permit the paving of the street; or the City may require said corporations or individuals to pay for said work, which shall be done by the City of Pittsburgh's forces. The City agrees to relieve the County of the responsibility for the failure of any part of the paving of the roadway or any structures occasioned by the subsidence of any trenches opened by the City, public service corporations or individuals, whether said trenches are opened before or after the paving of this Boulevard by a contract or contracts let by Allegheny County.

ELEVENTH. The City agrees to pay to the County the additional cost of backfilling any trenches with slag and the cost of removing and re-placing concrete slabs for pavement over said trenches, when trenches opened by either the City or others are found in such condition as to endanger the strength or stability of the work to be done by the County. In case such trenches are found, their condition shall be brought to the attention of the Director of Public Works of the City by letter, and if the condition is not corrected by the City within three days after the delivery of such letter, the County shall correct the condition and bill the City for the actual construction cost of the same.

IN WITNESS WHEREOF, The County has caused its common and corporate seal to be affixed hereto, duly attested by the Chief Clerk of the County Commissioners, and this agreement to be signed by its County Commissioners, and this agreement is signed and executed in the name of the City of Pittsburgh, by

the Mayor and the Director of the Department of Public Works, and the Seal of the City is by its proper officers hereto affixed, they being duly authorized so to do by Ordinance of said City, all done this day and year aforesaid.

ATTEST:

CITY OF PITTSBURGH

By-----

Mayor's Secretary.

Mayor

Chief Clerk

Director, Department of Public Works.

ATTEST:

COUNTY OF ALLEGHENY

By-----

Chief Clerk

County Commissioners.

Approved as to form:

Approved as to form:

County Solicitor

City Solicitor

1. SECTION 2. That any Ordinance or part of Ordinance, conflicting with the
- 2 provisions of this Ordinance, be and the same is hereby repealed so far as the
- 3 the same affects this Ordinance.

Ordained and enacted into a law in Council, this 18th day
of March, A. D. 1929.

Jas. F. Malone
President of Council.

Attest: Robt. Clark
Clerk of Council.

Mayor's Office, March 21st, 1929.

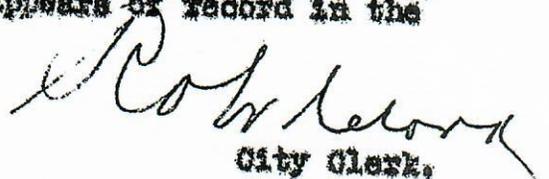
Approved: Charles H. Kline
Mayor.

Attest: F. L. Swaney
Mayor's Secretary.

Recorded in Ordinance Book, Vol. 41, page 141, 21st day
of March, 1929.

I do hereby certify that the foregoing is a true and correct copy
of Ordinance No. 157, Series 1929, as the same appears of record in the
office of the city clerk.

Pittsburgh, March 21st, 1929.


City Clerk.

MICROFILMED

DOCKETED
APPLICATION DOCKETED
JUN 17 1929
ENTRY No. 34

**RECORD
FOLDER**

THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH of PENNSYLVANIA

A Docket No. 20,890
(Year)

City of Pgh Exhibit No. "A"

Hearing Held May 29, 1929
Pittsburgh (Date)

Beatty Reporter

THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH OF PENNSYLVANIA

Application Docket No. 20890-1929.

In re: Application of the COUNTY OF ALLEGHENY for the approval of the construction of a highway crossing on the Saw Mill Run Boulevard, under the tracks and right of way of the Pittsburgh & West Virginia Railway Company, in the City of Pittsburgh, Allegheny County, Pennsylvania.

REPORT & ORDER

BY THE COMMISSION:

This matter being before the Commission upon petition of the COUNTY OF ALLEGHENY, dated April 30, 1929, for the approval of the construction of a highway crossing on the Saw Mill Run Boulevard, under the tracks and right of way of the Pittsburgh & West Virginia Railway Company, in the City of Pittsburgh, Allegheny County, Pennsylvania, in accordance with the plan and petition filed; and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, the Commission finds and determines that the approval of the construction of highway crossing, in accordance with plan and petition filed, and the issuance of a certificate of public convenience in evidence thereof, is necessary and proper for the service, accommodation, convenience and safety of the public;

NOW, to-wit, June 4, 1929, IT IS ORDERED:
That a certificate of public convenience issue evidencing the Commission's approval of the construction of highway crossing, as above determined.

THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH OF PENNSYLVANIA

Wm. B. Liney, Chairman.

ATTEST:

J. B. [Signature]
Secretary.

MICROFILMED

COMMONWEALTH'S
EXHIBIT

3

6-3-24 KD

Project: 117472 **Bridge over Route 51 Near Woodruff Street** **Manager:** Patterson, Zachary
Dist: 11 **Planning Partner/County:** SPC / Allegheny **Route/Sect:** 51/17A **Type:** Local Highway
Status: Active **Class:** Bridge Removal

| Department Approved | | Estimated | Awarded | Obligated | Actual Costs | Encumbrance History |
|--|--|-----------|------------------|------------------|------------------|---------------------|
| <input type="checkbox"/> Flex Fund <input type="checkbox"/> Flexed | | | | | | |
| Phase | Indicators | | Current TYP | Approved | Total Committed | UnAuthorized |
| PE | <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> D | Federal | 500,000 | 500,000 | 500,000 | |
| | <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> D | State | 93,750 | 93,750 | 93,750 | 0 |
| | | Local | 31,250 | 31,250 | 31,250 | |
| | | Other | 0 | 0 | 0 | |
| PE Totals | | | 625,000 | 625,000 | 625,000 | 0 |
| FD | <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> D | Federal | 240,000 | 240,000 | 240,000 | |
| | <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> D | State | 45,000 | 45,000 | 45,000 | 0 |
| | | Local | 15,000 | 15,000 | 15,000 | |
| | | Other | 0 | 0 | 0 | |
| FD Totals | | | 300,000 | 300,000 | 300,000 | 0 |
| UTL | <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> D | Federal | 0 | 0 | 0 | |
| | <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> D | State | 0 | 0 | 0 | 0 |
| | | Local | 0 | 0 | 0 | |
| | | Other | 0 | 0 | 0 | |
| UTL Totals | | | 0 | 0 | 0 | 0 |
| ROW | <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> D | Federal | 80,000 | 80,000 | 0 | |
| | <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> D | State | 15,000 | 15,000 | 0 | 0 |
| | | Local | 5,000 | 5,000 | 0 | |
| | | Other | 0 | 0 | 0 | |
| ROW Totals | | | 100,000 | 100,000 | 0 | 0 |
| CON | <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> D | Federal | 5,000,000 | 5,000,000 | 3,711,671 | |
| | <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> D | State | 0 | 0 | 0 | 0 |
| | | Local | 0 | 0 | 0 | |
| | | Other | 0 | 0 | 0 | |
| CON Totals | | | 5,000,000 | 5,000,000 | 3,711,671 | 0 |
| Grand Totals | | | 6,025,000 | 6,025,000 | 4,636,671 | 0 |
| Indicator Key: S=Spike, E=Economic Development, D=Discretionary | | | | | | |



Jason C. Zang, P.E.

Throughout my career at PennDOT I have sought opportunities to work in design, construction, and maintenance. Each experience has taught me a great deal and has allowed me to understand the bigger picture of how the organization must function as a whole. This insight helps me to make decisions based on a wide spectrum of considerations, including: diversity, safety, resilience, multimodal interests, costs, community & economic needs, seasonal challenges, staffing, environmental preservation, etc.

PROFESSIONAL EXPERIENCE:



District Executive, District 11

10/2023 - Present

- Oversees all Design, Construction, and Maintenance for PennDOT, District 11
- Ensures a \$300 million plus design and construction program is delivered yearly.
- Responsible for the safety of all State owned Roadways and Bridges in District 11.
- Responsible for the oversight and safety of over 500 locally owned bridges.
- Oversees \$135 million yearly maintenance budget and program.
- In charge of over 800 employees for PennDOT District 11
- Works with legislators, stakeholders, SPC, Central Office, etc., to ensure PennDOT's mission and vision is aligned with community priorities and needs.

Assistant District Executive, District 11

8/2018-10/2023

Construction Division

- Oversaw PennDOT, District 11's Construction Division and Program
- Ensured quality, and budget of all construction projects
- Worked through contractor disputes, and managed contractor claims for the District.

Allegheny County Maintenance Manager, Maintenance Division

9/2016 - 8/2018

- Acting Assistant District Executive, Maintenance, October 2017.
- Managed the largest County Maintenance Organization in the Commonwealth of PA with over 200 employees.
- Implemented changes in material acquisition, material delivery, and specialty crew arrangements to increase efficiency.
- Led Allegheny County through the County Transformation Process.
- Managed 3 bathtub flood events in 2 months.



Structure Control Engineer, Construction Division

2/2014 - 9/2016

- Appointed lead engineer for PennDOT during Liberty Bridge Fire Emergency.
- Involved in high profile projects such as the Parkway West rehab, Liberty Bridge, Hulton Bridge, Greenfield Bridge construction, Vanport Bridge, P3s, and Birmingham Bridge.
- Conducted various meetings such as pre-demo, pre-paint, pre-erection, pre-deck placement, and others to ensure Department expectations are clearly understood by all parties.

CONTACTS

📞 412.401.9756

✉️ jczang@yahoo.com

🌐 <https://www.linkedin.com/in/jason-zang-p-e-98173331/>

HIGHLIGHTS

Leadership:

Currently manages a staff of 106+

Communication:

Experience as ADE-C, Allegheny County Maintenance Manager, Structure Control Engineer, Turnpike Coordinator, Senior Design Project Manager, and Assistant District Bridge Engineer, developed relationships and gained effective communication skills to lead through emergencies and all critical and sensitive subject matter.

Critical Thinking :

On the spot decisions regarding the Liberty Bridge fire, strong technical foundation in structural design, construction, and inspection.

Creativity:

Works daily to improve product quality of District 11-0. Always looks to use new, innovative materials and construction methods to improve the experience of the traveling public through District 11-0.

EDUCATION

Bachelor of Science, Civil and Environmental Engineering, April 1997

University of Pittsburgh, Pittsburgh, PA - Certificate in Structures

COMMONWEALTH'S
EXHIBIT

5

6-3-24 LCD

PROFESSIONAL EXPERIENCE:

Senior Project Manager, Design Division

3/2009 - 2/2014

- Served as Acting District Bridge Engineer.
October 2013-July 2014 and September-October 2012
- Project Manager of the Liberty Bridge Rehabilitation, \$85 Million; P3 Allegheny South Bridges; Smithfield Street Bridge Preservation Project, \$10 Million.
- Served as the PennDOT-Turnpike Coordination Engineer for District 11-0.
- Served on Safety Review Committee, reviewed several projects per month.
- Oversaw the design and project delivery of over 30 bridge projects per year ranging from full bridge replacements to preservations, both in-house and consultant designed.
- Member of consultant selection teams, developed scopes of work and man-hour estimates for consultant projects, as well as negotiated, executed, and provided technical guidance throughout the design process to project letting.

Assistant District Bridge Engineer

8/2005 - 3/2009

- Replaced over 30 bridges, span lengths less than 50 feet, in 4 years. Designed, Let, and provided Construction Consultation.
- Played key role in the development of PennDOT Bridge Inspection Policies such as Rocker Bearing Inspection Procedures, and High Priority Structural Maintenance Work.
- Manager of Bridge Inspection/Operations for the Pittsburgh Area. Responsible for the safety of approximately 1750 state owned, and 500 locally owned bridges.
- Represented PennDOT on a Federal Highway "Peer Review" of Tennessee's Bridge Program in Nashville, Tennessee.
- Recipient of the PennDOT "Star of Excellence Award", 2007.

Senior Civil Engineer Supervisor, Civil Engineer

1/1999 - 8/2005

- Performed complex analysis and bridge load ratings utilizing Staad Pro and hand calculations.
- Project Manager/Designer of Annual 1.5 million dollar Bridge Maintenance Contracts.

PRE-PENNDOT

Continental Design and Management Group, Southpointe, PA, Civil/Structural Engineer

5/1998 - 12/1998

- Extensive design of steel and concrete structures, including foundations, both spread and on piles.

Hoogovens Technical Services, Pittsburgh, PA, Structural Engineer

9/1997 - 5/1998

- Performed the design of industrial buildings, platforms, silo support towers, utility support structures, and pedestrian bridges.

Mackin Engineering Company, Robinson Township, PA, Structural Engineer

5/1997 - 9/1997

- Performed bridge inspections and analysis including numerous trolley trestles for the Port Authority of Allegheny County.

PROFESSIONAL ACTIVITIES:

Engineers' Society of Western Pennsylvania (ESWP): Member

Design Build Institute of America (DBIA), Pittsburgh Chapter: Steering Committee

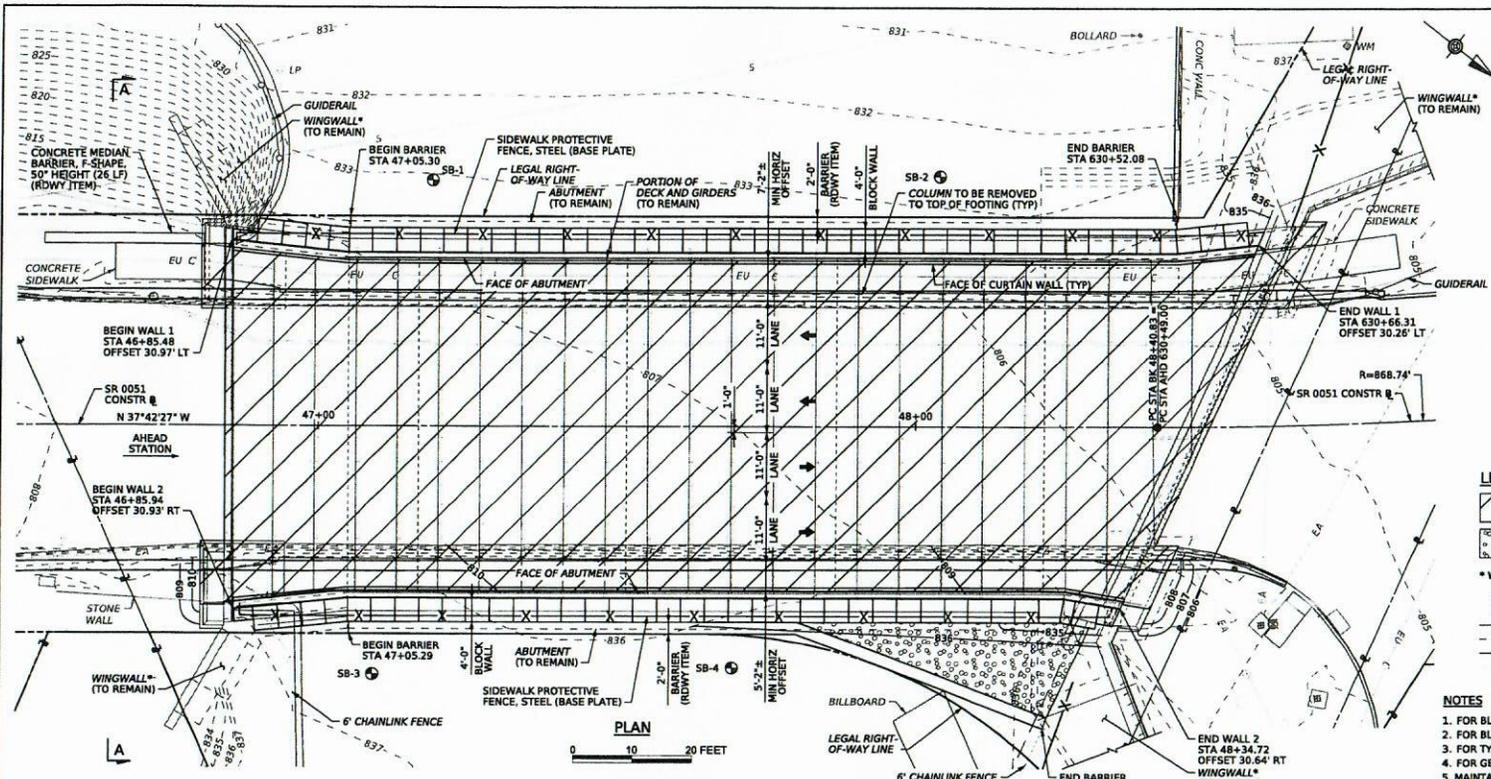
American Society of Highway Engineers (ASHE): Board Member, 6 years service

International Bridge Conference: 2007, 2018, 2023 (speaker) AACE: 2017 (speaker)

Pitt IRISE, Strategic Planning Member

National Public Radio (NPR) Here & Now: 2016 (interview)

Association of Bridge Construction and Design: Active Participant, 2010 (speaker), 2017 (speaker)



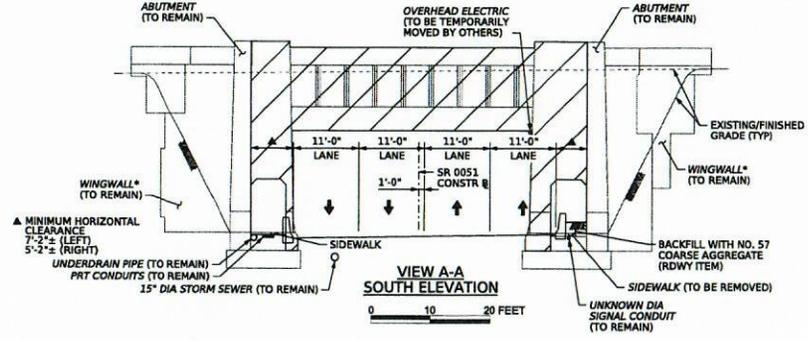
| INDEX OF DRAWINGS | |
|-------------------|--------------------------------------|
| SHEET NO. | TITLE |
| 1 | GENERAL PLAN & ELEVATION |
| 2 | GENERAL NOTES & QUANTITIES |
| 3 | TYPICAL SECTION |
| 4 | STAKE-OUT PLAN |
| 5 | BLOCK WALL 1 PLAN & ELEVATION |
| 6 | BLOCK WALL 2 PLAN & ELEVATION |
| 7 | BLOCK WALL DETAILS - 1 |
| 8 | BLOCK WALL DETAILS - 2 |
| 9 | CAST-IN-PLACE WALL - 1 |
| 10 | CAST-IN-PLACE WALL - 2 |
| 11 | REINFORCEMENT BAR SCHEDULE |
| 12 | DEMOLITION PLAN |
| 13 | DETERIORATED CONCRETE REPAIR DETAILS |
| 14 | STRUCTURE BORINGS - 1 |
| 15 | STRUCTURE BORINGS - 2 |
| 16 | STRUCTURE BORINGS - 3 |

| HORIZONTAL CURVE DATA | VERTICAL CURVE DATA |
|---------------------------------|---------------------|
| SR 0051 CONSTR | MATCH EXISTING |
| PI STA 630+13.87 | |
| $\Delta = 21^{\circ}29'30''$ LT | |
| $D = 08^{\circ}35'43''$ | |
| $T = 164.87'$ | |
| $L = 325.86'$ | |
| $R = 888.74'$ | |
| $E = 15.51'$ | |
| PC STA 630+48.00 | |
| PT STA 633+74.86 | |

- LEGEND**
- [Hatched Area] LIMITS OF REMOVAL OF EXISTING STRUCTURE
 - [Dotted Area] INDICATES LIMITS OF ROCK, CLASS R-3 (RDWY ITEM)
 - [Arrow] WINGWALL EXTENSIONS NOT SHOWN. WINGWALLS ARE NOT BEING ALTERED.
 - [Arrow] DIRECTION OF TRAFFIC
 - [Circle with S] BORING LOCATION
 - [Circle with S] EXISTING SEWER
 - [Circle with S] EXISTING AERIAL ELECTRIC
 - [Dashed Line] EXISTING CONTOUR
 - [Dashed Line] EXISTING ELECTRIC UNDERGROUND
 - [Dashed Line] PROPOSED CONTOUR
 - [Dashed Line] EXISTING DRAINAGE
 - [Dashed Line] EXISTING CONDUIT UNDERGROUND

- NOTES**
- FOR BLOCK WALL 1 PLAN AND ELEVATION, SEE SHEET 5.
 - FOR BLOCK WALL 2 PLAN AND ELEVATION, SEE SHEET 6.
 - FOR TYPICAL SECTION, SEE SHEET 3.
 - FOR GENERAL NOTES, SEE SHEET 2.
 - MAINTAIN ACCESS TO ALCOSAN MANHOLE AT STA 46+74.12, OFFSET 21.74' LT DURING CONSTRUCTION. COORDINATE WORK WITH ALCOSAN.
 - FOR LIST OF SUPPLEMENTAL DRAWINGS, SEE SHEET 2.

| AS-DRILLED BORING LOCATIONS | | |
|-----------------------------|---------|--------|
| BORING | STATION | OFFSET |
| SB-1 | 47+19 | 41' LT |
| SB-2 | 48+04 | 42' LT |
| SB-3 | 47+09 | 42' RT |
| SB-4 | 47+70 | 41' RT |



- SCOPE OF WORK**
- SEAL CRACKS AND REPAIR DETERIORATED CONCRETE AT ABUTMENTS.
 - REMOVE EXISTING BRIDGE SUPERSTRUCTURE AND PIERS DOWN TO TOP OF FOOTING.
 - INSTALL BLOCK WALL 1 INCLUDING SIDEWALK PROTECTIVE FENCE, STEEL (BASE PLATE).
 - INSTALL BLOCK WALL 2 INCLUDING SIDEWALK PROTECTIVE FENCE, STEEL (BASE PLATE).

DES: GCF DWG: GCF CKD: TJ

CITY OF PITTSBURGH APPROVAL
Eric J. Setzler
 Digitally signed by Eric J. Setzler
 Date: 2024.04.01 15:40:32 -0400
 CHIEF ENGINEER

PREPARED BY
STV
STV Incorporated
 444 LIBERTY AVENUE, SUITE 800
 PITTSBURGH, PA 15222

PROFESSIONAL ENGINEER
 DATE: 04/01/2024

| Mark | Description | By | Chk'd | Recm'd | Date |
|-----------|-------------|----|-------|--------|------|
| REVISIONS | | | | | |

BMS STR ID: 02-7301-0000-3934 MPMS/ECMS PROJ: 117472 BRKEY: 70368 (WALL 2)
 BMS STR ID: 02-7301-0000-3935 MPMS/ECMS PROJ: 117472 BRKEY: 70369 (WALL 1)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
ALLEGHENY COUNTY
SR 7301 SEC LOC

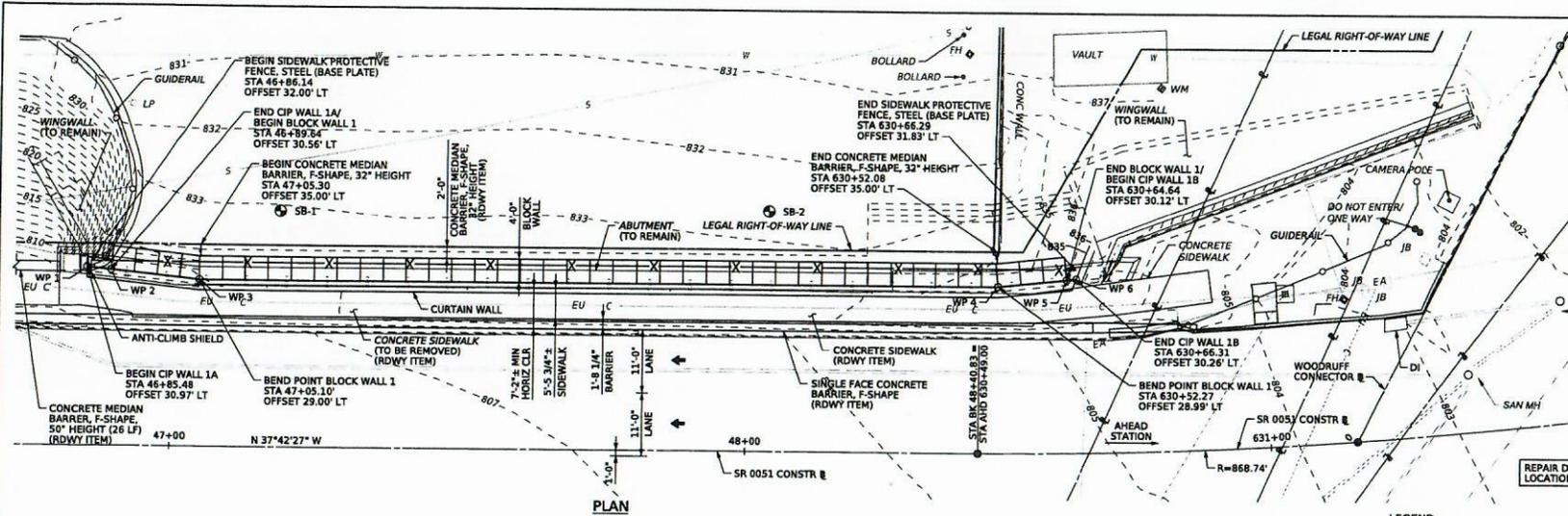
PARKING LOT BRIDGE OVER S.R. 0051
 BRIDGE DEMOLITION AND BLOCK WALL

GENERAL PLAN & ELEVATION

RECOMMENDED
 Digitally signed by Shane Szalankiewicz, P.E.
 Date: 2024.04.02 10:32:17-0400
 DISTRICT BRIDGE ENGINEER

SHEET 1 OF 16
 & SUPPLEMENTAL DRAWINGS
 L - 560

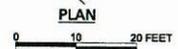
COMMONWEALTH'S EXHIBIT
7
 6-3-24 160



| EPOXY INJECTION CRACK SEAL | |
|----------------------------|-------------|
| LOCATION | LENGTH (FT) |
| ABUTMENT 1 | 66 |

NOTE: QUANTITIES SHOWN ARE APPROXIMATE AND ARE TO BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.

REPAIR DETERIORATED CONCRETE ON ABUTMENTS. LOCATIONS AND LIMITS TO BE DETERMINED IN THE FIELD.



- LEGEND**
- INDICATES APPROXIMATE LIMITS OF REPAIR DETERIORATED CONCRETE (SEE SPECIAL PROVISIONS)
 - BORING LOCATION
 - DIRECTION OF TRAFFIC
 - EXISTING SEWER
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - PROPERTY LINE
 - EXISTING DRAINAGE
 - EXISTING AERIAL ELECTRIC
 - EXISTING ELECTRIC UNDERGROUND
 - EXISTING CONDUIT UNDERGROUND
- INDICATES BLOCK TYPE. BLOCKS NOT INDICATED ARE TYPE 1. FOR BLOCK TYPE DETAILS SEE SHEET 7.

- NOTES**
- FOR GENERAL PLAN AND ELEVATION AND INDEX OF DRAWINGS, SEE SHEET 1.
 - FOR GENERAL NOTES AND LIST OF ABBREVIATIONS, SEE SHEET 2.
 - FOR TYPICAL SECTION, SEE SHEET 3.
 - FOR CAST-IN-PLACE WALL DETAILS, SEE SHEETS 9 & 10.
 - FOR BLOCK WALL DETAILS, SEE SHEETS 7 & 8 AND SPECIAL PROVISION 9000-9001.
 - CLEAR WEEP HOLES IN ABUTMENT PER SPECIAL PROVISION 9000-9003 WEEP HOLE CLEARING.
 - SEE SHEET 6 FOR ANTI-CLIMB SHIELD DETAIL.

| Mark | Description | By | Ch'd | Rec'd | Date |
|-----------|-------------|----|------|-------|------|
| REVISIONS | | | | | |

BMS STR ID: 02-7301-0000-3934 MPMS/ECMS PROJ: 117472 BRKEY: 70368 (WALL 2)
 BMS STR ID: 02-7301-0000-3935 MPMS/ECMS PROJ: 117472 BRKEY: 70369 (WALL 1)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

ALLEGHENY COUNTY
SR 7301 SEC LOC

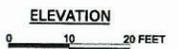
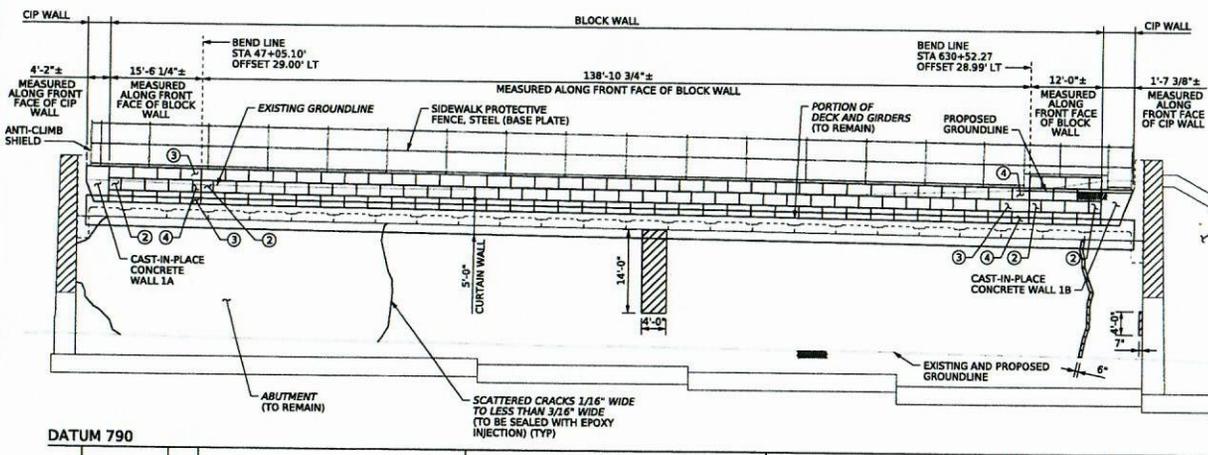
PARKING LOT BRIDGE OVER S.R. 0051
 BRIDGE DEMOLITION AND BLOCK WALL

BLOCK WALL 1 PLAN & ELEVATION

SHEET 5 OF 16



stv



DATUM 790

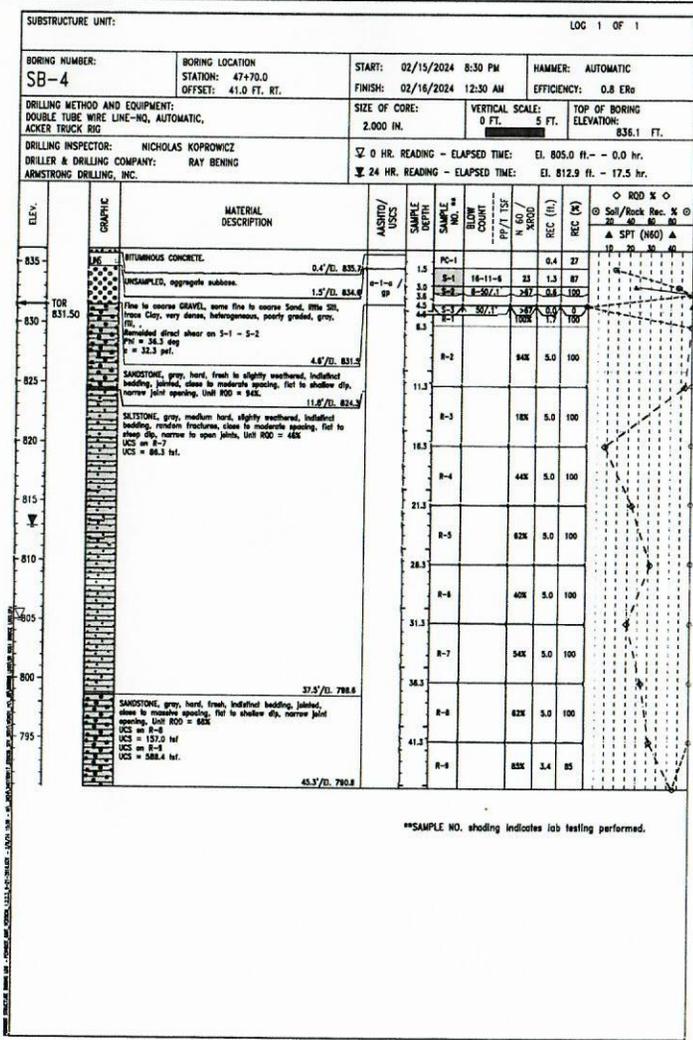
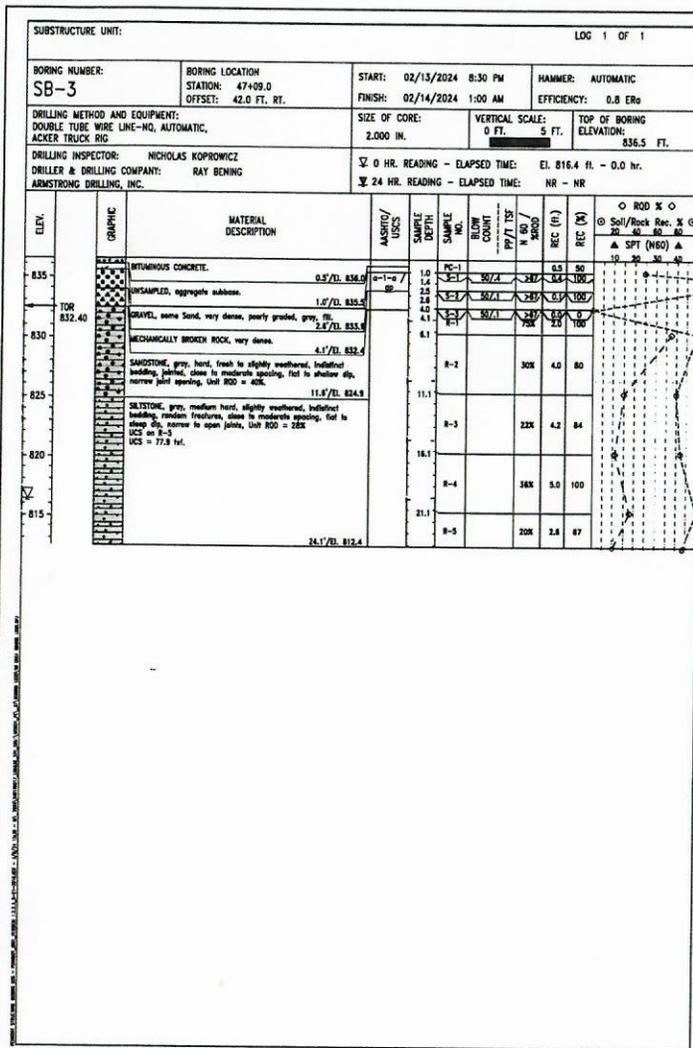
| | | | | | | | |
|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|----------------------------|----------------------------|----------------------------|
| 46+85.48 TOW EL 837.15 | 47+00.00 TOW EL 836.96 | 47+05.10 TOW EL 836.88 | 47+50.00 TOW EL 836.23 | 48+00.00 TOW EL 835.35 | 630+50.00 TOW EL 834.90 | 630+52.27 TOW EL 834.86 | 630+66.31 TOW EL 834.58 |
|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|----------------------------|----------------------------|----------------------------|

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PROJECT NO. 02-7301-0000-3934 WALL 1 PLAN & ELEVATION DATE: 05/11/17

DES: GCF DWG: GCF CKD: TJ

L - 560

3/18/2024
 N:_2024\34011001_7_500A3R_STV_SRS\WORK\PE_CADD\Microstation\SR_0001_StructureBoringSheet.dgn



**SAMPLE NO. shading indicates lab testing performed.

GENERAL NOTES

THIS SHEET IS INCLUDED FOR THE CONVENIENCE OF THE DEPARTMENT. REFER TO PUBLICATION 408 SECTION 102.05 FOR FURTHER INFORMATION.

FOR ADDITIONAL SOIL AND ROCK DESCRIPTIONS SEE PUBLICATION 222.

THE BORING LOGS AND RELATED INFORMATION DEPICT SUBSURFACE CONDITIONS ONLY AT THE SPECIFIC LOCATIONS AND DATES INDICATED. SUBSURFACE CONDITIONS MAY DIFFER FROM THE CONDITIONS REPORTED AT THE SPECIFIC LOCATIONS. ALSO, THE PASSAGE OF TIME MAY RESULT IN A CHANGE OF CONDITIONS AT THE BORING LOCATIONS.

LEGEND

PP POCKET PENETROMETER
 T TORNAVE
 NTS NOT TO SCALE
 TOR ESTIMATED TOP OF ROCK ELEVATION

THE DESCRIPTIONS OF THE MATERIALS ENCOUNTERED HAVE BEEN VERIFIED.

JT



BMS STR ID: 02-7301-0000-3934 MPMS/ECMS PROJ: 111742 BRKEY: 70368 (WALL 2)
 BMS STR ID: 02-7301-0000-3935 MPMS/ECMS PROJ: 111742 BRKEY: 70369 (WALL 1)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
ALLEGHENY COUNTY
SR 7301 SEC LOC

PARKING LOT BRIDGE OVER S.R. 0051
BRIDGE DEMOLITION AND BLOCK WALL

STRUCTURE BORINGS - 2

RECOMMENDED BY
Daniel J. Bliss Digitally signed by Daniel J. Bliss
 Date: 2024.04.04 08:01:14 -04'00'
 DISTRICT GEOTECHNICAL ENGINEER

SHEET 15 OF 16
L - 560

No. 71

AN ORDINANCE — Authorizing and directing the construction of a public sewer on Richbarn road, from points about twenty (20') feet west of the easterly property line and about one hundred seventy (170') feet south of Winters way, to the existing sewer on Brighton road; and providing that the costs, damages and expenses of the same be assessed against and collected from property specially benefited thereby.

Section 1. *Be it ordained and enacted by the City of Pittsburgh, in Council assembled, and it is hereby ordained and enacted by the authority of the same,* That a Public Sewer be constructed on Richbarn road, from points about twenty (20') feet west of the easterly property line and about one hundred seventy (170') feet south of Winters way, to the existing sewer on Brighton road.

Commencing on Richbarn road, at points about twenty (20') feet west of the easterly property line and about one hundred seventy (170') feet south of Winters way; thence westwardly and southwardly respectively along Richbarn road to the existing sewer on Brighton road. Said sewer to be terra cotta pipe and fifteen (15") inches in diameter, with nine (9") inch lateral sewers extending from the main sewer to points one (1') foot inside the curb lines.

Section 2. The Mayor and the Director of the Department of Public Works are hereby authorized and directed to advertise, in accordance with the Acts of Assembly of the Commonwealth of Pennsylvania, and the Ordinances of the said City of Pittsburgh relating thereto and regulating the same, for proposals for the construction of a public sewer as provided in Section 1 of this Ordinance. The contract or contracts therefor to be let in the manner directed by the said Acts of Assembly and Ordinances; and the contract price or contract prices not to exceed the total sum of Six Thousand (\$6,000.00) Dollars, which is the estimate of the whole cost as furnished by the Department of Public Works.

Section 3. The costs, damages and expenses of the same shall be assessed against and collected from properties specially benefited there-

by, in accordance with the provisions of the Acts of Assembly of the Commonwealth of Pennsylvania relating thereto and regulating the same.

Section 4. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed so far as the same affects this Ordinance.

Passed February 3, 1925.

Approved February 10, 1925.

Ordinance Book 36, Page 178.

No. 72

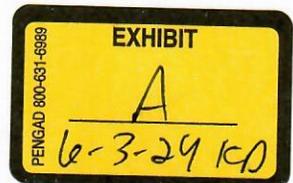
AN ORDINANCE—Authorizing and directing the Mayor and the Director of the Department of Public Works, for and in behalf of the City of Pittsburgh, to enter into a contract with the West Side Belt Railroad Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and the Pittsburgh & West Virginia Railway Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and West Virginia, for the purpose of securing certain property for public park purposes, providing for the construction of an underground crossing between Woodstock street and Vair street and providing for the payment of certain moneys to the said railroad and railway companies and fixing the terms and conditions thereof.

Section 1. *Be it ordained and enacted by the City of Pittsburgh, in Council assembled, and it is hereby ordained and enacted by the authority of the same,*

That the Mayor and the Director of the Department of Public Works of the City of Pittsburgh shall be and they are hereby authorized and directed for and in behalf of the said City to enter into a contract with the West Side Belt Railroad Company and the Pittsburgh & West Virginia Railway Company in the following form and affix thereto the corporate seal of the said City.

ARTICLES OF AGREEMENT.

Made and concluded this _____ day of _____ 1925.
by and between the City of Pittsburgh, a municipal corporation of



the County of Allegheny and the Commonwealth of Pennsylvania (hereinafter called City,) the party of the first part, and the West Side Belt Railroad Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and the Pittsburgh & West Virginia Railway Company, a corporation organized and existing under the laws of the Commonwealths of Pennsylvania and West Virginia (hereinafter called Railroad Companies), the parties of the second part.

Now This Agreement Witnesseth, That the parties hereto, for the mutual benefits accruing to each other, do covenant, stipulate and agree to and with each other as follows:

First. The said Railroad Companies agree that they will convey or procure to be conveyed to said City, by Special Warranty Deed free and clear of all incumbrances, except as hereinafter stated, the following consecutively numbered and described pieces or parcels of land, situate in the Eighteenth and Nineteenth and Twentieth Wards of the City of Pittsburgh, Allegheny County, Pennsylvania, and as shown on plans hereto attached and marked Exhibits "A" and "B".

Parcel 1. All that certain tract or parcel of land, situate in the Nineteenth Ward, being lots numbered 324, 325, 326, 327 and 328 in Walsh & Willbert's Plan of Lots, recorded in the office of the Recorder of Deeds, etc., for Allegheny County, Plan Book Vol. 4, Pages 324 and 325, separately bounded and described as follows:

Beginning on the northerly side of Grace street at the southwest-erly corner of Lot No. 323 in said plan; thence extending westward-ly along Grace street 200 feet more or less to a point in line of lands now or formerly of the estate of Maria L. Bigham; thence along the line of lands now or formerly of the estate of Maria L. Bigham N. 28° 21' E. for the distance of 141.42 feet more or less to a point on the southerly line of Rubicon street; thence along said southerly line of Rubicon street in a northeasterly direction for the distance of 102.98 feet to a point on the westerly line of Lot No. 323 in said plan; thence in a southerly direction

along the line dividing lots numbered 323 and 324 for the distance of 100 feet to the place of beginning, containing .348 acres, being the same property conveyed to the Pittsburgh, Carnegie & Western Railroad Company, the predecessor in title of the Pittsburgh & West Virginia Railway Company, in part by John T. Walsh by deed dated December 23rd, 1902 and recorded in Deed Book 1261, Page 132 and in part by James W. Patterson et ux, by deed dated March 31st, 1904, recorded in Deed Book 1307, Page 525.

Parcel 2. All that certain tract or parcel of land, situate in the Nineteenth Ward, being the westerly portion of Lot No. 1 in the aforesaid Walsh & Willbert's Plan of Lots, bounded and described as follows:

Beginning on the northerly line of Spahrgrove street on the line dividing lots Nos. 8 and 9 in the W. C. Snodgrass Subdivision Plan, recorded in the office of the Recorder of Deeds, etc., for Allegheny County, in Plan Book Vol. 18, Page 102; thence in a westerly direction along the said northerly line of Spahrgrove street for the distance of 356.7 feet to the westerly line of lot No. 16 in the said subdivision Plan; thence along said westerly line of Lot No. 16 in a northerly direction a distance of 56.5 feet to the southerly line of Grace street; thence along the said southerly line of Grace street in a northeasterly direction for the distance of 315 feet more or less to the said line dividing lots numbered 8 and 9; thence in a southerly direction along the said dividing line between lots numbered 8 and 9 in said subdivision for the distance of 109.19 feet to the northerly line of Spahrgrove street to the place of beginning, said tract including all of lots numbered 9, 10, 11, 12, 13, 14, 15 and 16 in the said Plan of subdivision, containing .625 acres being a part of the same property conveyed to the aforesaid Pittsburgh, Carnegie & Western Railroad Company by James W. Patterson et ux, by deed dated July 2nd, 1903 recorded in Deed Book 1307, Page 521.

Parcel 3. All that certain tract or parcel of land, situate in the Nineteenth Ward, being all of lot No. 4 and a portion of Lot No. 3 in the aforesaid Walsh & Wilbert's Plan of Lots, bounded and described as follows:

Beginning at a point on the southerly line of Spahrgrrove street, 37 feet distant in an easterly direction from the intersection of said southerly line of Spahrgrrove street with line of lands now or formerly of the estate of Maria L. Elgham; thence along the southerly side of said Spahrgrrove street S. 89° 1' E. for the distance of 214.66 feet to the line of lands of the City of Pittsburgh; thence along the said line of lands of the City of Pittsburgh S. 2° 26' W. for the distance of 143.46 feet to the northerly line of Vale street; thence in a westerly direction along said northerly line of Vale street N. 84° 45' W. for the distance of 13.4 feet to an angle point; thence continuing along the said northerly line of Vale street S. 68° 34' W. for the distance of 160 feet to a point; thence N. 25° 22' W. for the distance of 103 feet more or less to a point; thence N. 2° 25' 30" W. for the distance of 107.55 feet to the place of beginning, containing .80⁹ acres, being a part of the same property conveyed to the Pittsburgh, Carnegie & Western Railroad Company by James W. Patterson et ux, by deed dated March 31st, 1904, recorded in Deed Book 1307, Page 525.

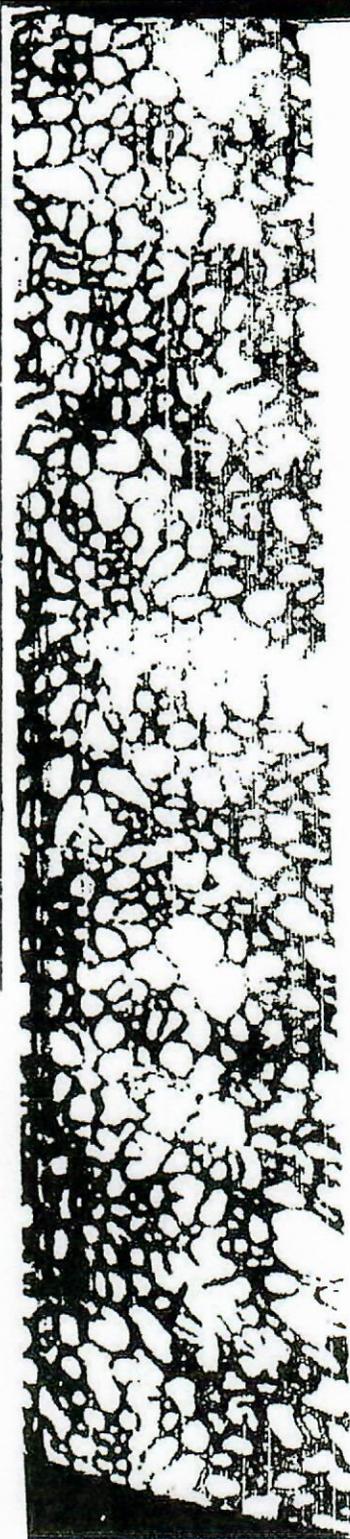
The parties of the second part reserve the right to use any portion of Parcels 1, 2 and 3 which may be necessary for the slopes of cuttings and embankments for the grading of their roadbed and the construction of additional tracks on the land adjacent to the parcels aforesaid hereby conveyed.

Parcel 4. All that certain tract or parcel of land, situate partly in the Nineteenth and Twentieth Wards.

Beginning at a point on the southerly line of Vale street at its intersection with the line parallel with and 190 feet eastwardly from the monumented center line of the West Side Belt Railroad Company; thence in an easterly

direction along said southerly line of Vale street N. 89° 43' E. for the distance of 130.06 feet to an angle point in said street; thence continuing along said street S. 86° 58' E. for the distance of 218.1 feet to an angle point in said street; thence continuing along said southerly line of said street S. 75° 7' E. for the distance of 61.9 feet to a point on the westerly line dividing properties of the Pittsburgh & West Virginia Railway Company and Walsh & Wilbert's Plan of Lots; thence along said dividing line S. 13° 8' W. for the distance of 318.5 feet to a point on the southerly line of the said Walsh & Wilbert's Plan of Lots; thence along said southerly line of said plan of lots S. 83° 36' E. for a distance of 717.4 feet to a point on the easterly line of property conveyed to the Pittsburgh, Carnegie & Western Railroad Company by James M. Spahrgrrove, by deed dated August 11th, 1902, recorded in Deed Book 1203, Page 416; thence along said easterly line of said property S. 4° 50' W. for the distance of 808.0 feet to line of lands now or formerly of Mathias Weinman Helra; thence along the line of property of the said Mathias Weinman Helra N. 49° 46' W. for the distance of 107.2 feet to a point; thence continuing along said line of property of Mathias Weinman Helra S. 15° 32' W. for a distance of 202.65 feet to a point on a line parallel with and 190 feet eastwardly from the monumented center line of the West Side Belt Railroad Company; thence by the said line parallel with and 190 feet eastwardly from the said monumented center line of the West Side Belt Railroad Company by the following courses and distances to the place of beginning:

1. By a line curving toward the west with a radius of 971.84 feet for a distance of 358.91 feet to a point of tangent.
2. Thence by tangent to said curve N. 31° 2' 30" W. for a distance of 365.40 feet to a point of curve.
3. Thence by line curving toward the west with a radius of 3064.93



feet for a distance of 362.53 feet to a point of tangent.

4. Thence by tangent to said curve N. 37° 54' 30" W. for a distance of 525.09 feet to Vale street at the place of beginning, containing 10.327 acres, being a part of the properties conveyed to the Pittsburgh, Carnegie & Western Railroad Company by Mary Ann Phillips et al. by deed dated July 24th, 1903 and recorded in Deed Book 1282, Page 400, and by James M. Spargrove et al. by deed dated August 11th, 1902 and recorded in Deed Book 1203, Page 416, and by William Plumer Spargrove by deed dated November 20th, 1902 and recorded in Deed Book 1263, Page 592.

Parcel 5. All that certain tract or parcel of land, situate partly in the Nineteenth Ward and partly in the Twentieth Ward, being all of lots Nos. 318 and 319 in the aforesaid Walsh & Wilbert's Plan of Lots, bounded and described as follows:

Beginning at Vale street at the southerly line of Lot No. 319 in said plan of lots; thence along said line of lot No. 319 N. 83° 36' W. for the distance of 186.2 feet to a point on the westerly line of said plan of lots; thence along said westerly line of said plan N. 13° 8' E. for a distance of 33.4 feet to a point on the line dividing lots Nos. 317 and 318; thence along said dividing line between said lots Nos. 317 and 318 in a northeasterly direction N. 72° 21' E. for the distance of 142.4 feet to a point on the westerly line of Vale street; thence along said westerly line of Vale street S. 18° 48' E. for the distance of 104.6 feet to the place of beginning containing .252 acres, being a part of property conveyed to the Pittsburgh, Carnegie & Western Railroad Company by James W. Patterson et ux. by deed dated July 2nd, 1903 and recorded in Deed Book 1307, Page 421.

Parcel 6. All that certain tract or parcel of land, situate in the Nineteenth Ward, bounded and described as follows:

Beginning at the point on the corner of land of Mathias Weinman Heirs; thence by line of

lands now or formerly of Mathias Weinman Heirs and James M. Spargrove N. 4° 59' E. for the distance of 300 feet to a point; thence in a southerly direction along line of properties now or late of J. C. Dick for the distance of 345.8 feet more or less to a point on line dividing properties now or late of J. C. Dick and Mathias Weinman Heirs; thence along said dividing line in a westerly direction for the distance of 150 feet to the place of beginning, containing .515 acres, being the same property conveyed to the Pittsburgh, Carnegie & Western Railroad Company by J. C. Dick et ux. by deed dated June 16th, 1903 and recorded in Deed Book 1279 Page 270.

Parcel 7. All that certain tract or parcel of land, situate in the Eighteenth Ward.

Beginning at a point on the center line of the Becks Run Branch of the Pittsburgh, Carnegie & Western Railroad Company on land now or late of M. J. Loughran; thence by said land N. 76° 28' E. 16.32 feet to the right of way of the Pittsburgh & Castle Shannon Railroad; thence along said right of way N. 9° 30' W. 13.85 feet to a point; thence by same N. 19° 45' W. 343 feet to a point; thence by same N. 24° W. 294 feet to a point; thence by same N. 36° 47' W. 22.75 feet to land late of John L. Lewis et al; thence by said land S. 57° 45' W. 79.7 feet to the aforesaid center line and continuing by the same course and adjoining the further distance of 30.05 feet to a point; thence by other land of said First parties easterly by a curve to the right with a radius of 1402.69 feet a distance of 33.99 feet to a point of tangent; thence by same land S. 27° 25' E. 615.52 feet to the aforesaid land of M. J. Loughran; thence by said land N. 76° 28' E. 30.92 feet to the aforesaid center line at the place of beginning, containing 1.395 acres, together with the land occupied by the slopes of cuttings and embankments to maintain a railroad sixty (60) feet wide at the grade thereof.

Parcel 8. All that certain tract or parcel of land, situate in the Eighteenth Ward.

Beginning at a point in the line of land of the Bon Air Land Company at the corner of land of J. L. McKee et al; thence by said land of J. L. McKee et al S. 60° 53' W. 120.78 feet to a point; thence by other land of said first parties N. 25° 57' W. 495.73 feet to line of land of John L. Lewis et al; thence by said land of John L. Lewis et al N. 57° 15' E. 154.41 feet to the aforesaid land of the Bon Air Land Company, and thence by said land of the Bon Air Land Company S. 22° 15' E. 508.40 feet to the place of beginning, containing 1,581 acres, subject, however, to the obligation (if any now exists) to relocate the old township road parallel with Charles street on said land as set forth in the deed of James P. Richardson et al to the Pittsburgh, Carnegie & Western Railroad Company, recorded in the Recorder's Office of Allegheny County in Deed Book Vol. 1255, Page 597.

Parcel 9. All that certain tract of land, situate in the Eighteenth Ward.

Beginning at a point in the center of Montooth street in the line of land of John L. Lewis et al and at the corner of land of M. J. Loughran; thence by said land of M. J. Loughran N. 22° 14' W. 365.16 feet more or less to a point on the right of way of the Pittsburgh & Castle Shannon Railroad; thence along said right of way S. 30° 54' E. 269.54 feet more or less to the center of Montooth street aforesaid; thence along the center of said street by the aforesaid land of John L. Lewis et al S. 107.12 feet more or less to the place of beginning, containing 0.167 acres.

Second. It is agreed and understood that one of the purposes of the City in securing the property above described is to provide a location for a parkway and sewer through the said park and other properties from a point on Woodstock street at or near the point where the said street crosses Saw Mill Run to a point on Warrington avenue at or near its intersection with Quay street and from a point at the intersection of

Warrington and West Liberty avenues to Edgebrook avenue at or near its intersection with Ensign street.

In the construction of said parkway and sewer the portion from a point near Woodstock street to a point near Vale street shall be in a permanent tunnel or subway under the tracks and property of the said Railroad Companies at such an elevation as not to interfere with the maintenance of the tracks of the Railroad Companies on their land. Plans of the tunnel and sewer showing the location thereof, the details of construction of the structures and their clearance under the tracks and property of the Railroad Companies, shall be furnished to and be subject to the approval of the Chief Engineer of the Railroad Companies, as to location of north portal of the parkway tunnel, elevation and strength of the structure, and also the location and method of construction of the sewer. The cost of construction, maintenance and renewal of the tunnel and sewer provided for herein shall be forever at the sole expense of the City. Any loss, damages or expense caused at any time to the Railroad Companies or to persons on the engines or cars of the said Railroad Companies or to engines and cars or other property of the said Railroad Companies by accidents to, on or within the structures to be placed under the tracks of the said Railroad Companies, provided for in this agreement caused by any negligence in the construction or maintenance of the structures built by the City and all damages arising from any accidents to cars or vehicles passing through or under said structures shall be borne and paid by the said City, which agrees to protect, indemnify and save harmless the Railroad Companies against all loss damage and expense in respect to any such claims or demands.

Third. The said City agrees to sufficiently support and maintain all tracks of the Railroad Companies that may be affected by the construction of the parkway tunnel, sewer and aforesaid subway during the time of the construction of said structure. It is understood and agreed that the Railroad Companies shall be at no expense whatever by reason of any matter arising out of the excavation, masonry construction, back fill on or around the tunnel arch or any other work or matter arising

In the course of the construction of the said tunnel or subway and sewer.

The Railroad Companies, however, agree to waive all claims for damages to lands owned or leased by them due to the construction of said sewer, tunnel and approaches on the location substantially as shown on the attached plan marked Exhibit "C," and to grant the said City or its agents or representatives the temporary right of ingress and egress and surface rights on their land for the erection and operation of a contractor's plant and equipment necessary or advantageous in the construction of the sewer, tunnel or subway, provided that the carrying on of the business of the Railroad Companies over their tracks, sidings and connections shall at no time be interfered with.

Fourth. The said City agrees to permit the said Railroad Companies to make such roadway connections between their properties and the proposed parkway, after the construction and opening of the same, as may be necessary in the opinion of said Railroad Companies for the proper development of the Railroad and its properties. The connections shall be constructed by and at the cost of the said Railroad Companies. Plans and Specifications for these proposed connections shall be submitted to and approved by the Director of the Department of Public Works and the construction of said driveways within the city property shall be under the supervision of the Department of Public Works.

Fifth. The said City agrees to pay to the said Railroad Companies, upon delivery of a Special Warranty Deed for the properties described in Section One of this agreement, upon approval of the title thereto by the City Solicitor, the sum of Thirty-two Thousand thirty-eight (\$32,038.00) Dollars in full compensation for the property acquired and rights granted in excess of the other considerations contained in this agreement. It is agreed that the properties to be conveyed to the said City and described as Parcels 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Section one hereof contain a total of 16.019 acres.

Sixth. It is understood that this contract is, insofar as it provides for the construction of the subway under the tracks of the Railroad Companies,

subject to the approval of the Public Service Commission of Pennsylvania, and the issuance of the requisite certificate of public convenience by it; and it is further agreed that the plans for the construction of said subway and sewer shall be subject, as hereinbefore provided, to the approval of the Chief Engineer of the Railroad Companies, but the same shall be subject to such modifications and conditions, not involving any expense on the part of the Railroad Companies, as may legally be prescribed by said Public Service Commission.

This contract entered into by the City pursuant to Ordinance No. approved and recorded in Ordinance Book, Vol., Page Countersigned:

City Controller

ATTEST:

Secretary.

ATTEST:

Secretary.

CITY OF PITTSBURGH,

BY.....

Mayor.

Director, Department of Public Works.

WEST SIDE BELT RAILROAD COMPANY.

Vice President.

PITTSBURGH & WEST VIRGINIA RAILWAY CO.

President.

Section 2. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance be and the same is hereby repealed, so far as the same effects this Ordinance.

Passed February 9, 1925.

Approved February 13, 1925.

Ordinance Book 36, Page 178.

No. 73

AN ORDINANCE—Authorizing the taking, using, appropriating and condemning by the City of Pitts-

Paragraph 7. Section 9, as relates specifically to Morris W. Mead, formerly a pensioner of the Firemen's Disability Fund of the City of Pittsburgh, now a pensioner of the Firemen's Pension Fund of the City of Pittsburgh, Pa., of an Ordinance entitled, "An Ordinance creating and establishing a fund for the care, maintenance and relief of aged, retired and disabled employes of the Bureau of Fire of the City of Pittsburgh, &c.," which became a law December 20, 1924, and as further amended and supplemented by Ordinance No. 4, approved January 17, 1925, shall be and the same is hereby amended to read One Hundred (\$100.00) Dollars per month instead of Seventy (\$70.00) Dollars per month.

Section 2. That any Ordinance or part of Ordinance conflicting with the provisions of this Ordinance be and the same is hereby repealed so far as the same affects this Ordinance.

Passed March 16, 1929.

Approved March 21, 1929.

Ordinance Book 41, Page 140.

No. 156

AN ORDINANCE—Authorizing and directing the Mayor, for and in behalf of the City of Pittsburgh, to execute a deed to M. F. McNulty, for a certain lot or piece of ground situate in the Twenty-first Ward, Pittsburgh, Allegheny County, Pennsylvania, upon payment by said M. F. McNulty of the purchase price of \$1750.00.

Section 1. *Be it ordained and enacted by the City of Pittsburgh, in Council assembled, and it is hereby ordained and enacted by the authority of the same, That* the Mayor shall be and he is hereby authorized and directed, for and in behalf of the City of Pittsburgh, to execute a deed to M. F. McNulty, for a certain lot or piece of ground situate in the Twenty-first Ward, Pittsburgh, Allegheny County, Pennsylvania, upon payment by said M. F. McNulty of the purchase price of \$1750.00, said lot or piece of ground being more fully described as follows, to-wit:

Beginning at a point on the Easterly line of Bidwell Street one hundred eighty-seven and sixty-eight hundredths (187.68) feet north of the Northerly line of Abdell Street; thence North 56° 49' East eighty (80) feet to a point; thence North 3° 35' 0" West seven and seventeen hundredth (7.17) feet to a point; thence in a Northwesterly direction by the arc of a circle deflecting to the left with a radius of two hundred seventy (270) feet and a central angle of 17° 30' 50" for a distance of eighty-two and fifty-three hundredth (82.53) feet to a point on the Easterly line of Bidwell Street; thence South 3° 35' 0" East for a distance of twenty-five and sixty-nine hundredths (25.69) feet to the place of beginning.

Being the same property which Thomas Robesh and Mary Robesh, his wife, by their deed dated January 16, 1928, and of record in the Recorder's Office of Allegheny County in Deed Book Volume 2340, Page 527, granted and conveyed to the City of Pittsburgh.

Section 2. That any Ordinance or part of Ordinance conflicting with the provisions of this Ordinance be and the same is hereby repealed so far as the same affects this Ordinance.

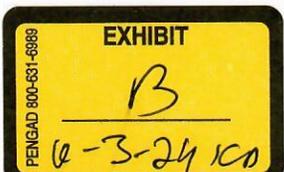
Passed March 18, 1929.

Approved March 21, 1929.

Ordinance Book 41, Page 140.

No. 157

AN ORDINANCE—Authorizing and directing the Mayor and the Director of the Department of Public Works for and in behalf of the City of Pittsburgh, to enter into an Agreement with the County of Allegheny, relating to the change of name of Library road to Saw Mill Run Boulevard, the improvement of Saw Mill Run Boulevard, from Woodruff street to Library road (State Highway Route No. 247) and Saw Mill Run Boulevard-McKinley Park Branch, from Saw Mill Run Boulevard to Hausman street, including the locating and re-locating, opening and widening, establishing and re-establishing the grades and fixing the lines of



said Saw Mill Run Boulevard and McKinley Park Branch and providing for the payment of the costs, damages and expenses thereof.

Section 1. Be it ordained and enacted by the City of Pittsburgh, in Council assembled, and it is hereby ordained and enacted by the authority of the same, That the Mayor and the Director of the Department of Public Works be and they are hereby authorized and directed to make, execute and deliver in the name of and on behalf of the City of Pittsburgh, an Agreement granting the consent of the City to the County in the following form, to-wit:

AGREEMENT

Made this day of
A. D. 1929, between the County of Allegheny, a public corporation of Pennsylvania, hereinafter called "County", party of the first part, and the City of Pittsburgh, a municipal corporation of the State of Pennsylvania, within the limits of said County, hereinafter called the "City", party of the second part.

Whereas, The Saw Mill Run Boulevard, in the City of Pittsburgh consisting of the North Branch, from Warrington Avenue to Woodruff Street, the South Branch, from West Liberty Avenue to the City of Pittsburgh--Borough of Overbrook line, and from the Borough of Overbrook and former Carrick Borough line to Library Road (State Highway Route No. 247), and the McKinley Park Branch, from the South Branch to Bausman Street, as located and opened by City Ordinances, is to be a principal thoroughfare, and

Whereas, The County Commissioners of Allegheny County deem it advisable and necessary to improve said Saw Mill Run Boulevard, in said City between the points mentioned, and are of the opinion that the County should bear a portion of the cost, and the corporate authorities of the City of Pittsburgh believe it will be greatly to the interest and advantage of said City and a great saving of expense thereto, if said improvement of said Boulevard within its corporate limits be made, and the cost and expense thereof be paid jointly by the City and the County as hereinafter specified.

Now, Therefore, This Agreement Witnesseth. That for the consideration hereinafter mentioned, the parties hereto do covenant and agree, to and with each other as follows:

First: The name "Library Road" as located and opened by ordinances of the City of Pittsburgh, shall be changed by ordinance of the City, to "Saw Mill Run Boulevard", from Woodruff Street to Library Road; and to "Saw Mill Run Boulevard--McKinley Park Branch", from Saw Mill Run Boulevard to Bausman Street.

Second: The parties hereto agree that the Saw Mill Run Boulevard, within the limits of said City, for a distance of approximately 13,548.0 feet shall be improved between the following terminal points:

Beginning at Warrington Avenue and extending to Woodruff Street comprising the North Branch, beginning at West Liberty Avenue and extending to the City of Pittsburgh--Borough of Overbrook line, and from the Borough of Overbrook and former Carrick Borough line to Library Road (State Highway Route No. 247), comprising the South Branch, and from the South Branch to Bausman Street, comprising the McKinley Park Branch. The consent of the City of Pittsburgh is hereby given to the County of Allegheny to carry out the provisions herein set forth:

Third: Said Saw Mill Run Boulevard between the terminal points, shall be improved by the County to the following widths: North and South Branches, thirty (30') feet of paving and forty-two (42') feet of grading, and the McKinley Park Branch, twenty (20') feet of paving and thirty-three (33') feet of grading, all exclusive of slopes. The work shall be done to lines and grades established by the City and in conformity with plans and specifications prepared by the Department of Public Works of Allegheny County and approved by the Commissioners of said Allegheny County and the Director of the Department of Public Works of the City of Pittsburgh, to the limits shown on said plans.

Fourth: The improvement of said Saw Mill Run Boulevard as set forth in the first and second paragraphs

under this agreement, shall be done by a contract or contracts, awarded therefor, by the County of Allegheny, after approval of the plans and specifications by the Mayor and the Director of the Department of Public Works, of the City of Pittsburgh, pursuant to the Acts of Assembly relating to same. The County shall have charge of the work and the City may, at its own cost and expense, furnish whatever engineering and inspectional service it so desires. Any complaint which the City may have as to the manner of construction or the materials or methods used, shall be made in writing to the Director of the Department of Public Works of Allegheny County, within three (3) days, otherwise all work and materials shall be considered by the County as being done and furnished, placed or erected, satisfactory to the City.

Fifth: The City agrees at its own cost and expense, to construct all sanitary sewers or storm water drains, including house or other connections required within the limits of this improvement, prior to or during the construction work to be done by the County under this agreement, exclusive, however, of the storm water drains shown on the boulevard plans as approved. The City also agrees to require the construction of any water lines with the necessary house or other connections, fire hydrants, gate boxes, etc., within the limits of this improvement, at the cost or expense of the City, individuals or public Utility Companies, prior to or during the construction work to be done by the County under this Agreement. All work on sanitary sewers, storm water drains and water lines, shall be done by the City or Utility Company in such a manner that no interference or delay shall be occasioned to the County's contractor on this work. The altering, resetting or re-constructing of existing catch basins or storm inlets within the limits of this improvement shall be included in the construction work to be performed by the County under the terms of this agreement.

Sixth: The City agrees to enact any ordinances which may be neces-

sary to locate, relocate, open or widen, establish or re-establish the grade and curb lines of said Saw Mill Run Boulevard, as shown on the plans as approved, as well as any existing streets or alleys affected by this improvement to condemn or otherwise secure all private or public property necessary for this purpose.

Seventh: The City agrees to assume and become liable for all damages occasioned by reason of this improvement by the opening, locating, relocating, widening, establishing or re-establishing of grades required for the aforesaid improvement of the Saw Mill Run Boulevard, as shown on the plans as approved, between the terminal points hereinbefore mentioned. The City agrees that it will assume and become liable for all damages to property, including surface and sub-surface structures, caused by said improvement of the Saw Mill Run Boulevard, including damages to person or property occasioned from any obstruction on said roadway or part thereof, not due to the negligence of the said County or its contractor or contractors. The City agrees to affect the re-construction of the bridge of the Pittsburgh Railways Company, so that no bents or supports of said bridge shall be located within or encroach upon the lines of the Saw Mill Run Boulevard, McKinley Park Branch, and further agrees to relieve the County of any cost or expense whatsoever occasioned thereby.

Eighth: The City agrees to light the Boulevard and maintain the necessary lighting system. It is further agreed that after the completion of the improvement aforesaid, the City shall maintain and keep the Saw Mill Run Boulevard, including all structures incidental to the improvement, between the terminal points hereinbefore described, in good repair, and the County shall be forever afterwards relieved of any responsibility for the maintenance or repair thereof.

Ninth: The City agrees to give all notices to fully advise all parties concerned of the proposed improvement, and to require all service companies and private parties to make the necessary repairs and connections

to existing utilities and to install any new utilities with their house or other connections to points outside the limits of this improvement, prior to or during the construction of the boulevard.

Tenth: In case the City installs either water or sewer lines on this highway after the signing of this agreement, the City agrees to backfill the trench or trenches in a workmanlike manner and place any concrete over the same that may be required to reinforce the sub-grade to permit the paving of the street. Where public service corporations or individuals open such trenches, the City shall require said corporations or individuals to backfill the trenches in a workmanlike manner and provide any concrete necessary to reinforce the sub-grade to permit the paving of the street; or the City may require said corporations or individuals to pay for said work, which shall be done by the City of Pittsburgh's forces. The City agrees to relieve the County of the responsibility for the failure of any part of the paving of the roadway or any structures occasioned by the subsidence of any trenches opened by the City, public service corporations or individuals, whether said trenches are opened before or after the paving of this Boulevard by a contract or contracts let by Allegheny County.

Eleventh: The City agrees to pay to the County the additional cost of backfilling any trenches with slag and the cost of removing and replacing concrete slabs for pavement over said trenches, when trenches opened by either the City or others are found in such condition as to endanger the strength or stability of the work to be done by the County. In case such trenches are found, their condition shall be brought to the attention of the Director of Public Works of the City by letter, and if the condition is not corrected by the City within three days after the delivery of such letter, the County shall correct the condition and bill the City for the actual construction cost of the same.

In Witness Whereof, The County has caused its common and corporate

seal to be affixed hereto, duly attested by the Chief Clerk of the County Commissioners, and this agreement to be signed by its County Commissioners, and this agreement is signed and executed in the name of the City of Pittsburgh, by the Mayor and the Director of the Department of Public Works, and the Seal of the City is by its proper officers hereto affixed, they being duly authorized so to do by Ordinance of said City, all done this day and year aforesaid.

ATTEST:

Mayor's Secretary

Chief Clerk

ATTEST:

Chief Clerk

CITY OF PITTSBURGH

By: _____
Mayor

Director, Department of Public Works
COUNTY OF ALLEGHENY

By: _____

County Commissioners
Approved as to form:

County Solicitor
Approved as to form:

County Solicitor

Section 2. That any Ordinance or part of Ordinance conflicting with the provisions of this Ordinance be and the same is hereby repealed so far as the same affects this Ordinance.

Passed March 18, 1929.

Approved March 21, 1929.

Ordinance Book 41, Page 141.

No. 158

AN ORDINANCE— Authorizing and directing the Mayor and the Director of the Department of Public

proved the 7th day of March, A. D. 1901, and the various supplements and amendments thereto and the ordinances of City Council in such cases made and provided, same to be chargeable to and payable from Code Account No. 1337-F-Equipment.

Section 2. That any Ordinance or part of Ordinance conflicting with the provisions of this Ordinance be and the same is hereby repealed so far as the same affects this Ordinance.

Passed April 1, 1929.

Approved April 5, 1929.

Ordinance Book 41, Page 234.

No. 246

AN ORDINANCE—Providing for the letting of a contract or contracts for the furnishing of one (1) sedan automobile and one (1) auto truck for the Bureau of Recreation, Department of Public Works and one (1) check signer for the Department of City Controller, and providing for the payment thereof.

Section 1. *Be it ordained and enacted by the City of Pittsburgh, in Council assembled, and it is hereby ordained and enacted by the authority of the same, That* the Mayor and the Director of the Department of Supplies shall be and they are hereby authorized, empowered and directed to advertise for proposals and to award a contract or contracts to the lowest responsible bidder or bidders for the furnishing of the following:

One (1) Sedan automobile at a cost not to exceed the sum of.....\$650.00

One (1) auto truck not to exceed the sum of..... 950.00

and to include in exchange one (1) Ford chassis, for the Dept. of Public Works, Bureau of Recreation.

One (1) check signer at a cost of..... 850.00 or so much of the same as may be necessary for the Dept. of City Controller.

In accordance with an Act of Assembly entitled, "An Act for the government of cities of the second class", approved the 7th day of March, A. D. 1901, and the various supplements and amendments thereto and the ordinances of City Council in such cases

made and provided, same to be chargeable to and payable from the following Code Accounts,

Code Account. 1922.....\$1600.00

Code Account. 1059..... 850.00

Section 2. That any Ordinance or part of Ordinance conflicting with the provisions of this Ordinance be and the same is hereby repealed so far as the same affects this Ordinance.

Passed April 1, 1929.

Approved April 5, 1929.

Ordinance Book 41, Page 235.

No. 247

AN ORDINANCE — Authorizing and directing the Mayor and the Director of the Department of Public Works, for and in behalf of the City of Pittsburgh, to enter into a contract with The Pittsburgh & West Virginia Railway Company, a corporation organized and existing under the laws of the Commonwealths of Pennsylvania and West Virginia, supplemental to and in amendment of a contract authorized by an Ordinance entitled, "An ordinance authorizing and directing the Mayor and the Director of the Department of Public Works, for and in behalf of the City of Pittsburgh, to enter into a contract with the West Side Belt Railroad Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and the Pittsburgh & West Virginia Railway Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and West Virginia, for the purpose of securing certain property for public park purposes, providing for the construction of an undergrade crossing between Woodstock street and Vale street, and providing for the payment of certain moneys to the said railroad and railway companies, and fixing the terms and conditions thereof," approved February 13, 1925, and recorded in Ordinance Book Volume 36 Page 184.

WHEREAS, By Ordinance entitled, "An ordinance authorizing and directing the Mayor and the Director of the Department of Public Works, for and in behalf of the City of

Pittsburgh, to enter into a contract with the West Side Belt Railroad Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and the Pittsburgh & West Virginia Railway Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and West Virginia, for the purpose of securing certain property for public park purposes, providing for the construction of an undergrade crossing between Woodstock street and Vale street, and providing for the payment of certain moneys to the said railroad and railway companies, and fixing the terms and conditions thereof," approved February 13, 1925 and recorded in Ordinance Book Volume 36 Page 184, the Mayor and the Director of the Department of Public Works, for and in behalf of the City of Pittsburgh, were authorized to enter into a contract with the West Side Belt Railroad Company and the Pittsburgh and West Virginia Railway Company, which contract was duly executed by the parties thereto; and

WHEREAS, In the second paragraph of said contract it is provided:

"In the construction of said parkway and sewer the portion from a point near Woodstock street to a point near Vale street shall lie in a permanent tunnel or subway under the tracks and property of the said railroad companies." * * * —and

WHEREAS, In the third paragraph of said contract the location of said tunnel or subway is shown in Exhibit "C," as provided therein; and

WHEREAS, The parties to the said agreement have considered that it is advisable to change the location of said tunnel or subway so that it shall be situated on a line eastward of the location as shown on said Exhibit "C", and have agreed that in the doing of the work the method as provided in the original contract by tunneling shall not be pursued, but that the work can be done by an open cut in which shall be constructed the said subway to the elevation provided for and closed in by masonry, the construction above which shall be back-filled earth to an elevation sufficient to close said cut to the line of the trackage of the said Railroad Company; and

WHEREAS, Since said contract dated December 14, 1925, was entered into, The Pittsburgh & West Virginia Railway Company has acquired and now owns all the assets and property of said West Side Belt Railroad Company; Therefore

Section 1. *Be it ordained and enacted by the City of Pittsburgh, in Council assembled, and it is hereby ordained and enacted by the authority of the same, That* the Mayor and the Director of the Department of Public Works, for and in behalf of the City of Pittsburgh, be and they are hereby authorized and directed to enter into a supplemental agreement with the aforesaid The Pittsburgh & West Virginia Railway Company in the following language:

SUPPLEMENTAL ARTICLES OF AGREEMENT

MADE AND CONCLUDED this.....

.....day of
1929 by and between the CITY OF PITTSBURGH, a municipal corporation of the County of Allegheny and Commonwealth of Pennsylvania, hereinafter called "City," party of the first part, and THE PITTSBURGH & WEST VIRGINIA RAILWAY COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and West Virginia, hereinafter called the "Railroad Company," party of the second part,

WHEREAS, Said West Side Belt Railroad Company and The Pittsburgh & West Virginia Railway Company heretofore entered into a contract dated December 14, 1925, with the City of Pittsburgh, providing inter alia for the construction of a parkway from a point near Woodstock street to a point near Vale street, in a permanent tunnel or subway under the tracks and property of said Railroad Companies, as by reference to said contract will more fully appear; and

WHEREAS, Since said contract was entered into, all of the franchises and property of said West Side Belt Railroad Company have been acquired and are now owned by said The Pittsburgh & West Virginia Railway Company;

NOW THIS AGREEMENT WITNESSETH: That the parties hereto, for the mutual benefits accruing to each other, do covenant, stipulate and agree, to and with each other, as follows:

First: That the contract between the parties hereto, dated December 14, 1925, be modified and changed in the following particulars:

(1) That the tunnel or subway provided for in the second paragraph of said agreement need not be constructed, but that the City may construct the parkway mentioned therein (the sewer having already been constructed) in an open cut, which shall be closed at the top at a proper elevation by masonry, and filled over the roof with earth to the line of the tracks of the said Railroad Company.

(2) That the location of said parkway may be moved eastwardly from the location as shown on Exhibit "C" mentioned in the third paragraph of said contract, to the position shown on Exhibit "C" revised which is identified by the signatures of the Chief Engineer of the Railway Company and the Director of the Department of Public Works of the said City, and made part hereof.

(3) All detailed plans for the construction of said subway and the method of construction, including the method of supporting the tracks and roadbed of the railroad shall be submitted to the Chief Engineer of the Railway Company and the said City of Pittsburgh shall be responsible for the support of the tracks and roadbed of the Railway Company during such construction and shall be responsible at all times thereafter for any insufficiency or failure of the subway structures erected by the City to furnish adequate support for said railroad.

Second. It is understood and agreed that the purpose of this contract is to change the location and character of the subway provided by said original contract, and that all the terms and provisions of said original contract except as expressly modified hereby, shall continue in force and effect.

Third. It is understood that this contract is, insofar as it provides for

the construction of the subway under the tracks of the Railway Company, subject to the approval of the Public Service Commission of Pennsylvania, and the issuance of the requisite certificate of public convenience by it; and it is further agreed that the plans for the construction of said subway and sewer shall be subject, as hereinbefore provided, to the approval of the Chief Engineer of the Railway Company, but the same shall be subject to such modifications and conditions, not involving any expense on the part of the Railway Company, as may legally be prescribed by said Public Service Commission.

This contract is entered into by the City pursuant to Ordinance No. approved and recorded in Ordinance Book, Volume Page

CITY OF PITTSBURGH

By
Mayor.

Attest:
Secretary
DIRECTOR, DEPARTMENT OF
PUBLIC WORKS.

Attest:
PITTSBURGH & WEST VIRGINIA
RAILWAY COMPANY

By
Attest:

Secretary
COUNTERSIGNED:

City Controller
Approved as to Form:

City Solicitor.

Section 2. That any Ordinance or part of Ordinance conflicting with the provisions of this Ordinance be and the same is hereby repealed so far as the same affects this Ordinance.

Passed April 8, 1929.

Approved April 12, 1929.

Ordinance Book 41, Page 236.

No. 248

AN ORDINANCE—Authorizing the execution of an agreement with the Pittsburgh, McKeesport and Youghiogheny Railroad Company for a

MADE THIS.....^{2nd}.....day of.....^{April}.....A.D. 1929, between the County of Allegheny, a public corporation of Pennsylvania, hereinafter called "County", party of the first part, and the City of Pittsburgh, a municipal corporation of the State of Pennsylvania, within the limits of said County, hereinafter called the "City", party of the second part.

WHEREAS--The Saw Mill Run Boulevard, in the City of Pittsburgh consisting of the North Branch, from Warrington Avenue to Woodruff Street, the South Branch, from West Liberty Avenue to the City of Pittsburgh - Borough of Overbrook line, and from the Borough of Overbrook and former Carrick Borough line to Library Road (State Highway Route No. 247), and the McKinley Park Branch, from the South Branch to Bausman Street, as located and opened by City Ordinances, is to be a principal thoroughfare, and

WHEREAS--The County Commissioners of Allegheny County deem it advisable and necessary to improve said Saw Mill Run Boulevard, in said City between the points mentioned, and are of the opinion that the County should bear a portion of the cost, and the corporate authorities of the City of Pittsburgh believe it will be greatly to the interest and advantage of said City and a great saving of expense thereto, if said improvement of said Boulevard within its corporate limits be made, and the cost and expense thereof be paid jointly by the City and the County as hereinafter specified.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That for the consideration hereinafter mentioned, the parties hereto do covenant and agree, to and with each other as follows:

FIRST. The name "Library Road" as located and opened by ordinances of the City of Pittsburgh, shall be changed by ordinance of the City, to "Saw Mill Run Boulevard", from Woodruff Street to Library Road; and to "Saw Mill Run Boulevard - McKinley Park Branch", from Saw Mill Run Boulevard to Bausman Street.

SECOND. The parties hereto agree that the Saw Mill Run Boulevard, within the limits of said City, for a distance of approximately 13,640.0 feet shall be improved between the following terminal points:

BEGINNING at Warrington Avenue and extending to Woodruff Street comprising the North Branch, beginning at West Liberty Avenue and extending to the City of Pittsburgh - Borough of Overbrook line, and from the Borough of Overbrook and former Carrick Borough line to Library Road (State Highway Route No. 247), comprising the South Branch, and from the South Branch to Bausman Street, comprising the McKinley Park Branch. The consent of the City of Pittsburgh is hereby given to the County of Allegheny to carry out the provisions herein set forth;

THIRD. Said Saw Mill Run Boulevard between the terminal points, shall be improved by the County to the following widths; North and South Branches, thirty (30') feet of paving and forty-two (42') feet of grading, and the McKinley Park Branch, twenty (20') feet of paving and thirty-three (33') feet of grading, all exclusive of slopes. The work shall be done to lines and grades established by the City and in conformity with plans and specifications prepared by the department of Public Works of Allegheny County and approved by the Commissioners of said Allegheny County and the Director of the Department of Public Works of the City of Pittsburgh, to the limits shown on said plans.

FOURTH. The improvement of said Saw Mill Run Boulevard as set forth in the first and second paragraphs under this agreement, shall be done by a contract or contracts, awarded therefor, by the County of Allegheny, after approval of the plans and specifications by the Mayor and the Director of the Department of Public Works, of the City of Pittsburgh, pursuant to the Acts of Assembly relating to same. The County shall have charge of the work and the City may, at its own cost and expense, furnish whatever engineering and inspectional service it so desires. Any complaint which the City may have as to the manner of construction or the materials or methods used, shall be made in writing to the Director of the Department of Public Works of Allegheny County, within three (3) days, otherwise all work and materials shall be considered by the County as being done and furnished, placed or erected, satisfactory to the City.

FIFTH. The City agrees at its own cost and expense, to construct all sanitary sewers or storm water drains, including house or other connections required within the limits of this improvement, prior to or during the construction work to be done by the County under



this agreement, exclusive, however of the storm water drains shown on the Boulevard plans as approved. The City also agrees to require the construction of any water lines with the necessary house or other connections, fire hydrants, gate boxes, etc., within the limits of this improvement, at the cost or expense of the City, individuals or public Utility Companies, prior to or during the construction work to be done by the County under this Agreement. All work on sanitary sewers, storm water drains and water lines, shall be done by the City or Utility Company in such a manner that no interference or delay shall be occasioned to the County's contractor on this work. The altering, resetting or reconstructing of existing catch basins or storm inlets within the limits of this improvement shall be included in the construction work to be performed by the County under the terms of this agreement.

SIXTH. The City agrees to enact any ordinance which may be necessary to locate, relocate, open or widen, establish or re-establish the grade and curb lines of said Saw Hill Run Boulevard, as shown on the plans as approved, as well as any existing streets or alleys affected by this improvement to condemn or otherwise secure all private or public property necessary for this purpose.

SEVENTH. The City agrees to assume and become liable for all damages occasioned by reason of this improvement by the opening, locating, relocating, widening, establishing or re-establishing of grades required for the aforesaid improvement of the Saw Hill Run Boulevard, as shown on the plans as approved, between the terminal points hereinbefore mentioned. The City agrees that it will assume and become liable for all damages to property, including surface and sub-surface structures, caused by said improvement of the Saw Hill Run Boulevard, including damages to person or property occasioned from any obstruction on said roadway or part thereof, not due to the negligence of the said County or its contractor or contractors. The City agrees to affect the re-construction of the bridge of the Pittsburgh Railway Company, so that no bents or supports of said bridge shall be located within or encroach upon the lines of the Saw Hill Run Boulevard - McKinley Park Branch, and further agrees to relieve the County of any cost or expense whatsoever occasioned thereby.

EIGHTH. The City agrees to light the Boulevard and maintain the necessary lighting system. It is further agreed that after the completion of the improvement aforesaid, the City shall maintain and keep the Saw Hill Run Boulevard, including all structures incidental to the improvement, between the terminal points hereinbefore described, in good repair, and the County shall be forever afterwards relieved of any responsibility for the maintenance or repair thereof.

NINTH. The City agrees to give all notices to fully advise all parties concerned of the proposed improvement, and to require all service companies and private parties to make the necessary repairs and connections to existing utilities and to install any new utilities with their house or other connections to points outside the limits of this improvement, prior to or during the construction of the boulevard.

TENTH. In case the City installs either water or sewer lines on this highway after the signing of this agreement, the City agrees to backfill the trench or trenches in a workmanlike manner and place any concrete over the same that may be required to reinforce the sub-grade to permit the paving of the street. Where public service corporations or individuals open such trenches, the City shall require said corporations or individuals to backfill the trenches in a workmanlike manner and provide any concrete necessary to reinforce the sub-grade to permit the paving of the street; or the City may require said corporations or individuals to pay for said work, which shall be done by the City of Pittsburgh's forces. The City agrees to relieve the County of the responsibility for the failure of any part of the paving of the roadway or any structures occasioned by the subsidence of any trenches opened by the City, public service corporations or individuals, whether said trenches are opened before or after the paving of this Boulevard by a contract or contracts let by Allegheny County.

ELEVENTH. The City agrees to pay to the County the additional cost of backfilling any trenches with slag and the cost of removing and replacing concrete slabs for pavement over said trenches, when trenches are opened by either the City or others are found in such condition as to endanger the strength or stability of the work to be done by the County. In case such trenches are found, their conditions shall be brought to the attention of the Director of Public Works of the City by letter, and if the condition is not corrected by the City within three days after the delivery of such letter, the County shall correct the condition and bill the City for the actual construction of the same.

IN WITNESS WHEREOF, The County has caused its common and corporate seal to be affixed hereto, duly attested by the Chief Clerk of the County Commissioners, and this agreement to be signed by its County Commissioners, and this agreement is signed and executed in the name of the City of Pittsburgh, by the Mayor and the Director of the Department of Public Works, and the Seal of the City is by its proper officers hereto affixed, they being duly authorized as to do by Ordinance of said City, all done this day and year aforesaid. Ordinance No. 157, approved March 21, 1929.

ATTEST:

F. L. Swaney
Mayor's Secretary.

Leo J. Koch
Chief Clerk.

CITY OF PITTSBURGH

By Charles H. Klue
Mayor.

Edward G. Lang
Director, Department of Public Works.

ATTEST:

[Signature]
Chief Clerk.

COUNTY OF ALLEGHENY

By [Signature]

Chas. M. Brown
County Commissioners.

Approved as to form:

W. B. [Signature]
County Solicitor.

Approved as to form:

City Solicitor.

RECORD

Application Docket No. 20890-1929

THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA

Application by

MICROFILMED

Public Service Company or Municipal Corporation

COMMISSIONERS OF ALLEGHENY COUNTY

Nature of petition

APPROVAL OF THE CONSTRUCTION OF A CROSSING BELOW
GRADE AT POINTS WHERE A PUBLIC HIGHWAY KNOWN AS SAW MILL RUN BOULEVARD
CROSSES UNDER TRACKS & RIGHT-OFWAY OF THE PITTSBURGH & WEST VIRGINIA
RAILWAY COMPANY IN CITY OF PITTSBURGH.

Date of filing petition

MAY 1, 1929

Date of Hearing

MAY 29, 1929

Remarks

MICROFILMED

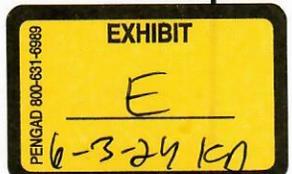
June 7

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No. of Test. and Ex. Folders

THIS FOLDER HAS BEEN MICROFILMED.
UNDER NO CIRCUMSTANCE SHOULD YOU REMOVE
ANY DOCUMENTS OR FILE ANY ADDITIONAL
DOCUMENTS IN THIS FOLDER. THIS ENTIRE
FOLDER WILL SOON BE DESTROYED. ANY
QUESTIONS CONCERNING THIS, PLEASE CALL
VINCE PUGLIESE AT 7-5608 OR LEO STAUB
AT 7-6982.



check # 8488 of John Dennis
Cont. \$ 10. do not send more.

FILE No. B
MAY 7 1929
OFFICE OF COMMISSIONER

BEFORE THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA.

IN RE:- Application of the County of Allegheny for certificate of public convenience, evidencing the Commission's approval of the construction of a highway crossing on the Saw Mill Run Boulevard, under the tracks and right-of-way of the Pittsburgh & West Virginia Railway Company, in the City of Pittsburgh, Allegheny County, Pennsylvania.

Application Docket No. 20690 1929.

MICROFILMED

PETITION.

TO THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA:

The petition of Joseph G. Armstrong, E. V. Babcock and Charles C. McGovern, respectfully represents:

FIRST: That the names and addresses of your petitioners are

Joseph G. Armstrong, Court House, Pittsburgh, Pa.
E. V. Babcock, Court House, Pittsburgh, Pa.
Charles C. McGovern, Court House, Pittsburgh, Pa.

SECOND: That the names and addresses of your petitioners' attorneys are

W. Heber Dithrich, Esq., 421 Frick Bldg., Pittsburgh, Pa.
B. B. McGinnis, Esq., 908 Park Bldg., Pittsburgh, Pa.

THIRD: That the right to construct the proposed highway crossing below grade is granted your petitioners by an Agreement Ordinance dated April 2d, 1929 between the County of Allegheny and the City of Pittsburgh.

FOURTH: That the proposed highway crossing is to be constructed of concrete slab supported on steel girders with concrete substructure ^{and} crossing below grade, the tracks and right-of-way of the Pittsburgh & West Virginia Railway Company, the south back wall being at Station 46/84 on the center line of the proposed Saw Mill Run Boulevard, and the north back wall at Station 48/46 ^{on} center line of said Boulevard, a distance of one hundred sixty-two (162) feet between said back walls. ~~When constructed, the~~ said crossing shall

RECORD
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MAY 12 1929
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have a width of seventy-two (72) feet and such additional width as may be necessary for the construction of abutments and wing walls, as shown on Plan No. 11,914, attached hereto and marked Exhibit "A". The proposed construction is on the right-of-way of the Pittsburgh & West Virginia Railway Company and the roadway clearance under the Railway bridge is eighteen feet.

FIFTH: That the public service company concerned in or affected by the proposed construction of said crossing is the Pittsburgh & West Virginia Railway Company, and the municipalities concerned in or affected by the proposed construction are the County of Allegheny and the City of Pittsburgh, in the County of Allegheny.

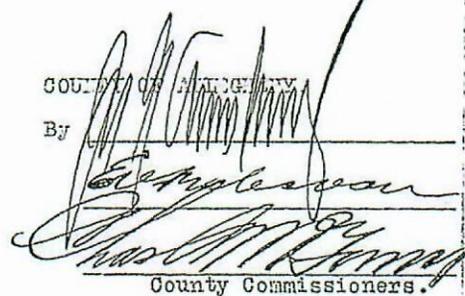
SIXTH: The estimated cost of the construction of said under grade crossing, as furnished by the Director of Public Works of Allegheny County, is the sum of Twenty Thousand (\$20,000.00) Dollars, which includes damages for property taken, injured or destroyed.

SEVENTH: The construction of said crossing is necessary and proper for the service and accommodation of the travelling public. Attached hereto is a summary of track, highway and general data of the Pittsburgh & West Virginia Railway Company, marked Exhibit "B".

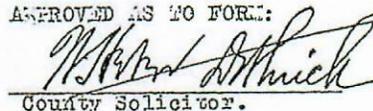
WHEREFORE, the County Commissioners pray your Honorable Commission to issue a certificate of public convenience, evidencing its approval of the location and construction of said crossing on the Saw Mill Run Boulevard under the tracks of the Pittsburgh & West Virginia Railway Company in the City of Pittsburgh, Allegheny County, Pennsylvania.

COUNTY OF ALLEGHENY

By


County Commissioners.

APPROVED AS TO FORM:


County Solicitor.

COUNTY OF ALLEGHENY,)
SS:
STATE OF PENNSYLVANIA.)

Before me, the undersigned authority, a Notary Public, duly commissioned within and for said County and State, personally appeared Joseph G. Armstrong, E. V. Babcock and Charles G. McGovern, who being duly sworn according to law, depose and say that they are the Commissioners of Allegheny County and that the facts set forth in the foregoing Petition are true and correct.

Sworn to and subscribed before me)

this 24 day of April, 1929.)

J. E. Rutley
Notary Public.

J. E. RUTLEY, Notary Public
101 COURT HOUSE
MY COMMISSION EXPIRES
FEBRUARY 10, 1931

Joseph G. Armstrong
E. V. Babcock
Charles G. McGovern

OVERSIZE
DOCUMENTS

- DATA -
FORM
THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH OF PENNSYLVANIA
(FORM PREVIOUS EDITIONS IS OBSOLETE)

TRACK DATA

Railroad Company, THE PITTSBURGH & WEST VIRGINIA RAILROAD
 Steam or Electric, STEAM
 Name of Division, WEST SIDE BRANCH, Monaca Branch Line, MONACA
 Character of Trains, FREIGHT & PASSENGER
 Number of main tracks, 2 Number of side tracks, 3
 Alignment, CURVE Approximate degree, 45
 Grade of tracks, CROSSING OVER BRIDGE
 Number of trains per day:
 Passenger, 6 Freight, 6 Switching movements, 12
 Average speed of Passenger train per hour, 16
 Freight train per hour, 16
 Distance from crossing approaching trains can be seen, (b)
 Width of Railroad Right-of-Way, REGULAR, 200
 Width of Private Right-of-Way, 70
 Topographical Conditions in vicinity of crossing: (Supplement by sketch)

Distance top rail to natural Ground Line,

HIGHWAY DATA

Nearest railroad station, KELLY Distance, 1/2 mi. Direction, WEST
 Name of road, SIX MILE RUN BOULEVARD
 State Highway, State-aid Road Township road, COLONY TWP
 Borough/tract, City street, Private road
 Relative importance, Main Highway
 Road Profile, DOWN, each side of crossing, SURFACE
 Kind of road, Surfaced or paved, PAVED Drainage, SURFACE
 Electric railway, No Number of tracks,
 Angle road with track (approximate), 22
 Grade of approaches, (a) (b)
 Width approaches, (a) 16 BETWEEN CURBS (b) 165 CLEAR HEIGHT
 Condition of approaches, GRASS CUT Cut or fill
 Condition of crossing between rails, Width crossing
 Accidents at crossing during past 3 years
 Right-of-Way of road, 22 Traveled or surfaced width, 22

GENERAL DATA

Distance to nearest public crossings, (a) (b)
 Distance trains can be seen at various points along highway:
 (Supplement by sketch)
 Crossing signs: How many, Property located
 Advance signs: How many, Location
 Flagmen, gates or bells, Kind, 7 a pe
 Remarks: RECORDED UNDER GRADE CROSSING
 Recommendations:

1.
5.
8.
4.

Application Docket No. _____
1929.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE COMMONWEALTH OF PENNSYLVANIA.

IN RE:- Application of the County of Allegheny for certificate of public convenience, evidencing the Commission's approval of the construction of a highway crossing on the Saw Mill Run Boulevard, under the tracks and right-of-way of the Pittsburgh & West Virginia Railway Company, in the City of Pittsburgh, Allegheny County, Pennsylvania.

PETITION.

W. HEBER DITTRICH,
County Solicitor,
421 Frick Bldg.

B. B. MCGINNIS,
Asst. County Solicitor,
908 Park Bldg.,
Pittsburgh, Pa.

PROOF OF PUBLICATION

Commonwealth of Pennsylvania }
County of Allegheny } ss.

Personally before me, the undersigned authority, in and for said County and Commonwealth appeared..... K. I. McKee....., who being duly sworn according to law, says that he is Bookkeeper of THE PITTSBURGH SUN-TELEGRAPH, a public newspaper published in said County, and that the notice, of which the annexed clipping from said newspaper is a copy, was printed and published for..... two (2)..... successive weeks in the regular editions and issues of said newspaper on the following dates, viz:.....

..... May 13 - 20 - A. D. 1929.....

K. I. McKee

Sworn to and subscribed before me this 20th day of May, A. D. 1929

Wm. R. Zichusky
Notary Public.

NOTICE is hereby given that application has been made to the Public Service Commission of the Commonwealth of Pennsylvania, under the provisions of the public service company law, by the County of Allegheny for a certificate of public convenience evidencing the Commission's requisite approval of the construction of a crossing below grade at points where a public highway known as Saw Mill Run boulevard crosses under the tracks and right of way of the Pittsburgh and West Virginia Railway Company in the City of Pittsburgh, Allegheny County, File No. A 20890-20.

A public hearing upon this application will be held in rooms on the seventh floor, City-County Building, Pittsburgh, Pa., on Wednesday, the 29th day of May, 1929, at 8:30 a. m. (Standard time), 9:30 a. m. (daylight saving time), when and where all persons in interest may appear and be heard, if they so desire.

JOSEPH G. ARMSTRONG,

Testimony and Exhibits

Consecutive No. _____

File No. 20890

THE PUBLIC SERVICE COMMISSION
OF THE COMMONWEALTH OF PENNSYLVANIA

MICROFILMED

Application by

Public Service Company or Municipal Corporation

Commissioners of Allegheny County
Nature of petition

MICROFILMED

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VINCE PUGLIESE AT 7-5668 OR LEO STAUB
AT 7-6982.

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8377
A 20890

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE COMMONWEALTH OF PENNSYLVANIA.

MICROFILMED

A P P L I C A T I O N)
OF)
C O M M I S S I O N E R S O F A L L E G H E N Y)
C O U N T Y .)

NO. A. 20890-1929.

** for approval of the construction of a crossing below grade at points where a public highway known as Saw Mill Run Boulevard crosses under the tracks and right-of-way of the Pittsburgh and West Virginia Railway Company in the City of Pittsburgh, Allegheny County. Initial Hearing.

TRANSCRIPT

HEARING HELD AT PITTSBURGH, PA., MAY 29, 1929.

For the Commission: Hon. Samuel Walker, Commissioner,
The Public Service Commission,
Harrisburg, Penna.

For the Commissioners of Allegheny County: B. B. McGinnis, Esq., Assistant
County Solicitor, Pittsburgh, Pa.

For the City of Pittsburgh: Charles P. Lang, Esq.,
Pittsburgh, Penna.

The Misses Beatty,
Shorthand Reporters,
862 Frick Annex Bldg.,
Pittsburgh, Penna.

2
DOCKETED
ASSOCIATION BOOKING
JUN 7 1929
INDEX NO. 3

RECORDS
FOLDER

INDEX TO WITNESSES

Jordan, James C. 2

INDEX TO EXHIBITS

Applicant's Exhibits

✓ Exhibit No. 1 -- Agreement between the County of Allegheny and the City of Pittsburgh. 2

✓ Exhibit No. 2 -- Data sheet for the Public Service Commission, in connection with the structure. 4

o Exhibit No. 3 -- Blue print of the drawing which was attached to the petition submitted to The Public Service Commission. 6

City of Pittsburgh Exhibit

✓ Exhibit "A" -- Ordinance No. 157, Bill No. 4262. 5

The Misses Beatty,
Reporters,
862 Frick Annex,
Pittsburgh, Pa.

COMMISSIONER WALKER: Have proofs of publication been filed?

MR. MCGINNIS: They were mailed on the 22nd (May)

--oOo--

JAMES C. JORDAN, called as a witness in behalf of Applicant, and duly sworn, testified as follows, in response to,-

DIRECT EXAMINATION by Mr. McGinnis:

Q Mr. Jordan, what is your occupation?

A Civil Engineer.

Q By whom are you employed?

A Department of Works, Allegheny County.

Q What is your work in that Department?

A I am engineer of bridge records in charge of the drafting room.

Q Who are the County Commissioners of Allegheny County?

A Joseph G. Armstrong, Chairman; E. V. Babcock, and Charles E. McGovern.

(Applicant's Exhibit No. 1 Marked)

Q I show you Applicant's Exhibit No. 1 and ask you what it is.

A Agreement between the County of Allegheny, of the first part, and the City of Pittsburgh, in relation to the Saw Mill Run Boulevard.

Q That is in relation to the construction thereof?

A Yes.

Q Is that the original?

A This is a photostatic copy.

MR. MCGINNIS: I have one of the originals here, and this is a photostatic copy; they have the approval of the City Solicitor, that is the only difference, and I think, with Mr. Lang's consent we could file that as an exhibit.

COMMISSIONER WALKER: Offer the original.

MR. LANG: The City of Pittsburgh desires copy of the certificate of the Commission and with that intent I would like to file at this time a duplicate original, so that when the order of the Commission issues, there will be one attached to each of the copies filed, one going to the County and one to the City.

By Mr. McGinnis:

- Q Under this contract, Exhibit No. 1, who is to do the construction of the boulevard?
- A The County of Allegheny.
- Q In the construction of this boulevard is there a bridge crossing the tracks and right-of-way of the Pittsburgh & West Virginia Railway?
- A Yes; there is a bridge or underpass crossing underneath the tracks of the Pittsburgh & West Virginia Railway Company.
- Q Can you give us a brief description of this bridge or underpass?
- A It provides another pass with a forty (40) foot clear roadway to the curb and two sidewalks eight (8) two (2) from curb to the face of the concrete sidewalls underneath the tracks, with a head room of eighteen (18) feet on the roadway. The structure

has concrete walls with steel columns located on the curb line, supporting girders across the roadway, and with a concrete slab on top of the girders and to the side walls upon which the ballast and ties of the railroad tracks are supported.

Q What is the roadway clearance?

A Eighteen feet (18') vertically.

Q Is there any other railway concern except the Pittsburgh & West Virginia on this structure?

A Not to my knowledge.

Q And what municipalities are concerned?

A The City of Pittsburgh are concerned in the construction within the city limits.

Q What is the estimated cost of the underpass?

A My recollection is it was two hundred thousand dollars.

Q Do you have any figures to substantiate that?

A I don't have the figures.

Q Is the construction of this crossing necessary for the service and accommodation of the traveling public?

A It is necessary in order to pass the roadway under these tracks.

(Applicant's Exhibit No. 2 Marked)

Q I show you Applicant's Exhibit No. 2 and ask you what it is.

A It is a data sheet for The Public Service Commission, giving the data required in track, highway and generally, in connection with this structure.

CROSS EXAMINATION by Mr. Lang:

Q Mr. Jordan, do you know about the ordinance that authorized

this agreement (handing witness paper)? Just state when this ordinance was passed.

A It was enacted the 18th day of March, 1929.

Q When was it approved by the Mayor?

A March 21, 1929.

Q Where was it recorded?

A In the Ordinance Book Vol. 41, page 141.

Q What is the number of the ordinance?

A Number one hundred and fifty-seven (157).

MR. LANG: We offer in evidence this ordinance, with the right to have it later withdrawn and a certified copy presented, being marked City of Pittsburgh Exhibit "A", being Ordinance No. 157, Bill No. 4262.

RE-DIRECT EXAMINATION by Mr. McGinnis:

Q Refreshing your recollection now, will you state what the cost of the proposed construction is?

A Two hundred thousand dollars (\$200,000.00) is the estimated cost of the structure.

MR. MCGINNIS: If your Honor please, the sixth paragraph of the petition, I would ask leave to amend to read as follows:-

"The estimated cost of the construction of the said undergrade crossing as furnished by the Director of Public Works of Allegheny County, is the sum of two hundred thousand dollars, which includes damages for property taken, injured or destroyed," to take the place of the sixth paragraph in the petition

which states that the estimated cost is twenty thousand dollars (\$20,000.00).

COMMISSIONER WALKER: We will permit the amendment.

(Applicant's Exhibit No. 3 marked)

By Mr. McGinnis:

Q I show you Applicant's Exhibit No. 3 and ask you what it is.

A Blue-print of the drawing which was attached to the petition submitted to The Public Service Commission.

Q What does it show?

A It shows the structure and the proposed roadway of the Saw Mill Run Boulevard and sidewalks as they affect the property of the Pittsburgh & West Virginia Railway.

Q What property does it show as being taken for the construction of this underpass?

A The property of the Pittsburgh & West Virginia Railway Company.

Q I believe according to the Agreement, Exhibit No. 1, the City of Pittsburgh is to furnish the right-of-way for this new boulevard?

A Yes.

Q Do you know whether there is any agreement between the Railroad Company and the City of Pittsburgh?

A There is an agreement between the City of Pittsburgh and the Railroad Company, in regard to the right-of-way.

Q Then, it will not be necessary under these proceedings to condemn any land for the purpose of this structure?

A No, sir.

Further sayeth not.

---ooOoo---

MR. MCGINNIS: We offer in evidence Applicant's
Exhibits Nos. 1, 2 and 3.

COMMISSIONER WALKER: They will be received.

---ooOoo---

Testimony Concluded.

Submitted on Record.

---ooOoo---

C E R T I F I C A T E

I hereby certify that the proceedings and evidence
in the cause first stated are fully and accurately contained
in the shorthand notes taken by me during the hearing before
The Public Service Commission of the Commonwealth of Pennsyl-
vania and that this is a correct transcript thereof.

Willard E. Arnold.

Reporter
For The Misses Beatty.

A G R E E M E N T,

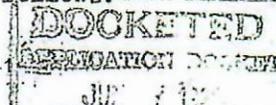
MADE this 2nd day of April, A. D. 1929,
between the County of Allegheny, a public corporation of Pennsylvania, hereinafter called "County", party of the first part, and the City of Pittsburgh, a municipal corporation of the State of Pennsylvania, within the limits of said County, hereinafter called the "City", party of the second part.

WHEREAS, The Saw Mill Run Boulevard, in the City of Pittsburgh, consisting of the North Branch, from Warrington Avenue to Woodruff Street, the South Branch, from West Liberty Avenue to the City of Pittsburgh - Borough of Overbrook line, and from the Borough of Overbrook and former Garrick Borough line to Library Road (State Highway Route No. 247), and the McKinley Park Branch, from the South Branch to Bausman Street, as located and opened by City Ordinance, is to be a principal thoroughfare; and,

WHEREAS, The County Commissioners of Allegheny County deem it advisable and necessary to improve said Saw Mill Run Boulevard, in said City between the points mentioned, and are of the opinion that the County should bear a portion of the cost, and the corporate authorities of the City of Pittsburgh believe it will be greatly to the interest and advantage of said City and a great saving of expense thereto, if said improvement of said Boulevard within its corporate limits be made, and the cost and expense thereof be paid jointly by the City and the County as hereinafter specified;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for the consideration hereinafter mentioned, the parties hereto do covenant and agree to and with each other, as follows:

Wabash 004



FIRST. The name "Library Road" as located and opened by ordinances of the City of Pittsburgh, shall be changed by ordinance of the City to "Saw Mill Run Boulevard", from Woodruff Street to Library Road; and to "Saw Mill Run Boulevard - McKinley Park Branch", from Saw Mill Run Boulevard to Bausman Street.

SECOND. The parties hereto agree that the Saw Mill Run Boulevard, within the limits of said City, for a distance of approximately 13,640.0 feet shall be improved between the following terminal points:

BEGINNING at Warrington Avenue and extending to Woodruff Street, comprising the North Branch; beginning at West Liberty Avenue and extending to the City of Pittsburgh - Borough of Overbrook line, and from the Borough of Overbrook and former Carrick Borough line to Library Road (State Highway Route No. 247), comprising the South Branch, and from the South Branch to Bausman Street, comprising the McKinley Park Branch. The consent of the City of Pittsburgh is hereby given to the County of Allegheny to carry out the provisions herein set forth.

THIRD. Said Saw Mill Run Boulevard between the terminal points shall be improved by the County to the following widths: North and South Branches, thirty (30') feet of paving and forty-two (42') feet of grading, and the McKinley Park Branch, twenty (20') feet of paving and thirty-three (33') feet of grading, all exclusive of slopes. The work shall be done to lines and grades established by the City and in conformity with plans and specifications prepared by the Department of Public Works of Allegheny County and approved by the Commissioners of said Allegheny County and the Director of the Department of Public Works of the City of Pittsburgh, to the limits shown on said plans.

FOURTH. The improvement of said Saw Mill Run Boulevard as set forth in the first and second paragraphs under this agreement, shall be done by a contract or contracts awarded therefor by the County of Allegheny after approval of the plans and specifications by the Mayor and the Director of the Department of Public Works of the City of Pittsburgh, pursuant to the Acts of Assembly relating to same. The County shall have charge of the work and the City may, at its own cost and expense, furnish whatever engineering and inspectional service it so desires. Any complaint which the City may have as to the manner of construction or the materials or methods used shall be made in writing to the Director of the Department of Public Works of Allegheny County, within three (3) days; otherwise all work and materials shall be considered by the County as being done and furnished, placed or erected, satisfactory to the City.

FIFTH. The City agrees, at its own cost and expense, to construct all sanitary sewers or storm water drains, including house or other connections required within the limits of this improvement, prior to or during the construction work to be done by the County under this agreement, exclusive, however, of the storm water drains shown on the Boulevard plans as approved. The City also agrees to require the construction of any water lines with the necessary house or other connections, fire hydrants, gate boxes, etc., within the limits of this improvement, at the cost or expense of the City, individuals or public utility companies, prior to or during the construction work to be done by the County under this agreement. All work on sanitary sewers, storm water drains and water lines, shall be done by the City or utility company in such manner that no interference or delay shall be occasioned to the County's contractor on this work. The altering, resetting or reconstructing of existing catch basins or storm inlets within the limits of this improvement shall be included in the construction work to be performed by the County under the terms of this agreement.

SIXTH. The City agrees to enact any ordinance which may be necessary to locate, relocate, open or widen, establish or re-establish the grade and curb lines of said Saw Mill Run Boulevard, as shown on the plans as approved, as well as any existing streets or alleys affected by this improvement to condemn or otherwise secure all private or public property necessary for this purpose.

SEVENTH. The City agrees to assume and become liable for all damages occasioned by reason of this improvement by the opening, locating, relocating, widening, establishing or re-establishing of grades required for the aforesaid improvement of the Saw Mill Run Boulevard, as shown on the plans as approved, between the terminal points hereinbefore mentioned. The City agrees that it will assume and become liable for all damages to property, including surface and subsurface structures, caused by said improvement of the Saw Mill Run Boulevard, including damages to person or property occasioned from any obstruction on said roadway or part thereof, not due to the negligence of the said County or its contractor or contractors. The City agrees to effect the reconstruction of the bridge of the Pittsburgh Railways Company so that no bents or supports of said bridge shall be located within or encroach upon the lines of the Saw Mill Run Boulevard - McKinley Park Branch, and further agrees to relieve the County of any cost or expense whatsoever occasioned thereby.

EIGHTH. The City agrees to light the Boulevard and maintain the necessary lighting system. It is further agreed that after the completion of the improvement aforesaid, the City shall maintain and keep the Saw Mill Run Boulevard, including all structures incidental to the improvement, between the terminal points hereinbefore described

in good repair, and the County shall be forever afterwards relieved of any responsibility for the maintenance or repair thereof.

NINTH. The City agrees to give all notices to fully advise all parties concerned of the proposed improvement, and to require all service companies and private parties to make the necessary repairs and connections to existing utilities and to install any new utilities with their house or other connections to points outside the limits of this improvement, prior to or during the construction of the Boulevard.

TENTH. In case the City installs either water or sewer lines on this highway after the signing of this agreement, the City agrees to backfill the trench or trenches in a workmanlike manner and place any concrete over the same that may be required to reinforce the sub-grade to permit the paving of the street. Where public service corporations or individuals open such trenches, the City shall require said corporations or individuals to backfill the trenches in a workmanlike manner and provide any concrete necessary to reinforce the sub-grade to permit the paving of the street; or the City may require said corporations or individuals to pay for said work, which shall be done by the City of Pittsburgh's forces. The City agrees to relieve the County of the responsibility for the failure of any part of the paving of the roadway or any structures occasioned by the subsidence of any trenches opened by the City, public service corporations or individuals, whether said trenches are opened before or after the paving of this Boulevard by a contract or contracts let by Allegheny County.

ELEVENTH. The City agrees to pay to the County the additional cost of backfilling any trenches with slag and the cost of removing and replacing concrete slabs for pavement over said trenches, when trenches opened by either the City or others are found in such condition as to endanger the strength or stability of the work to be done by the County.

In case such trenches are found their condition shall be brought to the attention of the Director of Public Works of the City by letter, and if the condition is not corrected by the City within three days after the delivery of such letter, the County shall correct the condition and bill the City for the actual construction cost of the same.

IN WITNESS WHEREOF, on the day and year first above written, the County has caused its common and corporate seal to be affixed hereto, duly attested by the Chief Clerk of the County Commissioners, and this agreement to be signed by its County Commissioners pursuant to a resolution of the County Commissioners, passed on the 2 day of April, 1929, and this agreement is signed and executed in the name of the City of Pittsburgh, by the Mayor and the Director of the Department of Public Works, and the seal of the City is by its proper officers hereto affixed, they being duly authorized so to do by Ordinance No. 157 of said City, approved the 21st day of March, 1929, recorded in Ordinance Book, Vol. 41, Page 141.

ATTEST:

J. E. Swaney
Mayor's Secretary.
Leslie Birch
Chief Clerk.

ATTEST:

W. H. Zickel
Chief Clerk.

COUNTERSIGNED: MAY 25 1929

Henry P. Wano
City Controller.

CITY OF PITTSBURGH,

By Charles A. Kleme
Mayor.

Edward G. Lang
Director, Department of Public Works.

COUNTY OF ALLEGHENY,

By James H. [Signature]
Charles M. [Signature]
County Commissioners.

EXAMINED BY:

Charles P. Lang
Special Assistant City Solicitor.

APPROVED AS TO FORM:

Charles Waldschmidt
City Solicitor.

APPROVED AS TO FORM:

W. H. [Signature]
County Solicitor.

ARTICLES OF AGREEMENT

Between

COUNTY OF ALLEGHENY

And

CITY OF PITTSBURGH.

| | |
|---|--|
| THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH of PENNSYLVANIA | |
| <i>A</i> | Docket No. <i>20,870</i> <i>1929</i> (Year) |
| <i>App.</i> | Exhibit No. <i>1</i> |
| Hearing Held | <i>May 29, 1929</i> (Date) |
| <i>Beatty</i> | Reporter |

Chas. A. Waldschmidt, Esq.,
City Solicitor.

Charles P. Lang, Esq.,
Special Ass't City Solicitor,

313 City-County Bldg.,
Pittsburgh, Pa.

INDEXED 3 L

- DATA -
FOR
THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH OF PENNSYLVANIA
(FORM P.S.C. - CROSSING No. 6, REV. 1951)

- THE DATA -

Railroad Company: THE PENNSYLVANIA RAILROAD COMPANY
 Station or Electric: STAMPA
 Name of Division: WEST VIRGINIA DIVISION
 Character of Train: MAIN LINE
 Number of main tracks: 2 Number of side tracks: 2
 Alignment: Approximate degree: 45
 Grade of track: 1.5%
 Number of main tracks: 2
 Freight: 6 Switching movements: 12
 Passenger trains per hour: 1
 Freight trains per hour: 1
 Distance from main crossing: 1/2 mile
 Width of Railroad Right-of-Way: 100 feet
 Width of Private Right-of-Way: 100 feet
 Graphical conditions in vicinity of crossing: (supplement by sketch)

Distance to nearest ground line: 1/2 mile

- HIGHWAY DATA -

Name of railroad station: KELLY Distance: 1/2 mile Direction: WEST
 Name of road: STATE ROAD
 State Highway: State-aid Road Township road (county road)
 Borough street: City street Private road
 Relative importance: Main Highway
 Road Profile 500 ft each side of crossing: 1.5%
 Kind of road: Gravel or paved Paved Drainage: SURFACE
 Electric railway: NO Number of tracks: 2
 Angle road with track (approximate): 90°
 Grade of approaches: (a) 1.5% (b) 1.5%
 Width approaches: (a) 100 ft (b) 100 ft CLEAR HEIGHT
 Condition of approaches: OPEN CUT Cut or Fill
 Condition of crossing between rails: Width crossing
 Accidents at crossing during past 5 years: 0
 Right-of-Way of road: 50' Traveled or surfaced width: 30'

- GENERAL DATA -

Distance to nearest public crossings: (a) 1/2 mile (b) 1/2 mile
 Distance trains can be seen at various points along highway: (a) 1/2 mile (b) 1/2 mile
 Crossing signs: How many: 2 Properly located
 Advance signs: How many: 2 Location: 1/2 mile
 Flagmen, gates or bells: 2 Kind: 1
 Remarks: PROPOSED UNDER-GRADE CROSSING
 Recommendations:

890

2079

THE PUBLIC SERVICE COMMISSION
 OF THE
 COMMONWEALTH of PENNSYLVANIA

A Docket No. 20,890
 1929 (Year)

App Exhibit No. 2

Hearing Held May 29, 1929
 (Date)

Burtz Reporter

DOCKETED
 REPLICATION DOCKET
 JUN 17 1929
 3

OVERSIZE
DOCUMENTS

Handwritten scribbles and numbers at the top of the page.

IN COUNCIL ASSEMBLED, and it is hereby ordered and enacted by the
authorities of the same, that the Mayor and the Director of the De-
partment of Public Works be and they are hereby authorized and di-
rected to make, execute and deliver in the name of and on behalf of
the City of Pittsburgh, an agreement providing the consent of the
City to the County in the following form, to-wit: *

SECTION 1. It is ordered and enacted by the City of Pittsburgh,
that the Mayor and the Director of the Department of Public Works
be and they are hereby authorized and directed to make, execute and
deliver in the name of and on behalf of the City of Pittsburgh,
an agreement providing the consent of the City to the County in the
following form, to-wit: *

1929
3
2-3
927

BILL NO. 4882

1917

may 29/9

Mc A.

City of Pittsburgh

RECORDED

INDEXED

1917

22802

8377

AGREEMENT

MADE THISday ofA. D. 1929,
between the County of Allegheny, a public corporation of Pennsylvania, hereinafter
called "County", party of the first part, and the City of Pittsburgh, a municipal
corporation of the State of Pennsylvania, within the limits of said County, here-
inafter called the "City", party of the second part.

WHEREAS—The Saw Mill Run Boulevard, in the City of Pittsburgh consist-
ing of the North Branch, from Warrington Avenue to Woodruff Street, the South
Branch, from West Liberty Avenue to the City of Pittsburgh—Borough of Over-
brook line, and from the Borough of Overbrook and former Carrick Borough line
to Library Road (State Highway Route No. 247), and the McKinley Park Branch,
from the South Branch to Bausman Street, as located and opened by City Ord-
nances, is to be a principal thoroughfare, and

WHEREAS—The County Commissioners of Allegheny County deem it advis-
able and necessary to improve said Saw Mill Run Boulevard, in said City between
the points mentioned, and are of the opinion that the County should bear a portion
of the cost, and the corporate authorities of the City of Pittsburgh believe it will
be greatly to the interest and advantage of said City and a great saving of ex-
pense thereto, if said improvement of said Boulevard within its corporate limits be
made, and the cost and expense thereof be paid jointly by the City and the Coun-
ty as hereinafter specified.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That for the con-
sideration hereinafter mentioned, the parties hereto do covenant and agree, to and
with each other as follows:

FIRST. The name "Library Road" as located and opened by ordinances of the
City of Pittsburgh, shall be changed by ordinance of the City, to "Saw Mill Run
Boulevard", from Woodruff Street to Library Road; and to "Saw Mill Run Boule-

vard—McKinley Park Branch", from Saw Mill Run Boulevard to Bausman Street.

SECOND. The parties hereto agree that the Saw Mill Run Boulevard, within the limits of said City, for a distance of approximately 13,640.0 feet shall be improved between the following terminal points:

BEGINNING at Warrington avenue and extending to Woodruff Street comprising the North Branch, beginning at West Liberty Avenue and extending to the City of Pittsburgh-Borough of Overbrook line, and from the Borough of Overbrook and former Carrick Borough line to Library Road (State Highway Route No. 247), comprising the South Branch, and from the South Branch to Bausman Street, comprising the McKinley Park Branch. The consent of the City of Pittsburgh is hereby given to the County of Allegheny to carry out the provisions herein set forth:

THIRD. Said Saw Mill Run Boulevard between the terminal points, shall be improved by the County to the following widths: North and South Branches, thirty (30') feet of paving and forty-two (42') feet of grading, and the McKinley Park Branch, twenty (20') feet of paving and thirty-three (33') feet of grading, all exclusive of slopes. The work shall be done to lines and grades established by the City and in conformity with plans and specifications prepared by the department of Public Works of Allegheny County and approved by the Commissioners of said Allegheny County and the Director of the Department of Public Works of the City of Pittsburgh, to the limits shown on said plans.

FOURTH. The improvement of said Saw Mill Run Boulevard as set forth in the first and second paragraphs under this agreement, shall be done by a contract or contracts, awarded therefor, by the County of Allegheny, after approval of the plans and specifications by the Mayor and the Director of the Department of Public Works, of the City of Pittsburgh, pursuant to the Acts of Assembly relating to same. The County shall have charge of the work and the City may,

at its own cost and expense, furnish whatever engineering and inspectional service it so desires. Any complaint which the City may have as to the manner of construction or the materials or methods used, shall be made in writing to the Director of the Department of Public Works of Allegheny County, within three (3) days, otherwise all work and materials shall be considered by the County as being done and furnished, placed or erected, satisfactory to the City.

FIFTH. The City agrees at its own cost and expense, to construct all sanitary sewers or storm water drains, including house or other connections required within the limits of this improvement, prior to or during the construction work to be done by the County under this agreement, exclusive, however of the storm water drains shown on the Boulevard plans as approved. The City also agrees to require the construction of any water lines with the necessary house or other connections, fire hydrants, gate boxes, etc., within the limits of this improvement, at the cost or expense of the City, individuals or public Utility Companies, prior to or during the construction work to be done by the County under this Agreement. All work on sanitary sewers, storm water drains and water lines, shall be done by the City or Utility Company in such a manner that no interference or delay shall be occasioned to the County's contractor on this work. The altering, resetting or reconstructing of existing catch basins or storm inlets within the limits of this improvement shall be included in the construction work to be performed by the County under the terms of this agreement.

SIXTH. The City agrees to enact any ordinance which may be necessary to locate, relocate, open or widen, establish or re-establish the grade and curb lines of said Saw Mill Run Boulevard, as shown on the plans as approved, as well as any existing streets or alleys affected by this improvement to condemn or otherwise secure all private or public property necessary for this purpose.

SEVENTH. The City agrees to assume and become liable for all damages occasioned by reason of this improvement by the opening, locating, relocating, widening, establishing or re-establishing of grades required for the aforesaid improvement of the Saw Mill Run Boulevard, as shown on the plans as approved, between the terminal points hereinbefore mentioned. The City agrees that it will assume and become liable for all damages to property, including surface and sub-surface structures, caused by said improvement of the Saw Mill Run Boulevard, including damages to person or property occasioned from any obstruction on said roadway or part thereof, not due to the negligence of the said County or its contractor or contractors. The City agrees to affect the re-construction of the bridge of the Pittsburgh Railways Company, so that no bents or supports of said bridge shall be located within or encroach upon the lines of the Saw Mill Run Boulevard,—McKinley Park Branch, and further agrees to relieve the County of any cost or expense whatsoever occasioned thereby.

EIGHTH. The City agrees to light the Boulevard and maintain the necessary lighting system. It is further agreed that after the completion of the improvement aforesaid, the City shall maintain and keep the Saw Mill Run Boulevard, including all structures incidental to the improvement, between the terminal points hereinbefore described, in good repair, and the County shall be forever afterwards relieved of any responsibility for the maintenance or repair thereof.

NINTH. The City agrees to give all notices to fully advise all parties concerned of the proposed improvement, and to require all service companies and private parties to make the necessary repairs and connections to existing utilities and to install any new utilities with their house or other connections to points outside the limits of this improvement, prior to or during the construction of the boulevard.

TENTH. In case the City installs either water or sewer lines on this highway after the signing of this agreement, the City agrees to backfill the trench or trenches in a workmanlike manner and place any concrete over the same that may be required to reinforce the sub-grade to permit the paving of the street. Where public service corporations or individuals open such trenches, the City shall require said corporations or individuals to backfill the trenches in a workmanlike manner and provide any concrete necessary to reinforce the sub-grade to permit the paving of the street; or the City may require said corporations or individuals to pay for said work, which shall be done by the City of Pittsburgh's forces. The City agrees to relieve the County of the responsibility for the failure of any part of the paving of the roadway or any structures occasioned by the subsidence of any trenches opened by the City, public service corporations or individuals, whether said trenches are opened before or after the paving of this Boulevard by a contract or contracts let by Allegheny County.

ELEVENTH. The City agrees to pay to the County the additional cost of backfilling any trenches with slag and the cost of removing and re-placing concrete slabs for pavement over said trenches, when trenches opened by either the City or others are found in such condition as to endanger the strength or stability of the work to be done by the County. In case such trenches are found, their condition shall be brought to the attention of the Director of Public Works of the City by letter, and if the condition is not corrected by the City within three days after the delivery of such letter, the County shall correct the condition and bill the City for the actual construction cost of the same.

IN WITNESS WHEREOF, The County has caused its common and corporate seal to be affixed hereto, duly attested by the Chief Clerk of the County Commissioners, and this agreement to be signed by its County Commissioners, and this agreement is signed and executed in the name of the City of Pittsburgh, by

the Mayor and the Director of the Department of Public Works, and the Seal of the City is by its proper officers hereto affixed, they being duly authorized so to do by Ordinance of said City, all done this day and year aforesaid.

ATTEST:

CITY OF PITTSBURGH

.....

By.....

Mayor's Secretary.

Mayor

.....

.....

Chief Clerk

Director, Department of Public Works.

ATTEST:

COUNTY OF ALLEGHENY

.....

By.....

Chief Clerk

.....

.....

County Commissioners.

Approved as to form:

.....

.....

Approved as to form:

County Solicitor

City Solicitor

1. SECTION 2. That any Ordinance or part of Ordinance, conflicting with the
- 2 provisions of this Ordinance, be and the same is hereby repealed so far as the
- 3 the same affects this Ordinance.

Ordained and enacted into a law in Council, this 18th day
of March, A. D. 1929.

Jas. F. Malone
President of Council.

Attest: Robt. Clark
Clerk of Council.

Mayor's Office, March 21st, 1929.
Approved: Charles H. Kline
Mayor.

Attest: F. L. Swaney
Mayor's Secretary.

Recorded in Ordinance Book, Vol. 41, page 141, 21st day
of March, 1929.

Pittsburgh, March 21st, 1929.
I do hereby certify that the foregoing is a true and correct copy
of Ordinance No. 157, Series 1929, as the same appears of record in the
office of the city clerk.

Robt. Clark
City Clerk.

MICROFILMED

DOCKETED
APPLICATION BOOK
JUN 17 1929
ENTRY No. 34

RECORD
FOLDER

THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH of PENNSYLVANIA

A Docket No. 20,870
(Year)

City of Pgh Exhibit No. "A"

Hearing Held May 29, 1929
Pittsburgh (Date)

Beatty Reporter

THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH OF PENNSYLVANIA

Application Docket No. 20890-1929.

In re: Application of the COUNTY OF ALLEGHENY for the approval of the construction of a highway crossing on the Saw Mill Run Boulevard, under the tracks and right of way of the Pittsburgh & West Virginia Railway Company, in the City of Pittsburgh, Allegheny County, Pennsylvania.

REPORT & ORDER

BY THE COMMISSION:

This matter being before the Commission upon petition of the COUNTY OF ALLEGHENY, dated April 30, 1929, for the approval of the construction of a highway crossing on the Saw Mill Run Boulevard, under the tracks and right of way of the Pittsburgh & West Virginia Railway Company, in the City of Pittsburgh, Allegheny County, Pennsylvania, in accordance with the plan and petition filed; and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, the Commission finds and determines that the approval of the construction of highway crossing, in accordance with plan and petition filed, and the issuance of a certificate of public convenience in evidence thereof, is necessary and proper for the service, accommodation, convenience and safety of the public;

NOW, to-wit, June 4, 1929, IT IS ORDERED:
That a certificate of public convenience issue evidencing the Commission's approval of the construction of highway crossing, as above determined.

THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH OF PENNSYLVANIA

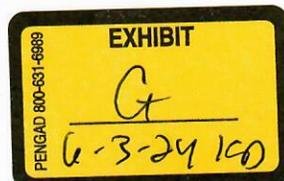
Wm. B. Ainey, Chairman.

ATTEST:

J. S. [Signature]
Secretary.

MICROFILMED

Wabash 0061



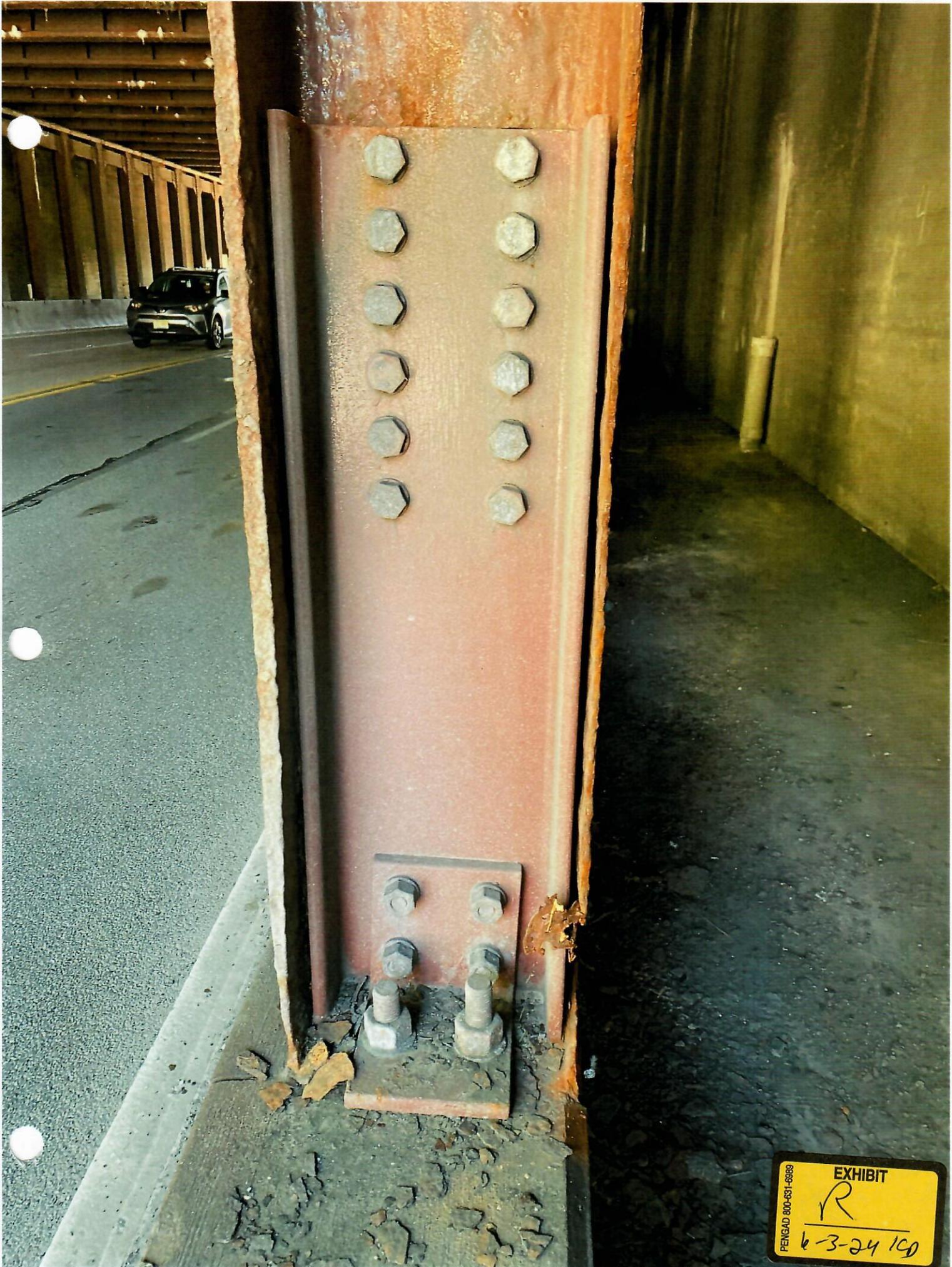


EXHIBIT
R
6-3-24 100
PENCAD 800-831-6868







January 23, 2024

Wabash Properties
2020 West Liberty Avenue
Pittsburgh, PA 15226

Attention: Mr. David Rohrich

Reference: Wabash Tunnels
Repair and/or Preservation
Review of Tabulated Quantities & Pricing

Dear Mr. Rohrich:

Mosites Construction is pleased to present our review of conceptual documents and budget pricing for the above referenced project. Our cost, comments, and understanding is based on the documents as referenced and field visits. Please note that these documents are incomplete compared to what would be considered bid documents. The quantities provided appear incorrect in some cases. Where we could, these quantities were changed, and new work items have been added. All things considered, this document is an estimate of a not completely documented package of information on the repair and/or preservation of this structure. Itemized below is our opinion of probable costs and schedule:

I. Documents:

- Original drawings – 5 sheets dated March 1929.
- Wabash Preservation Plans – 12 sheets dated 6/16/23.
- Wabash Repair Plans – 12 sheets dated 6/16/23.
- Repair and Preservation – Engineer’s estimate dated 6/16/23.

II. Lump Sum Cost:

- Preservation Cost (see attached breakdown).....\$1,777,777
- Repair Cost (see attached breakdown).....\$1,107,777

III. Schedule (upon complete documents):

- Bidding.....4 Weeks
- Award4 Weeks
- Materials Planning.....6 Weeks
- Preservation8 Months
- Repair6 Months

* Durations would be impacted by winter depending on start date.





If you have any questions or need any additional pricing, please do not hesitate to call.

Very truly yours,

MOSITES CONSTRUCTION COMPANY

A handwritten signature in black ink that reads 'Mark Edgar'.

Mark Edgar, Vice-President, Building Division



WABASH BRIDGE NO. 2 PRESERVATION - MOSITES CONSTRUCTION PRELIMINARY PRICING

| CLIENT ITEM NO. | DESCRIPTION | UNITS | BID QUANTITY | UNIT PRICE | TOTAL |
|-----------------|--|-------|--------------|----------------|-----------------------|
| 0203-0004 | CLASS 1B EXCAVATION | CY | 25 | \$160.00 | \$4,000.00 |
| 0313-0426 | SUPERPAVE ASPHALT MIXTURE DESIGN, BASE COURSE, PG 64S-22, 0.3 TO < 3 MILLION ESALS, 25.0 MM MIX, 6" DEPTH | SY | 30 | \$150.00 | \$4,500.00 |
| 0350-0204 | SUBBASE 6" DEPTH (NO. OGS) | SY | 130 | \$40.00 | \$5,200.00 |
| 0413-0383 | SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64E-22, 0.3 TO < 3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH. SRL-H | SY | 188 | \$49.00 | \$9,212.00 |
| 0413-6042 | SUPERPAVE ASPHALT MIXTURE DESIGN, BINDER COURSE, PG 64S-22, 0.3 TO < 3 MILLION ESALS, 25.0 MM MIX, 4" DEPTH | SY | 162 | \$66.00 | \$10,692.00 |
| 0460-0003 | ASPHALT TACK COAT (NTT/CNTT) | SY | 348 | \$2.00 | \$696.00 |
| 0491-0019 | MILLING OF ASPHALT PAVEMENT SURFACE, VARIABLE DEPTH, MILLED MATERIAL RETAINED BY CONTRACTOR | SY | 88 | \$86.00 | \$7,568.00 |
| 0501-0024 | PLAIN CEMENT CONCRETE PAVEMENT, 6" DEPTH | SY | 30 | \$330.00 | \$9,900.00 |
| 0608-0001 | MOBILIZATION | LS | 1 | \$100,000.00 | \$100,000.00 |
| 0609-0004 | INSPECTOR'S FIELD OFFICE AND INSPECTION FACILITIES, TYPE C | LS | 1 | \$14,000.00 | \$14,000.00 |
| 0609-0009 | EQUIPMENT PACKAGE | LS | 1 | \$600.00 | \$600.00 |
| 0689-0003 | CPM SCHEDULE | LS | 1 | \$1.00 | \$1.00 |
| 0811-0003 | TEMPORARY PROTECTIVE FENCE | LF | 20 | \$8.00 | \$160.00 |
| 0804-0001 | SEEDING AND SOIL SUPPLEMENTS - FORMULA B, INCLUDING MULCH | LB | 1 | \$120.00 | \$120.00 |
| 0804-004 | SEEDING - FORMULA E, INCLUDING MULCH | LB | 1 | \$120.00 | \$120.00 |
| 0901-0001 | MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION | LS | 1 | \$16,000.00 | \$16,000.00 |
| 0901-0100 | SHADOW VEHICLE | DAY | 84 | \$210.00 | \$17,640.00 |
| 0901-0203 | ARROW PANEL | EA | 2 | \$1,100.00 | \$2,200.00 |
| 0901-0231 | ADDITIONAL WARNING LIGHTS, TYPE B | DAY | 84 | \$1.00 | \$84.00 |
| 0901-0232 | ADDITIONAL WARNING LIGHTS, TYPE C | DAY | 63 | \$1.00 | \$63.00 |
| 0901-0240 | ADDITIONAL TRAFFIC CONTROL SIGNS | SF | 150 | \$9.00 | \$1,350.00 |
| 0901-0320 | 4" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, YELLOW | LF | 930 | \$2.50 | \$2,325.00 |
| 0901-0330 | 4" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, WHITE | LF | 770 | \$2.50 | \$1,925.00 |
| 0901-0450 | 3-LINE CHANGEABLE MESSAGE SIGN WITH TELECOMMUNICATIONS | EA | 2 | \$3,000.00 | \$6,000.00 |
| 0937-0211 | BARRIER MOUNTED DELINEATOR, TOP-MOUNT TYPE S, (W/B) | EA | 3 | \$12.00 | \$36.00 |
| 0958-0081 | TEMPORARY TRAFFIC CONTROL SIGNALS, TRAILER-MOUNTED PORTABLE DEVICE (ONE OVERHEAD SIGNAL, 1 VERTICAL POLE SIGNAL) | EA | 1 | \$12,000.00 | \$12,000.00 |
| 0958-0281 | CONTROLLER | EA | 10 | \$1,800.00 | \$18,000.00 |
| 0958-0301 | TEMPORARY MODIFICATIONS TO EXISTING PERMANENT TRAFFIC SIGNAL, (1 APPROACH) | EA | 2 | \$9,000.00 | \$18,000.00 |
| 4627-3020 | TEMPORARY BARRIER, TEST LEVEL 3, BARRIER DEFLECTION DISTANCE <= 2' MODIFIED | LF | 270 | \$93.00 | \$25,110.00 |
| 4628-3020 | RESET TEMPORARY BARRIER, TEST LEVEL 3, BARRIER DEFLECTION DISTANCE <= 2' MODIFIED | LF | 270 | \$33.00 | \$8,910.00 |
| 4962-1000 | 4' WHITE WATERBORNE PAVEMENT MARKINGS MODIFIED | LF | 85 | \$30.00 | \$2,550.00 |
| 9000-0001 | WABASH BRIDGE NO. 2 PRESERVATION | LS | 1 | \$1,469,815.00 | \$1,469,815.00 |
| 9000-0002 | COMPOST FILTER SOCK CONCRETE WASHOUT PIT | EA | 1 | \$1,200.00 | \$1,200.00 |
| 9000-0003 | TEMPORARY DIVERSION DIKE | LF | 16 | \$300.00 | \$4,800.00 |
| 9000-0004 | TEMPORARY DEWATERING SYSTEM | LS | 1 | \$3,000.00 | \$3,000.00 |
| | | | | | \$1,777,777.00 |

* Pricing is preliminary since Mosites was not provided with Roadway Plans, Traffic Control Plans, E&S Plans, or Special Provisions.

* Mosites was unable to perform takeoffs and verify the accuracy of the quantities highlighted above because the drawings were not provided.

* Pricing for bid item 9000-0001 (see attached component breakdown) is preliminary because the design drawings are approximately 30% complete

WABASH BRIDGE NO. 2 PRESERVATION - MOSITES CONSTRUCTION PRELIMINARY PRICING
 BID ITEM 9000-0001 - LUMP SUM BREAKDOWN

| CLIENT ITEM NO. | COMPONENT ITEM DESCRIPTION | UNITS | ITEM QUANTITY | UNIT PRICE | TOTAL | MOSITES' NOTES |
|-----------------|---|-------|---------------|--------------|----------------|--|
| 9000-0001 | WABASH BRIDGE NO. 2 PRESERVATION | | | | | |
| | CLASS 3 EXCAVATION | CY | 30 | \$140.00 | \$4,200.00 | |
| | BRIDGE CLEANING | LS | 1 | \$15,000.00 | \$15,000.00 | |
| | ZONE PAINTING OF EXISTING STRUCTURAL STEEL USING ORGANIC ZINC RICH SYSTEM | SF | 7200 | \$24.00 | \$172,800.00 | |
| | DISPOSAL OF BRIDGE WASTE | LS | 1 | \$15,000.00 | \$15,000.00 | |
| | CONTAINMENT | SF | 7200 | \$14.00 | \$100,800.00 | |
| | WORKER HEALTH AND SAFETY | LS | 1 | \$20,000.00 | \$20,000.00 | |
| | UNFORSEEN STRUCTURAL STEEL REPAIRS | PDA | 1 | \$10,000.00 | \$10,000.00 | ENGINEER PROVIDED PDA |
| | CLASS AA CEMENT CONCRETE REPAIRS | CF | 250 | \$625.00 | \$156,250.00 | CANNOT CONFIRM QUANTITY / SCOPE |
| | REMOVAL OF PORTION OF EXISTING BRIDGE | LS | 1 | \$85,000.00 | \$85,000.00 | |
| | REMOVAL OF LOOSE CONCRETE | LS | 1 | \$30,000.00 | \$30,000.00 | CANNOT CONFIRM QUANTITY / SCOPE |
| | CLASS AA CEMENT CONCRETE WITH NO. 8S | CY | 10 | \$7,327.50 | \$73,275.00 | INCLUDES GIRDER RETROFIT ONLY |
| | TEMPORARY SUPPORT OF BRIDGE STRUCTURE | LS | 1 | \$375,000.00 | \$375,000.00 | |
| | SELECT BORROW EXCAVATION , STRUCTURE BACKFILL | CY | 30 | \$90.00 | \$2,700.00 | ENGINEER'S QUANTITY WAS 60 CY |
| | GALVANIZED STEEL SOLDIER BEAMS | LB | 14200 | \$4.00 | \$56,800.00 | |
| | ROCK ANCHORS | LF | 90 | \$350.00 | \$31,500.00 | |
| | ROCK PREDRILLING 30" DIAMETER | LF | 30 | \$1,200.00 | \$36,000.00 | |
| | PRECAST LAGGING | SF | 250 | \$120.00 | \$30,000.00 | |
| | DOWEL HOLES 6" DEPTH | EA | 190 | \$18.00 | \$3,420.00 | |
| | DOWEL HOLES 12" DEPTH | EA | 16 | \$20.00 | \$320.00 | |
| | CEMENT CONCRETE SIDEWALK | SY | 35 | \$110.00 | \$3,850.00 | CANNOT CONFIRM QUANTITY / SCOPE |
| | GALVANIC ANODES | EA | 150 | \$60.00 | \$9,000.00 | CANNOT CONFIRM QUANTITY / SCOPE |
| | FABRICATED STRUCTURAL STEEL | LB | 12500 | \$13.00 | \$162,500.00 | |
| | ACCELERATED CEMENT CONCRETE | CY | 22 | \$2,200.00 | \$48,400.00 | NORTH PARAPET AND 4 - BENT 1 BARRIER SECTIONS ONLY |
| | REINFORCEMENT BARS, EPOXY COATED | LB | 7000 | \$4.00 | \$28,000.00 | CANNOT CONFIRM QUANTITY / SCOPE |
| | | | | | \$1,469,815.00 | |

* Quantities highlighted in blue were changed from the Engineer's quantity provided

* Pricing for bid items shown on Steel Bridge Preservation Drawings 1-12 is preliminary because the design drawings are approximately 30% complete

* Mosites was unable to perform takeoffs and verify the accuracy of the quantities for items noted above because the design drawings were incomplete

WABASH BRIDGE NO. 2 REPAIR - MOSITES CONSTRUCTION PRELIMINARY PRICING

| CLIENT ITEM NO. | DESCRIPTION | UNITS | BID QUANTITY | UNIT PRICE | TOTAL |
|-----------------|--|-------|--------------|--------------|-----------------------|
| 0203-0004 | CLASS 1B EXCAVATION | CY | 25 | \$160.00 | \$4,000.00 |
| 0313-0426 | SUPERPAVE ASPHALT MIXTURE DESIGN, BASE COURSE, PG 64S-22, 0.3 TO < 3 MILLION ESALS, 25.0 MM MIX, 6" DEPTH | SY | 30 | \$150.00 | \$4,500.00 |
| 0350-0204 | SUBBASE 6" DEPTH (NO. OGS) | SY | 130 | \$40.00 | \$5,200.00 |
| 0413-0383 | SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64E-22, 0.3 TO < 3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH. SRL-H | SY | 188 | \$49.00 | \$9,212.00 |
| 0413-6042 | SUPERPAVE ASPHALT MIXTURE DESIGN, BINDER COURSE, PG 64S-22, 0.3 TO < 3 MILLION ESALS, 25.0 MM MIX, 4" DEPTH | SY | 162 | \$66.00 | \$10,692.00 |
| 0460-0003 | ASPHALT TACK COAT (NTT/CNTT) | SY | 348 | \$2.00 | \$696.00 |
| 0491-0019 | MILLING OF ASPHALT PAVEMENT SURFACE, VARIABLE DEPTH, MILLED MATERIAL RETAINED BY CONTRACTOR | SY | 88 | \$86.00 | \$7,568.00 |
| 0501-0024 | PLAIN CEMENT CONCRETE PAVEMENT, 6" DEPTH | SY | 30 | \$330.00 | \$9,900.00 |
| 0608-0001 | MOBILIZATION | LS | 1 | \$65,000.00 | \$65,000.00 |
| 0609-0004 | INSPECTOR'S FIELD OFFICE AND INSPECTION FACILITIES, TYPE C | LS | 1 | \$12,000.00 | \$12,000.00 |
| 0609-0009 | EQUIPMENT PACKAGE | LS | 1 | \$600.00 | \$600.00 |
| 0689-0003 | CPM SCHEDULE | LS | 1 | \$1.00 | \$1.00 |
| 0811-0003 | TEMPORARY PROTECTIVE FENCE | LF | 20 | \$8.00 | \$160.00 |
| 0804-0001 | SEEDING AND SOIL SUPPLEMENTS - FORMULA B, INCLUDING MULCH | LB | 1 | \$120.00 | \$120.00 |
| 0804-004 | SEEDING - FORMULA E, INCLUDING MULCH | LB | 1 | \$120.00 | \$120.00 |
| 0901-0001 | MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION | LS | 1 | \$15,630.00 | \$15,630.00 |
| 0901-0100 | SHADOW VEHICLE | DAY | 28 | \$300.00 | \$8,400.00 |
| 0901-0203 | ARROW PANEL | EA | 2 | \$1,100.00 | \$2,200.00 |
| 0901-0231 | ADDITIONAL WARNING LIGHTS, TYPE B | DAY | 84 | \$1.00 | \$84.00 |
| 0901-0232 | ADDITIONAL WARNING LIGHTS, TYPE C | DAY | 63 | \$1.00 | \$63.00 |
| 0901-0240 | ADDITIONAL TRAFFIC CONTROL SIGNS | SF | 150 | \$9.00 | \$1,350.00 |
| 0901-0320 | 4" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, YELLOW | LF | 930 | \$2.50 | \$2,325.00 |
| 0901-0330 | 4" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, WHITE | LF | 770 | \$2.50 | \$1,925.00 |
| 0901-0450 | 3-LINE CHANGEABLE MESSAGE SIGN WITH TELECOMMUNICATIONS | EA | 2 | \$3,000.00 | \$6,000.00 |
| 0937-0211 | BARRIER MOUNTED DELINEATOR, TOP-MOUNT TYPE S, (W/B) | EA | 3 | \$12.00 | \$36.00 |
| 0958-0081 | TEMPORARY TRAFFIC CONTROL SIGNALS, TRAILER-MOUNTED PORTABLE DEVICE (ONE OVERHEAD SIGNAL, 1 VERTICAL POLE SIGNAL) | EA | 1 | \$12,000.00 | \$12,000.00 |
| 0958-0281 | TEMPORARY TIMING ADJUSTMENTS TO EXISTING PERMANENT TRAFFIC SIGNAL CONTROLLER | EA | 10 | \$1,800.00 | \$18,000.00 |
| 0958-0301 | TEMPORARY MODIFICATIONS TO EXISTING PERMANENT TRAFFIC SIGNAL, (1 APPROACH) | EA | 1 | \$12,000.00 | \$12,000.00 |
| 4627-3020 | TEMPORARY BARRIER, TEST LEVEL 3, BARRIER DEFLECTION DISTANCE <= 2' MODIFIED | LF | 270 | \$93.00 | \$25,110.00 |
| 4962-1000 | 4' WHITE WATERBORNE PAVEMENT MARKINGS MODIFIED | LF | 85 | \$30.00 | \$2,550.00 |
| 9000-0001 | WABASH BRIDGE NO. 2 REPAIR | LS | 1 | \$861,335.00 | \$861,335.00 |
| 9000-0002 | COMPOST FILTER SOCK CONCRETE WASHOUT PIT | EA | 1 | \$1,200.00 | \$1,200.00 |
| 9000-0003 | TEMPORARY DIVERSION DIKE | LF | 16 | \$300.00 | \$4,800.00 |
| 9000-0004 | TEMPORARY DEWATERING SYSTEM | LS | 1 | \$3,000.00 | \$3,000.00 |
| | | | | | \$1,107,777.00 |

* Pricing is preliminary since Mosites was not provided with Roadway Plans, Traffic Control Plans, E&S Plans, or Special Provisions.

* Mosites was unable to perform takeoffs and verify the accuracy of the quantities highlighted above because the drawings were not provided.

* Pricing for bid item 9000-0001 (see attached component breakdown) is preliminary because the design drawings are approximately 30% complete

WABASH BRIDGE NO. 2 REPAIR - MOSITES CONSTRUCTION PRELIMINARY PRICING
 BID ITEM 9000-0001 - LUMP SUM BREAKDOWN

| CLIENT ITEM NO. | COMPONENT ITEM DESCRIPTION | UNITS | ITEM QUANTITY | UNIT PRICE | TOTAL | MOSITES' NOTES |
|-----------------|---|-------|---------------|--------------|---------------------|---------------------------------|
| 9000-0001 | WABASH BRIDGE NO. 2 REPAIR | | | | | |
| | CLASS 3 EXCAVATION | CY | 15 | \$140.00 | \$2,100.00 | ENGINEER'S QUANTITY WAS 45 CY |
| | BRIDGE CLEANING | LS | 1 | \$15,000.00 | \$15,000.00 | |
| | ZONE PAINTING OF EXISTING STRUCTURAL STEEL USING ORGANIC ZINC RICH SYSTEM | SF | 7200 | \$24.00 | \$172,800.00 | |
| | DISPOSAL OF BRIDGE WASTE | LS | 1 | \$15,000.00 | \$15,000.00 | |
| | CONTAINMENT | SF | 7200 | \$14.00 | \$100,800.00 | |
| | WORKER HEALTH AND SAFETY | LS | 1 | \$20,000.00 | \$20,000.00 | |
| | UNFORSEEN STRUCTURAL STEEL REPAIRS | PDA | 1 | \$10,000.00 | \$10,000.00 | ENGINEER PROVIDED PDA |
| | REMOVAL OF PORTION OF EXISTING BRIDGE | LS | 1 | \$45,000.00 | \$45,000.00 | |
| | REMOVAL OF LOOSE CONCRETE | LS | 1 | \$30,000.00 | \$30,000.00 | CANNOT CONFIRM QUANTITY / SCOPE |
| | TEMPORARY SUPPORT OF BRIDGE STRUCTURE | LS | 1 | \$315,000.00 | \$315,000.00 | |
| | SELECT BORROW EXCAVATION , STRUCTURE BACKFILL | CY | 15 | \$90.00 | \$1,350.00 | ENGINEER'S QUANTITY WAS 45 CY |
| | DOWEL HOLES 12" DEPTH | EA | 8 | \$20.00 | \$160.00 | ENGINEER'S QUANTITY WAS 40 EA |
| | CEMENT CONCRETE SIDEWALK | SY | 20 | \$150.00 | \$3,000.00 | CANNOT CONFIRM QUANTITY / SCOPE |
| | FABRICATED STRUCTURAL STEEL | LB | 7000 | \$15.00 | \$105,000.00 | |
| | ACCELERATED CEMENT CONCRETE | CY | 5.5 | \$2,750.00 | \$15,125.00 | ENGINEER'S QUANTITY WAS 11 CY |
| | REINFORCEMENT BARS, EPOXY COATED | LB | 2200 | \$5.00 | \$11,000.00 | CANNOT CONFIRM QUANTITY / SCOPE |
| | | | | | \$861,335.00 | |

* Quantities highlighted in blue were changed from the Engineer's quantity provided

* Pricing for bid items shown on Steel Bridge Preservation Drawings 1-12 is preliminary because the design drawings are approximately 30% complete

* Mosites was unable to perform takeoffs and verify the accuracy of the quantities for items noted above because the design drawings were incomplete

Wabash Bridge, City of Pittsburgh

WABASH BRIDGE No. 2 PRESERVATION



| PAY ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT COST | TOTAL |
|---|--|------|----------|--------------|----------------|
| 0203-004 | CLASS 1B EXCAVATION | CY | 25 | \$200.00 | \$5,000.00 |
| 0313-0426 | SUPERPAVE ASPHALT MIXTURE DESIGN, BASE COURSE PG 64S-22 TO < 3 MILLION ESALS, 25.0 MM MIX, 6" DEPTH | SY | 30 | \$112.00 | \$3,360.00 |
| 0350-0204 | SUBBASE 6" DEPTH (NO OGS) | SY | 130 | \$30.00 | \$3,900.00 |
| 0413-0383 | SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE PG 64S-22 TO < 3 MILLION ESALS, 25.0 MM MIX, 4" DEPTH | SY | 188 | \$70.00 | \$13,160.00 |
| 0460-0003 | ASPHALT TACK COAT | SY | 162 | \$46.00 | \$7,452.00 |
| 0491-0019 | MILLING OF ASPHALT PAVEMENT SURFACE, VARIABLE DEPTH, MILLED MATERIAL REATTINED BY CONTRACTOR | SY | 348 | \$10.00 | \$3,480.00 |
| 0501-0024 | PLAIN CEMENT CONCRETE PAVEMENT 6" DEPTH | SY | 88 | \$100.00 | \$8,800.00 |
| 0608-0001 | MOBILIZATION | LS | 1 | \$175,000.00 | \$175,000.00 |
| 0609-0004 | INSPECTOR'S FIELD OFFICE AND INSPECTION FACILITIES, TYPE C | LS | 1 | \$21,000.00 | \$21,000.00 |
| 0609-0009 | EQUIPMENT PACKAGE | LS | 1 | \$6,000.00 | \$6,000.00 |
| 0689-0003 | CPM SCHEDULE | LS | 1 | \$1,500.00 | \$1,500.00 |
| 0811-0003 | TEMPORARY PROTECTIVE FENCE | LF | 200 | \$25.00 | \$5,000.00 |
| 0804-0001 | SEEDING AND SOIL SUPPLEMENTS - FORMULA B, INCLUDING MULCH | LB | 1 | \$250.00 | \$250.00 |
| 0804-0004 | SEEDING - FORMULA E, INCLUDING MULCH | LG | 1 | \$290.00 | \$290.00 |
| 0901-0001 | MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION | LS | 1 | \$112,000.00 | \$112,000.00 |
| 0901-0100 | SHADOW VEHICLE | DAY | 132 | \$350.00 | \$46,200.00 |
| 0901-0203 | ARROW PANEL | EACH | 2 | \$3,000.00 | \$6,000.00 |
| 0901-0231 | ADDITIONAL WARNING LIGHTS, TYPE B | DAY | 132 | \$2.00 | \$264.00 |
| 0901-0232 | ADDITIONAL WARNING LIGHTS, TYPE C | DAY | 132 | \$1.00 | \$132.00 |
| 0901-0240 | ADDITIONAL TRAFFIC CONTROL SIGNS | SF | 200 | \$10.00 | \$2,000.00 |
| 0901-0320 | 4" STANDARD PAVEMENT MARKING, PAINT & BEADS, YELLOW | LF | 930 | \$2.00 | \$1,860.00 |
| 0901-0330 | 4" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, WHITE | LF | 770 | \$2.00 | \$1,540.00 |
| 0901-0450 | 3-LINE CHANGEABLE MESSAGE SIGN WITH TELECOMMUNICATIONS | EACH | 2 | \$6,000.00 | \$12,000.00 |
| 0937-0211 | BARRIER MOUNTED DELINEATOR, TOP-MOUNT TYPE S (W/B) | EACH | 3 | \$54.00 | \$162.00 |
| 0958-0081 | TEMPORARY TRAFFIC CONTROL SIGNALS, TRAILER-MOUNTED PORTABLE DEVICE (ONE-OVERHEAD SIGNAL, 1 VERTICAL POLE SIGNAL) | EACH | 1 | \$20,000.00 | \$20,000.00 |
| 0958-0281 | TEMPORARY TIMING ADJUSTMENTS TO EXISTING PERMANENT TRAFFIC SIGNAL CONTROLLER | EACH | 14 | \$2,200.00 | \$30,800.00 |
| 0958-0301 | TEMPORARY MODIFICATIONS TO EXISTING PERMANENT TRAFFIC SIGNAL (1 APPROACH) | EACH | 2 | \$10,000.00 | \$20,000.00 |
| 4627-3020 | TEMPORARY BARRIER, TEST LEVE 3, BARRIER DEFLECTION DISTANCE $\leq 2'$ MODIFIED | LF | 270 | \$100.00 | \$27,000.00 |
| 4628-3020 | RESET TEMPORARY BARRIER, TEST LEVEL 3, BARRIER DEFLECTION DISTANCE $\leq 2'$ MODIFIED | LF | 270 | \$60.00 | \$16,200.00 |
| 4962-1000 | 4" WHITE WATERVORNE PAVEMENT MARKINGS MODIFIED | LF | 85 | \$5.00 | \$425.00 |
| WABASH BRIDGE NO. 2 REHABILITATION | | | | | |
| 9000-0001 | CLASS 3 EXCAVATION | CY | 110 | \$90.00 | \$9,900.00 |
| (1) | BRIDGE CLEANING | LS | 1 | \$40,000.00 | \$40,000.00 |
| (1) | ZONE PAINTING OF EXISTING STRUCTURAL STEEL USING ORGANIC ZINC | SF | 7,200 | \$35.00 | \$252,000.00 |
| (1) | DISPOSAL OF BRIDGE WASTE | LS | 1 | \$10,000.00 | \$10,000.00 |
| (1) | CONTAINMENT | SF | 7,200 | \$20.00 | \$144,000.00 |
| (1) | WORKER HEALTH AND SAFETY | LS | 1 | \$40,000.00 | \$40,000.00 |
| (1) | UNFORSEEN STRUCTURAL STEEL REPAIRS | PDA | 1 | \$100,000.00 | \$100,000.00 |
| (1) | CLASS AA CEMENT CONCRETE REPAIRS | CF | 250 | \$600.00 | \$150,000.00 |
| (1) | REMOVAL OF PORTION OF EXISTING BRIDGE | LS | 1 | \$70,000.00 | \$70,000.00 |
| (1) | REMOVAL OF LOOSE CONCRETE | LS | 1 | \$20,000.00 | \$20,000.00 |
| (1) | CLASS AA CEMENT CONCRETE WITH NO.8'S | CY | 10 | \$1,500.00 | \$15,000.00 |
| (1) | TEMPORARY SUPPORT OF BRIDGE STRUCTURE | LS | 1 | \$500,000.00 | \$500,000.00 |
| (1) | SELECTED BORROW EXCAVATION, STRUCTURE BACKFILL | CY | 110 | \$125.00 | \$13,750.00 |
| (1) | GALVANIZED STEEL SOLDIER BEAMS | LBS | 14,200 | \$6.00 | \$85,200.00 |
| (1) | ROCK ANCHORS | LF | 90 | \$500.00 | \$45,000.00 |
| (1) | ROCK PREDRILLING 30" diameter | LF | 30 | \$300.00 | \$9,000.00 |
| (1) | PRECAST LAGGING | SF | 250 | \$50.00 | \$12,500.00 |
| (1) | DOWEL HOLES 6" DEPTH | EACH | 190 | \$100.00 | \$19,000.00 |
| (1) | DOWEL HOLES 12" DEPTH | EACH | 64 | \$100.00 | \$6,400.00 |
| (1) | CEMENT CONCRETE SIDEWALK | SY | 35 | \$150.00 | \$5,250.00 |
| (1) | GALVONIC ANODES | EACH | 150 | \$50.00 | \$7,500.00 |
| (1) | FABRICATED STRUCTURAL STEEL | LBS | 13,500 | \$10.00 | \$135,000.00 |
| (1) | ACCELERATED CEMENT CONCRETE | LBS | 35 | \$2,500.00 | \$87,500.00 |
| (1) | REINFORCEMENT BARS, EPOXY COATED | LBS | 7,000 | \$3.00 | \$21,000.00 |
| 9000-0001 | STRUCTURE REHAB SUBTOTAL | | | | \$1,798,000.00 |
| 9000-0002 | COMPOST FILTER SOCK, CONCRETE WASH OUT | EACH | 1 | \$3,000.00 | \$3,000.00 |
| 9000-0003 | TEMPORARY DIVERSION DIKE | LF | 16 | \$200.00 | \$3,200.00 |
| 9000-0004 | TEMPORARY DEWATERING SYSTEM | LS | 1 | \$10,000.00 | \$10,000.00 |
| | | | | | \$2,364,975.00 |
| PRESERVATION SUBTOTAL | | | | 10% | \$236,497.50 |
| PRESERVATION BUDGET TOTAL* | | | | | \$2,601,472.50 |

*This is a budgetary price based upon WEC's preservation plan and quantities dated 6-16-2023 and visual inspection of the bridge. It is not a price to complete the preservation scope but merely a preliminary budget.

