

PENNSYLVANIA PUBLIC UTILITY COMMISSION
Uniform Cover and Calendar Sheet

1. <u>REPORT DATE:</u>	:	2. <u>BUREAU AGENDA NO.</u>
December 17, 1984	:	
3. <u>BUREAU:</u>	:	JAN-85-TR-6*
Rail Transportation	:	
4. <u>SECTION(S):</u>	:	5. <u>PUBLIC MEETING DATE:</u>
Engineering	:	
6. <u>APPROVED BY:</u>	:	January 4, 1985
Director: R. A. Peteritas 3-5941	:	
Supervisor:	:	
7. <u>MONITOR:</u>	:	
Chairman Taliaferro	:	
8. <u>PERSON IN CHARGE:</u>	:	
D. C. Hart 7-6805	:	
9. <u>DOCKET NO:</u>	:	
I-830373	:	
10. (a) CAPTION (abbreviate if more than 4 lines)		
(b) Short summary of history & facts, documents & briefs		
(c) Recommendation		

(a) INVESTIGATION UPON THE COMMISSION'S OWN MOTION INTO THE MATTERS PERTAINING TO THE PROPER SERVICE, ACCOMMODATION, CONVENIENCE AND SAFETY OF THE TRAVELING PUBLIC USING THE RAIL-HIGHWAY CROSSING CARRYING 59TH STREET OVER AND ABOVE THE GRADE OF THE TRACKS OF NATIONAL RAILROAD PASSENGER CORPORATION IN THE CITY OF PHILADELPHIA, TO DETERMINE THE CONDITION, DISPOSITION AND RESPONSIBILITY FOR MAINTENANCE OF THE EXISTING CROSSING STRUCTURE.

(b) City of Philadelphia, by petition filed October 26, 1984, seeks an extension of time from November 1, 1984 to February 1, 1985 in which to complete the replacement of the expansion dams of the subject bridge.

(c) The Bureau of Rail Transportation recommends that the City of Philadelphia's petition for an extension of time to February 1, 1985 in which to complete the reconstruction of the expansion dams of the subject bridge be granted.

DCH:11r

11. MOTION BY: Commissioner Chm. Taliaferro Commissioner Johnson - Yes
 Commissioner Cawley - Yes
 SECONDED: Commissioner Shane Commissioner Fischl - Yes

CONTENT OF MOTION: Staff recommendation adopted.

**DOCUMENT
FOLDER**

DOCKETED
JAN 21 1985



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, Pa. 17120
January 10, 1985

IN REPLY PLEASE
REFER TO OUR FILE
I-830373

Alan J. Davis, Esquire
Municipal Services Bldg.
Room 1540
15th St. & JFK Blvd.
Philadelphia, PA 19107

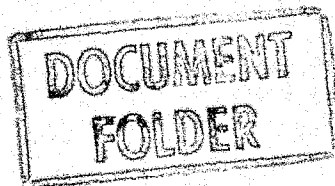
Investigation upon the Commission's own motion into matters pertaining to the proper service, accommodation, convenience and safety of the traveling public using the rail-highway crossing carrying 59th Street over and above the grade of the tracks of National Railroad Passenger Corporation in the City of Philadelphia, to determine the condition, disposition and responsibility for maintenance of the existing crossing structure.

To Whom It May Concern:

This is to advise you that an Order has been adopted by the Commission in public meeting held January 4, 1985.

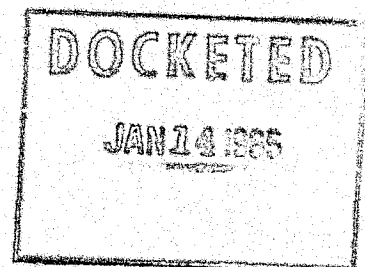
A Copy of an Order has been enclosed for your records.

Very truly yours,



Jerry Rich
Jerry Rich, Secretary

lg
Encls.
Cert. Mail
Law Bureau
Bureau of Rail Transportation
Similar letter to: See attached list.

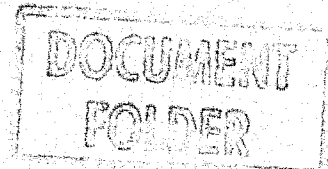


PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held January 4, 1985

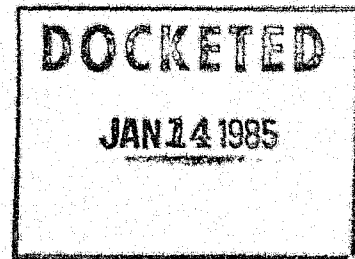
Commissioners Present:

Linda C. Taliaferro, Chairman
Michael Johnson
James H. Cawley
Frank Fischl
Bill Shane



I-830373

Investigation upon the Commission's own motion into matters pertaining to the proper service, accommodation, convenience and safety of the traveling public using the rail-highway crossing carrying 59th Street over and above the grade of the tracks of National Railroad Passenger Corporation in the City of Philadelphia, to determine the condition, disposition and responsibility for maintenance of the existing crossing structure.



O R D E R

BY THE COMMISSION:

This matter is before us upon reason of petition filed October 26, 1984 by City of Philadelphia seeking modification of the Commission's order in the above docketed proceeding entered May 1, 1984 for an extension of time from November 1, 1984 to February 1, 1985 in which to complete the replacement of the expansion dams of the bridge carrying 59th Street over and above the grade of the tracks of National Railroad Passenger Corporation, in the City of Philadelphia.

In its petition, City of Philadelphia avers that in accordance with legislation enacted by City Council, a specified percentage of the total dollar amount of contracts entered into by the City of Philadelphia must be awarded to minority and female business enterprises. These contracts are subject to review by the Minority Business Enterprise Council and since this is a relatively new program additional time is required for approval, thereby delaying the start of the project.

Each party to the proceeding was served with a copy of the petition and none has advised that it has any objection to the Commission granting the extension of time.

We have carefully reviewed the record in this proceeding and petition filed October 26, 1984 by the City of Philadelphia and are of the opinion that the extension of time should be granted in order to give the City additional time to comply with our order entered May 1, 1984 by completing the replacement of the expansion dams of the subject bridge; THEREFORE,

IT IS ORDERED:

1. That the prayer of the petition filed October 26, 1984 by City of Philadelphia be and is hereby granted.

2. That numbered Paragraph 3 on Page 2 of our order entered May 1, 1984 which reads as follows, to wit:

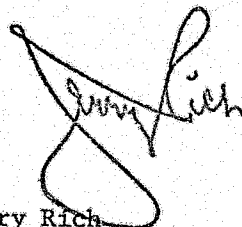
"3. That City of Philadelphia, at its initial cost and expense, within six (6) months from service of the Commission's order, furnish all material and do all work necessary to replace the expansion dams of the subject bridge."

be and is hereby modified to read:

3. That City of Philadelphia, on or before February 1, 1985, furnish all material and do all work necessary to replace the expansion dams of the subject bridge.

3. That in all respects, not inconsistent herewith, our order entered May 1, 1984 shall remain in full force and effect.

BY THE COMMISSION,

A handwritten signature in dark ink, appearing to read "Jerry Rich", written over a large, stylized, looped flourish.

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: January 4, 1985

ORDER ENTERED: January 10, 1985



CITY OF PHILADELPHIA

LAW DEPARTMENT
15th Floor, Municipal Services Building
Philadelphia, Pa. 19102

BARBARA W. MATHER,
City Solicitor

GERALD T. CLARK,
Deputy City Solicitor
(215) 686-5251

RECEIVED

January 9, 1985

JAN 11 1985

**SECRETARY'S OFFICE
Public Utility Commission**

Mr. Jerry Rich
Secretary
Pennsylvania Public
Utility Commission
Post Office Box 3265
Harrisburg, Pennsylvania 17120

RE: 59TH STREET BRIDGE OVER AMTRAK
PHILADELPHIA, PENNSYLVANIA,
DOCKET NO. I-830373

Dear Secretary Rich:

Pursuant to the Commission's Order dated May 1, 1984, please be advised that the City of Philadelphia has completed all work necessary to replace the expansion dams on the 59th Street Bridge over AMTRAK (Bridge No. 4.77).

This work was performed under a contract let by the City of Philadelphia. The contractor was:

Belbold Construction Corporation
1609 Hanford Street
Post Office Box 1126
Bristol, Pennsylvania 19007

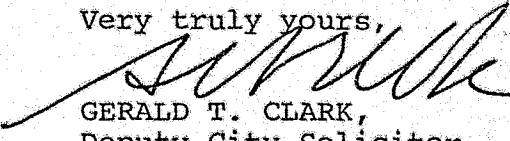
Date Work Completed: December 20, 1984
Final Inspection of work: January 3, 1985
Work Accepted by City: January 3, 1985

DOCKETED

JAN 14 1985

The detail summary of the actual costs of the City of Philadelphia is now being prepared. As soon as it is completed, I will submit the material to the Commissioner and to all interested parties.

Very truly yours,


GERALD T. CLARK,
Deputy City Solicitor

**DOCUMENT
FOLDER**

GTC:ddb

cc: Richard S. Herskovitz, Esquire
Stephen Dittman, Esquire
Edward H. Huss, Esquire
Honorable Joseph J. Klovekorn, ALJ

Joel E. Mazor, Esquire
Harold K. Cohen, Esquire
Rudolph A. Chillemi, Esquire

Amtrak



MAR 05 1985

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MAR 12 1985

SECRETARY'S OFFICE
Public Utility Commission

Mr. Jerry Rich, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

RE: OH 4.77 59th Street Bridge
City of Philadelphia
PA P.U.C. Docket I-830373

Dear Mr. Rich:

We are submitting herewith, three (3) copies of the detailed inspection report for the 59th Street bridge, Amtrak prepared in accordance with the Commission's order in Docket I-830373.

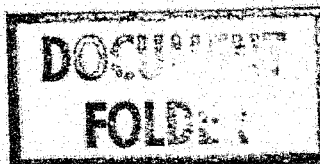
Briefly, the inspection revealed that the bridge is in fair to good condition and will continue to serve the public in a safe manner. We recommend that the City and Railroad jointly inspect the bridge annually and that the City should take the lead to effect repairs or replacement, deemed necessary.

We hereby certify that a copy of this report has been sent to all parties of record in this matter by First Class, postage paid, U.S. Mail.

Very truly yours,

R. D. Johnson
Assistant Chief Engineer
Design and Construction
Project Manager NECIP

cc: Parties of Record - per attached list





COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, Pa. 17120
May 1, 1984

IN REPLY PLEASE
REFER TO OUR FILE
I-830373

Harold K. Cohen, Esquire
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103

RECEIVED

MAY 03 1984

COUNSEL-NECIP

Investigation upon the Commission's own motion into matters pertaining to the proper service, accommodation, convenience and safety of the traveling public using the rail-highway crossing carrying 59th Street over and above the grade of the tracks of National Railroad Passenger Corporation in the City of Philadelphia, to determine the condition, disposition and responsibility for maintenance of the existing crossing structure.

To Whom It May Concern:

This is to advise you that an Order has been adopted by the Commission in public meeting held April 26, 1984 in the above entitled proceeding.

A copy of this Order has been enclosed for your records.

Very truly yours,

Jerry Rich, Secretary

fao
Encls.
Cert. Mail

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held April 26, 1984

Commissioners Present:

Linda C. Taliaferro, Chairman
Michael Johnson
James H. Cawley

Investigation upon the Commission's own motion into matters pertaining to the proper service, accommodation, convenience and safety of the traveling public using the rail-highway crossing carrying 59th Street over and above the grade of the tracks of National Railroad Passenger Corporation in the City of Philadelphia, to determine the condition, disposition and responsibility for maintenance of the existing crossing structure.

I-830373

RECEIVED

MAY 03 1984

COUNSEL-NECIP

O R D E R

BY THE COMMISSION:

We adopt as our action the Initial Decision of Administrative Law Judge Joseph J. Klovekorn dated March 1, 1984, and that Exceptions be denied; THEREFORE,

IT IS ORDERED:

1. That National Railroad Passenger Corporation, at its initial cost and expense, within six (6) months from service of the Commission's order, perform an in-depth inspection of the bridge carrying 59th Street over and above the tracks of National Railroad Passenger Corporation in the City of Philadelphia.

2. That National Railroad Passenger Corporation, at its initial cost and expense, within six (6) months from service of the Commission's order, prepare and submit to this Commission and all parties of record for review, a detailed report of the in-depth inspection performed in accordance with this order. Said report to include but not be limited to the following:

1. The extent and effect of any deterioration, if any, and the necessary work, estimated cost, and construction time to make repairs, if required.

2. An engineering analysis of the existing structural members of the bridge to determine the load carrying capacity of the members and a recommendation as to the overall load carrying capacity of the bridge.
3. Specific recommendations as to work required, estimate of costs and construction time to rehabilitate the bridge to enable it to safely carry HS-20 loads and/or appropriate loads based on the engineering analysis of the overall load carrying capacity.

3. That City of Philadelphia, at its initial cost and expense, within six (6) months from service of the Commission's order, furnish all material and do all work necessary to replace the expansion dams of the subject bridge.

4. That City of Philadelphia, at its initial cost and expense, furnish all material and do all work necessary to establish, mark and maintain a suitable detour, if necessary, for the vehicular and pedestrian traffic desiring to use the subject structure during the time the reconstruction is being performed in accordance with Paragraph No. 3 of this order.

5. That National Railroad Passenger Corporation, at its initial cost and expense, furnish flagmen, watchmen and inspectors, as necessary, to observe the progress of work being performed over and adjacent to its tracks in accordance with this order.

6. That any relocation of, change in, or removal of any existing structure, equipment or facilities of any public utility other than National Railroad Passenger Corporation, which may be required as incidental to the execution of this order, be made by the said public utility at its initial cost and expense and in such a manner so as not to interfere with the construction of the improvement.

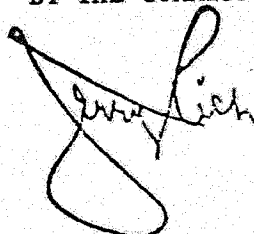
7. That upon completion of the improvement, each involved party report to this Commission the actual date of completion of the work ordered herein, and at the earliest practicable time subsequent to the said date of completion, submit to this Commission a detailed statement of the actual costs incurred in furnishing material and performing work in accordance with this order.

8. That upon completion of the improvement and its opening to public use, City of Philadelphia, at its initial cost and expense, furnish all material and do all work necessary to provide interim maintenance for the bituminous wearing course on the bridge, bridge sidewalks and highway approaches, all in a safe, smooth and satisfactory manner.

9. That upon completion of the improvement and its opening to public use, National Railroad Passenger Corporation, at its initial cost and expense, furnish all material and do all work necessary to provide interim maintenance for the substructure and superstructure of the bridge exclusive of the items assigned to City of Philadelphia, all in a safe and satisfactory manner.

10. That upon completion of the in-depth inspection and report and replacement of the expansion dams, a further hearing be held to receive comments on the report, assignment of maintenance and costs associated with all work performed on the subject bridge.

BY THE COMMISSION,

A handwritten signature in dark ink, appearing to read "Jerry Rich", written over a large, stylized loop.

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: April 26, 1984

ORDER ENTERED: May 1, 1984

RECEIVED

MAR 12 1985

**SECRETARY'S OFFICE
Public Utility Commission**

DETAILED INSPECTION REPORT

FOR THE BRIDGE CARRYING

59TH STREET

OVER THE TRACKS OF

AMTRAK

IN THE CITY OF PHILADELPHIA

PHILADELPHIA, PENNSYLVANIA

PA. P.U.C. I-830373

PREPARED BY

OFFICE OF DEPUTY CHIEF ENGINEER

AMTRAK,

PHILADELPHIA

FEBRUARY, 1985

**DOCUMENT
FOLDER**

DOCKETED

MAR 12 1985

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SUMMARY

The 59th Street bridge over Amtrak in the Overbrook section of Philadelphia is a four (4) span jack arch bridge, 309'-0" long. The roadway is 52' wide between curbs with a 9'-0" wide sidewalk on each side. The bridge was built by the Pennsylvania Railroad in 1927 and carries the street over 12 tracks; five (5) tracks are active of which three (3) have energized catenary, and seven (7) tracks are inactive.

The bridge was inspected close-up underneath with the use of a highway rail platform truck. The structure by design, is completely encased in concrete and gunite. Some of the encasing has fallen off, revealing parts of the steel members.

Generally, the bridge exhibits the effects of applying salt or de-icing chemicals on the roadway surface. The encasement is cracked and icicles of lime are hanging from many areas. The steel members that are exposed exhibit corrosion, from the effects of water permeating the deck.

The bridge was designed to carry 3 live loads comprised of a 1) 40 Ton Truck, 2) 100 #/SF uniform load, and 3) 600 #/LF per each trolley track; the two trolley tracks run in the center of the roadway.

In our opinion, based on the design parameters and the fact that trolleys no longer operate on the bridge, the structure can carry all vehicles up to the maximum weight limit under applicable codes.

We recommend that the City and Amtrak jointly inspect the bridge on an annual basis. When and if repairs or replacement is necessary, the City should take the lead to effect the work to provide for the safety and convenience of the travelling public.

INTRODUCTION

The bridge which is the subject of this report, carries 59th Street over the tracks of the National Railroad Passenger Corporation or Amtrak.

The bridge is located in the Overbrook section of the City of Philadelphia and provides access to and from traffic Route 30 which parallels the tracks in this area.

The matter of the condition of the bridge was brought to the attention of the Public Utility Commission by the City on February 22, 1983; the Commission instituted a formal investigation by order dated May 12, 1983 in Docket I-830373. On February 25, 1983, the Commission issued an emergency order directing the City to make emergency repairs to the expansion dams. On May 1, 1984, the Commission ordered Amtrak to perform an in-depth inspection of the bridge and report its findings to the Commission and all parties of record. The City was ordered to replace the expansion dams which it did. Amtrak has completed its detailed inspection and presents its findings in the following report.

DESCRIPTION

The bridge carrying 59th Street in the City of Philadelphia over the tracks of the National Railroad Passenger Corporation is a four (4) span steel girder/jack arch bridge. Figure 1, Page 4, is a map showing the location of the bridge in the Overbrook section of Philadelphia. Three (3) spans of the bridge measure 89'-9" between centerlines of the piers and from the piers to the north abutment backwall; the fourth span measure 30'-9" from the centerline of the pier to the south abutment backwall. The total length of the bridge is 309'-0". The roadway across the bridge is 52'-0" wide between curbs. Two (2) 9'-0" wide sidewalks added to the roadway result in a total width of 70'-0" between girders. From south to north, the vertical dimension at Pier 1 from the top of footing to the top of the pier is 22'-5 7/8", at Pier 2, its 24'-8 1/2", and at Pier 3, its 22'-11 1/2". The minimum vertical clearance indicated on the plans, is 23'-0".

Appendix A of the report is a reduced size set of plans made from the original rendition which Amtrak obtained from the Penn Central company, April, 1976. Appendix B contains pictures taken during the inspection. Page B-1 is an artists rendition of the bridge as seen looking toward Lancaster. This rendition was done by the Pennsylvania Railroad prior to 1927, the year the railroad built the bridge. page B-2 shows the roadway surface and the sidewalk on the west side of the bridge as you approach the bridge from the north. Page B-5 shows the northern

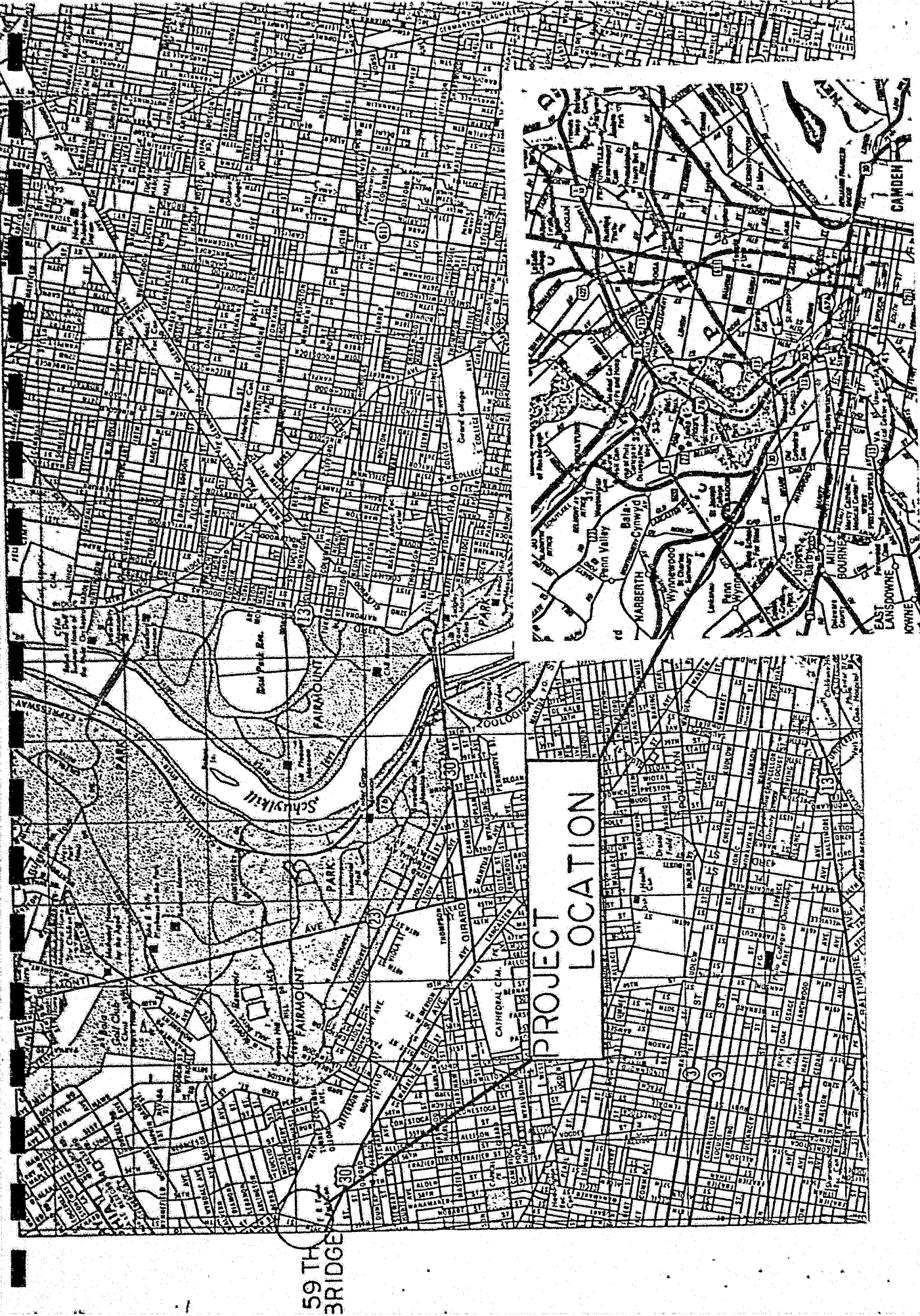


FIGURE 1

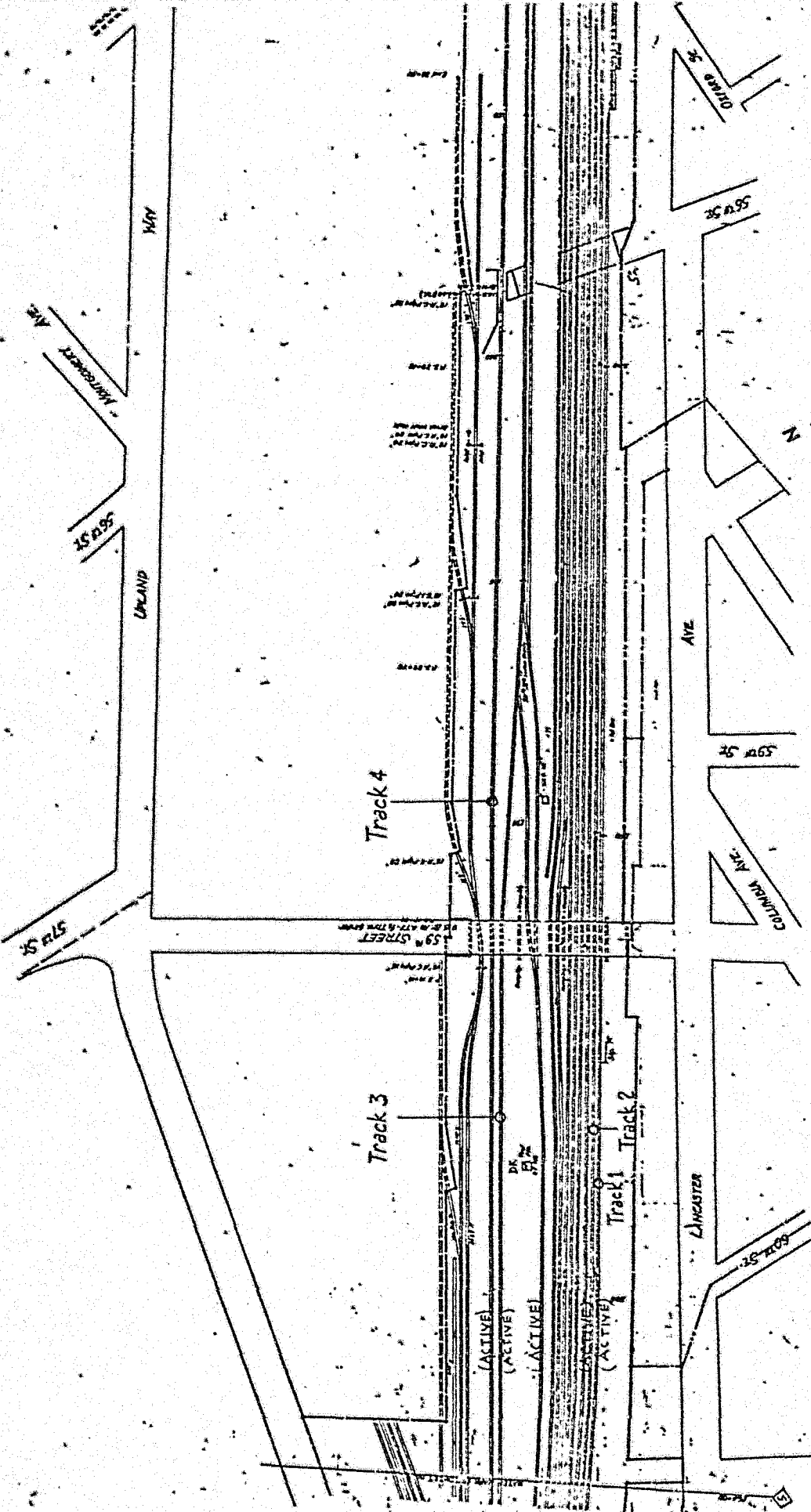
most span between the north abutment and Pier 3. Page B-6 shows the other three (3) spans from the east side or the side corresponding to the artists' rendition. The southern most span between Pier 1 and the abutment is seen better on page B-7. Page B-7 also shows the west side of the northern span while Page B-2 shows the two (2) most southern spans.

From the south, the roadway approaches the bridge at a +3% grade, crests on the bridge and then descends at a -1.5% grade.

There are 12 tracks under the 59th Street Bridge; five (5) are active or live, and seven (7) are inactive. The track breakdown by span follows:

<u>Span</u>	<u>Active</u>	<u>Inactive</u>
Span 1 - North	2	1
Span 2 (Pier 2-3)	1	2
Span 3 (Pier 1-2)	2	4
Span 4 - South	0	0

There are electric cantenary facilities above these tracks but only three (3) tracks have energized catenary; the two (2) active tracks under Span 3 and the northern active track under Span 1. Figure 2, Val Map No. 181 shows the tracks under the bridge and notes the active and electrified tracks; unlabeled tracks are inactive.



ENERGIZED CATENARY
 TRACK 1
 TRACK 2
 TRACK 4

OH 4.77 59th St Bridge
 Pa. PUC. I-830373
 VAL Map No 181

FIGURE 2

DETAILED INSPECTION

ABUTMENTS

The north and south abutments are concrete, gravity type abutments. Pages B-4 and B-5 in Exhibit B shows the condition of the abutments, while A-1, Exhibit, shows the design details.

The face of the north abutment exhibits the corrosive action of salt laden water which is finding its way thru the roadway dams and flows down, over the abutment. The condition is not serious but alerts those concerned that there is a problem with the roadway joints or dams.

The abutments visually appear to be plumb and do not exhibit cracks or any other signs of potential problems.

PIERS

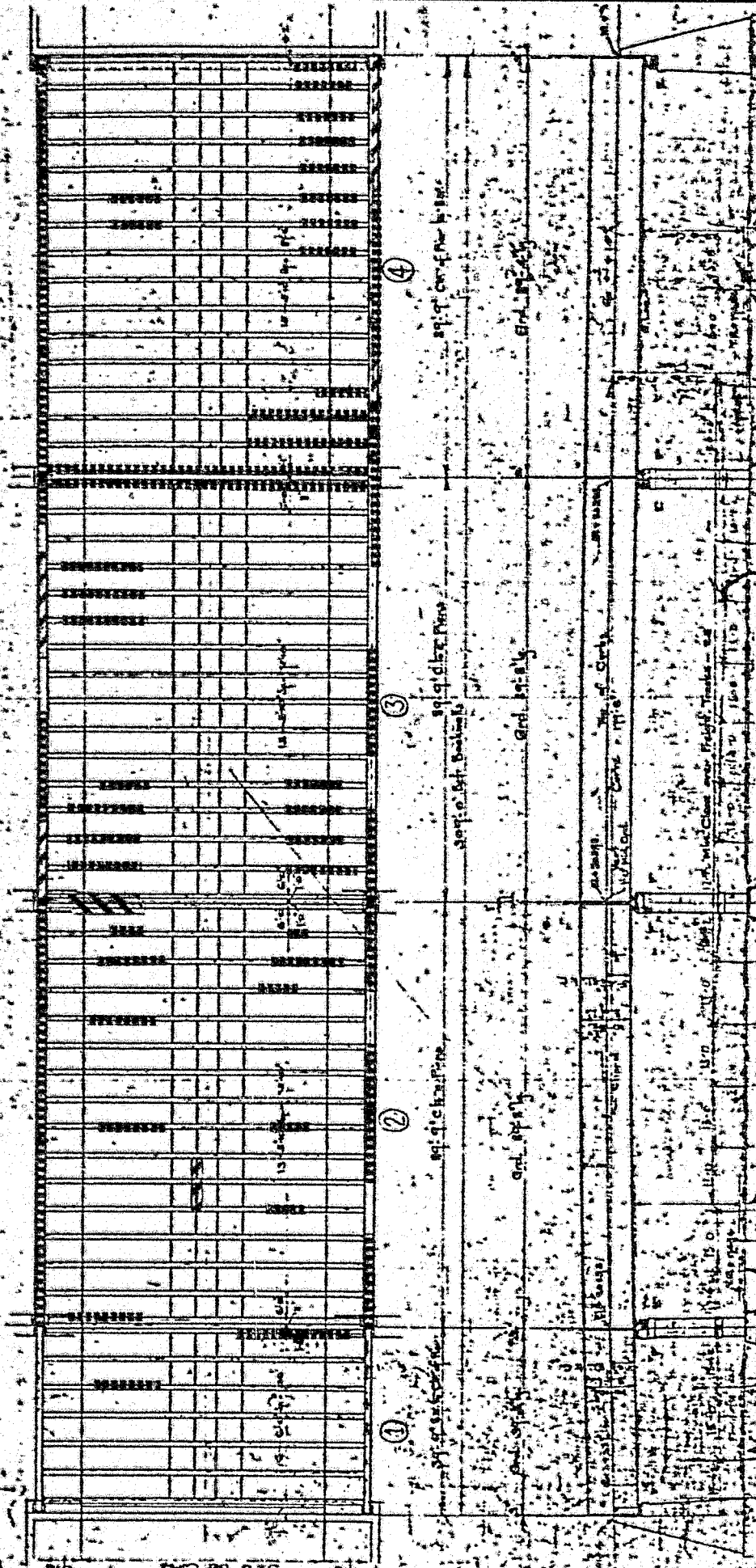
The bridge piers are very large concrete piers that measure approximately 6'-0" x 22'-8" at the base and taper to 4'-0" x 8'-0" at the cap. The piers shown on pages A-1 and A-2 of Exhibit A, and seen in some of the photographs in Exhibit B, are in good condition

BRIDGE DECK

The bridge deck, shown on page A-4 of Exhibit A, is a concrete, jack arch deck with a bituminous surface. The steel floor beams supporting the arch deck are spaced to 6'-0" apart in span 1 and 5'-10" apart in the other 3 spans. The arch rises up 1'-7 1/2" from its spring line on a 2" thick, precast, granite form. At the center, the arch is 8 5/8" thick plus at least a 2" thick overlay. Trolley tracks are depicted on the half-cross-section shown on A-4. The plan annotates the tracks were not be placed at the time the bridge was built in 1927.

The inspection revealed that the jack arches are basically intact but exhibit numerous cracks and are heavily stained by water percolating through the deck. This water carries deicing chemicals, which are applied on the surface, through the deck where it attacks the deck concrete and reinforcing. It is evident not only by the stains but also from stalactites on the bottom flange encasement of the main girders and numerous floor beams throughout the bridge. This condition is seen on Page B-7 (South End Span), B-10, and B-11 of Exhibit B. The concrete, in some locations, was very damp. We note that the inspection was performed on October 9, 1984 and according to U.S. Weather Service, there was 0.85 inches of rain on October 1, 1984; no rain fell between 1st and 9th of October.

Figure 3, which is the plan view of the bridge, shows the general location and type of deterioration on the floor beams and main steel girders. Very little of the bottom flange of any



Deterioration of Bottom Flange Encasement

Exposed Bottom Flange Steel
X-Frames = Steel Exposed

FIGURE 3

member is exposed but considering the damp condition of the encasement, we expect some deterioration of the steel even though we did not further expose any steel beam.

The surface of the bridge, except for certain roadway joints, is in fair to good condition. Pages B-2 and B-3, of Exhibit B show the expansion joints at either end of the bridge. We should note here that subsequent to the inspection, the City of Philadelphia repaired the joints in accordance with the Public Utility Commission order and as such, we will not address this matter specifically in this report.

FLOOR BEAMS

The floor beams, pages A-9 and A-10 of Exhibit A, are fabricated steel beams that taper under the sidewalks of the bridge. The web plate is a 54" x 1/2" plate; the top and bottom flanges which are comprised two (2) 14" x 5/8" and one (1) 14" x 1/2" plates are fastened to the web with 6" x 6" x 5/8" angles, and 7/8" diameter rivets.

The beams are encased in gunite and were not inspected, per se. At some locations though the bottom flange is exposed where the encasement has deteriorated. Page B-10 of Exhibit B displays a picture of the underside of the bridge, particularly an area where we presume that corrosion of the bottom flange of the floor beams is causing the encasement to fall off.

MAIN GIRDERS

The main steel girders, pages B-5 B-6, B-7 B-8 and B-9 of Exhibit B, appear to be in good condition. The girders for the 39'-9" Span 1 are comprised of a 10'-10 3/4" x 1/2" web plate with two (2) 8" x 5/8" angles, two (2) vertical plates 18" x 5/8" and five (5) full length cover plates, 24" x 5/8".

The bottom flange of the girders is encased in gunite. The condition of the encasement is noted on Figure 3 and seen on the pages, listed above in Exhibit B. On Page B-9 the upper photograph shows moss growing in the cracked encasement which indicated the presence of moisture. It is obvious that the deteriorated and spalled encasement is a result of rusting of the bottom flanges as well as freezing and thawing of moisture or water contained or finding its way into encasement.

BEARINGS

Page B-12 of Exhibit B are photographs of the nested roller and fixed bearings on the east side of Pier 3. The roller bearing is corroded and was covered with lime deposits which were cleaned off before the photograph was taken. We presume the bearing does not function as an expansion bearing because of its condition, but it obviously continues to provide the necessary support for the bridge.

SIDEWALKS

The sidewalks of the bridge are 7'-6" wide and are in good condition. It should be noted, however, that there was vegetation growing in some areas along the curb.

RATING

The 59th Street bridge was designed by the Pennsylvania Railroad for the following live load conditions:

- a) 40 Ton Truck
- b) 100 #/SF uniform load
- c) 600 #/LF for each trolley track

The concrete mix was specified to be 2500 psi concrete at 28 days.

Compared to the design practices in 1927, the 59th Street bridge was obviously designed for ahead of its time.

Since Amtrak did not remove any encasement from the floor beams or main girders, we cannot state what reduction, in section, if any, has occurred to those members. It has been our experience although, with other bridges where the members are encased, that when we removed the encasement we found about a 10% reduction in section.

It is our opinion, in light of the original design parameters and the fact that trolleys no longer cross the bridge, the bridge can continue to safely carry all vehicles presently using the bridge.

CONCLUSION AND RECOMMENDATION

The four (4) span steel girder/jack arch bridge carrying 59th Street in the Overbrook section of the City of Philadelphia over the property and tracks of Amtrak is in fair to good condition. The bridge was built in 1927 and was designed by the Pennsylvania Railroad to carry trolleys in addition to other vehicles. There are twelve (12) tracks under the bridge. Five (5) are in use and of those five (5), three (3) have energized catenary above them

The bridge exhibits deterioration typical of that found on highway bridges on which salt or de-icing chemicals have been applied. The salt attacks the concrete and the moisture and air that accompany the salt migration, causes the steel reinforcing and other members to corrode. Fortunately, the steel floor beams and bottom flanges of the main girders are encased in concrete or gunite thereby affording some resistance to rapid deterioration. The encasement is cracked and at certain locations has fallen off the bottom flanges. At other locations, the bottom flange encasement is broken from internal pressure buildup resulting from the rusting and corroding steel. The encasement was wet to the touch at some locations with icicles of lime hanging from many areas under the bridge.

The bridge deck appeared to be in fair condition except for the expansion joints which, we understand, have been repaired by the City of Philadelphia.

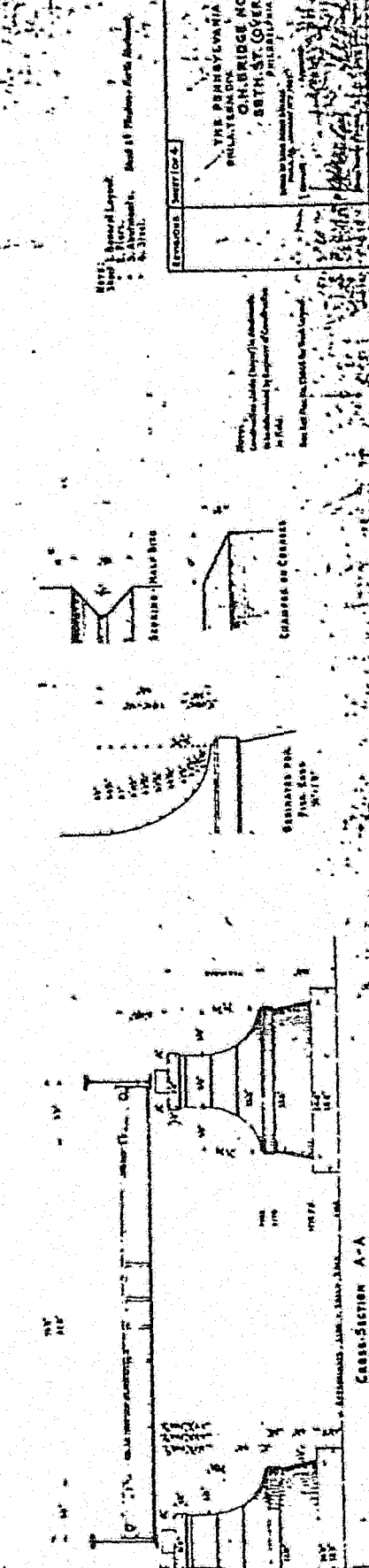
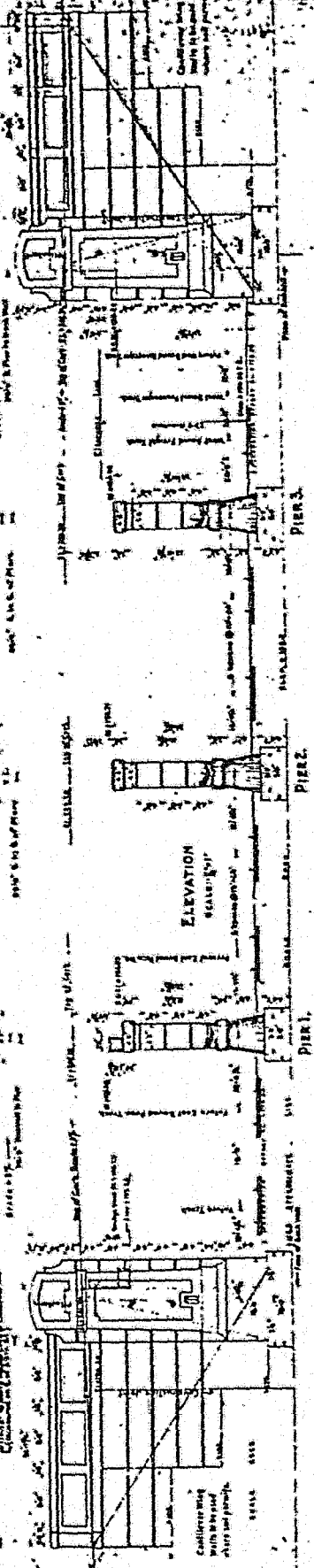
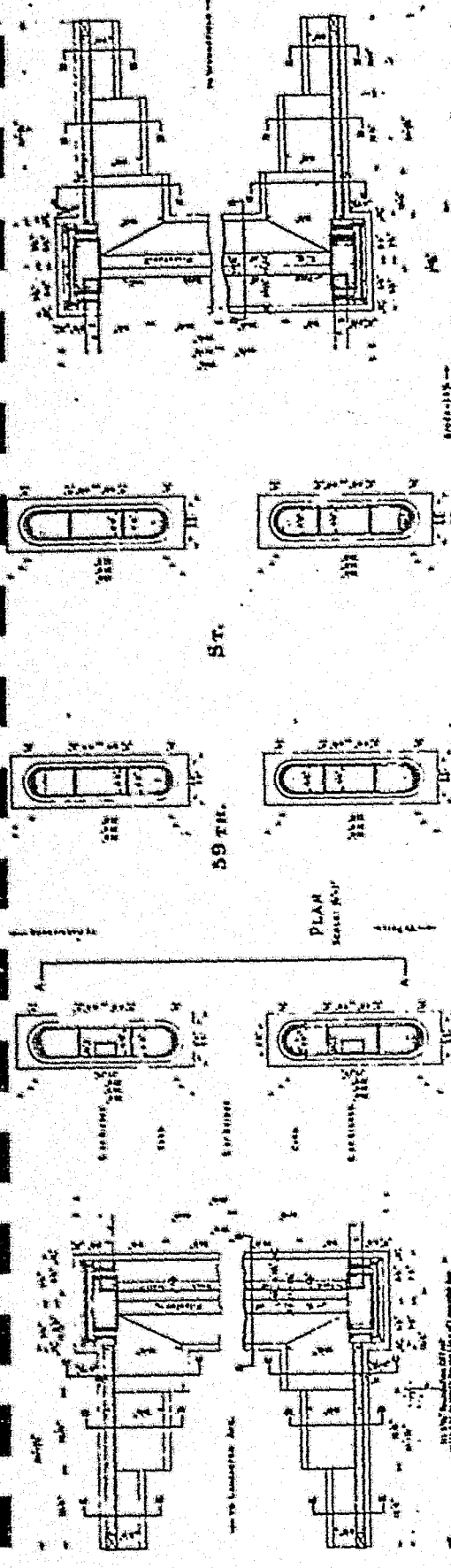
The sidewalks and protection fence on top of the parapets are in good condition.

Based on our inspection, we conclude there is no immediate concern for the safety and convenience of the travelling public and recommend that the City and Railroad jointly inspect the bridge on an annual basis to insure its integrity.

The sidewalks and protection fence on top of the parapets are in good condition.

Based on our inspection, we conclude there is no immediate concern for the safety and convenience of the travelling public and recommend that the City and Railroad jointly inspect the bridge on an annual basis to insure its integrity.

APPENDIX A

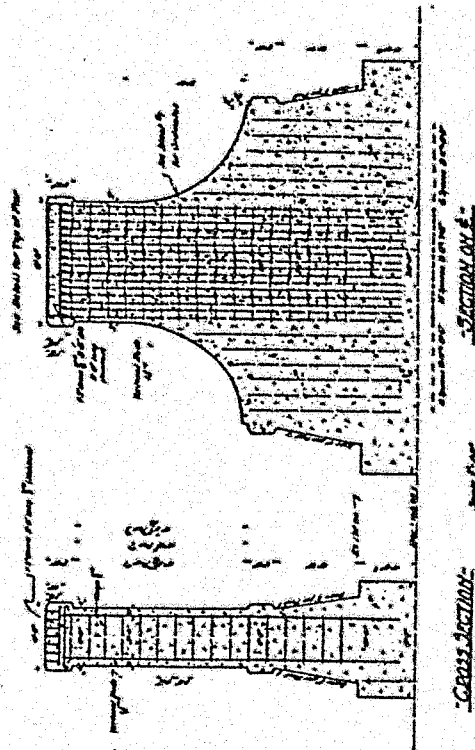
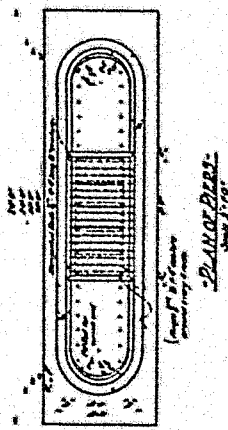
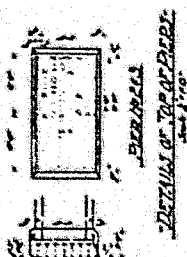
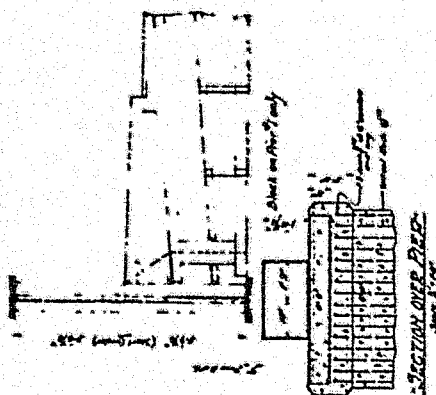


Notes:
 1. General Layout
 2. Pier
 3. Approach
 4. Detail

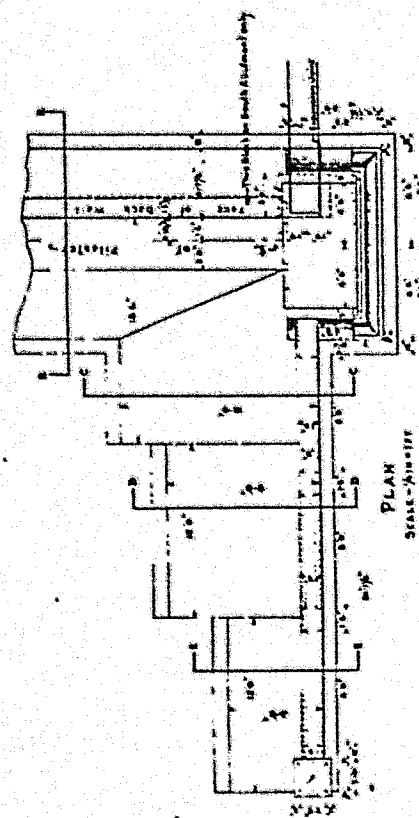
THE PENNSYLVANIA RAILROAD
 PHILADELPHIA
 O.H. BRIDGE NO.
 88TH ST. OVERPASS
 PHILADELPHIA, PA.

Notes:
 1. General Layout
 2. Pier
 3. Approach
 4. Detail

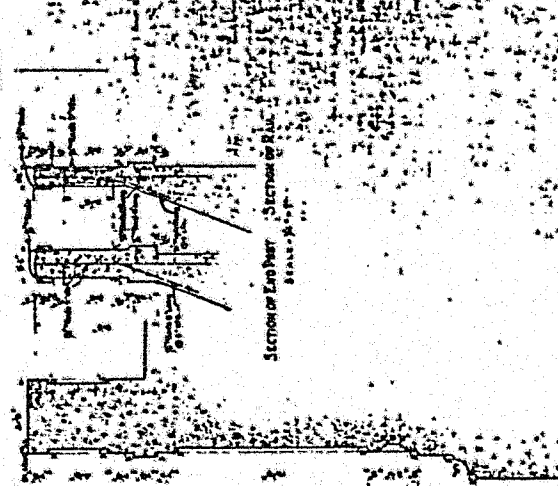
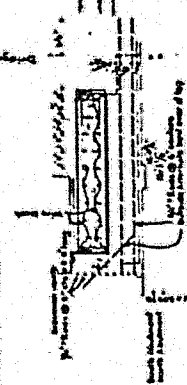
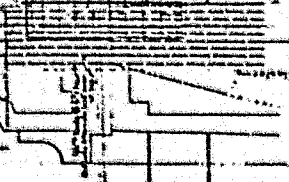
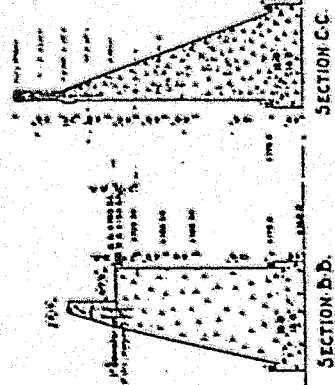
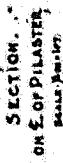
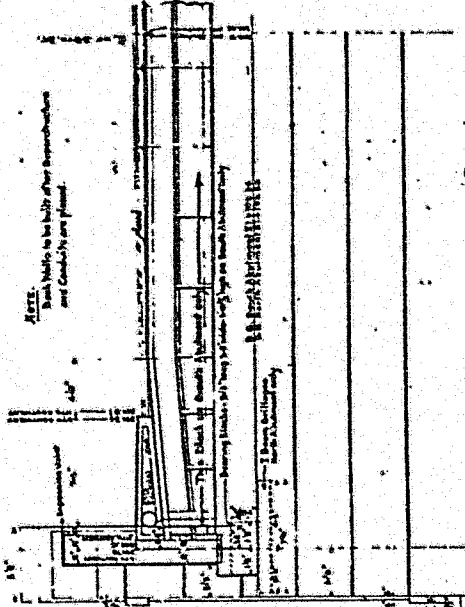
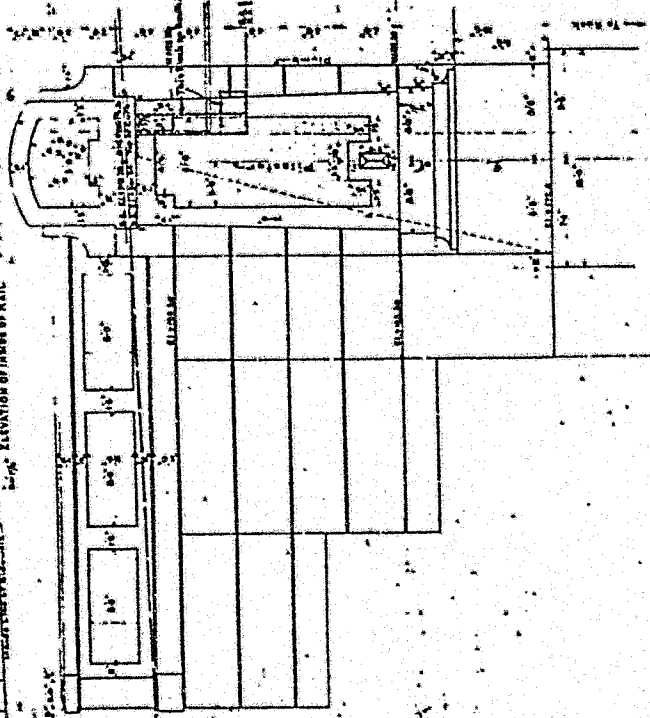
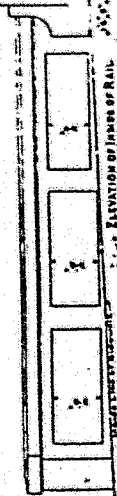
CROSS-SECTION A-A



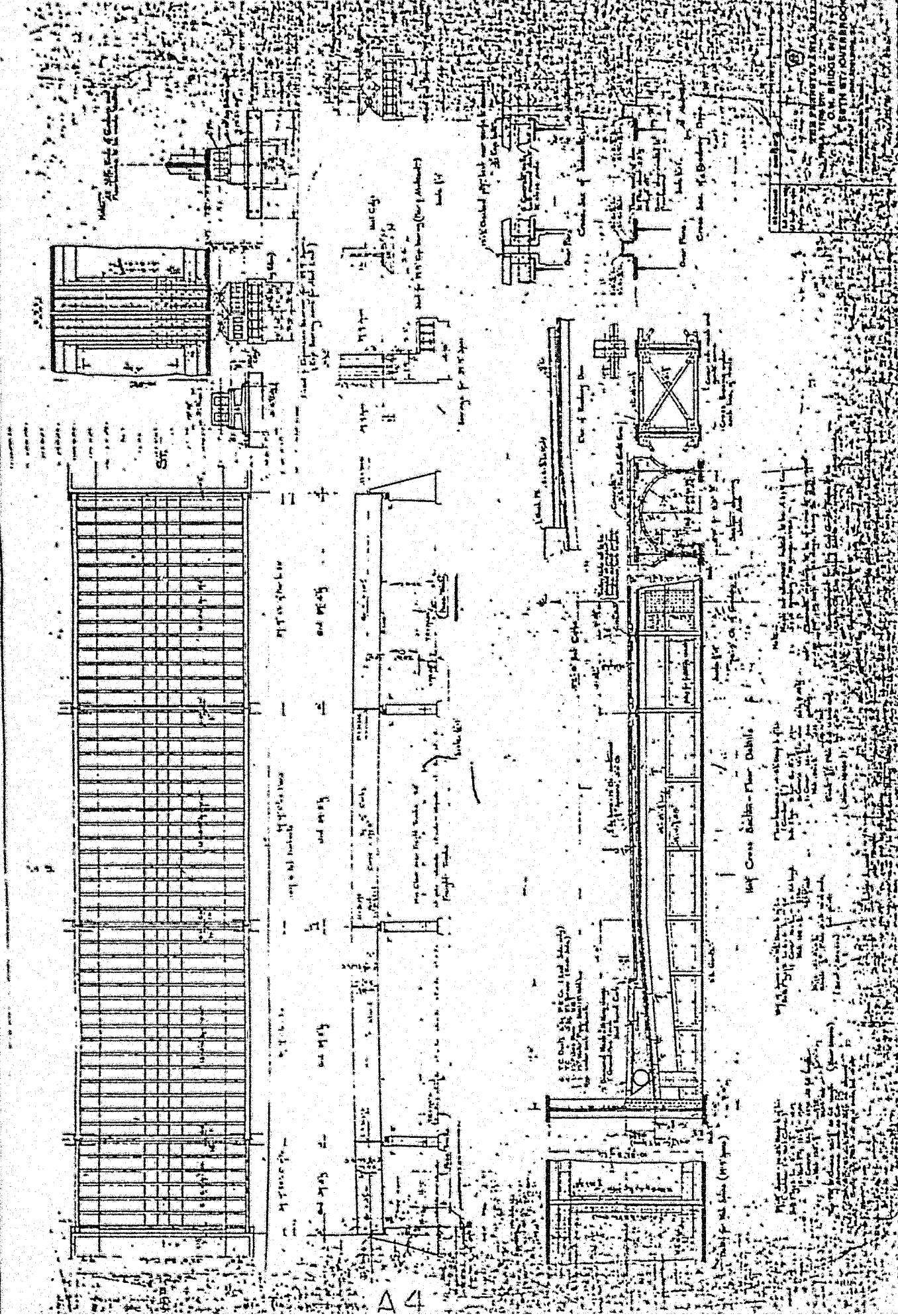
Evidence Sheet 164	23
THE PENNSYLVANIA RAILROAD PHILADELPHIA O.H. BRIDGE NO. 59TH ST. (OVERPASS) PHILADELPHIA, PA. OFFICE OF THE CHIEF ENGINEER PHILADELPHIA, PA.	



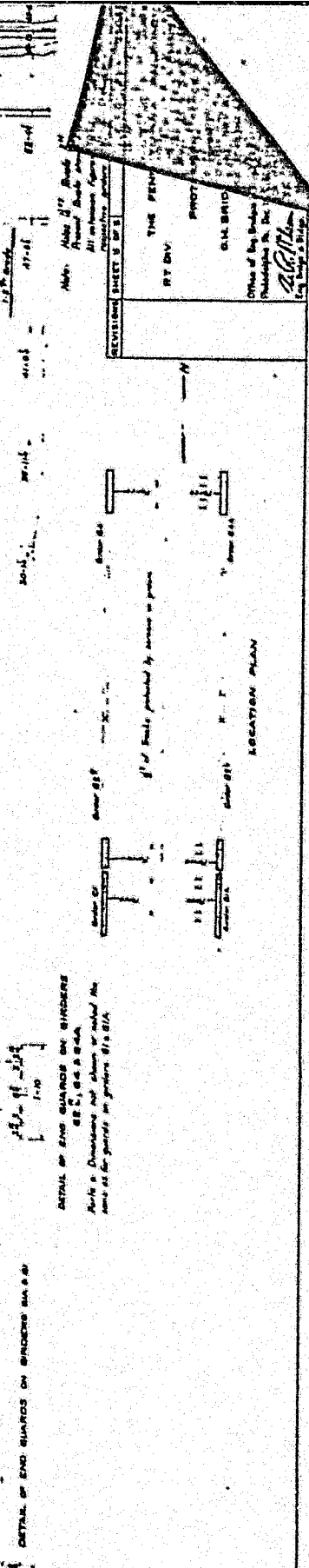
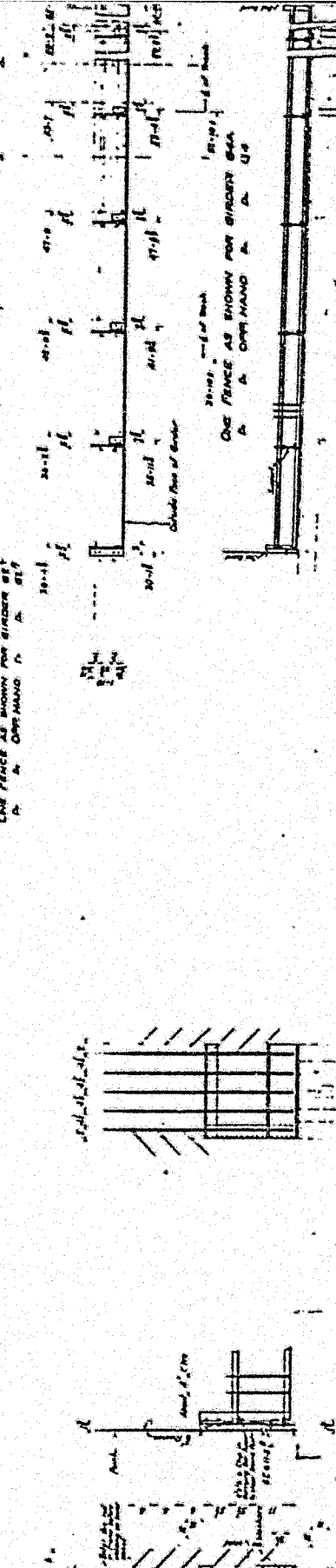
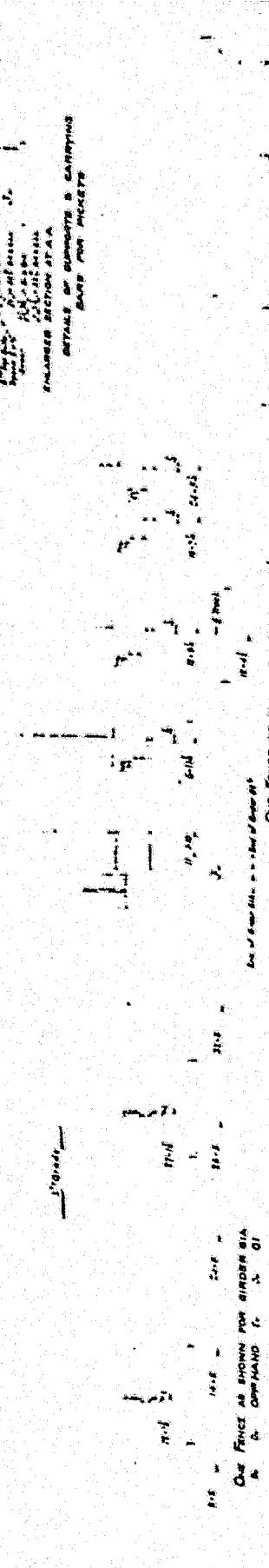
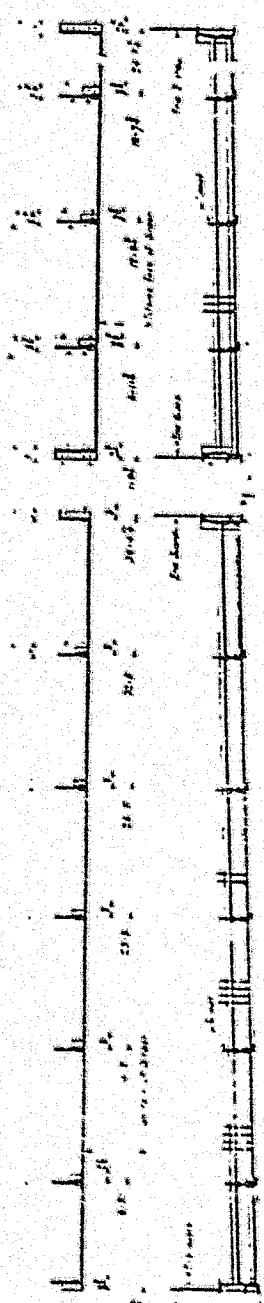
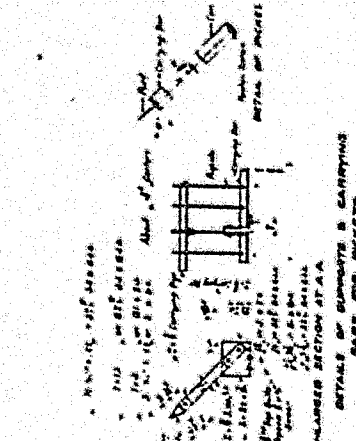
SEE SAEET 3^A
FOR CONSTRUCTION JOURNAL
OF PLANNING - NORTH AMERICA

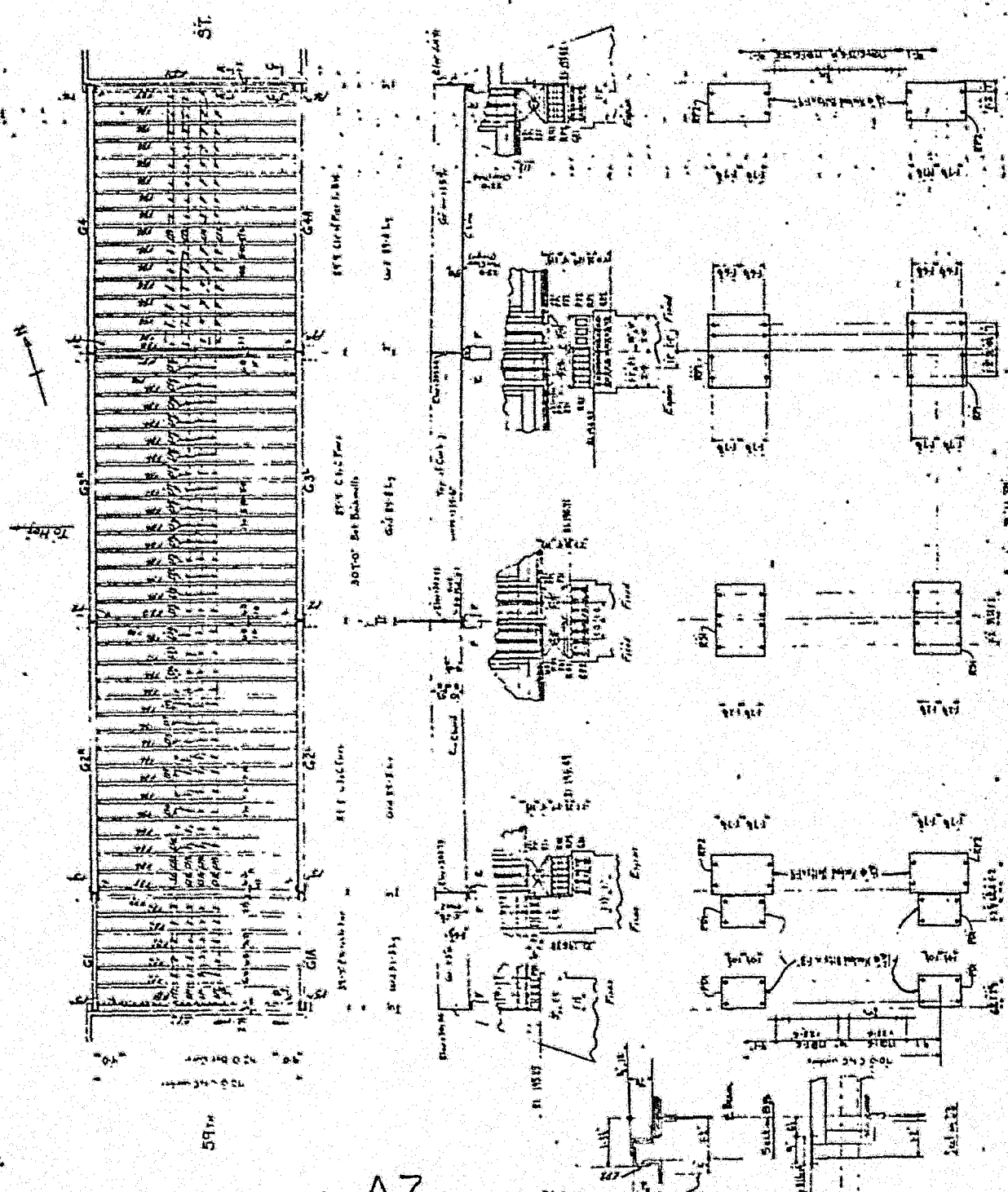


	
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THE PROPERTY OF THE
NEW YORK CITY
DEPARTMENT OF
CITY PLANNING
AND CONSTRUCTION
OFFICE OF THE
CITY PLANNING
COMMISSIONER
100 CITY HALL
NEW YORK, N. Y.
10007

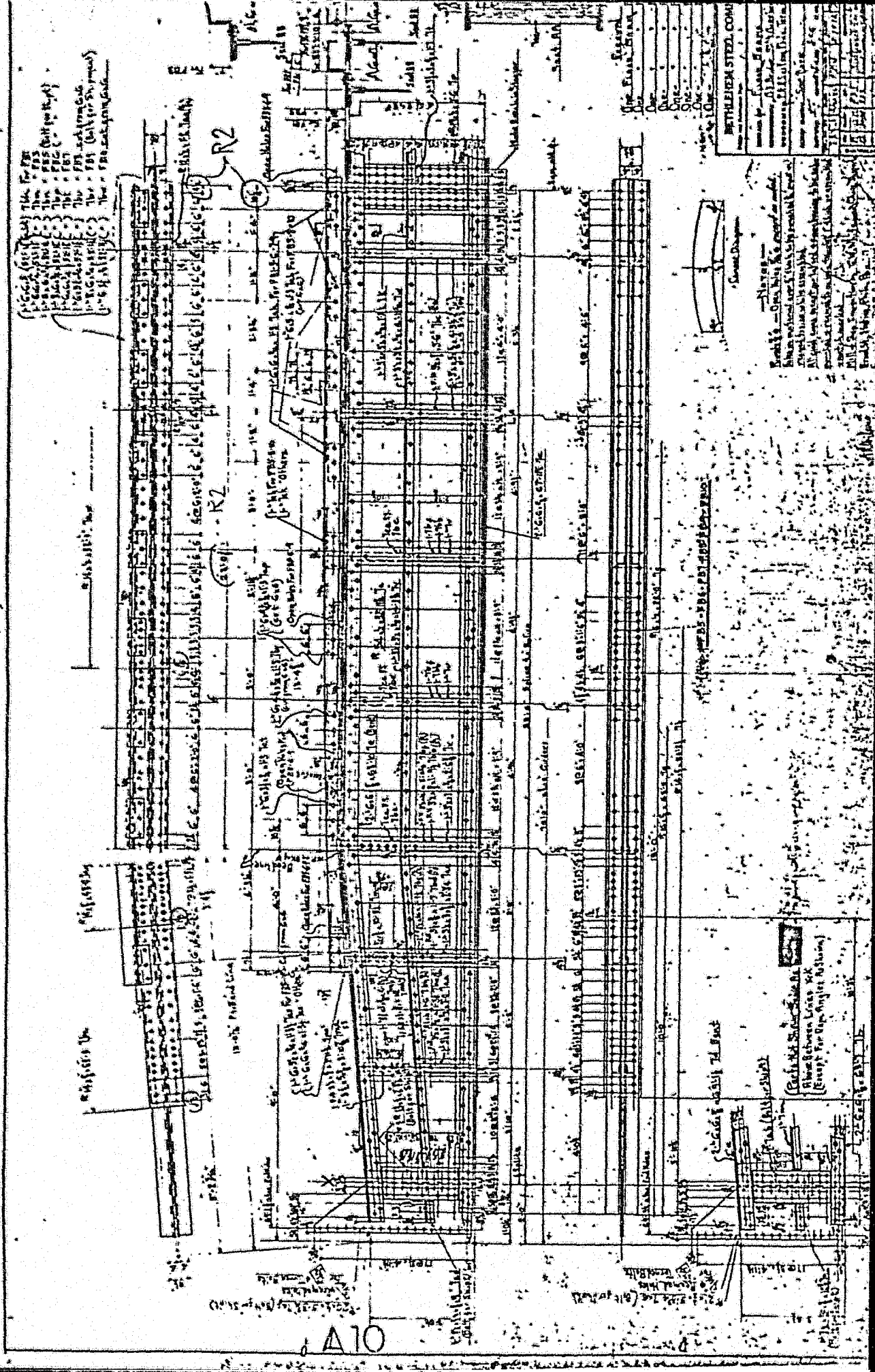


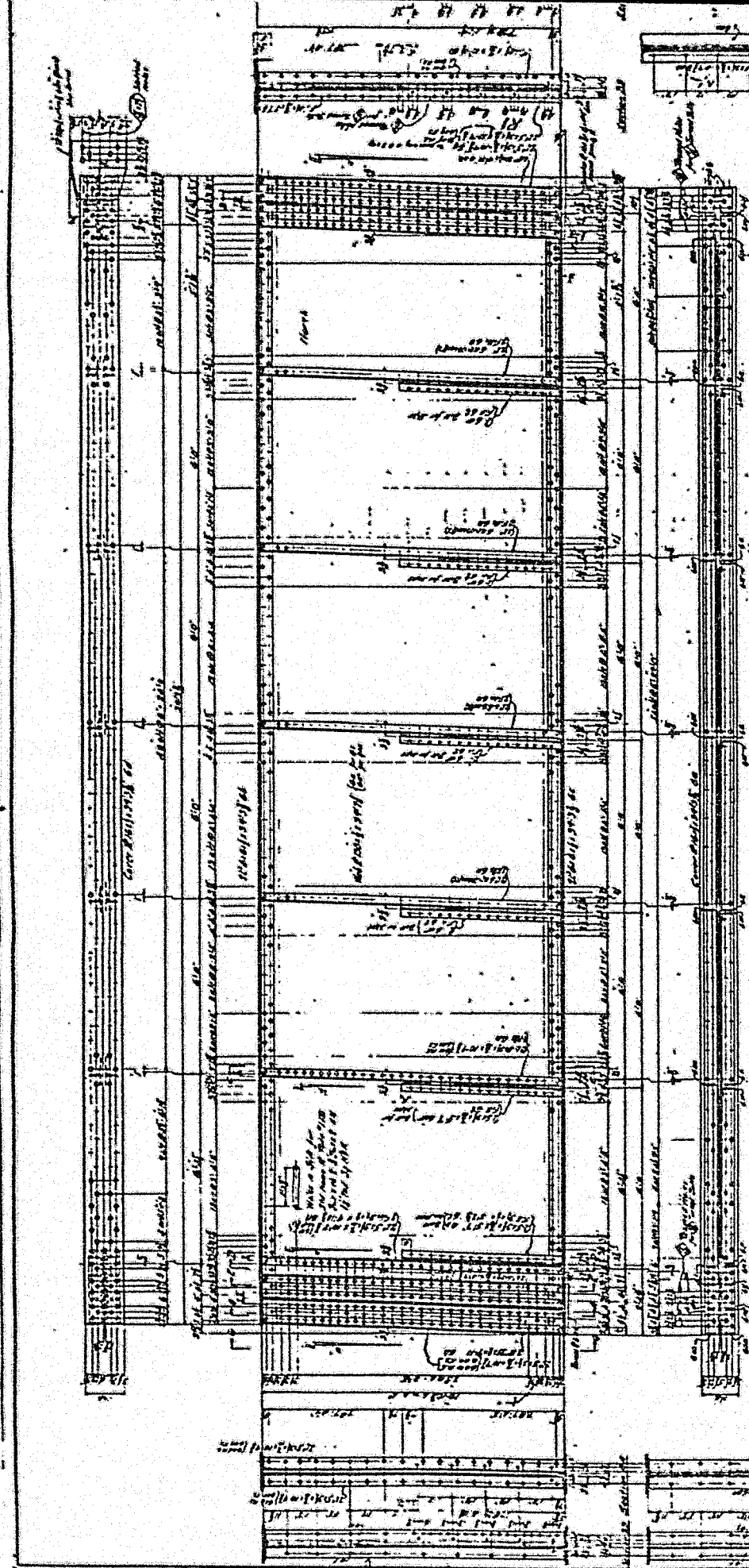


Anchor Bolts furnished by F. I. Co.
+ sent by others.

BETHLEHEM STEEL COMPANY

100





BETHLEHEM STEEL CO.	
Drawn by	Checked by
Designed by	Reviewed by
Approved by	Project Engineer
Scale	1" = 10'-0"
Sheet No.	1 of 1
Date	1918

Notes:

1. All dimensions are given in feet and inches.

2. All structural steel is to be Bethlehem Steel Co. product.

3. All connections are to be made in accordance with the specifications of the American Institute of Steel Construction, Inc.

4. The floor slab is to be reinforced with steel bars as shown on the plan.

5. The foundation is to be made of concrete and is to be designed to support the weight of the building and its contents.

6. The building is to be erected on a level site.

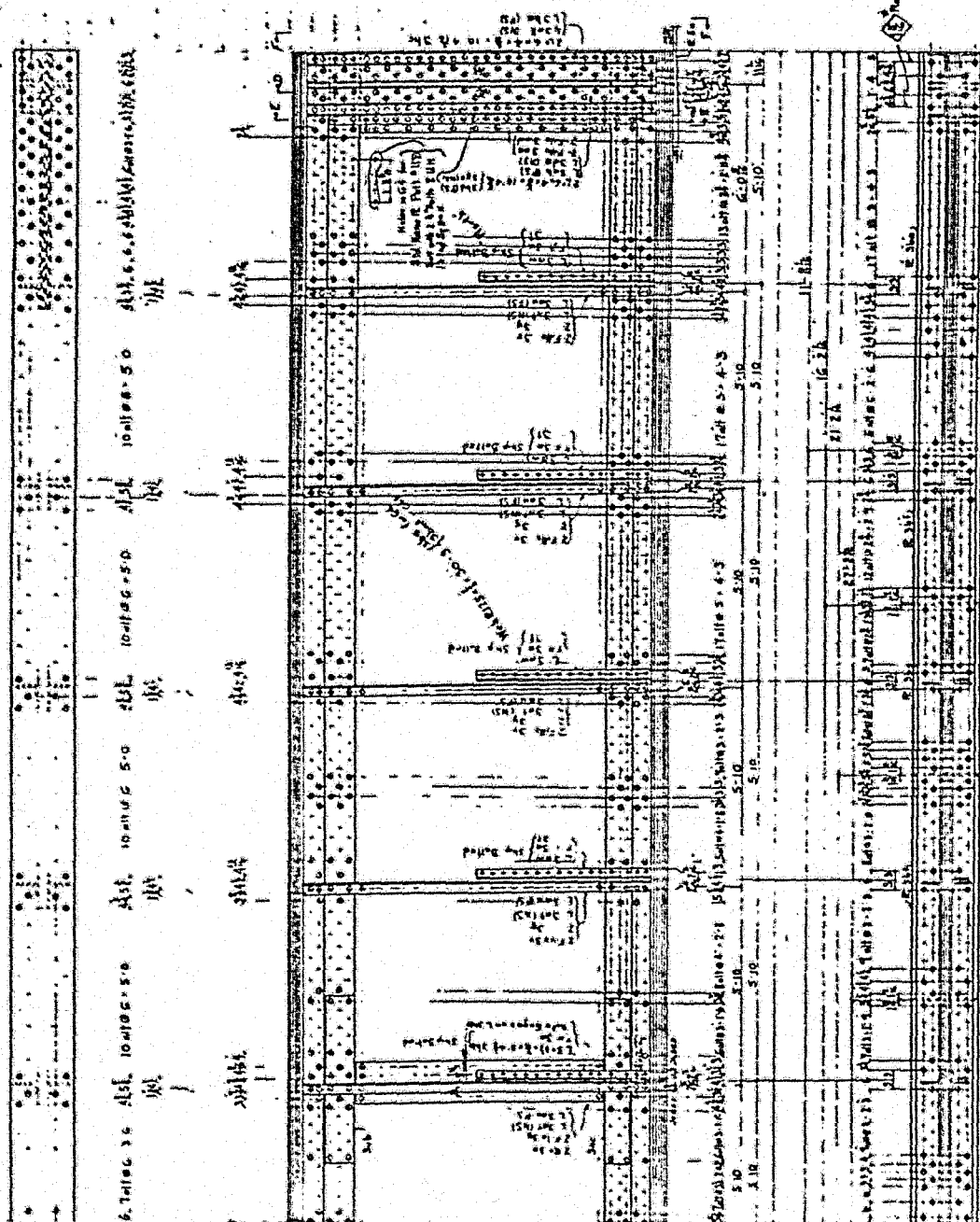
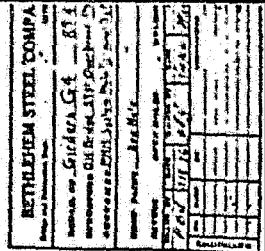
7. The building is to be painted with a suitable paint.

8. The building is to be equipped with a fire alarm system.

9. The building is to be equipped with a heating system.

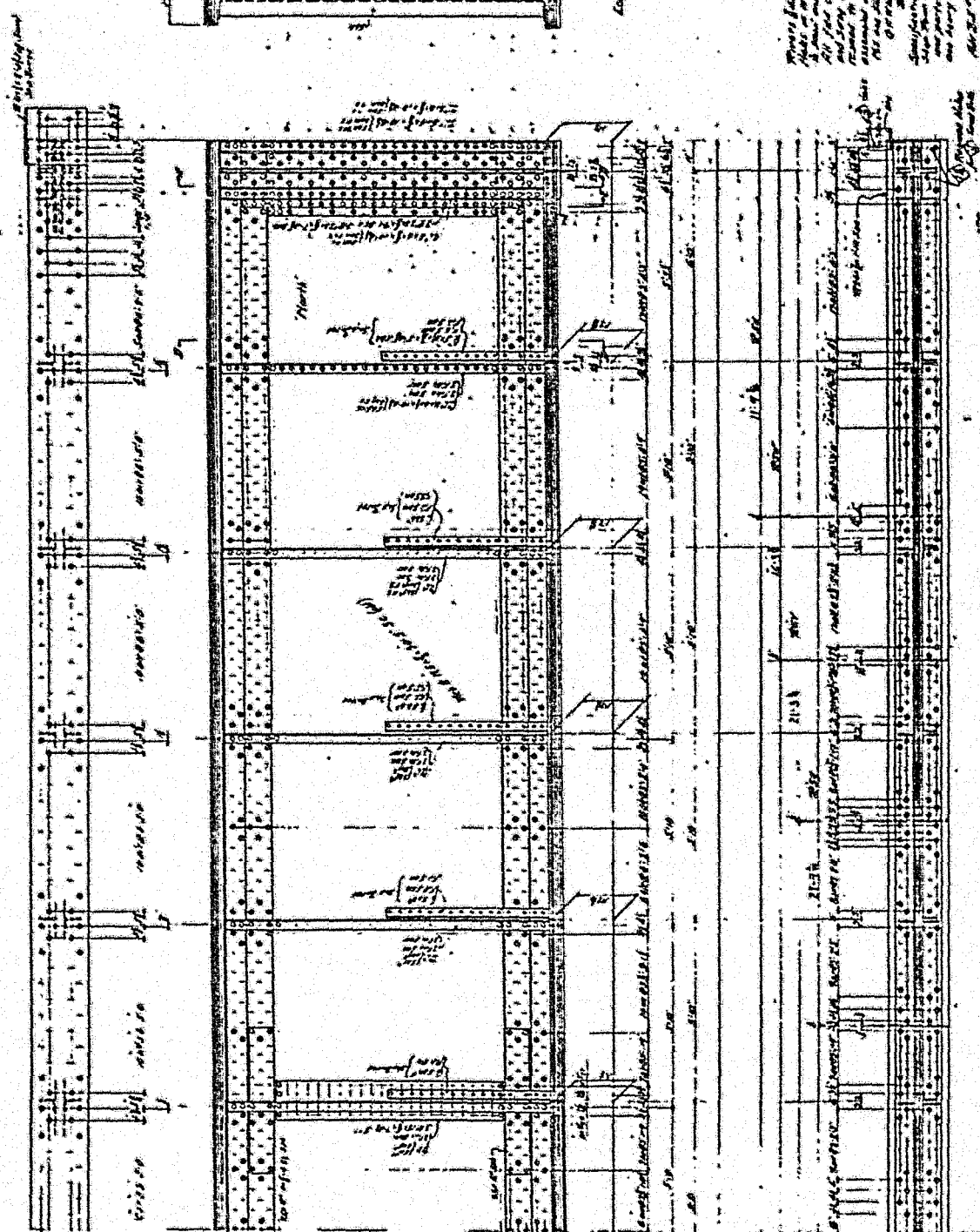
10. The building is to be equipped with a ventilation system.

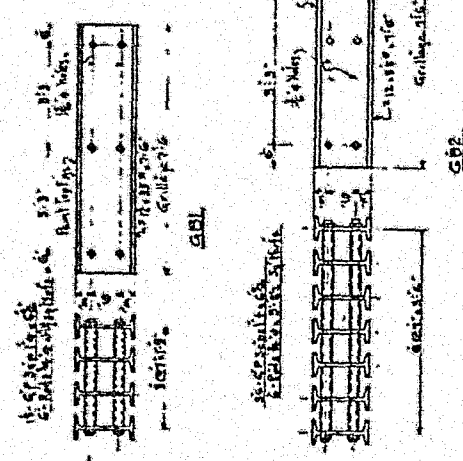
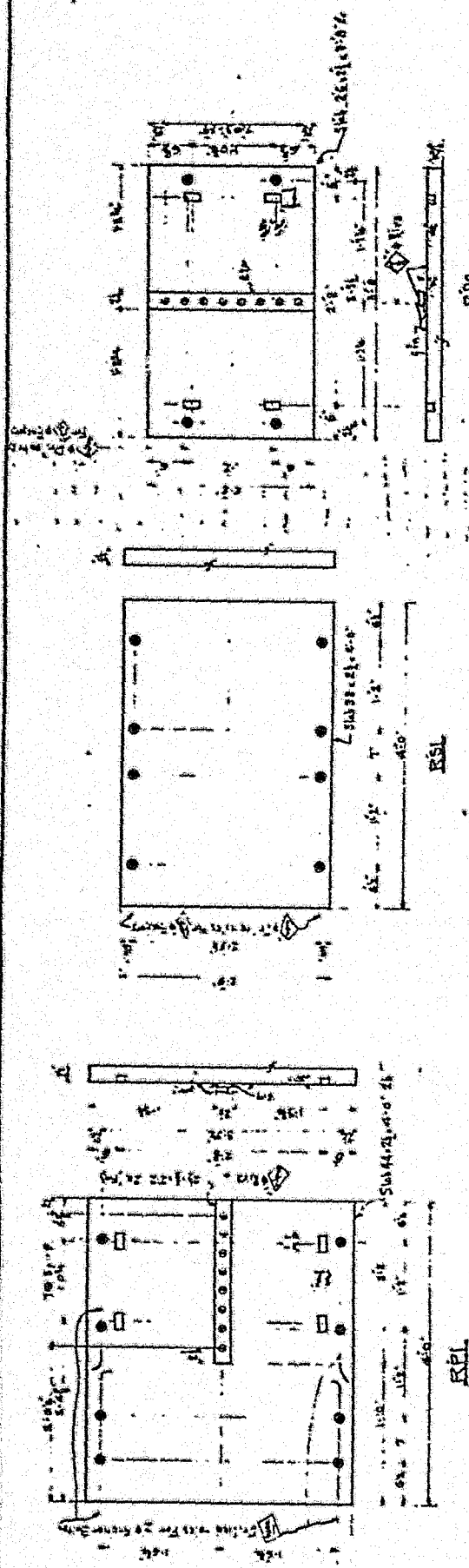
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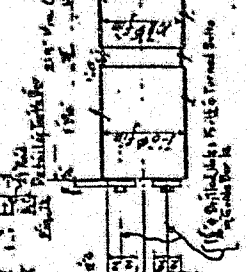
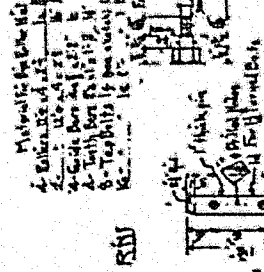
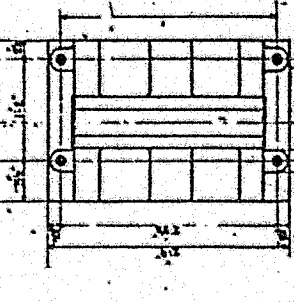
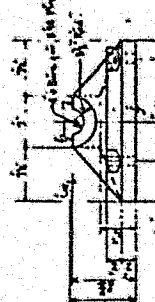
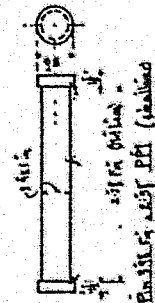
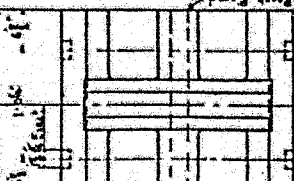
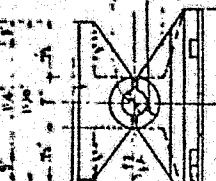
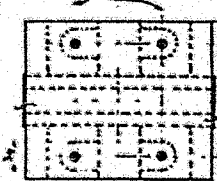
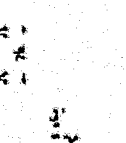
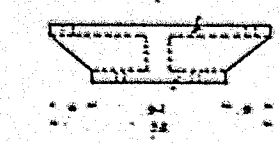
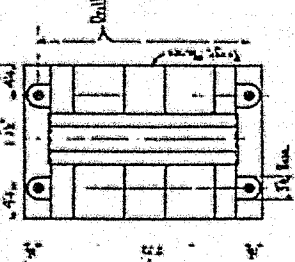
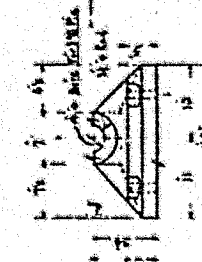
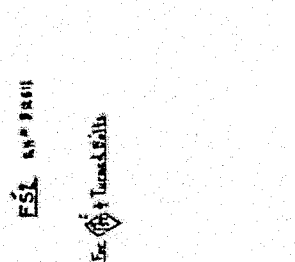
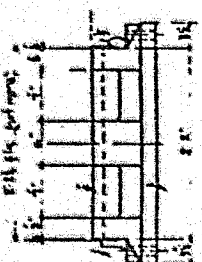
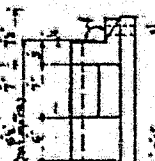
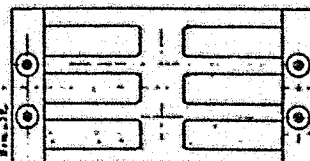
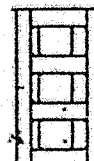
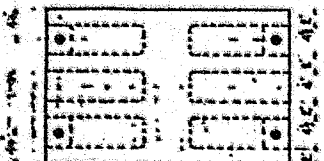
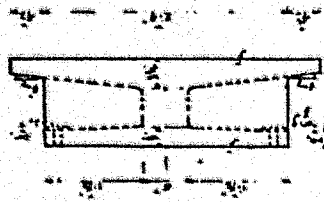




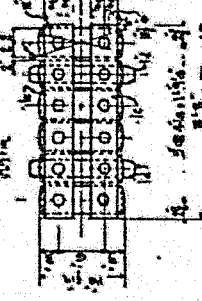
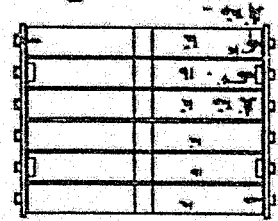
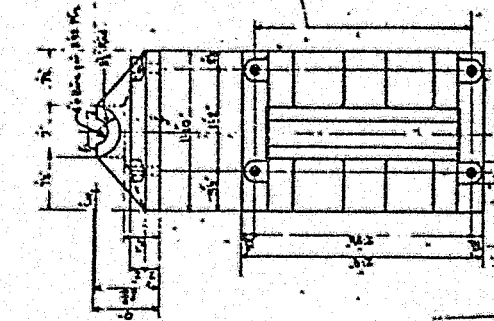
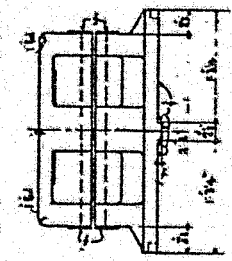
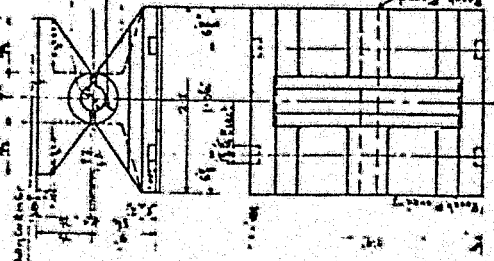
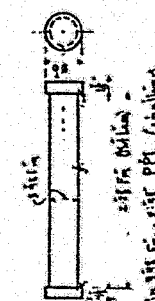
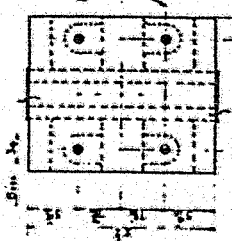
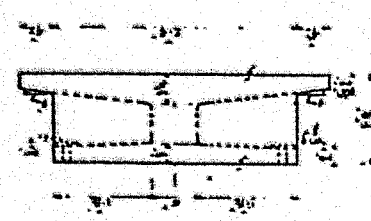
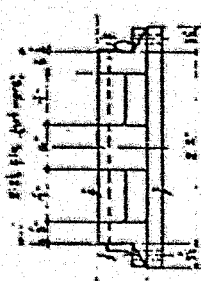
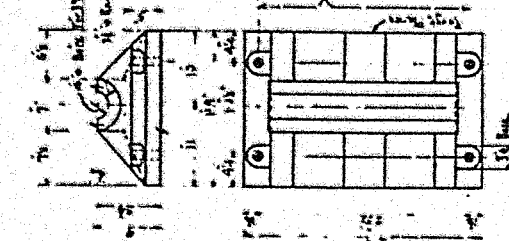
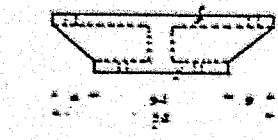
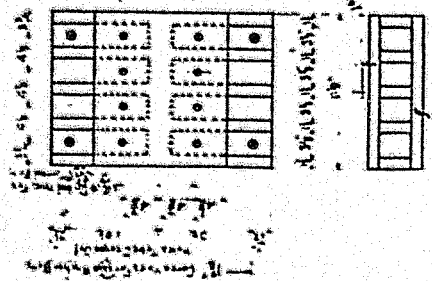
- REVISIONS
- 1. Revision: RPL
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BETHLEHEM STEEL COMP.	
Address: Bethlehem, Pa.	Phone: 234-1234
Product: Steel	Quantity: 1000
Order: 1000	Price: \$1000
Delivery: 10/1/68	Payment: 10/1/68
Notes: 10/1/68	Signature: [Signature]

Notes:
 1. This drawing is for the building of the
 2. Bethlehem Steel Company.
 3. The drawing is for the building of the
 4. Bethlehem Steel Company.
 5. The drawing is for the building of the
 6. Bethlehem Steel Company.

[illegible][illegible]

Ship Deck is One Coat of Solid Enamel Oil.
 For smoothing and pore absorber after sanding.
 one half Coat of Gel Coat and one Layer of Oil.
 Fibreglass Surfaces One Coat with Lead and Teller.
 Specifications: P.R.R. Oct 19, 1916.
 All Gelcoing this material.



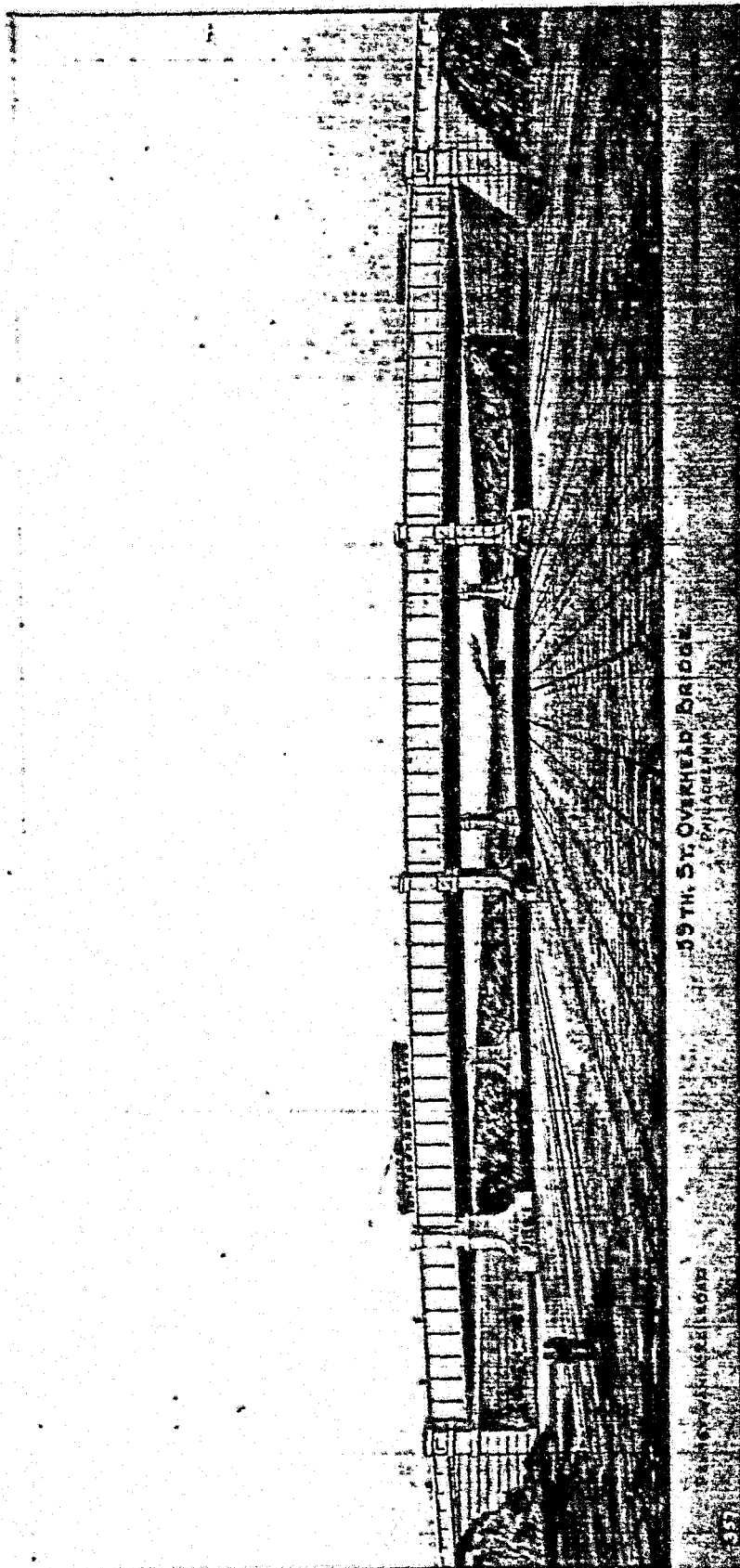
RESUME

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BATHLEIGH STEEL CO.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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APPENDIX B



POOR ORIGINAL



Bridge Approach from
North End



North End Expansion Joint
Northbound Side

POOR ORIGINAL



South End Expansion Joint
Northbound Side



Southbound Side of
same Joint

POOR ORIGINAL

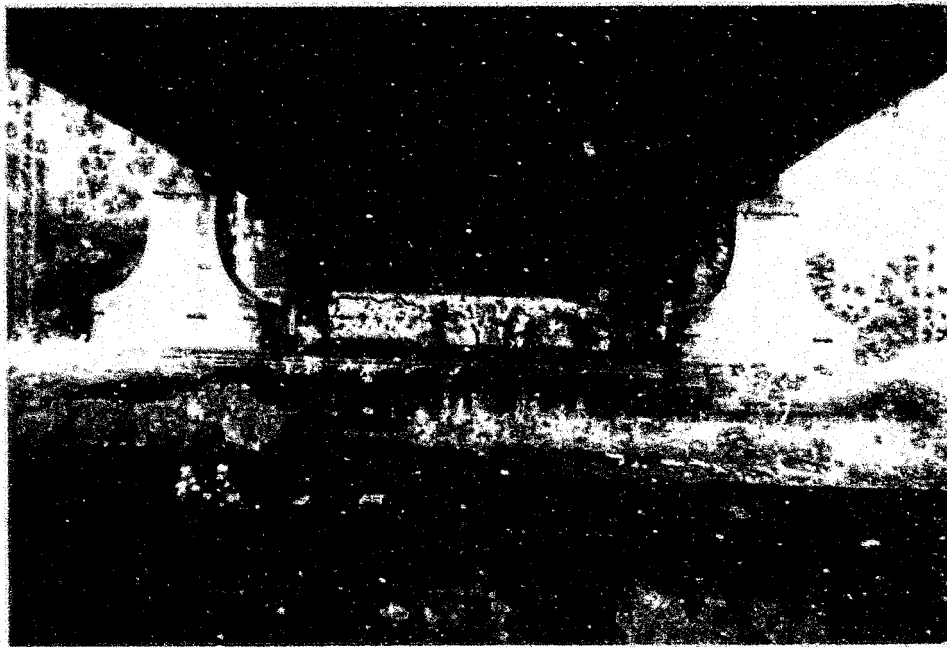


NORTH ABUTMENT



EAST END, NORTH ABUTMENT

POOR ORIGINAL

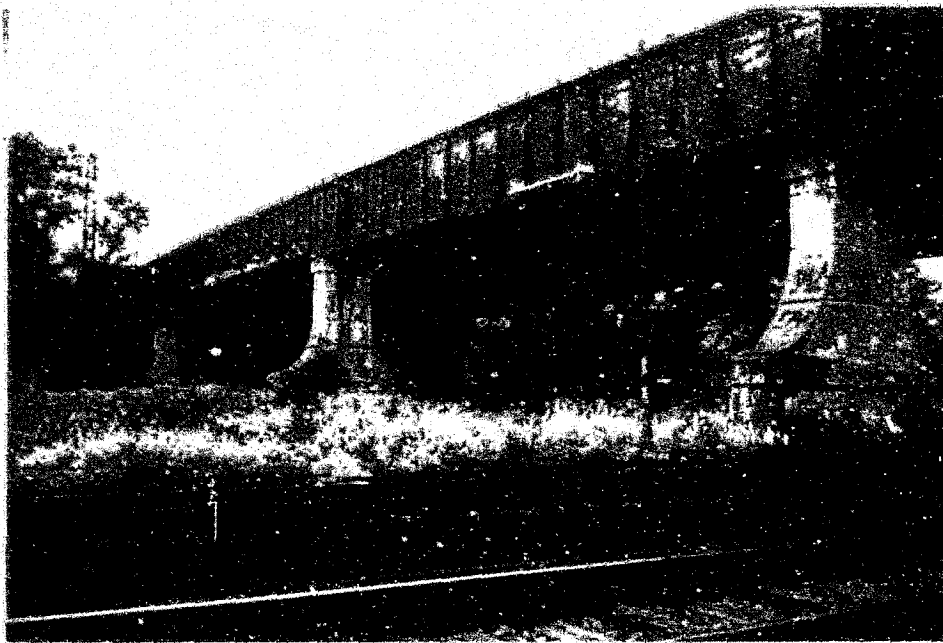


SOUTH ABUTMENT



EAST SIDE NORTHERN SPAN

POOR ORIGINAL

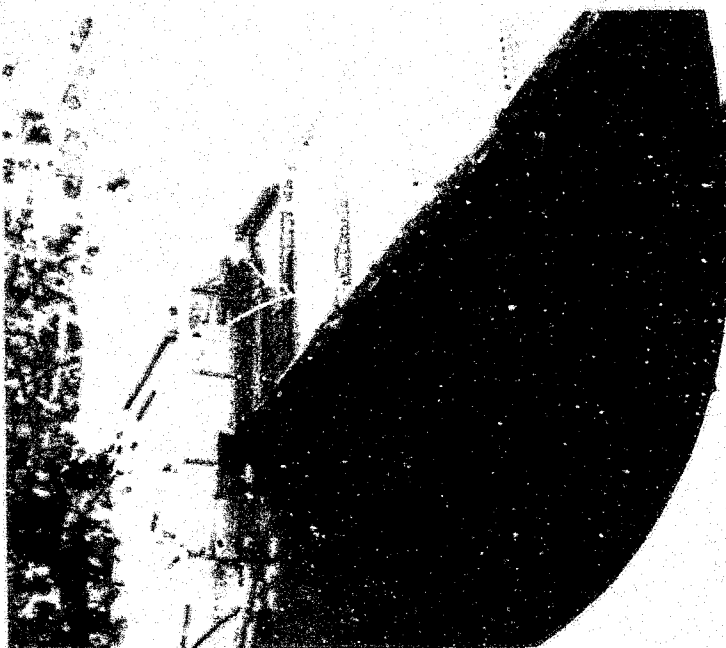


3 SOUTHERN SPANS - EAST SIDE

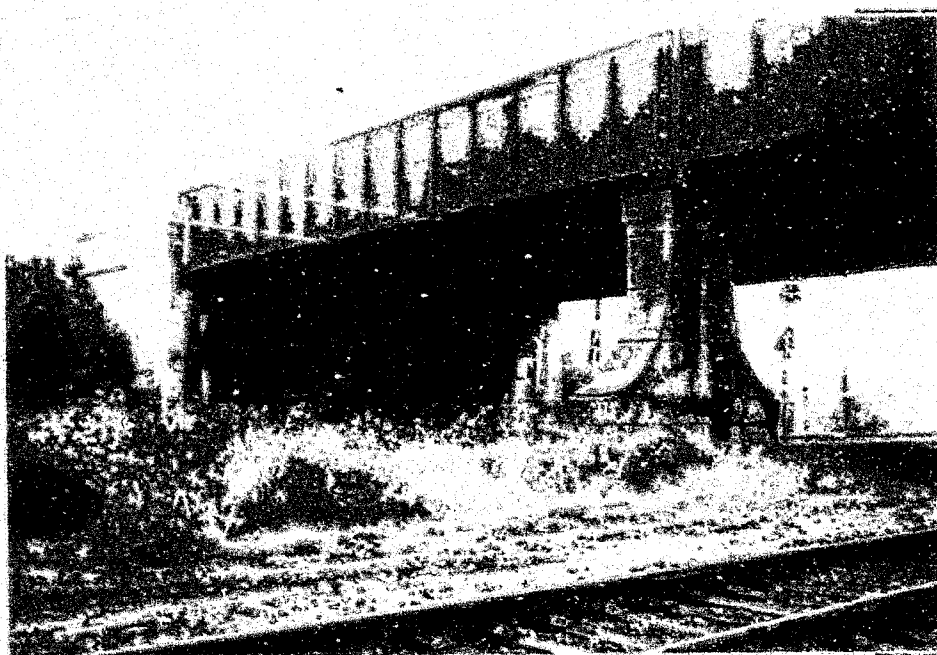


EAST GIRDER - 2nd SPAN
from NORTH

POOR ORIGINAL



SOUTH END SPAN
EAST SIDE



NORTH SPAN
WEST SIDE

POOR ORIGINAL



2 SOUTHERN SPANS
WEST SIDE



MAIN GIRDER ENCASEMENT
WEST SIDE - TRACK 2

POOR ORIGINAL

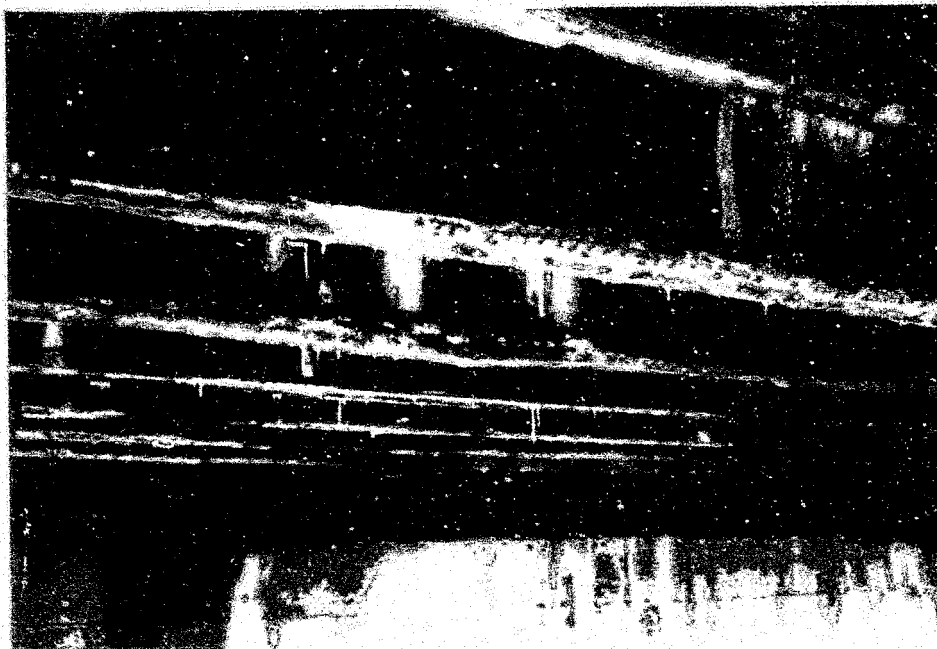


Encasement of Main Girder
West Side - Note growing moss
in Center

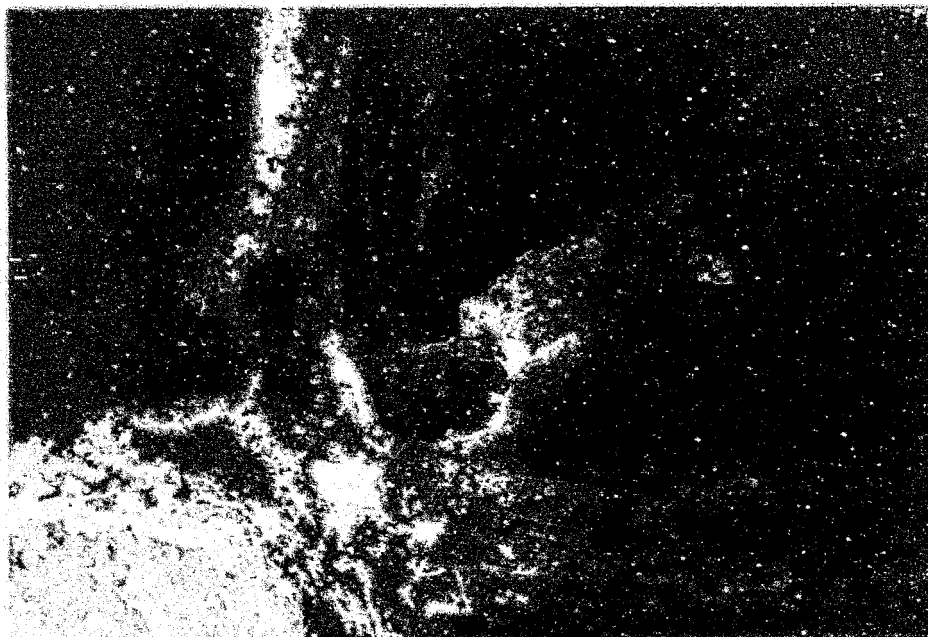


Encasement of Main Girder
Middle Span - West Side

POOR ORIGINAL

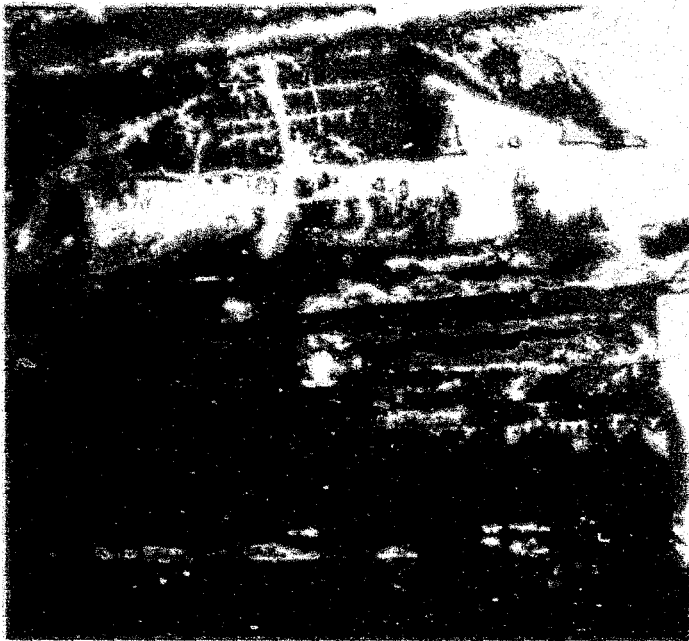


FLOOR BEAM -
NORTHERN SPAN

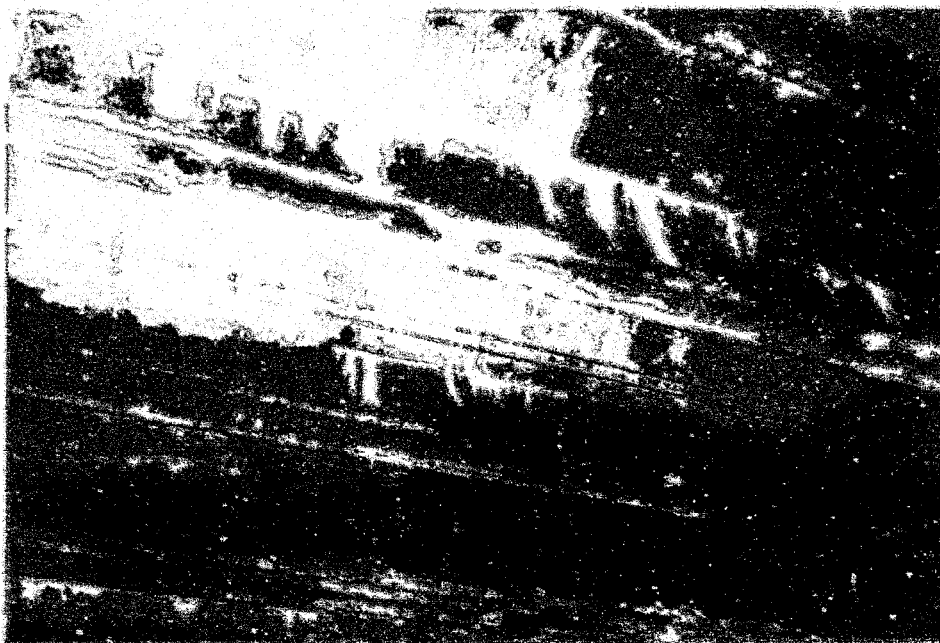


DIAPHRAGM CONNECTION
TO FLOOR BEAMS

POOR ORIGINAL

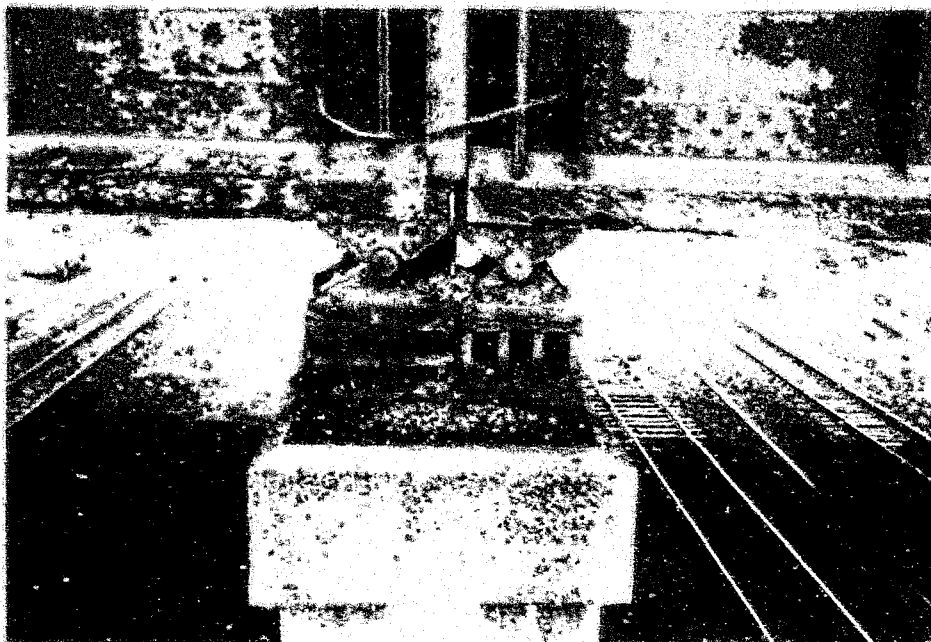


SOUTH END SPAN UNDER
EXPANSION DAM - EAST SIDE

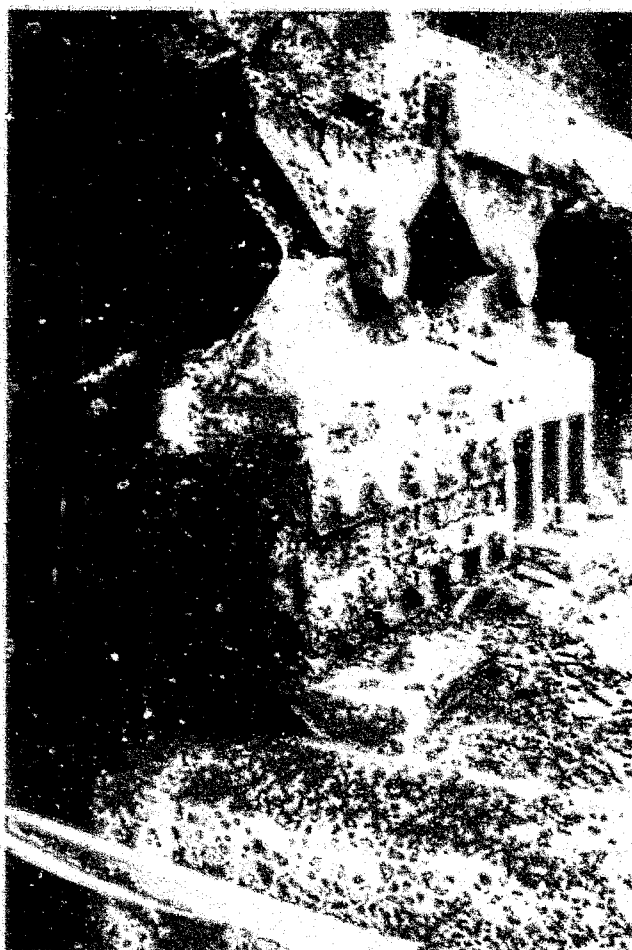


2nd SPAN FROM SOUTH END-ARCHES

POOR ORIGINAL



NESTED ROLLERS & FIXED
BEARING PIER 1 - EAST SIDE



CLOSE-up of same Bearing

POOR ORIGINAL

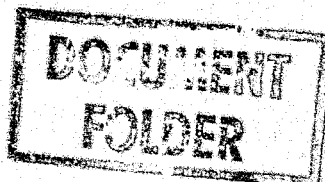
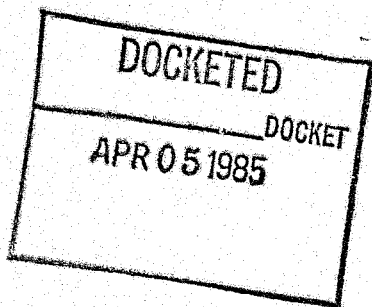


CITY OF PHILADELPHIA

LAW DEPARTMENT
15th Floor, Municipal Services Building
Philadelphia, Pa. 19102

BARBARA W. MATHER,
City Solicitor

GERALD T. CLARK,
Deputy City Solicitor
215-686-5251



April 1, 1985

RECEIVED

APR 4 1985

SECRETARY'S OFFICE
Public Utility Commission

Jerry Rich, Secretary
Pennsylvania Public Utility Commission
Post Office Box 3265
Harrisburg, Pennsylvania 17120

RE: INVESTIGATION INTO THE RAIL
HIGHWAY CROSSING CARRYING 59TH
STREET OVER AND ABOVE GRADE OF
THE TRACKS OF AMTRAK
DOCKET NO: I-830373

Dear Secretary Rich:

On March 5, 1985, the City of Philadelphia received a copy from AMTRAK of the "Detailed Inspection Report for the Bridge Carrying 59th Street over the Tracks of AMTRAK in the City of Philadelphia, Philadelphia, Pennsylvania; PA. PUC I-83-0373".

A review of the above inspection report, which was prepared by AMTRAK pursuant to Order adopted by the PUC on April 26, 1984, shows that AMTRAK has failed to address the areas set forth in Paragraph 2, sub-paragraphs 1, 2 and 3 of the April 26, 1984 Order.

The Detail Inspection Report (hereafter referred to as Report) fails to make any statement or comment on the "effect" of any deterioration. The Report also fails to state whether any repairs are required, and if required, there are no estimates or time frames for any repairs. (Requirements of Paragraph 2, sub-paragraph 1 of the PUC Order).

Mr. Jerry Rich,
Secretary - PUC
April 1, 1985
Page 2

This Report fails to make an engineering analysis of the structural members of the bridge to determine the load carrying capacity. The Opinion stated by AMTRAK on page 17 of the Report is not supported with any design computations and no member-by-member analysis, capacity or a recommendation of overall load carrying capacity. An engineering analysis, in order to be of value, must be in conformance with recognized standards such as AASHTO's Manual for Maintenance Inspection of Bridges, latest edition. This engineering analysis is required by paragraph 2, sub-paragraph 2 of the April 26, 1984 Order.

The requirements of paragraph 2 sub-paragraph 3 of the April 26, 1984 Order is also not addressed in the Report. AMTRAK's only comment with respect to requirement of paragraph 2, sub-paragraph 3 is that the City and AMTRAK should jointly inspect the structure on an annual basis. Without the complete engineering analysis, AMTRAK can not give the required specific recommendations.

It must be pointed out that the structure (59th Street Bridge) which is the subject of this Pa. PUC investigation was originally constructed by the Pennsylvania Railroad. Since the construction in 1927, the railroad has always had responsibility for the maintenance of this structure, with the exception of the approach roadway curbs and sidewalk (all off-structure).

AMTRAK's conclusion in the summary of the Report, (page 2) that:

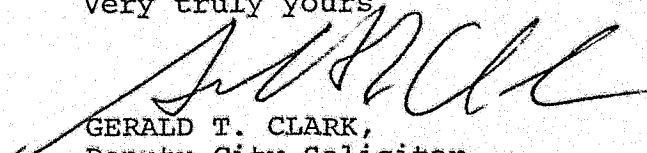
"When and if repairs or replacement is necessary, the City should take the lead to effect the work to provide for the safety and convenience of the traveling public",

is totally without any legal basis.

Mr. Jerry Rich,
Secretary - PUC
April 1, 1985
Page 3

Therefore, because of the deficiencies and/or omissions in the Report, the City of Philadelphia feels that the Commission should be made aware of its concerns.

Very truly yours



GERALD T. CLARK,
Deputy City Solicitor

GTC:ddb

cc: Ray Peteritas, Director, Bureau of Rail Transportation
Harold Cohen, Esquire
James D. Leasure, Chief Bridge Engineer

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17120
May 1, 1985

In re: I-830373

(See attached list)

Investigation upon the Commission's own motion into the matters pertaining to the proper service, accommodation, convenience and safety of the traveling public using the rail-highway crossing carrying 59th Street over and above the grade of the tracks of National Railroad Passenger Corporation in the City of Philadelphia, to determine the condition, disposition and responsibility for maintenance of the existing crossing structure.

NOTICE

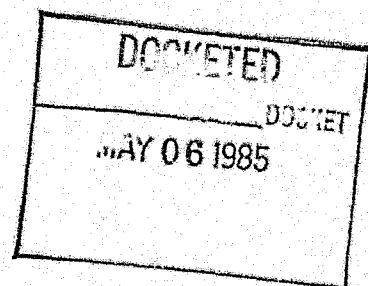
This is to inform you that a further hearing on the above captioned case will be held Tuesday, June 18, 1985, at 10:00 a.m., in Room 1306, Philadelphia State Office Building, Broad and Spring Garden Streets, Philadelphia, Pennsylvania.

Each party in interest is requested to submit testimony commenting on Amtrak's detailed inspection report submitted to the Commission on March 12, 1985, and the allocation of costs of all work performed by the parties in complying with the Commission's order entered May 1, 1984, including the final allocation of future maintenance of the subject bridge.

We are enclosing herewith, a list of questions, prepared by our Bureau of Rail Transportation, indicating information to be developed at the hearing, along with other relevant testimony.

If any party intends to offer prepared written testimony, such testimony must be served upon each participant of record no less than twenty (20) days prior to this hearing.

You are advised that if you fail to appear at the hearing, the hearing will proceed without you. In that event, it is possible that you or your client will have issues determined against you and that you might be assigned positive duties or be required to pay money and will have waived any objection thereto.



The presiding officer in this proceeding will be Administrative Law Judge Joseph Klovekorn. Judge Klovekorn can be contacted at 1302 Philadelphia State Office Building, Broad and Spring Garden Streets, Philadelphia, Pennsylvania 19130; telephone (215) 351-2105.

If you intend to file exhibits, please be advised that two copies of all hearing exhibits to be presented into evidence must be submitted to the Reporter and an additional copy should be furnished to the presiding officer and each party of record.

Enclosure

cc: Judge Klovekorn
Law Bureau
Bureau of Rail Trans.
Mr. Bramson
Ms. Dickson
Ms. Crouse
File Room

I-830373 - Parties of Record:

Richard Herskovitz, Assistant Counsel
Pa. P.U.C., Law Bureau
P. O. Box 3265
Harrisburg, Pennsylvania 17120

Gerald T. Clark, Deputy City Solicitor
City of Philadelphia, Law Department
15th Floor, Municipal Services Bldg.
Philadelphia, Pennsylvania 19107

Harold K. Cohen, Esquire
National Railroad Passenger Corporation
524 Suburban Station Building
Philadelphia, Pennsylvania 19103

Edward H. Huss, Esquire
Southeastern Pennsylvania Transportation
Authority
130 South Ninth Street, Fifth Floor
Philadelphia, Pennsylvania 19107

Daniel F. Donovan, General Attorney
Consolidated Rail Corporation
1138 Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

Spencer A. Manthorpe, Chief Counsel
Pennsylvania Department of Transportation
521 Transportation & Safety Building
Harrisburg, Pennsylvania 17120

Rudolph A. Chillemi, Esquire
Philadelphia Electric Company
2301 Market Street
Philadelphia, Pennsylvania 19101

Gabrielle L. Strich, Corporate Counsel
Philadelphia Gas Works
1800 North Ninth Street
Philadelphia, Pennsylvania 19122

William L. Leonard, General Counsel
The Bell Telephone Company of Pennsylvania
One Parkway
Philadelphia, Pennsylvania 19102

QUESTIONS AND PROCEDURES

1. National Railroad Passenger Corporation (Amtrak) shall submit testimony describing in detail its detailed inspection report submitted March 12, 1985 in compliance with the Commission's order entered May 1, 1984.
2. Amtrak shall submit testimony describing its recommendation based on the findings in its report and what portion of any work and cost thereof that it will agree to perform and bear; and what portion of the work and cost thereof that should be performed and borne by each of the other parties hereto.
3. Amtrak shall submit into record a detailed itemized statement of the actual costs it incurred in furnishing material and performing work in accordance with the Commission's order entered May 1, 1984.
4. Amtrak shall submit testimony as to what portion, if any, of those costs thus incurred that it will agree to bear; and what portion, if any, of the total costs of constructing the improvement that it will agree to bear; and what portion, if any, of the costs of future maintenance that it will agree to bear; and what portions, if any, of said construction, maintenance and costs thereof that should be performed and borne by each of the other parties hereto.
5. City of Philadelphia shall submit testimony commenting on Amtrak's detailed inspection report and what recommendation would the City suggest based on said report and what portion of the work and cost thereof that it will agree to perform and bear; and what portion of the work and cost thereof that should be performed and borne by each of the other parties hereto.
6. City of Philadelphia shall submit into record a detailed itemized statement of the actual costs it incurred in furnishing material and performing work in accordance with the Commission's order entered May 1, 1984.
7. City of Philadelphia shall submit testimony as to what portion, if any, of those costs thus incurred that it will agree to bear; and what portion, if any, of the total costs of constructing the improvement that it will agree to bear; what portion, if any, of the costs of future maintenance that it will agree to bear; and what portions, if any, of said construction, maintenance and costs thereof that should be performed and borne by each of the other parties hereto.

8. Southeastern Pennsylvania Transportation Authority (SEPTA) and Consolidated Rail Corporation (Conrail) each shall submit testimony commenting on Amtrak's detailed inspection report and what recommendation, if any, would it suggest based on said report and what portion of the work and costs thereof that it will agree to perform and bear; and what portions of the work and costs thereof that should be performed and borne by each of the other parties hereto.
9. SEPTA and Conrail each shall submit into record any costs it may have incurred in furnishing material and performing work in accordance with the Commission's order entered May 1, 1984.
10. SEPTA and Conrail each shall submit testimony as to what portion, if any, of those costs thus incurred that it will agree to bear; and what portion, if any, of the total costs of constructing the improvement that it will agree to bear; and what portion, if any, of the costs of future maintenance that it will agree to bear; and what portions, if any, of said construction, maintenance and costs thereof that should be performed and borne by each of the other parties hereto.
11. Philadelphia Electric Company, Philadelphia Gas Works and The Bell Telephone Company of Pennsylvania shall submit answers to Questions 9 and 10 as if same were posed to it.
12. Query as to whether any of the interested parties or any other party desires to submit any additional relevant testimony.

CITY OF PHILADELPHIA

LAW DEPARTMENT
Fifth Floor, Municipal Services Building
Philadelphia Pa. 19102-1692

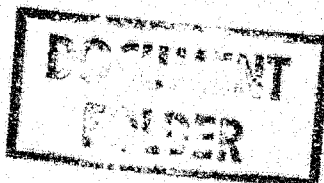
June 5, 1985

Jerry Rich, Secretary
Pennsylvania Public Utility Commission
Post Office Box 3265
Harrisburg, Pennsylvania 17120

RECEIVED

JUN 10 1985

Re: 59th Street Bridge over AMTRAK
Philadelphia, Pennsylvania
Docket No. I 830373



SECRETARY'S OFFICE
Public Utility Commission

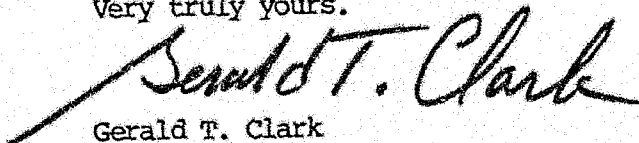
Dear Secretary Rich:

Pursuant to the Commission Order dated May 1, 1984 please find a detailed summary of the expenses incurred by the City of Philadelphia.

Attached to the detailed summary are the Exhibits 2, 3, 11, 12, 13, 14, 15, 16 and 17 which describe in detail the expenses.

A copy of this detailed summary and the attached exhibits has been forwarded to all parties of record and to Administrative Law Judge, Joseph J. Klivehorn.

Very truly yours.



Gerald T. Clark
Deputy City Solicitor

enclosures

cc: All Interested parties.

RECEIVED

100-443887-100

Docket No:
I 830373

Costs Incurred by the
City of Philadelphia in
Material, Labor, and Equipment
Pursuant to the PUC Order

I. March 2, 1983 to March 22, 1983

DOCKETED
DOCKET
JUN 11 1985

**EXHIBENT
FOLDER**

Bridge Maintenance Unit	\$8,801.18
1st Highway Maintenance District	\$ 458.63
Total Labor	<u>\$9,259.81</u>

Bridge Maintenance Unit.	\$1,100.02
	\$ 31.40
Total Equip.	<u>\$1,131.42</u>

The specific details of the expenses incurred by the Bridge
 nce Unit, and 1st Highway Maintenance District are attached as City
 2.

II. July 7, 1983 to July 29, 1983

(A) LABOR		
Bridge Maintenance Unit.		\$2,867.37
1st Highway Maintenance District		\$ 489.82
	Total Labor	\$3,357.19
(B) EQUIPMENT		
Bridge Maintenance Unit.		\$ 353.00
1st Highway Maintenance District		\$ 51.25
	Total Equip.	\$ 404.25
(C) MATERIAL		
Bridge Maintenance Unit.		\$ 35.53
1st Highway Maintenance District		114.65
	Total Material	\$ 150.18

July 1983	Labor Total	\$3,357.19
	Material Total	\$ 404.25
	Equipment Total	\$ 150.18
	July 1983 Grand Total	\$3,911.62

The specific details of the expenses incurred by the Bridge Maintenance Unit and 1st Highway Maintenance District are attached as City Exhibit 3

III. Contractor for the City of Philadelphia

Belbold Construction Corporation	
1609 Havford Street	
Post Office Box 1126	
Bristol, Pennsylvania 19007	\$102,024.60

Work started:	December 3, 1984
Work completed:	December 20, 1984
Final Inspection:	January 3, 1985
Work Accepted by City:	January 3, 1985

A copy of the contract between the City of Philadelphia and Belbold Construction Corporation is attached as City Exhibit 11

IV. Administration and Inspection by Bridge Maintenance Unit.

May 1984 to January 1985	Total	\$16,373.54
--------------------------	-------	-------------

The specific details of the expenses incurred by the Bridge Maintenance Unit for Administration and Inspection between June 17, 1984 and January 1985 are attached as City Exhibit 12

V. April 2, 1984, April 3, 1984, and June 9, 1984 Bridge Maintenance Unit

Labor	\$2,245.02
Material	\$ 219.86
Equipment	\$ 161.00
TOTAL	\$2,625.88

Specific details of the expenses incurred by the Bridge Maintenance Unit for labor, material and equipment for April 2, 1984, April 3, 1984, and June 9, 1984 are attached as City Exhibit 13

VI. July 1, 1983 to January 18, 1985

Expenses incurred by 1st Highway Maintenance District for the repair of potholes and to secure steel slates on the 59th Street Bridge.

TOTAL \$2,196.54

The specific details of the expenses incurred by the 1st Highway Maintenance District for the repair of potholes and to secure the steel plates in the roadbed of the 59th Street Bridge between July 1983 and January 18, 1985 are attached as City Exhibit 14.

VII Work performed by Bridge Engineering Division.

October 1983, March 1984, April 1984, and January 1985.

TOTAL \$2,332.53

The specific details of the expenses incurred by Bridge Engineering Division in October 1983, March 1984, April 1984, and January 1985 are attached as City Exhibit 15.

VIII Work performed by Traffic Engineering for posting and removing detours.

Labor	\$429.42
Material	\$409.44
Equipment	42.00
TOTAL	\$808.86

The specific details of the expenses incurred by the Traffic Engineering for the posting and removing the detours is attached as City Exhibit 16.

IX. Water Department

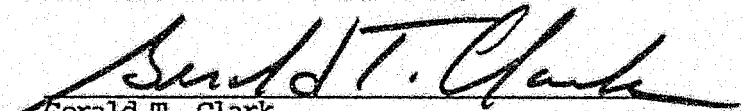
Inter Department
charges

TOTAL \$128.00

The specific details of the expenses incurred by the Water Department are attached as City Exhibit 17.

<u>TOTAL EXPENSES</u>		
Item	I	\$11,168.49
Item	II	3,911.62
Item	III	102,024.60
Item	IV	16,373.54
Item	V	2,625.88
Item	VI	2,196.54
Item	VII	2,332.53
Item	VIII	808.86
Item	IX	128.00
TOTAL EXPENSES		\$141,507.06
INCURRED BY THE		
CITY OF PHILADELPHIA		

The City of Philadelphia hereby certifies that it has incurred a grand total of \$141,507.06 in expenses and seeks this amount from AMTRAK.



Gerald T. Clark
Deputy City Solicitor
Attorney for the City of Philadelphia

CERTIFICATION OF SERVICE

I hereby certify that I have this day of May 1985, served a true copy of the City of Philadelphia detail costs and the Exhibits 2, 3, 11, 12, 13, 14, 15, 16 and 17 inclusive upon each person listed in accordance with the requirements of 52 Pa. Code §1.54 and §1.55.

Honorable Joseph Klovehorn
Administrative Law Judge
Penna Public Utility Commission
Room 1302
State Office Building
Philadelphia, Pennsylvania 19130

Conrail
Suite 1138
Six Penn Center
Philadelphia, Pennsylvania 19130

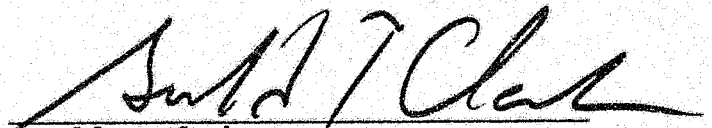
Harold K. Cohen, Esquire
524 Suburban Station Building
Philadelphia, Pennsylvania 19103

Rudolph A. Chilleni, Esquire
2301 Market Street
Philadelphia, Pennsylvania 19101

Richard S. Herskovitz, Esquire
Staff Counsel
Penna Public Utility Commission
P.O. Box 3265
Harrisburg, Pennsylvania 17120

Stephen Dittman, Esquire
522 Transportation and Safety
Building
Philadelphia, Pennsylvania 17120

Edward H. Huss, Esquire
500 Edison Building
130 South 9th Street
Philadelphia, Pennsylvania 19107


Gerald T. Clark
Deputy City Solicitor
Attorney for the City of Philadelphia
1530 Municipal Services Building
Philadelphia, Pennsylvania 19102

☐ INDIVIDUAL
☐ PARTNERSHIP
☒ CORPORATION

84-4359

In re Contract of BELBOLD CONTRACTING CORP.

STATE OF PENNSYLVANIA, }
CITY AND COUNTY OF PHILADELPHIA } ss.

Before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in the City and County of Philadelphia, personally appeared Alfred J. Beljan

who being duly sworn according to law, doth depose and say, That he is BELBOLD CONTRACTING CORP. President

for all the work of completing and performing the work for replacement of the expansion dams on 59th Street bridge over AMTRAK and doing all appurtenant and other work as ordered and required by the Department of Streets

under contract with the City of Philadelphia, dated the 10th day of August, A. D. 1984, and that he/they has/have fully complied with all the terms and conditions of the Workmen's Compensation Act in reference to the liability insurance for his/their employees, and also has/have fully complied with all the terms, provisions and conditions of the Act of Assembly, approved July 18th, A. D. 1917, and its Supplements and Amendments, relating to the Compensation Insurance and has/have secured insurance.

Sworn and subscribed before me, this 10th
day of August, A. D. 1984
V. Louise Byer
Notary Public

V. LOUISE BYER
NOTARY PUBLIC OF PA.
Bristol Twp., Bucks County, Pa. 19055
28-49 (Rev. 3/88) My Commission Expires April 4, 1987

Alfred J. Beljan

EXHIBIT II

84-4359

Know all Men by these Presents, THAT WE,
BELBOLD CONTRACTING CORP.

Principal (hereinafter called the Principal Obligor), and **INSURANCE COMPANY OF NORTH AMERICA**

Surety, are jointly and severally held and firmly bound unto The City of Philadelphia for the use of any and every person, co-partnership, association or corporation interested, in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)

lawful money of the United States of America, to be paid to the said City of Philadelphia, its successors and assigns for the use of any and every person, co-partnership, association or corporation interested, to which payment, well and truly to be made we do bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

Scaled with the **CORPORATE** seal of the said

BELBOLD CONTRACTING CORP.

and with the corporate seal of the said

INSURANCE COMPANY OF NORTH AMERICA

duly attested by the proper officers thereof.

Dated the 10th day of August

in the year of our Lord one thousand nine hundred and EIGHTY FOUR (1984).

WHEREAS, the above bounden Principal Obligor, in and by a certain contract with The City of Philadelphia, of even date herewith, agreed to complete and perform the work for the replacement of the expansion dams on 59th Street bridge over AMTRAK and do all appurtenant and other work as ordered and required by the Department of Streets

in strict and exact accordance with a certain proposal and specifications attached thereto and made a part thereof.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal Obligor shall and will promptly pay or cause to be paid to any and every person, co-partnership, association or corporation, all sums of money which may be due for material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in the prosecution of the work covered by the above mentioned contract, whether or not the said material, equipment, machinery, public utility services, or labor enter into and become component parts of the work or improvement contemplated, including inter alia (a) all material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in preparing the site for the performance of the work covered by said contract, (b) equipment, machinery, public utility services, labor, shoring, sheathing and blasting supplies and other materials used on the site in doing such excavating as may be necessary or required to institute or perform the work specified in the contract, and (c) all material furnished, equipment or machinery rented, services rendered by public utilities and labor supplied or performed in the prosecution of work of repair or of maintenance required by or performed under the terms of said contract, then this obligation to be null and void; otherwise, to be and remain in full force and virtue.

It is understood and agreed that every person, co-partnership, association or corporation who, whether as sub-contractor or otherwise, has furnished material, rented equipment or machinery rendered services or supplied or performed labor in the prosecution of the work above mentioned and described, and who has not been paid therefor, may sue in assumpsit on this bond, in the name of The City of Philadelphia, for his, their, or its use, and prosecute the same to final judgment, for such sum or sums as may be justly due him, them, or it and have execution thereon: PROVIDED, HOWEVER, That The City of Philadelphia shall not be liable for the payment of any costs or expense of any suit.

It is likewise understood and agreed that no such suit shall be commenced prior to ninety (90) days from the date upon which the said person, co-partnership, association, or corporation furnished, leased, rented, rendered services, supplied or performed the last of the material or labor for which the said claim is made; and every such suit shall be commenced not later than one (1) year from the date of final settlement under the said contract with The City of Philadelphia.

It is also understood and agreed that any such person, co-partnership, association or corporation, who has no contractual relationship, express or implied, with the Principal Obligor, shall not have a right of action upon this bond, unless the said person, co-partnership, association or corporation shall have given written notice to said Principal Obligor, or to his, their, or its surety, not later than ninety (90) days from the date on which the said person, co-partnership, association or corporation furnished, leased, rented, rendered services, supplied or performed the last of the material or labor for which the said claim is made, stating, with substantial accuracy, the amount claimed and the name of the party with whom the said person, co-partnership, association or corporation contracted. Said notice shall be served either in the manner now or hereafter provided by law for the service of a summons, save that service need not be made by the sheriff, or by mailing said notice by registered mail, postage prepaid, in an envelope addressed to the Principal Obligor at the Principal Obligor's last known place of business or residence, or to the surety at any of its offices or places of business.

The undersigned Principal Obligor and Surety, for themselves and each of them, their and each of their heirs, executors, administrators, successors and assigns, further agree, jointly and severally, that no modification, alteration, addition or extension of the terms of the above mentioned contract or alteration, addition or diminution of the work to be done under it above mentioned and described, and no forbearance on the part of either the City or of the Principal Obligor to the other, either by the grant of an extension of time for the performance of the contract, of the payments to be made under it, or otherwise, shall be deemed to release the undersigned or either of them, their or either of their heirs, executors or administrators, successors or assigns, from respective liability hereunder; notice to said surety of any such modification, alteration, addition, extension, diminution and/or forbearance hereby being waived.

It is understood and agreed that the term "Principal Obligor" as used herein shall be construed to include both singular and plural, and shall be deemed to include and designate each and every of the individuals, co-partnership, associations and artificial body of persons, who have entered into the above mentioned contract with The City of Philadelphia, who have been designated above as "Principal," and who other than the surety have signed and executed this present Indenture.

Signed, sealed and delivered
in the presence of:

BELBOLD CONTRACTING CORP. (SEAL)

Alfred J. Bogen

President/Vice President

(SEAL)

Marj B. Bimbold

Secretary/Treasurer

(SEAL)

INSURANCE COMPANY OF NORTH AMERICA

R. H. Shepherd, Jr.

R. H. Shepherd, Jr.

ATTORNEY-IN-FACT

84-4359

Know all Men by these Presents, THAT WE,
BELBOLD CONTRACTING CORP.

Principal (hereinafter called the Principal Obligor), and.....
INSURANCE COMPANY OF NORTH AMERICA

Surety, are jointly and severally held and firmly bound unto The City of Philadelphia, in the sum of
ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)

lawful money of the United States of America, to be paid to the said City of Philadelphia, its successors and assigns; to which payment, well and truly to be made, we do bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with the..... **CORPORATE**..... seal of the said

.....**BELBOLD CONTRACTING CORP.**.....

.....and with the corporate seal of the said
INSURANCE COMPANY OF NORTH AMERICA

.....duly attested by the proper officers thereof.

Dated the..... **10th**..... day of..... **August**.....

in the year of our Lord one thousand nine hundred and Eighty...**FOUR**..... (1984).

WHEREAS, the above bounden Principal Obligor , in and by a certain contract with The City of Philadelphia, of even date herewith, agreed to complete and perform the work for the replacement of the expansion dams on 59th Street bridge over AMTRAK and do all appurtenant and other work as ordered and required by the Department of Streets in strict and exact accordance with a certain proposal and specifications attached thereto and made a part thereof

as is in said contract more fully set forth.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal Obligor shall and do well and truly, in all respects, comply with all the terms, conditions and covenants contained in the above-mentioned contract, and shall and do pay unto The City of Philadelphia upon demand, any and all loss, damage and expenses which the said City may or shall sustain by reason of the failure of the said Principal Obligor to comply with the terms of the said contract, it being hereby understood and agreed

that the decision of the.....**COMMISSIONER - STREETS**.....
as to such failure in complying with the terms of the said contract and as to the amount of loss or damage sustained by reason thereof, being binding and conclusive upon the parties hereto, then this obligation to be null and void; otherwise, to be and remain in full force and virtue.

The undersigned Principal Obligor and Surety hereby agree that no modification of the terms of the above-mentioned contract or alteration in the work to be done under it, and no forbearance on the part of either the City or of the contractor to the other, either by the grant of an extension of time for the performance of the contract or otherwise, shall be deemed to release the undersigned or either of them, their or either of their heirs, executors, administrators or assigns, from their liability hereunder, notice to the Surety of any such modification, alteration, extension or forbearance hereby being waived.

And we do for ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, hereby authorize and empower the City Solicitor of Philadelphia or any other attorney of any court of record in Pennsylvania or elsewhere by him deputized for the purpose, upon the filing of this instrument or a copy thereof, duly attested as correct by the City Solicitor of Philadelphia, to appear for us or either of us, our or either of our heirs, executors or administrators, successors or assigns, and in our names or in the name of either of us, our or either of our heirs, executors or administrators, successors or assigns, confess a judgment against us or either of us, our or either of our heirs, executors, administrators, successors or assigns, in favor of The City of Philadelphia, for the sum named in this bond, without defalcation, with costs of suit, release of errors, and with five per centum added for collection fees; hereby waiving the benefit of all exemption laws and the holding of inquisition on any real estate that may be levied upon by virtue of such judgment, voluntarily condemning such real estate and authorizing the entry of such condemnation upon any writ of fieri facias and agreeing that said real estate may be sold under the same; and further waiving all errors, defects and imperfections whatsoever in the entering of the said judgment or any process thereon, and hereby agreeing that no writ of error or objection or motion or rule to open or strike off judgment or to stay execution or appeal, shall be made or taken thereto. The right and power to appear and to enter or confess judgment hereinabove provided for and the right to assess damages under any such judgment shall be exercisable any number of times and shall not be exhausted by one or more uses thereof. And for the doing of these acts this instrument or a copy thereof attested as aforesaid shall be full warrant and authority.

Signed, Sealed and Delivered in the presence of

James L. Ryan
.....
James L. Ryan
.....

BELBOLD CONTRACTING CORP.

Arthur J. Ryan
.....
President/Vice President
Marj. K. Kinnick
.....
Secretary/Treasurer



INSURANCE COMPANY OF NORTH AMERICA

R. H. Shepherd, Jr.

R. H. Shepherd, Jr.

ATTORNEY-IN-FACT

This Agreement, Made this 10th day of August ~~XXXXX~~ EIGHTY FOUR in the year of our Lord one thousand nine hundred and ~~seventy~~ (19 84), between (a) THE CITY OF PHILADELPHIA, hereinafter called the party of the first part, and (b) BELBOLD CONTRACTING CORP.

hereinafter called the party of the second part, WITNESSETH, That the said party of the second part, for and in consideration of the payments hereinafter specified and agreed to be made by the party of the first part to the said party of the second part, hereby covenants and agrees to and with the said party of the first part, to furnish and deliver all materials required to be furnished and delivered, and to do and perform all the work and labor required to be done and performed, in completing and performing the work for the replacement of the expansion dams on 59th Street bridge over AMTRAK and doing all appurtenant and other work as ordered and required by the Department of Streets

in strict and exact accordance with the proposal, specifications and standard contract requirements hereto attached, which said proposal, specifications and standard contract requirements are hereby made a part of this agreement as fully to all intents and purposes and to the same extent as though herein set out at length.

The party of the second part covenants and agrees to perform the said work in a good and workman-like manner, under the supervision and to the satisfaction of the Commissioner of Streets; agrees to prosecute said work vigorously, without any delays, and with such force of mechanics and workmen and with such equipment as shall be satisfactory to the said Commissioner; agrees to furnish and supply all the labor and materials, in the quantity and of the quality, required and necessary for the proper performance of said work, which materials so furnished shall be of the best kind and quality and subject to the inspection and approval of said Commissioner; and agrees to strictly conform to the orders, instructions and directions given by the said Commissioner. It is understood and agreed that the decision of the said Commissioner on any questions arising in connection with the performance of said contract shall be binding and conclusive upon the parties hereto.

It is agreed that in case any of the said materials furnished and supplied in performing this contract are rejected by the said Commissioner as unsuitable or unfit, such materials so rejected shall be removed at once by the said party of the second part, and other materials of the proper kind and quality, and fully up to the requirements of this contract, furnished in place thereof, to the satisfaction of the said Commissioner, at the cost and expense of the said party of the second part. If in the opinion of the said Commissioner any of the work under this contract has been improperly constructed or is defective and unsuitable, such work shall be taken down and done anew by the party of the second part to the satisfaction and approval of the said Commissioner, and at the cost and expense of the party of the second part.

If the party of the second part, at any time during the progress of the said work, shall, in the opinion of the said Commissioner neglect or refuse to furnish suitable materials in place of any which may be rejected as unsuitable as aforesaid, or shall refuse, omit or neglect to furnish and supply a sufficiency of properly skilled workmen and necessary equipment, or either, or shall fail in any respect to prosecute the said work with promptness and diligence, or fail in the performance of any of the provisions in this agreement contained, the said Commissioner, acting for and on behalf of the party of the first part, shall, after forty-eight (48) hours notice in writing to be given to the party of the second part, requiring the party of the second part to furnish and deliver suitable materials, or supply more workmen and equipment, or either, push the work more rapidly, or perform the terms and provisions of the agreement, have the right, at his option, if the party of the second part remains in default in the opinion of the said Commissioner (whose opinion thereon shall be binding and conclusive upon the parties hereto), to secure materials of the quality and quantity required by this contract and the necessary number of workmen and mechanics and the required equipment, in the open market, at the then current market prices, from any party or parties, to carry forward the said work and complete this contract, and in the event of the same being done, the party of the second part covenants and agrees to pay unto the party of the first part, upon demand, any difference between the cost thus

paid in open market for such labor, materials and equipment and the price or prices named in this contract, together with all charges and expenses incident to the same; it likewise being agreed that the party of the first part shall have the right to appropriate to the payment of the moneys thus becoming due and payable to it by the party of the second part, any moneys which may then and there be due or which may thereafter become due to the party of the second part under this or any other contract; or the said Commissioner, acting for and on behalf of the party of the first part, shall have the right, at his option, if the party of the second part remains in default in the opinion of the said Commissioner (whose opinion thereon shall be binding and conclusive upon the parties hereto as above set forth) to annul and vacate this contract and to readvertise all or any portion of the work and the required materials herein contracted for, and in the event of his so doing, the party of the second part agrees to be responsible for and to pay unto the party of the first part, upon demand, any difference between the contract price or prices herein provided for and the price or prices which may be paid upon such readvertising, together with all the costs and expenses of such readvertisement, it being likewise agreed that the party of the first part shall have the right to appropriate to the payment of the moneys thus to become due and payable to it by the party of the second part any moneys which may then and there be due or which may thereafter become due to the party of the second part under this or any other contract.

If the said Commissioner shall secure workmen, mechanics and equipment in the open market to carry forward the said work or shall annul and vacate this contract, as in the preceding paragraph set forth, the said Commissioner for and on behalf of the party of the first part, shall have the privilege, at his option, of taking possession, for the purpose of completing the work included under this contract, of all materials, tools, appliances and equipment on the premises, intended for use in the performance of this contract, the party of the second part hereby assigning unto the party of the first part all the right, title and interest of the party of the second part in and to such materials, tools, appliances and equipment.

The remedies herein provided shall be in addition to and not in substitution of the rights and remedies which would otherwise be vested in the party of the first part under the terms of this agreement, including those contained in the specifications and standard contract requirements, hereto attached, or otherwise, all of which rights and remedies are specifically reserved by the party of the first part.

It is understood and agreed that the party of the second part shall be deemed and considered an independent contractor in respect to the work covered by this agreement, and shall assume all risks and responsibility for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to work caused by acts of God, acts of public enemy, acts of government, quarantine restrictions, general strikes throughout the trade, or freight embargoes not caused or participated in by the Contractor. Party of the second part shall have charge and control of the entire work until completion and acceptance of the same by party of the first part. Party of the second part shall observe all State and City Laws, Ordinances and regulations, and shall defend and save harmless the City of Philadelphia from all suits and claims for loss of life or injury occurring to employees who perform such work, including that of repair or maintenance. Party of the second part shall be alone liable and responsible for and agrees to fully indemnify, protect and save harmless the City, the said Commissioner and his subordinates, from any and all liability and from all suits and actions of every kind and description brought or which may be brought against them or any of them, for or on account of any loss sustained by any person or party either during the performance or subsequent to the completion of the work covered by this agreement, by reason of injuries to person and damage to property, buildings or adjacent work that may occur during the performance or subsequent to the completion of said work, or that may be sustained as a result or consequence thereof, irrespective of whether or not such injuries or damage be due to negligence or to the inherent nature of the work or to the negligence of the City of Philadelphia, its servants, agents or employees. It is not the intention of this agreement or anything herein provided to confer a third party beneficiary right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the City of Philadelphia a right of action either under this contract or in any manner whatsoever, except that nothing herein contained shall affect the rights conferred upon any person whatsoever by the terms of any labor or materialmen's bond required by law or by this contract. The party of the second part shall obtain and maintain in full force and effect during all times from the making of this contract until the final acceptance of the work by the party of the first part a policy of contractor's comprehensive liability insurance against injury to persons and damage to property, with such insurers as shall be approved by the City Solicitor and in such amounts as shall be provided in the specifications which are part of this agreement, but in no event less than \$300,000—\$1,000,000 for personal injury and \$100,000 for property damage. Such insurance shall be endorsed with a hold harmless clause in favor of the City of Philadelphia. Evidence of such insurance shall be furnished to the operating department before the work is begun. The term "work" as used herein shall be deemed to include work of repair or maintenance performed under this agreement, irrespective of whether or not the same is required by the terms hereof. In the event of the party of the first part sustaining any loss or damage from claims for which the party of the second part is liable and responsible as above set forth and provided, the party of the second part agrees to pay to the party of the first part, on demand, the amount of such loss or damage, including any and all costs sustained in connection therewith. Neither payments by the party of the first part to the party of the second part, nor the failure of the party of the first part to withhold payments to the party of the second part, nor the acceptance of the work by the party of the first part, nor the failure of the party of the first part to give notice to the party of the second part of defectiveness, either in material or workmanship, of the work of the party of the second part, nor the failure of the party of the first part to give notice to the party of the second part of the necessity and duty of the party of the second part to make repairs to and maintain the work as provided for in this agreement, shall be deemed or construed as a waiver by the party of the first part of its rights to be protected and indemnified against claims, liability, loss and damage as in this paragraph specifically provided for and set forth. In the event of any claims being made against or loss or damage suffered by the party of the first part, for which the party of the second part is liable and responsible as above set forth, the amount of such claims, loss or damage may be retained by the party of the first part out of any payments due or to grow due to the party of the second part under this or any other contract.

It is agreed that this contract shall not be sublet as a whole nor shall any part thereof be assigned or transferred, and that no payment, or part payment, which may accrue hereunder, shall be assigned. The said party of the second part avers and represents that no such subletting, assignment or transfer of said contract has ever been made and that no payment or part payment, which may accrue hereunder, has ever been assigned. It is understood that said averment and representation is a material inducement to the execution of this agreement by the party of the first part.

It is further expressly understood and agreed by and between the parties hereto, and it is hereby made part of this agreement, that nothing contained in this contract or in the proposal, specifications and standard contract requirements hereto attached, shall be taken or construed to preclude the said party of the first part from contesting the estimates or certificates of any officer of the City of Philadelphia or the claim of the said party of the second part under this contract, or under such estimate or certificate; and that the said party of the first part shall be at full liberty to make every legal defence by reason of the character, quality and quantity of the said work and materials, and to the time and manner in which the same shall be furnished and done, notwithstanding the certificates or approval of any officer of said City.

It is further understood and agreed that this contract is entered into under and subject to the provisions of the Philadelphia Home Rule Charter, to the provisions of all Acts of Assembly of the said Commonwealth and Ordinances of the City of Philadelphia, and to the supplements and amendments of such Acts and Ordinances. It is agreed that the liability of the City of Philadelphia under the contract shall be limited by the amounts which shall have been or may be from time to time appropriated for the same.

In consideration of the premises, the said party of the first part hereby agrees to pay to the party of the second part, in checks to be drawn by the City Treasurer, for the said work and materials, the sums or prices as set forth in the proposal and specifications attached hereto and made a part hereof.

The party of the second part agrees to accept the said checks in payment as cash.

It is further distinctly understood and agreed that the total amount to be paid for the said work to be performed and such materials to be supplied under this contract shall in no event exceed the sum of

ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)

The said Commissioner, for and on behalf of the party of the first part, shall have the right to reduce the quantity or amount of work and materials provided for in this agreement to be performed and supplied, and in the event of such reduction the limit of the total amount to be paid under this contract shall be reduced proportionately, but such reduction shall not affect any of the other provisions of this agreement.

The term "party of the second part," as used in this agreement, shall be construed to include both singular and plural, and shall be deemed to include each and every of the individuals, co-partnerships and corporations specifically named above under (b) and there designated as "party of the second part." The masculine gender shall be deemed to include the feminine and neuter genders.

The parties hereto bind themselves, their heirs, executors, administrators and successors for the faithful performance of this agreement.

IN WITNESS WHEREOF, the Procurement Commissioner of the said City has executed these presents, and the said party of the second part has hereunto set its corporate seal duly attested the day and year first above written.

Signed, Sealed and Delivered in the presence of

[Signature]

Approved as to form

City Solicitor

Per

[Signature]
Assistant City Solicitor

[Signature]
Procurement Commissioner

BELBOLD CONTRACTING CORP.



[Signature]
President/Vice President



[Signature]
Secretary/Treasurer



#85-13307
84-4359

THIS AGREEMENT OF AMENDMENT, made this 25th day of March A.D., 1985, by and between the CITY OF PHILADELPHIA, hereinafter called "City" and BELBOLD CONTRACTING CORPORATION, hereinafter called "Contractor";

W I T N E S S E T H :

WHEREAS, by Agreement dated August 10, 1984, by and between City and Contractor, Contractor agreed to complete and perform the work for replacement of the expansion dams on the 59th Street bridge over Amtrak, and do all appurtenant work as ordered and required by the Department of Streets; and

WHEREAS, during the course of work, it was discovered that the actual bridge dimensions were different from the bridge dimensions shown on the work plan; and

WHEREAS, City requires Contractor to complete the cementing of the bridge in conformance with the actual bridge dimensions; and

WHEREAS, it is necessary to amend the aforesaid Agreement to provide compensation for Contractor's additional services.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby, mutually covenant and agree:

1. That Contractor complete all necessary work, and all such work shall be in accordance with the direction of the City's Engineer.

2. That in consideration of such additional work, a portion of the monetary limit clause of the aforesaid Agreement be amended to read as follows:

"It is further distinctly understood and agreed that the total amount to be paid for the said work to be performed and such materials to be supplied under this Agreement shall in no event exceed the sum of ONE HUNDRED TWO THOUSAND TWENTY FOUR DOLLARS and SIXTY CENTS (\$102,024.60)."

3. In all other respects, the terms, covenants and conditions of the said Agreement dated August 10, 1984, shall be and remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the City of Philadelphia has caused these presents to be executed by its Procurement Commissioner and Contractor has caused these presents to be properly executed and its corporate seal to be hereunto affixed the day and year first above written.

APPROVED AS TO FORM
BARBARA J. BROWN, CLERK OF THE CITY OF PHILADELPHIA
PER R. J. [Signature] 4/12/85
ASSISTANT CITY SOLICITOR

THE CITY OF PHILADELPHIA

By: Darryl F. Hunder APR 12 1985
Procurement Commissioner

CORPORATE SEAL:

BELBOLD CONTRACTING CORPORATION

By: Alfred J. Begian
President/Vice President

Attest: Map Reimbold
Secretary/Treasurer

C O N S E N T

INSURANCE COMPANY OF NORTH AMERICA, Surety on the Labor and Materialmen's Bond and the Performance Bond accompanying the said Agreement dated August 10, 1984, approves of and consents to the Amendment of the aforesaid Agreement and bonds this 25th day of *March*, A.D., 1985.

CORPORATE SEAL:

INSURANCE COMPANY OF NORTH AMERICA

By:

R.H. Shepherd

Attorney-In-Fact

59th Street Bridge over AMTRAK

Exhibit 12

Administration and Inspection
May 1984 to January 1985

J. Rachel Williams - Bridge Maintenance Engineer

<u>Month</u>	<u># of Hours</u>	<u>Rate of Pay</u>	<u>Total</u>
May 1984	15	\$16.40	\$246.00
June 1984	17	\$16.40	\$278.00
July 1984	9	\$16.77	\$150.93
August 1984	18	\$16.77	\$301.86
September 1984	12	\$16.77	\$201.24
October 1984	19	\$16.77	\$318.63
November 1984	24	\$16.77	\$402.28
November 1984	8	\$25.16(overtime)	\$201.28
December 1984	20	\$16.77	\$335.40
January 1985	9	\$16.77	\$150.93

Total without \$2587.55
fringe benefits

Page 1 of 6

59th Street Bridge over AMTRAK

Exhibit 12

Administration and Inspection
May 1984 to January 1985

J.J. Gelgot - Bridge Inspection Supervisor

<u>Month</u>	<u># of Hours</u>	<u>Rate of Pay</u>	<u>Total</u>
May 1984	12	\$11.91	\$142.92
September 1984	3	\$12.18	\$ 36.54
October 1984	2	\$12.18	\$ 24.36
October 1984	4	\$15.59(overtime)	\$ 62.36
November 1984	18	\$12.18	\$219.24
November 1984	8	\$15.59(overtime)	\$124.72
December 1984	6	\$12.18	\$ 73.08
January 1984	2	\$12.18	24.36

Total without \$707.58
fringe benefits

Page 2 of 6

59th Street Bridge over AMTRAK

Exhibit 12

Administration and Inspection
May 1984 to January 1985

E.R. Carbonetti - Bridge Maintenance Inspector

<u>Month</u>	<u># of Hours</u>	<u>Rate of Pay</u>	<u>Total</u>
September 1984	3	\$10.52	\$ 31.56
October 1984	120	\$10.52	\$1262.40
October 1984	11.5	\$15.59(overtime)	\$179.29
November 1984	104	\$10.52	\$1094.03
November 1984	47	\$15.59(overtime)	\$732.73
November 1984	4	\$20.79(Dbl. time)	\$ 83.16
November 1984 (1)	40	\$11.74	\$469.60
December 1984	120	\$11.74	\$1408.80
December 1984 (2)	24	\$15.59(overtime)	\$374.16
December 1984 (3)	4	\$20.79(Dbl. time)	\$ 83.16
January 1985	88	\$11.74	\$1033.12

Total without \$6752.06
fringe benefits

1. Promotion; changed base hourly rate
2. Maximum overtime rate permitted in this job classification
3. Maximum doubletime rate permitted in this job classification

Page 3 of 6

59th Street Bridge over AMTRAK

Exhibit 12

Administration and Inspection
May 1984 to January 1985

D.J. McDonnell, - Bridge Inspector

<u>Month</u>	<u># of Hours</u>	<u>Rate of Pay</u>	<u>Total</u>
May 1984	4	\$10.44	\$41.76
September 1984	3	\$10.44	\$31.32

Total without \$73.08
fringe benefits

Page 4 of 6

59th Street Bridge over AMTRAK

Exhibit 12

Bridge Maintenance Unit
Fringe Benefits For Wages
May 1984 to January 1985

<u>Month</u>	<u>Total Wages</u>	<u>Percentage-Fringe Benefits</u>	<u>Total</u>
May 1984	\$430.68	59%	\$254.10
June 1984	\$278.80	59%	\$164.49
July 1984	\$150.93	62%	\$ 93.58
August 1984	\$301.86	62%	\$187.15
September 1984	\$300.66	62%	\$186.41
October 1984	\$1847.04	62%	\$1145.16
November 1984	\$3327.29	62%	\$2062.92
December 1984	\$2274.60	62%	\$1410.25
January 1985	\$1208.41	62%	\$749.21
Total Fringe benefits			<u>\$6253.27</u>

59th Street Bridge over AMTRAK

EXHIBIT 12

Bridge Maintenance Unit
Total Wages including fringe benefits for
Administration and Inspection
May 1984 to January 1985

<u>Name</u>	<u>Wages</u>
J. Rachel Williams	\$2587.55
D.J. McDonnell	\$ 73.08
E.R. Carbonetti	\$6752.06
J.J. Gelgot	\$ 707.58
Fringe benefits	\$6,253.27
Total Wages and Fringe benefits	\$16,373.54

Page 6 of 6

59th Street Bridge over AMTRAK

EXHIBIT 13

Bridge Maintenance Unit - LABOR

<u>Dates:</u>	<u>4-2-84</u>	<u>4-3-84</u>	<u>6-9-84</u>	<u>Total Hours</u>	<u>St.Time Rate</u>	<u>OverTime Rate</u>	<u>Total</u>
Williams, Eng	2	1	4	3-st 4-ot	\$16.40	\$24.60	\$147.60
Colitus, **	4	4	—	8	\$13.42	—	\$107.36
Keeler, I.W.*	4	8	—	12	\$10.44	—	\$125.28
Michael, I.W.	4	8	—	12	\$ 9.85	—	\$118.20
Corbin, I.W.	4	8	—	12	\$ 9.85	—	\$118.20
Patterson,***	14	—	8	4-st 8-ot	\$9.01	\$13.52	\$144.20
Tucker, I.W.	—	8	—	8	\$9.85	—	\$ 78.80
Mullaney, **	—	—	8	8-ot	—	\$18.66	\$149.28
Rhoads, I.W.	—	—	8	8-ot	—	\$14.62	\$116.96
Zottich, I.W.	—	—	8	8-ot	—	\$14.62	\$116.96
Pender, I.W.	—	—	8	8-ot	—	\$13.54	\$108.32
Hollis, ****	—	8	—	8	\$10.01	—	\$ 80.80
Sub total							\$1411.96
Fringe benefits 59%							\$833.06
TOTAL LABOR							\$2245.02

Supt-**
Foreman *
E.O.1 - ***
E.O.2 - ****

59th Street Bridge over AMTRAK

EXHIBIT 13

Bridge Maintenance Unit.

<u>Dates:</u>	<u>4-2-84</u>	<u>4-3-84</u>	<u>6-9-84</u>	<u>Total Units</u>	<u>Price Per Unit</u>	<u>Total</u>
<u>Material</u>						
5/32 Welding Rods	3	8	6	17	\$.58	\$ 9.86
Oxygen, c.f.	—	—	30	30	\$2.00	\$60.00
Acetylene c.f.	—	—	15	15	\$2.00	\$30.00
Sets-45 (patching)	—	—	8	8	\$15.00	\$120.00
TOTAL MATERIAL						\$219.86

	<u>4-2-84</u>	<u>4-3-84</u>	<u>6-9-84</u>	<u>Total Hours</u>	<u>Cost Per/Hour</u>	<u>Total</u>
<u>Equipment</u>						
Truck-Crew Cab	4	8	8	20	\$4.50	\$90.00
Welding Machine	2	4	4	10	\$1.50	\$15.00
Boom Truck	—	—	8	8	\$7.00	\$56.00
TOTAL EQUIPMENT						\$161.00

59th Street Bridge over AMTRAK

EXHIBIT 13

Total Expenses by Bridge Maintenance Unit

for 4-2-84, 4-3-84, 6-9-84

Labor:	\$2245.02
Material:	\$ 219.86
Equipment:	\$ 161.00
TOTAL	<u>\$2625.88</u>

Page 3 of 3

59th Street Bridge over AMTRAK

EXHIBIT 14

1st Highway Maintenance District.

Repair of potholes and work to secure steelplates July 1983 to January 1985

<u>Dates</u>	<u>Type of Work</u>	<u># of Hours</u>	<u>Labor Costs</u>
7-1-83	repair of potholes	2	\$110.42
7-8-83	secure plate	2	\$137.62
8-1-83	secure plate	2	\$137.62
12-30-83	repair potholes	2	\$110.42
1-31-84	repair potholes	2	\$110.42
3-5-84	repair potholes	2	\$110.42
3-8-84	secure plate	2	\$137.62
3-19-84	repair potholes	3	\$193.64
4-25-84	repair potholes	2	\$110.42
5-23-84	repair potholes	2	\$110.42
1-18-85	repair potholes	2	\$110.42
	subtotal		<u>1379.44</u>

Labor costs plus
fringe benefits.

Fiscal year 1984 \$1269.02 x 1.59	\$2,017.74
Fiscal year 1985 \$11042 x 1.62	<u>\$ 178.80</u>

Total labor costs including fringe benefits	\$2,196.54
---	------------

59th Street Bridge over AMIRAK

EXHIBIT 15

Bridge Engineering Division

<u>Month</u>	<u>Salary</u>	<u>Fringe Benefits</u>	<u>Total</u>
October 1983	\$115.46	\$68.12	\$183.58
March 1984	\$504.82	\$297.84	\$802.66
April 1984	\$804.80	\$474.83	\$1279.63
January 1985	\$ 41.15	\$ 25.51	\$ 66.66
		Total Salary and Fringe Benefits	<u>\$2,332.53</u>

TOTAL COST (LABOR MATERIALS & EQUIPMENT) # 880.86

LABOR

NUMBER	CLASSIFICATION	HOURLY RATE	HOURS	COST
1	SUB-FOREMAN	9.20	14	128.80
1	TRUCK DRIVER	8.55	14	119.70
1	LABORER	8.53	14	119.42
1	ENG. AIDE III	10.25	6	61.50
TOTAL COST				429.42

MATERIAL

QUANTITY	DESCRIPTION	UNIT COST	COST
2	"STREET CLOSED AHEAD" METAL	54.36	108.72
2	"DETOUR AHEAD" METAL	54.36	108.72
1	"STREET CLOSED. DETOUR (LA)" PLYWOOD	24.00	24.00
1	"STREET CLOSED AHEAD. LOCAL TRAFFIC ONLY - DETOUR (RHS)" PLYWOOD	24.00	24.00
3	DETOUR  WOOD	18.00	54.00
3	DETOUR  WOOD	18.00	54.00
2	END OF WOOD	18.00	36.00
TOTAL COST			409.44

EQUIPMENT

NUMBER	TYPE	HOURLY RATE	NO. OF HOURS	COST
1	TRUCK	3.00	14	42.00

EXHIBIT 16

42.00

MEMORANDUM

CITY OF PHILADELPHIA

TO : Gerald Clark, Law Department

FROM : John E. Durrant, Materials Testing Laboratory Chief, Water Dept.

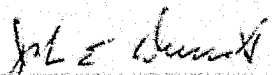
SUBJECT: Streets Dept. Contract No. 84-4359

DATE 5/23/85

Attached, please find laboratory reports for samples tested from the two concrete pours on the 59th Street Bridge over Amtrak. The first pour was submitted under contract number 16733 and the second pour under contract number 84-4359.

Each pour represents four concrete cylinder samples. The eight cylinders are charged for at the rate of ten tests per sample. For fiscal year 1985 the per test charge \$1.60. Therefore, the eight samples tested at \$16.00 each accounts for the \$128.00 charges to this project for the Laboratory's services.

If you require additional information, please contact me at 686-1690.



John E. Durrant
Materials Testing Laboratory Chief

na

CC: Thomas Gallagher

encl.

EXHIBIT 17

CITY OF PHILADELPHIA - WATER DEPARTMENT - ENGINEERING DIVISION
MATERIALS TESTING LABORATORY
7TH ST. & LEHIGH AVE. PHILA., PA. 19133 PHONE MU-6-1774 (EX-23-245)

REPORT ON: CONCRETE CYLINDERS

FOR: STREETS DEPARTMENT

BRIDGE SECTION

J. LEASURE, CHIEF

930 MSR

ATTENTION- CARBONETTI

CONTRACT NO- 16733
CONCRETE MFG-TRAP ROCK

ENG/INS- CARBONETTI
LOCATION- 59TH STREET BRIDGE
CONTRACTOR- RFLAOLD
CLASS- 3750

DATE CAST- 11/23/84
DATE RECEIVED-11/26/84

LABORATORY NUMBER	S T	POUR NO	SAMPLE NO	DATE TESTED	TEST AGE	D.WT. (PCF)	COMPRESSIVE STRENGTH	SI UNITS (KPA)
8521133101	06	1	59-1	11/26/84	3D	153.5	4790 PSI	33017
8521133102	06	1	59-2	11/26/84	3D	154.3	5130 PSI	35361
8521133103	06	1	59-3	12/21/84	28D	154.8	6510 PSI	44873
8521133104	06	1	59-4	12/21/84	28D	153.5	6580 PSI	45356

REMARKS-

TUE, MAY 20, 1985

10

CHIEF-MATERIALS TESTING LABORATORY

DATE OF REPORT

CITY OF PHILADELPHIA - WATER DEPARTMENT - ENGINEERING DIVISION
MATERIALS TESTING LABORATORY
7TH ST. & LEHIGH AVE. PHILA., PA. 19133 PHONE MU-6-1776 (EX-23-245)

REPORT ON: CONCRETE CYLINDERS

FOR: STREETS DEPARTMENT
HIGHWAY CONSTRUCTION

J. LOWRY

820 MSR

ATTENTION- CARBONETTI

CONTRACT NO- 84-4359
CONCRETE MFG-TRAP ROCK

ENG/INS- CARBONETTI
LOCATION- 59TH ST. AMTRAK EXP. DAMS
CONTRACTOR- RFLBOLD
CLASS- 3750

DATE CAST- 12/14/84
DATE RECEIVED-12/17/84

LABORATORY NUMBER	S T	POUR NO	SAMPLE NO	DATE TESTED	TEST AGE	U.WT. (PCF)	COMPRESSIVE STRENGTH	SI (NITS) (KPA)
8521135201	06	2	59-5	12/17/84	3D	153.5	4170 PSI	28744
8521135202	06	2	59-6	12/17/84	3D	154.8	4140 PSI	28537
8521135203	06	2	59-7	1/11/85	28D	154.8	5570 PSI	38394
8521135204	06	2	59-8	1/11/85	28D	153.8	4490 PSI	30950

REMARKS-

TUE, MAY 28, 1985

10

CHIEF-MATERIALS TESTING LABORATORY

DATE OF REPORT



CITY OF PHILADELPHIA

LAW DEPARTMENT

15th Floor Municipal Services Building
Philadelphia, Pa. 19102-1692

June 11, 1985

Jerry Rich, Secretary
Pennsylvania Public Utility
Commission
P.O. Box 3265
Harrisburg, PA 17120

Re: 59th Street Bridge over AMTRAK
Philadelphia Penna.
PUC Docket No: 1830373

Dear Secretary Rich,

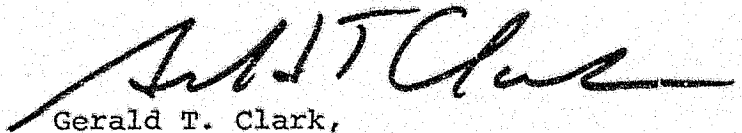
On June 5, 1985, I forwarded to The Pennsylvania Public Utility Commission a detailed Summary of the expenses incurred by the City of Philadelphia.

Due to a typographical and mathematical error, the final figure in this detailed summary was incorrect. Attached is the corrected figure.

A copy of this correction has been submitted to all parties of record and to Administrative Law Judge Joseph J. Klovehorn.

I sincerely apologize for my initial error.

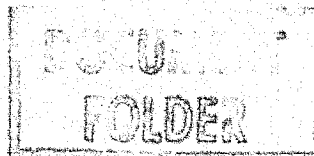
Very truly yours,


Gerald T. Clark,
Deputy City Solicitor

GTC/md

Enclosure

cc: All Interested Parties



BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

Investigation of the
Rail-Highway Crossing
carrying 59th Street
over and above the
grade of the tracks
of National Railroad
Passenger Corporation

:
:
:
:

Docket No:

I 830373

RECEIVED

JUN 13 1985

SECRETARY'S OFFICE
Public Utility Commission

Amended and Corrected
Costs Incurred by the
City of Philadelphia
in Material, Labor, and
Equipment Pursuant to
The PUC Order

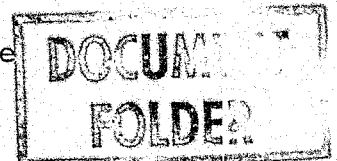
The City of Philadelphia, due to a typographical and mathematical error, listed an incorrect amount as a total of costs incurred by the City of Philadelphia. The typographical error was in Item VIII

Item VIII - Work performed by Traffic Engineering for posting and removing detours. The correct amount should be:

Labor:	\$429.42
Material:	\$409.44
Equipment:	\$42.00
Total	<u>\$880.86</u>

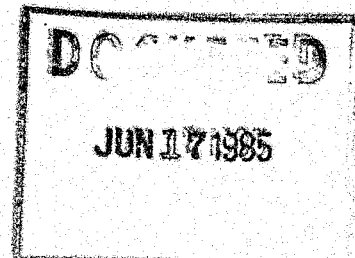
The original costs incorrectly listed this amount as \$808.86. The correct amount \$880.86 is consistent with the documents attached as exhibit 16.

The final accurate total of all costs should be \$141,642.06 instead of \$141,507.06.



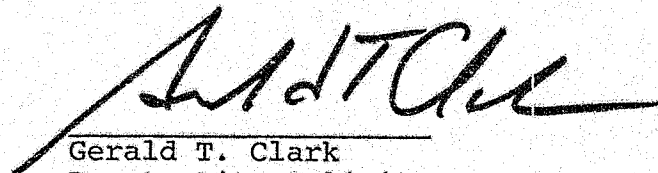
This mathematical figure is reached by adding the expenses of Items I through IX.

Item I	\$11,168.49
Item II	\$ 3,911.62
Item III	\$102,024.60
Item IV	\$16,373.54
Item V	\$ 2,625.88
Item VI	\$ 2,196.54
Item VII	\$ 2,332.53
Item VIII	\$ 880.86
Item IX	\$ 128.00



Total \$141,642.06

The City of Philadelphia hereby certifies that it has incurred a grand total of \$141,642.06 in expenses and seeks this amount from AMTRAK.

A handwritten signature in black ink, appearing to read "G.T. Clark", written over a horizontal line.

Gerald T. Clark
Deputy City Solicitor
Attorney for the City
of Philadelphia
(215) 686-5251

CERTIFICATION OF SERVICE

I hereby certify that I have this 11th day of June 1985, served a true copy of the City of Philadelphia; corrected and amended detailed costs and the Exhibits 2,3,11,12,13,14,15,16 and 17 inclusive upon each person listed in accordance with the requirements of 52 Pa. Code §1.54 and §1.55.

Honorable Joseph Klovehorn
Administrative Law Judge
Penna Public Utility Commission
Room 1302
State Office Building
Philadelphia, Pennsylvania 19130

Conrail
Suite 1138
Six Penn Center
Philadelphia, Pennsylvania 19130

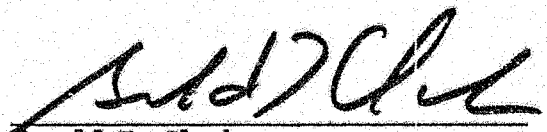
Harold K. Cohen, Esquire
524 Suburban Station Building
Philadelphia, Pennsylvania 19103

Rudolph A. Chilleni, Esquire
2301 Market Street
Philadelphia, Pennsylvania 19101

Richard S. Herskovitz, Esquire
Staff Counsel
Penna. Public Utility
Commission
P.O. Box 3265
Harrisburg, Pennsylvania 17120

Stephen Dittman, Esquire
522 Transportation and
Safety Building
Harrisburg, Pennsylvania 17120

Edward H. Huss, Esquire
500 Edison Building
130 South 9th Street
Philadelphia, Pennsylvania 19107


Gerald T. Clark,
Deputy City Solicitor
Attorney for the City of
Philadelphia
1530 Municipal Services Building
Philadelphia, Pennsylvania 19102
215-686-5251

APPEARANCE SHEET

HEARING REPORT

DOCKET NO. I-830373

CASE NAME Investigation into the matters
pertaining to 59th Street

HEARING LOCATION Philadelphia, PA.

HEARING DATE June 18, 1985

ALJ Klovekorn

CHECK THOSE BLOCKS WHICH APPLY:

Hearing concluded ☒

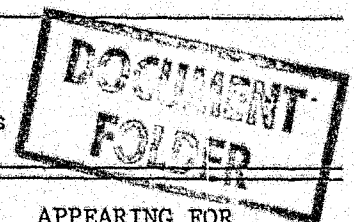
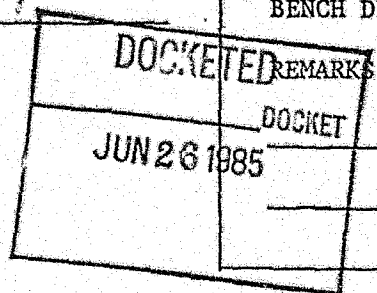
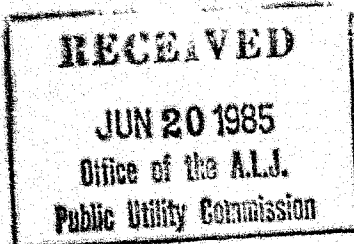
Record closed ☐

Briefs to be filed ☐

Further hearing ☐

Estimated add'l days ☐

BENCH DECISION ☐



Names and addresses of parties or counsel of record
Please Print Clearly
Incomplete Information May Result in Delay of Process

NAME	ADDRESS			APPEARING FOR
<i>Donald T. Clark</i>	<i>Room 1530 Municipal Sec. Bldg</i>			<i>City of Phila.</i>
	City <i>Phila</i>	State <i>Pa</i>	Zip <i>19102</i>	
<i>Daniel F. Draven</i>	<i>1138 Six Penn Center Plaza</i>			<i>Council</i>
	City <i>Philadelphia</i>	State <i>Pa</i>	Zip <i>19103</i>	
<i>Harold K. Chen</i>	<i>524 Sub. Sh. Bldg.</i>			<i>Antitalk</i>
	City <i>Phila</i>	State <i>PA</i>	Zip <i>19118</i>	
<i>Richard S. Herskowitz</i>	<i>P.O. Box 3265</i>			<i>PUC TRIAL STAFF</i>
	City <i>406</i>	State <i>PA</i>	Zip <i>19100</i>	

Check this box if additional parties
of counsel of record appear on back.

☒ *Bonnie Kline*
Reporter

ORIGINAL

Amtrak



JUN 26 1985

RECEIVED

JUL 1 1985

Mr. Jerry Rich, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

SECRETARY'S OFFICE
Public Utility Commission

RE: OH 4.77 59th Street
Philadelphia, PA
PA P.U.C. I-830373

Dear Mr. Rich:

At the hearing into the matter of the condition of the 59th Street bridge, held on Tuesday, June 18, 1985, Amtrak was asked to submit a statement of costs incurred to date to comply with the Commission's orders.

Herewith, marked as Amtrak's Exhibit B, is our statement of costs to inspect the bridge and prepare the report requested by the Commission.

We hereby certify that a copy of Exhibit B was sent to all parties of record in this matter by First Class, prepaid, U.S. Postage.

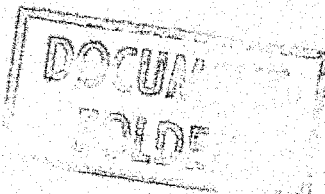
Very truly yours,

James N. Michel, P.E.
Senior Director
Engineering Design

Enclosures: Statement of Costs
List of Parties of Record - Service List

cc: Parties of Record - (Service List)

RHC/dar



PENNSYLVANIA PUBLIC UTILITY COMMISSION
DOCKET I-830373
OH 4.77 59TH STREET BRIDGE
CITY OF PHILADELPHIA

STATEMENT OF COSTS

OCTOBER 9, 1984

Driver	\$ 509.11
Lineman	341.77
Inspector	185.85
Platform Truck	100.00
Subtotal	<u>\$1136.74</u>

OCTOBER 1984 - FEBRUARY 1985

Engineering	\$2880.00
TOTAL COSTS	<u>\$4016.74</u>

All Labor Costs Include Additives for Fringe Benefits.

AMTRAK EXHIBIT B
JUNE 1985

