

OVERSIZE DOCUMENTS

BRIDGE ON LINE OF 70TH STREET OVER F.B. & W.

Estimate # 2

NO.	ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL	CITY SHARE	R.R. SHARE
	Excavation above flow depth	Cu. Yd.	1550	\$ 8.00	\$ 12,400.00	\$ 9,300.00	\$ 3,100.00
	Excavation below flow depth	Cu. Yd.	360	8.00	2,880.00	2,160.00	720.00
	Trench excavation	Cu. Yd.	39	4.00	156.00	156.00	---
	Removal of paving without classification	Sq. Yd.	270	2.00	540.00	540.00	---
	Fill (Embankment) in place	Cu. Yd.	100	1.00	100.00	75.00	25.00
	Preparation of Subgrade	Sq. Yd.	1570	.20	314.00	314.00	---
	Class #1 Concrete	Cu. Yd.	920	55.00	50,600.00	37,950.00	12,650.00
	Class #2 Concrete	Cu. Yd.	570	30.00	17,100.00	12,825.00	4,275.00
	Class #3 Concrete	Cu. Yd.	370	20.00	7,400.00	5,550.00	1,850.00
	Cinder Concrete	Cu. Yd.	40	18.00	720.00	540.00	180.00
	Structural Steel	Imp. Sbm			47,600.00	35,700.00	11,900.00
	Reinforcing Bar Frames	Ton	23	320.00	7,360.00	5,520.00	1,840.00
	Reinforcing Rods	Ton	15	200.00	3,000.00	2,250.00	750.00
	Stone Masonry & Stone Masonry Facing	Cu. Yd.	145	140.00	20,300.00	15,225.00	5,075.00
	Granite	Cu. Yd.	24	360.00	8,640.00	6,480.00	2,160.00
	Dry Stone Rip Rap	Sq. Yd.	18	5.00	90.00	67.50	22.50
	Dry Stone Backfill	Cu. Yd.	42	12.00	504.00	378.00	126.00
	Hot Asphalt Waterproofing	Sq. Yd.	470	1.00	470.00	352.50	117.50
	Two Ply Membrane Waterproofing	Sq. Yd.	40	6.00	240.00	180.00	60.00
	8 inch straight concrete curb	Lm. Ft.	620	2.00	1,240.00	1,240.00	---
	8 inch curved concrete curb	Lm. Ft.	40	2.50	100.00	100.00	---
	Portland Cement Concrete Footway	Sq. Yd.	260	4.00	1,040.00	1,040.00	---
	Portland Cement Concrete Paving	Cu. Yd.	316	15.00	4,740.00	4,740.00	---
	Base	Sq. Yd.	1570	2.00	3,140.00	3,140.00	---
	Sheet Asphalt Binder	Sq. Yd.	445	5.00	2,225.00	1,668.75	565.25
	Asphalt Plank	Ton	1.5	500.00	750.00	750.00	---
	8 inch Inside Diameter Lap						
	Welded Steel Pipe						
	8 inch Inside Diameter Cast Iron	Ton	6.2	250.00	1,550.00	1,550.00	---
	Bell & Spigot, Class #B Pipe	Each	3	100.00	300.00	300.00	---
	Standard Water Bureau Manhole						
	Standard Bridge Footway Cast						
	Iron Frame and Cover	Each	1	50.00	50.00	50.00	---
	City Inlets	Each	2	300.00	600.00	600.00	---
	15" Drem Vitrified Clay Pipe	Lm. Ft.	28	4.00	112.00	112.00	---

ITEM NO.	ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL	CITY SHARE	R.R. SHARE
12B	5" Diam. Vitrified Clay Pipe	Lin. Ft.	150	\$.50	\$75.00	\$56.25	\$18.75
13	Aluminum Bridge Railing	Lin. Ft.	185	45.00	8,325.00	6,243.75	2,081.25
14	Sodding	Sq. Yd.	165	.60	99.00	99.00	---
15	Copper Gutters	Lump Sum	25		850.00	637.50	212.50
16	Timber for Protection Shield	MBM	4	300.00	7,500.00	5,625.00	1,875.00
17	Danger Signs	Each	4	25.00	100.00	75.00	25.00

LIMIT OF CONTRACT

\$213,210.00	\$163,590.25	\$49,619.75
\$235,000.00	\$177,000.00	\$58,000.00
24,000.00	18,000.00	6,000.00
\$259,000.00	\$195,000.00	\$64,000.00

Estimated cost of Railroad work including Electrical work, protection, watchmen, etc.

APPROVED FOR THE BOARD OF SUPERVISORS
 COUNTY OF ALBANY
 JAN 10 1900

APR 14 1938
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DO NOT REMOVE
APR 14 1938
ENTRY No. _____

ESTIMONK-FOLDER

PUBLIC UTILITY COMMISSION

Case No. 627532 Folder No. _____

Reported by John Combs Date 3-10-38

SECRETARY'S OFFICE
PUBLIC UTILITY COM.

1938 APR 14 AM 10 38

RECEIVED

between the City of Philadelphia and The Philadelphia, Baltimore and Washington Railroad Company, and The Pennsylvania Railroad Company, for itself and as Lessee of The Philadelphia, Baltimore and Washington Railroad Company.

Seventieth Street Bridge over the tracks of The Philadelphia, Baltimore and Washington Railroad.

RECEIVED

1948 APR 14 AM 10 38

SECRETARY'S OFFICE
PUBLIC UTILITY COM.

PHILADELPHIA
APR 14 1948

RECEIVED
APR 14 1948
SECRETARY'S OFFICE
PUBLIC UTILITY COM.

PA. PUBLIC UTILITY COMMISSION	
Checked No. <u>Q-71522</u>	Folder No. <u>3</u>
<i>Applicant is Exhibit No. 3</i>	
Filed by <u>Public. Co.</u>	Date <u>4/10/48</u>
Reporter <u>J.C.S.</u>	

AGREEMENT

between THE CITY OF PHILADELPHIA and THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY, and THE PENNSYLVANIA RAILROAD COMPANY for itself and as lessee of THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY relative to the construction of a bridge on the line of Seventieth Street over the tracks of The Philadelphia, Baltimore and Washington Railroad.

WHEREAS, an agreement was authorized between The City of Philadelphia and The Pennsylvania Railroad Company by an ordinance approved March the Twenty-fifth, one thousand nine hundred and forty-seven (1947) entitled:

AN ORDINANCE

To authorize the construction of the following bridges:

(1) Castor Avenue over Frankford Creek; (2) Church Lane over Cobbs Creek; (3) Sedgley Avenue over Bethlehem Branch of The Reading Company (4) Seventieth Street over The Philadelphia, Baltimore and Washington Railroad; (5) Sixty-sixth Street (a footbridge) over The Philadelphia, Baltimore and Washington Railroad; (6) Tabor Avenue under the Frankford Branch of The Reading Company; (7) Walnut Lane over Lincoln Drive and (8) Wingohocking Street under the Newtown Branch of The Reading Company; and appurtenant work in connection with construction of said bridges; to authorize the execution of agreements with the Commissioners of Delaware County, The Pennsylvania Railroad Company, The Reading Company and any other interested parties relative to the construction of said bridges; to authorize the revision of lines and grades and the opening of streets in the territories affected by said improvements; and making provisions and allocations relating to the cost of the said improvements.

NOW, THEREFORE, this agreement made this *17th* day of *December,* A.D. 1947, by and between The City of Philadelphia, hereinafter called the "City", party of the first part, and The Philadelphia, Baltimore and Washington Railroad Company, and The Pennsylvania Railroad Company, hereinafter called the "Railroad", party of the second part.

WITNESSETH, That for and in consideration of the premises and of the privileges and advantages to each of them thereunto moving as well as the mutual covenants hereinafter contained and set forth, the said parties hereto have mutually covenanted and agreed, for themselves, their successors and assigns, and do by these presents severally agree to and with each other as follows:

FIRST: It is agreed between the parties hereto that the extent of the work to be included under this agreement shall be as shown upon the plans and/or called for by specifications to be prepared by the City or by the Railroad and approved by both the City and the Railroad, or as agreed upon hereafter in writing as being necessary for the construction of the said bridge and appurtenant work. It being understood, however, that appurtenant work under this agreement shall not be construed to include any work on the approaches to the bridge.

SECOND: The City will in collaboration with the Railroad, prepare plans and specifications for the bridge and appurtenant work, shall advertise for proposals and award a contract or contracts, in accordance with existing laws and ordinances, for the construction of said bridge and appurtenant work in conformity with the plans and specifications approved by the parties hereto, which approval shall be evidenced by the signatures of the Director of Public Works for the City and Chief Engineer of The Pennsylvania Railroad Company for the Railroad.

THIRD: The Railroad will prepare plans and specifications for such work on its tracks, drains, telegraph and telephone lines, signals and electrical conduits as may be required by reason of the construction of the bridge and appurtenant work.

FOURTH: The general supervision of the work comprised in the construction of the said bridge and appurtenant work shall be in charge of The Director of Public Works of said City, the Chief Engineer and Surveyor of the Bureau of Engineering, Surveys and Zoning of the Department of Public Works of said City, and the Chief Engineer of The Pennsylvania Railroad, or their duly authorized representatives.

FIFTH: The parties hereto mutually covenant and agree that, they will jointly enter into a contract or contracts for the work covered by the plans and specifications which the City will prepare for the construction of the bridge and approaches, and appurtenant work. Or, in lieu thereof, the Director of Public Works and the Chief Engineer for the Railroad may agree that the City alone shall enter into a contract for the work, and that the Railroad shall reimburse the City for its share of the expense as hereinafter provided.

x
It is further agreed, by the parties hereto, that before any construction has begun under the terms of this agreement, the limit of expenditures on the part of both the City and the Railroad shall be fixed.

SIXTH: The City agrees that it will pay seventy-five (75%) percent of the entire cost of the construction of the bridge and work appurtenant thereto. The Railroad agrees that it will pay twenty-five (25%) percent of the entire cost of the construction of the bridge and work appurtenant thereto.

The cost of the construction of the bridge shall include design, engineering during construction, inspection, borings, laboratory tests, and other incidental engineering costs, watchmen and flagmen including workman's compensation and insurance, and the costs incurred by the Railroad in the temporary and permanent relocation of its facilities. The compensation for City representatives shall be at rates established by law, and compensation for Railroad representatives shall not exceed a schedule or schedules to be previously agreed upon by the parties hereto.

SEVENTH: Upon completion of the work, the City and the Railroad shall prepare a statement of all costs incurred. Upon approval of the costs by both parties, the necessary payment shall be made by the City or Railroad to permit the cost to be shared in accordance with terms of Article Sixth.

EIGHTH: The Railroad waives all claims against the City for land damages, compensatory or otherwise, incurred by reason of the work herein provided for.

Contracts entered into with Contractors for said work shall have inserted therein the following provisions:

1 - Contractors' Public Liability and Property Damage Liability Insurance.

The contractor shall furnish evidence to the City of Philadelphia and to the Railroad Company that, with respect to the operations he performs, he carries regular Contractors' Public Liability insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractors' Property Damage Liability insurance providing for a limit of

not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in any one accident, and, subject to that limit per accident, a total (or aggregate) of One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property during the policy period.

The above policy shall be endorsed to cover the contractor's contractual liability to the Railroad Company and The City of Philadelphia as defined in the following paragraphs:-

The contractor covenants and agrees to be responsible for, and to protect, indemnify and save harmless the Railroad Company and The City of Philadelphia from and against the payment of any and all sums of money by reason of any accidents, injuries or damages which may happen or occur upon or about said work or arise by reason thereof, and also protect the Railroad Company and The City of Philadelphia from payments from accidents arising from the presence of the employes of the contractor on the Railroad Company's premises.

If any part of the work is sub-let, similar insurance shall be provided by or in behalf of the sub-contractors to cover their operations.

2 - Contractors' Protective Public Liability and Property Damage

Liability Insurance

The contractor shall furnish evidence to The City of Philadelphia and to the Railroad Company that, with respect to the operations performed for him by sub-contractors, he carries in his own behalf regular Contractors' Protective Public Liability insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for such person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractors' Protective Property Damage Liability insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in any one accident, and, subject to that limit per accident, a total (or aggregate) limit of One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property during the policy period.

3 - Railroads' Protective Public Liability and Property Damage

Liability Insurance

In addition to the above, the contractor shall furnish evidence to the City of Philadelphia and to the Railroad Company that, with respect to the operations he or any of his sub-contractors perform, he has provided for and in behalf of the Railroad Company regular Protective Public Liability insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Protective Property Damage Liability insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in any one accident, and, subject to that limit per accident, a total (or aggregate) limit of One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property during the policy period.

NINTH: The City agrees that it will in the future maintain and repair the bridge and approaches except where such maintenance or repair is necessitated by railroad traffic under the bridge.

The Railroad agrees that it will in the future maintain and repair the bridge where maintenance and repair is necessitated by the operation of trains under the bridge causing impairment or destruction of concrete encasements of beams, or girders, or where direct damage is caused by contact of Railroad property, equipment or freight in transit, with the bridge structure. The Railroad shall maintain such railroad equipment as telegraph, telephone, power and transmission wires, now used or hereafter to be used in the operation of such railroad.

TENTH: It is not the intention of this agreement to cover such work of reconstructing the bridge as may be required by the widening of the street or the railroad right-of-way, or by the total demolition or destruction of the bridge by other than railroad operations or agencies. Should a future reconstruction of the bridge be required by reason of the widening of the street or railroad right-of-way, or by the demolition or destruction of the bridge by other than railroad operations or agencies,

THE PHILADELPHIA, BALTIMORE AND WASHINGTON
RAILROAD COMPANY

BY

[Signature]
Vice President

Attest

^{SGW} [Signature]
Asst. Secretary

THE PENNSYLVANIA RAILROAD COMPANY, Operating
as lessee of PHILADELPHIA, BALTIMORE AND
WASHINGTON RAILROAD COMPANY

BY

[Signature] EW
Vice President

Attest

^{JTW} [Signature]
Secretary

PENNSYLVANIA PUBLIC UTILITY COMMISSION

1948 JAN 8 AM 10 57

In re: Application of the Department of Highways for :
approval of the alteration of the crossing at :
grade where State Highway Route 221 is crossed :
by a single track of The Pennsylvania Railroad :
Company in Ashville Borough, Cambria :
County and the allocation of the costs and :
expenses incident thereto. :

SECRETARY'S OFFICE
PENNSYLVANIA PUBLIC UTILITY COM.
Application
: Docket No. 71530 194

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

THE PETITION OF THE DEPARTMENT OF HIGHWAYS
RESPECTFULLY REPRESENTS:

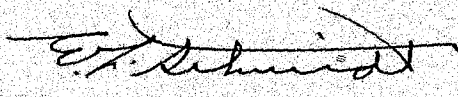
1. That the name and address of you petitioner is the Department of Highways of the Commonwealth of Pennsylvania Ray F. Smock, Secretary of Highways, North Office Building, Harrisburg, Pennsylvania.
2. That it is desirable to widen and improve a part of State Highway Route 221, Section 11, in Ashville Borough, Cambria County.
3. That said highway is crossed at grade by a single track of The Pennsylvania Railroad Company at or about Highway Survey Station 842+92, and said crossing should be altered, as shown on the plan attached hereto and made a part hereof.
4. That the only public service companies or municipalities affected by this construction are, to the best of your petitioner's knowledge and belief, as follows:

County of Cambria
Borough of Ashville, Cambria County
The Pennsylvania Railroad Company, J. Taney Willcox, Sec.
Broad Street Station Building, Philadelphia
The Bell Telephone Company of Pennsylvania, 1835 Arch St.,
Philadelphia, Pennsylvania
Pennsylvania Electric Company, Johnstown, Pa.
5. That a conference of all parties of interest should be held to discuss the proposed improvement.
6. That the alteration of the crossing at grade, as shown above, is necessary and proper for the safety, accommodation and convenience of the public.

RECORDED
FILED

DOCKETED
APPROVED FOR DOCKET
JAN 12 1948
ENTRY No. 71530

WHEREFORE, your petitioner prays your Honorable Commission under Section 409 of the Public Utility Law, for approval of the alteration of the crossing at grade where State Highway Route 221, Section 11, is crossed by a single track of The Pennsylvania Railroad Company in Ashville Borough and the allocation of costs and expenses incident thereto, and it will ever pray, etc.



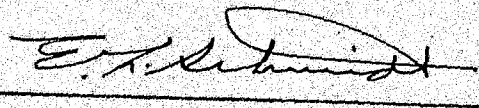
E. L. Schmidt
Deputy Secretary of Highways

Signed and dated this 7th
day of January 1948

* * * * *

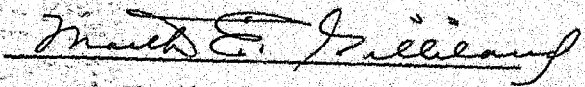
STATE OF PENNSYLVANIA:
 : SS
COUNTY OF DAUPHIN :

Before me, the undersigned, personally appeared, E. L. Schmidt, Deputy Secretary of Highways of the Commonwealth of Pennsylvania, who being duly sworn according to law, deposes and says that the foregoing facts are true and correct, to the best of his knowledge and belief.



E. L. Schmidt
Deputy Secretary of Highways

Sworn and subscribed before me
this 7th day of January 1948



Martha E. Gilliland
Notary Public
My Commission expires March 13, 1951

Plan

A. 7/5-30

OVERSIZE

DOCUMENTS

In re: Application of the Department of Highways for approval of the alteration of the crossing at grade where State Highway Route 221 is crossed by a single track of The Pennsylvania Railroad Company in Ashville Brought, Cambria County and the allocation of the costs and expenses incident thereto.

Application Docket No. 71630948

FEB 4 AM 10 25

RECEIVED
QUALITY CONTROL SERVICE

State of Pennsylvania) ss:
County of Dauphin)

On this 26th day of January, A.D. 1948, before me, the subscriber, a Notary Public in and for said county and state, personally appeared F.D. Cooner who, being duly sworn and according to law, deposes and says, that he is over twenty-one years of age; that he is Engineer of Grade Crossing Elimination for the Department of Highways; that on 12th day of January 1948, he served by registered mail on _____, of _____

County of Cambria

Borough of Ashville, Cambria County

The Pennsylvania Railroad Company, J. Taney Willcox, Secretary, Broad Street Station

Building, Philadelphia, Pennsylvania

The Bell Telephone Company of Pennsylvania, 1835 Arch Street, Philadelphia, Pa.

Pennsylvania Electric Company, Johnstown, Pennsylvania

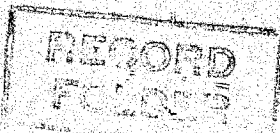
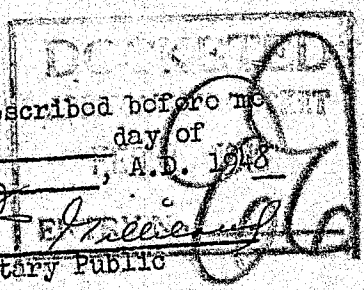
being the individuals or public service company or companies affected, a copy of the petition and notice of hearing in the above matter; that at the time of mailing said petition and notice of hearing the Department of Highways paid the full legal postage thereon and registered the same; that there is a regular mail communication between Harrisburg and the post office of the above addressees.

F.D. Cooner
F.D. Cooner
Engineer of Grade
Crossing Elimination
Department of Highways

Sworn to and subscribed before me
this 2d day of February, A.D. 1948

Walter E. ...
Notary Public

My commission expires 1376
day of March, 1951



Bill and Affidavit for Advertisement of Highway and Bridge Construction

RECEIVED
15 MAR 30 AM 10 14

Name of Paper

The Johnstown Tribune

Published at
SECURITIES OFFICE
PUBLIC UTILITY COM.
Johnstown, Pennsylvania

To publishing advertisement for receipt of sealed proposals in issues of Tribune,
March 17 and 22, 1948

1 3/4 inches ~~times~~ 2 times, at \$2.00 per inch ~~times~~ \$7.00

Affidavit \$.50
Total \$7.50

Affidavit of Publication by Owner or Publisher

State of Pennsylvania)
County of Cambria) SS:

Before me, a Notary Public in and for the county
+ of aforesaid, personally appeared Roy C. Stormer
+ who being duly
+ sworn) according to law, doth depose and say
+ affirmed)
+ that he) is Accounts Manager
+ she) of the

+ Johnstown Tribune a newspaper of general circulation,
+ a daily
+ published at Johnstown (legal or technical journal)
+ County; that its said place of business was established
+ Dec. 7, 1853; that the notice, of which the annexed clip-
+ ping from one of said newspapers is a copy, was printed and
+ published for two successive weeks in the regular
+ editions and issues of said newspaper on the following
+ dates:

March 17 and 22, 1948

+ that the affiant is not interested in the subject matter.
+ of the said advertisement; and that all of the allegations
+ of this statement as to time, place and character of pub-
+ lication are true.

NOTICE is hereby given that applica-
tion has been made to the Penn-
sylvania Public Utility Commission
under the provisions of the Public
Utility Law by the Department of
Highways for an order evidencing the
commission's approval of the altera-
tion of the crossing of the altera-
State Highway Route 221 is crossed
by a single track of the Pennsylvania
Railroad Company in Ashville Bor-
ough, Cambria County, and the alloca-
tion of the costs and expenses incident
thereto. (71530).
A public hearing upon this applica-
tion will be held in the Courthouse
at Ebensburg, on Friday, April 2,
1948, at 10 a. m. where and when
all persons in interest may appear and
be heard, if they so desire.
DEPARTMENT OF HIGHWAYS,
RAY F. SMOCK, Secretary,
Applicant.

Roy C. Stormer
Signature of Affiant

day of March, A. D. 1948

DOCKETED
APR 23 1948
MAR 31 1948
ENTRY N

NOTARY

Sworn to and subscribed before me this