



1018773

Sheet ID:

Record Number:

Section Number:

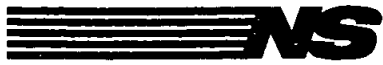
Subject:

Name:

City: State:

Misc:

Status:



NORFOLK SOUTHERN CORPORATION

Form 424
Item 157984

117-21506

No. Section

Date 19

SUBJECT:

For PREVIOUS Correspondence:

See File No.

" " "

" Section No.

For LATER Correspondence:

See File No.

" " "

" Section No.

For CORRESPONDENCE on:

.....

.....

.....

.....

See File No.

117 - 21506 MF B - 183.52
UPASS
CUT & CTS
EUCLID, OH
Cleveland OH

117-21506

117-21506

No.

No.

ANALYTICAL INDUSTRIAL RESEARCH LABORATORIES, INC.

**1550 37TH STREET, NE
CLEVELAND, TENNESSEE 37312
(423) 476 - 7766 Fax: (423) 476-7714**

North Carolina Certification# 340
Tennessee Certification# 02034

Lab Report 101502

1479

Norfolk Southern/Atlanta
Attention: Ray D. Dickerson
99 Spring Street, SW
Atlanta, GA 30303

Date Received 2/ 7/2000
Date Sampled 01/11/2000
Date Requested 2/21/2000
Rush Status Normal
Phone (404) 529-1251
 Fax
PO#

Company: Norfolk Southern
Bridge Number: B183.52 **117-215016**
Location: Cleveland, OH (High Level)
Kit Number: 3163
Sample Date: 01/11/2000
Sample Area 1: Span #1 SE Inside Web
Sample Area 2: Span #1 NE Inside Web
Sample Area 3: Span #2 SW Lower Flange

Sample Information

Kit # 3163

<i>Lab Report</i>	<i>101502</i>	<i>Result</i>	<i>MDL</i>	<i>Method</i>	<i>Date</i>	<i>Time</i>	<i>Analyst</i>
<u>Sample ID</u>							
B183.52-01	Lead (Pb)	167000 mg / Kg	30	6010	2/23/00	13:29	JJD
B183.52-02	Lead (Pb)	187000 mg / Kg	30	6010	2/23/00	13:25	JJD
B183.52-03	Lead (Pb)	185000 mg / Kg	30	6010	2/23/00	13:21	JJD

I hereby certify that the analytical procedures employed are those approved by the Environmental Protection Agency or other applicable methods for these analyses.

Signed

Ray D. Dickerson

LA-MJF

Cleveland, Oh -- Proposed Conveyance to Gateway Economic Development
Corp. ((V4-Ohio/13))

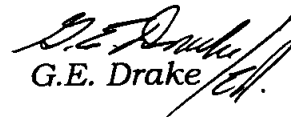
Atlanta 2-3-95
file: 109-9785/jbm

✓ 117-21506
117-21509

R.L. Williams:

Herewith 5 prints of drawing RD-94-0021, last revised 2-3-95. The drawing reflects the requested revisions to the proposed area of conveyance, as identified in your letter of January 3, 1995.

You also requested that we identify the acreage of the area shown blue on a print attached to your letter. We have attached a sketch identifying the configuration and acreage for the "Blue Area".


G.E. Drake

cy: R.W. Parker
E.E. Kelle
L. Bond


cy: A.F. Williams
T.J. Drake
J.W. Smith
L.C. Smith

(with print of RD-94-0021)



**NORFOLK
SOUTHERN**

Norfolk Southern Corporation
Engineering Department
1200 Peachtree Street
Atlanta, GA 30309

This page is left in the original file as a placeholder. The following item(s) were removed from the original file and scanned separately:

- Large-format Drawing(s)
- Photographs
- Oversized Page (General)
- Non-scannable Object (see note)

Original File Number: 117-21506

Sheet ID Number: 1018773

Box Number: A0-0312

Number of pages associated with file: 1

General Comments: _____

Imaging Solutions and Services, Inc.



Atlanta, GA - June 7, 1994

File: 109-9785 TCH

✓117-21506

117-21509

CLEVELAND, OHIO - Proposed Conveyance of Property

R. L. Williams
Manager Real Estate
Columbus, OH

Please refer to your May 12, 1994 letter requesting comments regarding bridges in connection with subject property sale. This letter was received in this office attached to G. E. Drake's June 3, 1994 letter to you. This is the first opportunity we have had to comment on this proposal and we have important concerns.

1. Bridges B-183.52 and B-183.96. Neither of these bridges have any value for future use to the Railway. The cost to remove the bridge spans and piers is estimated at over \$300,000. Abutment removal may cost an additional \$100,000. We highly recommend that all ownership and maintenance of these bridges be transferred to the purchaser of the land.

2. The E. 9th Street Bridge over RTA (B-184.04) is owned and maintained by Norfolk & Western. All of the Railway's interest (ownership and maintenance) must also be transferred to the land purchaser.

3. Bridge B-184.50 and Retaining Wall east of B-184.50. The proposed "permanent easement" extending to 25' from center-line of track is not sufficient to allow maintenance of the east 300' of our bridge B-184.50. This easement should be increased to a minimum of 40' from center-line of track, on each side of our tracks, from the bridge abutment to Canal Road. Steps need to be taken to insure that land under Bridge B-184.50 cannot be used for any purpose without the Railway's concurrence (such as parking cars), to prevent vandalism and damage to our bridge and also to protect the Railway from liability claims for anything falling off trains on the open deck bridge. In addition, there is a major on-going concern with slope stability and the potential for failure of a significant retaining wall on the south side of the eastward main track between the east end of Bridge B-184.50 and Milepost B-184. This retaining wall, according to the right-of-way sketch received with Mr. Drake's June 3 letter, appears to be located on the strip of land that won't be included in the proposed "permanent easement". The Railway must retain control of this retaining wall and at very least, the proposed "permanent easement" should be increased to include all right of way south of our tracks west of milepost B-184. A better solution would simply be not to sell the right of way (while increasing the right-of-way width from the east abutment of Bridge B-184.50 as outlined above) from milepost B-184 west.

Mr. R. L. Williams
Page 2 109-9785, etc.
June 7, 1994

Clearly there is a benefit to Norfolk Southern to dispose of the majority of this real estate which is no longer needed for our operations. However, we cannot recommend the proposed sale of the right-of-way under our main line through Cleveland as being in the best interest of Norfolk Southern.

E. Bond

cc: P. R. Ogden
R. F. Cothran
J. D. Bagley
T. J. Drake
J. A. Geary
M. J. Freeman
G. E. Drake
E. E. Kelle
L. D. Hale
M. D. Manion
R. W. Parker



NICKEL PLATE RAILROAD

- 0 -

FILE NO. 1783.52

SUBJECT Bridge #183.52

East High Level Freight approach

LOCATION Cleveland O

DISTRICT NKP

ENGINEERING DEPARTMENT

- 0 -

Part 2 - 1930 to date

Part 1 - Transferred

See also E. J. I. Dept File 700-3

183.52 2

1-N-2
3-N-1
6-N-1
7-N-4
8-N-3
10-N-2
15-N-1
14

Palmer

November 23, 1936
Rev 5-27-1937

CLEVELAND, OHIO

E.H.L. BRIDGE #183.52

CLEVELAND UNION TERMINALS

Ch. Engr. File 183.52
Div. " "

~~Unable to find any agreement to cover.~~

~~MR TINKER ADVISES 100% NKP OBLIGATION~~

Miss B

Type here all I have bracketed
on attached sheets and then return
all to me.

E.H.L. BRIDGE #183.52

CLEVELAND, OHIO
SS 9615
183

CLEVELAND UNION TERMINALS

1-N-2
3-N-1
6-N-1
7-N-4
8-N-3
10-N-2
11-N-1

14

11-23-1936

Cleveland Ohio

E.H.L. Bridge #183.52

Cleveland Union Terminals

Ch. Engr File 183.52
Dir " "

Unable to find any agreement to cover.

E.H.L. Bridge #183.52

Cleveland Union Terminals

Cleveland Ohio
55 9615'
183

183-52
FEB 9 1933

NICKEL & CARBON ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

JOINT WORK REPORT

Report of Work Performed in Repairing or Operating Tracks, Buildings, and Other Facilities Used Jointly by This and One or More Other Companies; Cost of Repairing Industrial Tracks (except from Switch point to thirteen foot clearance point); also Supplies Furnished Joint Crossing Watchmen, etc.

Name of Track or other Property C.I.R.R. Bridge *Cast Hi Level Lead Br*

Location Cleveland, Ohio. Joint With C.T.I. & C.I.R.R.

Section No. _____ Siding Ref: _____ Dates of Work Done January 1933

DESCRIPTION OF WORK PERFORMED	Hours and Rates per Hour			
	Hours	Rate	Total	Other
Install downspouting on C.I.R.R. bridge	6 hrs.	@ \$0.585		
(C.W. Waters)				

MATERIAL AND SUPPLIES USED

Amount	Kind	Description (Also whether new, second-hand or scrap)
1 pc.		Down Spouting 5" x 48" Lot Order No. 7227
1 pc.		Down Spouting 5" x 71" Lot Order No. 7227

MATERIAL TAKEN UP

		NONE

WORK EQUIPMENT USED

Kind	Car No.	No. Days Used
NONE		

Note—See instructions on other side.

The above statements correct:

H. L. Koch, Supervisor
Foreman
Roadmaster

JOINT WORK REPORT

1. The Labor and Material shown on this report should agree with Distribution of Labor Report and Material Report.

2. This report should be made after each joint job has been completed, or if the work is not completed at end of month, separate report should be made for each month.

3. When no joint work has been performed during the month, a report should be made with notation to that effect.

4. Show all material used and taken up.

5. When two or more Foremen are engaged on the same piece of work, each should report only his own charges, so as to avoid duplication.

6. Under "Material Taken Up" show quantities of second-hand or scrap material received. The quantities of most material, especially rail, should be the same as the quantities used. State in all cases whether second-hand or scrap material is taken up.

7. Under "Work Equipment Used" show engines, steam shovels, spreaders, unloaders, flat and bunk cars, and other equipment used so that proper rental charge may be made.

8. This blank is also to be used for reporting repairs made to industrial tracks, the expense of which is to be borne by the industry. However, no work of this kind should be done until an estimate of the repairs has been sent to the Roadmaster and he has taken the matter up with the Asst. Chief Engineer. When the repairs have been authorized, the Foreman will be notified. Care should be taken to repair only such portion of the track for which authority has been granted. If it is necessary to use a greater amount of labor and material than originally estimated, additional authority must be secured in advance.

Cleveland, Ohio
January 8, 1935 - mb

Mr. Bergen -

Your letter of December 15 relative to the East Approach Easement lease now being negotiated with the C.U.T., which provides that the latter is granted slope rights on certain portions of the Nickel Plate property and which further provides that until such time as the Nickel Plate uses all or any portion of its property covered by slope rights, the C.U.T. shall pay all taxes and that after used by the Nickel Plate, the Nickel Plate assumes the taxes on the portion used.

In connection with the two locations at which the latter provision comes into effect at the present time; namely, one along Ontario Street, west of Central Avenue where the C.T.B. has leased portion of Nickel Plate land for gas station and parking purposes, and another at Andes Court where we recently constructed an industrial track, I am enclosing blue print of plan E 184-4 showing fence as relocated at Andes Court, and blue print of N-2241 $\frac{1}{2}$ showing fence along Ontario Street at the location described.

A. C. Harvey

enc

NICKEL PLATE ROAD

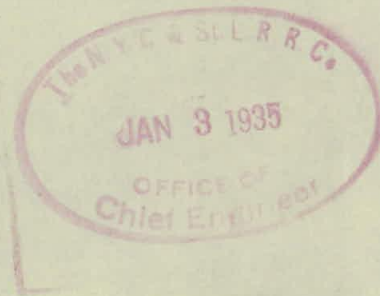
THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

Conneaut, O. Jan. 2, 1935.

Mr. A.C. Harvey,-

As requested in your letter of Dec. 27, 1934, the location of two fences, one at Ontario St. and one at Ades Court, has been plotted on the attached blue prints.

W. Sprague.



WEC
 Take record and furnish
 print of each showing fences
 A.C.H.
 1/3/35

Mr. Harvey.
 Am attaching one print of
 the ground plan N-2241/2 and
 Plan E-184-4 each revised
 to show fence referred to above
 W.E.C.
 1-7-35

1/15

Cleveland, Ohio
December 27, 1934 - me

Mr. Sprague -

Mr. Bergen advises that, under the East Approach Easement lease now being negotiated with the C.U.T., the latter is granted slope rights on certain portions of the Nickel Plate property and it is provided that, until such time as the Nickel Plate uses all or any portion of its property covered by slope rights, the C.U.T. shall pay all taxes and that, after use by the Nickel Plate, the Nickel Plate assumes the taxes on the portion used.

There are two locations at which the latter provision comes into effect at the present time; one along Ontario St. west of Central Avenue where the C.T.B. has leased portion of Nickel Plate land for gas station and parking purposes, and another at Andes Court where we recently constructed an industrial track.

Mr. Bergen has asked to be advised as to the location of the fences at these two points so that he may agree with the C.U.T. as to the area upon which the Nickel Plate will assume the taxes.

For your convenience, I am enclosing blue print showing the industrial track at Andes Court and, although this shows by pencil line the approximate relocation of the fence, it is not sufficiently definite for our purpose and will you please indicate on this blue print the exact location of the fence as relocated. I am also enclosing a blue print showing the property in the vicinity of Ontario St. west of Central Avenue where land has been leased for gas station and parking purposes and will you please indicate on this blue print the exact location of the fence so that I may advise Mr. Bergen accordingly?

A. C. Harvey

Enc

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

December 15, 1934.



Mr. A. C. Harvey -

Under the East Approach Easement lease now being negotiated the C.U.T. has granted slope rights on certain portions of Nickel Plate property and it is provided that, until such time as the Nickel Plate uses all or any portion of its property covered by slope rights, the C.U.T. shall pay all taxes. After use by the Nickel Plate, the Nickel Plate assumes the taxes on the portion used. There are two locations at which the latter provision comes into effect at the present time; One, along Ontario Street West of Central Avenue, where the C.T.B. has leased portion of Nickel Plate land for gas station and parking purposes, and another, at Andes Court, where we recently constructed a track. Please advise me as to the locations of the fences at these two points (in the latter case, when you have agreed with the C.U.T. as to location of the fence, in accordance with my letter of the 6th inst.) so that I may agree with the C.U.T. as to the area upon which the Nickel Plate will assume the taxes.

W. J. Bergen

W.J.B.

WJB/HC

WEC

Please talk at your convenience

*Lym
12/20*

*L.M.M.
2 1/2 units attached for Mr. Spogues use in obtain occupancy in these parcels
W.E.C.
12-26-34*

15715

8

January 13, 1933

File H

Mr. W. W. Edwards
Engineer M. of W.,
Cleveland Interurban Railway Co.
Cleveland, O.

Dear Sir:

Referring to your letter of November 30, 1932, calling our attention to a condition existing at our east high level bridge over the Cleveland Interurban Railway Co's tracks west of East 34 Street.

Mr. Koch, our Supervisor of Bridges & Buildings, advises that the condition complained of has been taken care of.

Yours truly,

Engineer of Track

B

NICKEL & CARBON ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

Conneaut, Ohio Jan. 10, 1933.

D

Mr. G. H. Tinker,
Bridge Engineer,
Cleveland, Ohio.

Dear Sir:

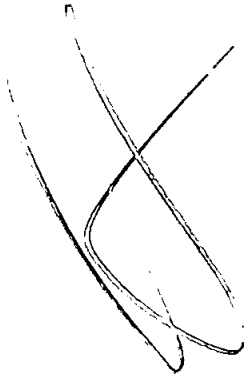
Referring to your letter of December 14th and other correspondence in regard to condition that exists at easterly bridge over C. I. R. R. Company tracks at our East High Level Bridge.

This work has been completed as outlined in my letter of December 10, 1932.

Yours truly,

A. L. Sch.
Supv'r B. & B.

WEH:AJ



15715

D

December 14, 1932

182.08

Mr. H. L. Koch
Supervisor B. & B.

Dear Sir:

Referring to your letter of December 10, with reference to mine of the 2nd, in regard to condition at easterly bridge over C. I. R. R. Co. track at East High Level Bridge, Cleveland.

If all that is necessary is to make an installation to care for the drainage according to your sketch, you can care for this work without any further authority as the expense will be small.

Please, however, see that it is done as soon as possible.

Yours truly,

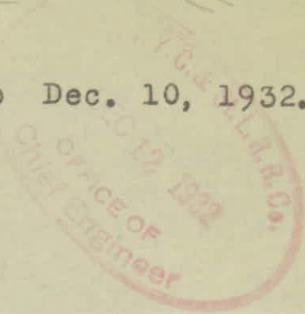
Bridge Engineer

B:E

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

Conneaut, Ohio Dec. 10, 1932.



File H.

Mr. F. S. Hales,
Cleveland, Ohio.

Dear Sir:

Referring to your letter of December 2nd, 1932 in regard to condition at easterly bridge over C.I. R.R. Co's track at east high level bridge.

Attached is sketch showing what is required to take care of the situation.

Yours truly,

A.L. Koch

Supv'r B. & B.

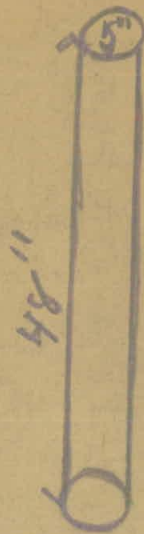
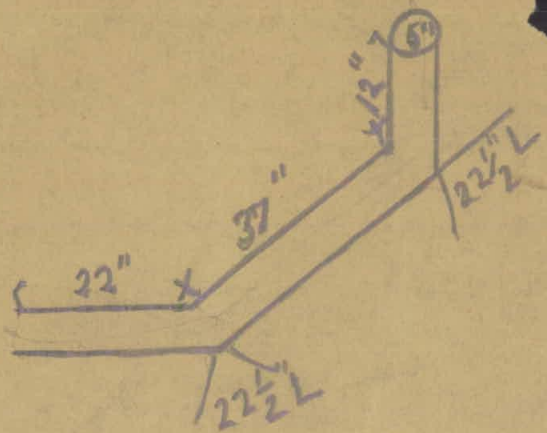
HLK:AJ

inc.



*2 - 1/8 or 22 1/2" Ells
1 - 12" 12" long
37" "
22" "
48"*

*1500
110
150*



Info for install 3/08
to install



17715
B

December 2, 1932

File H

Mr. H. L. Koch
Supervisor B. & B.

Dear Sir:

Mr. W. W. Edwards, Engineer of Maintenance of Way, of the Rapid Transit has written me as follows:

"I wish to call your attention to a condition that exists at your easterly bridge over the C.I. R.R. Co's tracks at your east high level bridge.

"In freezing weather icicles form at the outlet of the deck drainage system of this bridge, creating a hazard to our transportation. If you desire, I will gladly go over this situation with you on the ground."

I assume that what Mr. Edwards refers to is icicles forming at the bottom of the floor drainage pipe and I wish you would make an inspection at your convenience the next time you are in Cleveland and advise what is necessary to take care of the situation.

Yours truly,

Bridge Engineer

B

December 2, 1932

File H

Mr. W. W. Edwards
Engr. M. of W.
The Cleveland Interurban Railroad Co.
Terminal Tower
Cleveland, O.

Dear Sir:

Referring to your letter of November 30 to Mr. Tinker in connection with icicles forming at the outlet of the deck drainage system on our east high level bridge.

I have instructed our Supervisor of Bridges and Buildings to look this situation over and advise what is necessary to overcome the condition complained of.

Yours truly,

Engineer of Track

B

THE CLEVELAND INTERURBAN RAILROAD CO.
TERMINAL TOWER
CLEVELAND

November 30, 1932

Mr G. H. Tinker, Bridge Engineer,
N. Y. C. & St. L. R. R. Co.,
Cleveland, Ohio.

Dear Sir:

I wish to call your attention to a condition that exists at your Easterly bridge over the C. I. R. R. Co.'s tracks, west of East 34th Street.

In freezing weather icicles form at the outlet of the deck drainage system of this bridge, creating a hazard to our transportation. If you desire, I will gladly go over this situation with you on the ground.

Thanking you, I remain

Yours very truly,

W. W. Edwards.

W. W. Edwards
Eng. Maint. of Way

WWE/Z

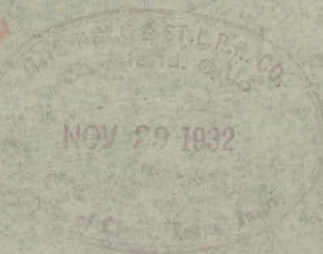
W

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

November 29, 1932.

400-13



Mr. H. D. Jouett,
Chief Engineer,
Cleveland Union Terminals Company.

Dear Sir:

Referring to your letter of the 4th inst., regarding expense of cleaning up along the Nickel Plate high level lead tracks near East 34th Street, I wish to say that as to the catenary structures there is no obligation on the part of the Nickel Plate. As to the washing of dirt on the C. U. T. right of way it is the obligation of the Nickel Plate to prevent or clean up the material. I am therefore willing to accept such part of your charge of \$29.81 as applies to the latter item. I should also request that in case of recurrence that this Company be notified as it may be preferable to do the work with our own forces.

Yours truly,

Engineering Ass't to President

WJE/HC

CC - F. S. Hales

Handwritten notes:
F. S. Hales
2/8/35
2/14/35

8
November 28, 1932

Mr. W. J. Bergen
Engr. Asst. to President

Dear Sir:

Referring to the attached letter from Mr. Jouett, Terminal Manager, under date of November 4, that you noted to me in connection with the filling washing down over the retaining wall along the high level lead.

It has been arranged for our Roadmaster to have his forces cover the slope with cinders in an endeavor to overcome the filling washing down onto the tracks and Roadmaster has also instructed his forces to remove and clean up any dirt that may wash down onto the wall after each rain.

It is evident that our forces have failed to stop this over-run in one or two instances and we are agreeable to accepting bill for \$29.81. We would appreciate the C. U. T. advising Mr. Wallace's office at once should it become necessary for them to again clean up at this point.

Yours truly,

Engineer of C. T. I.

B:B

inc.

NICKEL PATENT ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

Rocky River, Ohio
November 23, 1932Mr. J. C. Wallace
Ass't. Chief Engineer

Dear Sir:

Your letter November 10th relative to letter from Mr. Jouett in regard to dirt washing over retaining wall along high level lead.

It is an extremely difficult proposition to prevent any dirt washing over the top of this retaining wall during a heavy rain. However, I have instructed my foreman to remove and clean up any dirt washing down onto the wall after each rain. I have also instructed him to cover the slopes with cinders in an endeavor to overcome the bank washing and we will prevent as much of this dirt washing over the wall as is possible.

I do not think we should start the practice of accepting bills from the Terminals Company for this kind of work as there are a great many new fills in Cleveland territory which have not been covered with cinders and if we accept one bill from them for labor of this kind they will want us to reimburse them for dirt washing down into side ditches at all other points.

Yours truly,


Roadmaster

FJP:R

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

11/23
B
November 10, 1932

Mr. F. J. Parkhurst
Roadmaster

Dear Sir:


Mr. Jouett, Terminal Manager of the Cleveland Union Terminals Company, has addressed the following letter to Mr. Bergen, Engineering Assistant to President, under date of November 4:

"At the time the Nickel Plate filled behind the high level lead retaining walls between E. 34 St. and the east high level lead bridge, this filling was put in in such a way that it ran down over the top of the retaining walls. From time to time our catenary maintenance men have had to clean some of this dirt away from around the catenary supports, and recently there has appeared in our books charges of the Track Dept. for removal of dirt washed down from the Nickel Plate retaining wall between the Nickel Plate high level lead bridge and E. 34 St. It seems to me that it is only fair that the Nickel Plate reimburse the Terminals Company for cleaning up such dirt. Kindly advise if you are willing to accept a bill for such cleaning. The two charges now on the books total \$29.81. There may have been other work of this kind of which we have no record."

Will you please look into the matter and after your investigation advise whether the Terminals Company would be justified in billing us in this amount.

Please also see that hereafter the fill is maintained so that the filling will not run down over the top of the retaining wall, cleaning up any material that happens to run over the top of the wall, if necessary.

Yours truly,


Asst. Chief Engineer

B:B

15715

October 27, 1931

Mr. F. S. Hales
Engr. of C.T.I.

Dear Sir:

Please refer to our letter of September 17th to Mr. Bergen, copy to you, on theoretical retaining wall in place of east abutment and "C" Wall at bridge 182.08, East High Level Freight Lead, and correct the last line of the cost setup pertaining to waterproofing, to read as follows:

As Waterproofing - 2189 s.f. at \$0.15	\$328.35
Total for theoretical wall	\$4548.40

The figure 2189 sq. ft. instead of the old figure of 3352 sq. ft. is what we agreed on with Mr. Marsh's force and understood that this correction is all that is now necessary for approval by the C.U.T.

It may be necessary for you to revise your percentage of 16% on the item of engineering, supervision, etc. to correspond to the new total cost figure above of \$4548.40.

After making above correction on the waterproofing you will be in a position to render the final bill against the C.U.T.

Very truly yours,

OEH/S

Bridge Engineer.

182.08
3

NICKEL PLATE ROAD

15715

THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD COMPANY

File 700-3-1

Sept. 21, 1931.

Mr. W. J. Bergen,
Engr. Asst. to President.

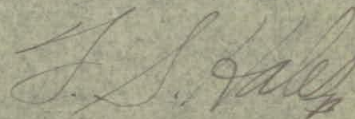
Dear Sir:

Mr. Tinker has furnished me copy of his letter of Sept. 17 to you in connection with the East High Level Bridge, requesting that I furnish you with sections supporting the amount of \$3,338.11 paid Culbertson for extra excavation in connection with the West abutment.

Wish to advise that there are no sections available which show the yardage of material removed. The work was done by Culbertson on a cost plus basis and done because of the fact that the Nickel Plate and the Cleveland Union Terminals Company could not agree on who was responsible for the removal of this dirt. The material had to be removed in order to construct the bridge so I ordered Culbertson to do so.

I attach hereto copies of correspondence and memorandum in this connection which I believe is self-explanatory.

Yours very truly,



ENGINEER OF C. T. I.

WJB:E

CC: G. H. Tinker,
O. E. H.

File 700-3-1

December 1, 1928.

Mr. W. J. Bergen,
Engr. Asst. to President.

Mr. A. C. Harvey,
Chief Engineer.

Gentlemen:

Attached herewith is a memo concerning the condition at the East High Level Bridge.

I wish to advise that, since this memo, there has been another large slide and I have instructed Mr. Culbertson to get it out as promptly as possible.

The situation at this point is rather serious as it affects the work and I believe the only thing to do is to get the work out as quickly as possible.

Yours truly,

(Signed) F. S. HALES

FSH:E

ENGINEER OF C. T. I.

Nov. 30, 1928.

C

MEMO OF MEETING WITH MR. FROLKING OF THE
CULBERTSON COMPANY REGARDING THE
EAST HIGH LEVEL BRIDGE AS IT
IS AFFECTED BY THE C.U.T.
GRADING

There has been considerable discussion and several meetings and memos made concerning the grading at this point holding up progress on the construction of the bridge and, although the C. U. T. claimed they were out of our way, it is a fact that our contractor has been held up for at least a week and has also been delayed previous to that time. It appears that the removal of the dirt on the site of the north abutment wing wall, together with the removal of the ramp as well as the removal of the old bridge pier, was not completed until about the same time that the two shovels divided by a fill at the old brewing property met each other with their cut. This meeting enabled the grading contractor to proceed further with his work but has delayed our contractor regardless of the pro's and con's of the different conversations.

It developed Tuesday that the grading contractor had not excavated far enough west to allow our contractor to proceed with the abutment due to danger of the upper portion of the cut sliding in.

This morning Mr. Frolking and I discussed this on the ground and, while doing so, the chief of party for the C. U. T. in that territory came up and, in discussing the matter with him, he stated that they came as far west as our man originally told them, but our stakes show that they did not and that, in addition to the stretch on top, which is about 6 ft. deep, 15 ft. wide and 30 ft. long, amounting to around 100 yards, there is also about 300 or 400 yards at the west end which it is necessary to move before the wall can be constructed.

In view of the previous correspondence and the inability to agree as to why or why not the proper amount of grading has not been done by C.U.T. and also in view of the fact that it is very necessary that Culbertson be allowed to proceed promptly, I instructed him this morning to arrange to remove that portion on top which is liable to cave in and also to arrange to excavate the portion on the west end at actual cost plus 10%.

It appears to me that this is the only thing to do and, regardless of whose obligation it is, the thing of importance at this time is to get it done and we can discuss the matter of paying for it with the C. U. T. later.

F. S. HALES.

~~COPY~~
THE CLEVELAND UNION TERMINALS CO.
1010 Terminal Tower,
Cleveland, O.

Nov. 14, 1928.

Mr. F. S. Hales, Engr. of C.T.I.,
Nickel Plate Railroad Co.,
Cleveland, Ohio.

Dear Sir:

Please be advised that the slip at the location of your East High Level Freight Bridge just east of East 25th Street will have been removed by 11:00 o'clock today. Will you please arrange for your contractor to take possession immediately?

The ramp referred to will not interfere with the construction of this North Abutment. It is planned shortly to be able to remove the lower part of this ramp, and gradually the excavator will be working away from the operations of your contractor.

In this connection, the contractor desires to lay a track from your line into the location of this abutment. This will necessitate him leaving in or filling up part of the excavation which is under our contract, and this should be removed by him before he completes his work.

Very truly yours,

(Signed) N. H. SULLOFF

Engineer of Construction

NHS:ND

CC: Messrs. Bergen
Jouett
Bigelow



November 7, 1928.

Fidelity Union Bank

Mr. W. H. Suloff,
Engineer of Construction,
The Cleveland Union Terminals Co.,
Cleveland, O.

Dear Sir:

A few days ago, Mr. Bergen called Mr. Jouett's attention to the condition existing at East 25th Street at the location of our East High Level Lead Bridge.

As you know, a large amount of dirt caved in at this point, filling up the excavation previously made by Selden and, unless this dirt is removed promptly and also unless some other arrangements are made with respect to location of ramps, our contractor will be delayed in the construction of this bridge. The south abutment will be completed within a few days and I do not know just what we can do after that until your contractor gets a little further advanced with his excavation.

Will you please look into this promptly, doing what you can to assist us in this matter?

Yours very truly,

(Signed) F. S. HALES

Engineer of C. T. I.

FSH:S

CC - Mr. W. J. Bergen

15715

September 17, 1931

Mr. W. J. Bergen
Engr. Asst. to Pres.

Dear Sir:

In answer to yours of July 29th asking to reconcile certain differences with the C.U.T. Company in the cost allocation of the East High Level Lead Bridge.

We took the matter up with Mr. Marsh's force, rechecked their figures and came to verbal agreement with them on the figures Mr. Couett questioned. These figures are for the theoretical retaining wall in place of our east abutment and "C" wall and are now as follows:

Theoretical retaining wall in place of west abutment
(Per plan 182-08-313, sheet 1, dated March 30, 1931)

As submitted before and approved by the C.U.T. Company in their letter to Mr. Bergen of July 27th

\$11,884.62

Theoretical retaining wall in place of East abutment and "C" Wall
(Per plan 182-08-313, sheet 1, dated March 30, 1931)

Excavation	533 c.y. at \$ 1.50	\$799.50	
Concrete	322 c.y. " 10.50	3381.00	
1/2" Carey Elastic	158 s.f. " 0.25	39.55	
As Waterproofing	3352 s.f. " 0.15	502.80	\$4,722.85
Cement test J.H. Herren Co.		\$ 78.54	

Your proportion - 41.78% based on ratio of concrete in theoretical walls to total in bridge

\$ 32.81

Engineering, supervision, etc.

\$5593.74

Your proportion - 16.00% based on ratio of cost of theoretical walls to total bridge

\$895.00

18208

Concrete inspection

\$21.63

Your proportion - 41.78% based on ratio of concrete in theoretical walls to total in bridge

\$ 9.04

Amount paid H.E.Culbertson to do necessary excavating to grade at the west abutment of the East High Level Lead Bridge at E. 25th St. and to remove the top of the west abutment bank and the numerous slides

\$3,338.11

GRAND TOTAL - - - - - \$20,882.43

Mr. Jouett's question at the bottom of his letter of July 27th asking for sections on excavation covered by the amount of \$3,338.11 shown as the last item of the Nickel Plate statement will have to be taken care of by Mr. Hales.

Very truly yours,

OEH/S

Bridge Engineer.

CC to Mr. Hales

Mr. Hales: Please note last paragraph and supply W.J.B. with information.

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY
CLEVELAND, OHIO

W. J. BERGEN
ENGINEERING ASS'T TO PRESIDENT

July 29, 1931.

Mr. G. H. Tinker,
Bridge Engineer.

Dear Sir:-

I am handing you herewith copy of statement of the C.U.T. Co. regarding allocation of cost of the East High Level Bridge. Please take up with Mr. Marsh of the C.U.T. and endeavor to reconcile the Nickel Plate and C.U.T. statements.

Yours truly,

W. J. Bergen

Engineering Ass't to President.

WJB:
EJB:

Copy to: Mr. F.S. Hales,
Engr. Cleve. Term. Imp.

*FS.
Copy typewritten part
of attached & return
08/11/31*

for filing

182.02

Abstract from Mr. Jouett's letter of July 27, 1931.

" Referring to statement of The Cleveland Union Terminals Company's proportion of the cost of retaining walls at the East High Level Lead Bridge which you sent me with your letter of April 21, 1931.

The estimate of the cost of the wall required in place of the West Abutment, as given in your statement, is satisfactory to me.

I am giving below comparison of the estimated cost of the wall required in place of the East Abutment and the "C" wall as shown on your statement and as estimated by us.

	N.K.P. ESTIMATE		C.U.T. ESTIMATE	
Excavation	659 cu.yds.@ \$ 1.50	\$988.50	533 cu.yd.@ \$1.50	\$799.50
Concrete	322 cu.yds.@ 10.50	3381.00	322 " " " 10.50	3381.00
½" Carey Elastitel	135 sq.ft. " .25	33.75	158.2sq.ft." .25	39.55
8" Armco Pipe	241 lin.ft." 1.30	313.30	None	
Waterproofing As	3352sq.ft." .15	502.80	2089 sq.ft. @ .15	313.35
Waterproofing A2	110 " " " .24	26.40	None	
Oak Raggle	80 lin.ft.@150.00M	6.00	None	
		<u>\$5251.75</u>		<u>\$4533.40</u>

You will note that in our estimate we have omitted the items of 8" Armco Pipe, Class A2 Waterproofing and Oak Raggle as these items would be unnecessary for this type of wall especially the 8" Armco Pipe which, if buried deep enough to drain the back of the wall, would be too deep to drain into the ditch in front. If you do not agree with our estimate I would suggest that your estimators discuss this with Mr. Marsh.

Will you please furnish me with sections showing the excavation covered by the amount of \$3,338.11 shown as the last item in your statement."

NICKEL PLATE ROAD

15715

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

CLEVELAND, OHIO

File 700-3

A. C. HARVEY,
CHIEF ENGINEER
J. C. WALLACE,
ASST. CHIEF ENGINEER
G. H. TINKER,
BRIDGE ENGINEER

May 27, 1931.

Mr. G. H. Tinker,
Bridge Engineer.

Dear Sir:

Herewith "as driven" pile charts for
the East High Level Lead Bridge.

Yours very truly,



ENGINEER OF C. T. I.

WJB:E
Enc.

CC: O. E. Hager



15715

April 13, 1931.

Mr. F. S. Hales,
Engineer of C. T. I.

Dear Sir:

Replying to yours of April 11, in reference to quantities in the theoretical retaining wall at the E. H. Level Bridge.

The fact that some of the quantities in the theoretical wall are not in the structure as built, is no reason for omitting them in the theoretical structure. It would be necessary to obtain prices for some of the work from other contracts.

Yours truly,

GHT:JE

Bridge Engineer.

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

CLEVELAND, OHIO

File 700-3

A. C. HARVEY,
CHIEF ENGINEER

J. C. WALLACE,
ASST. CHIEF ENGINEER

G. H. TINKER,
BRIDGE ENGINEER

April 11, 1931.

Mr. G. H. Tinker,
Bridge Engineer.

Dear Sir:

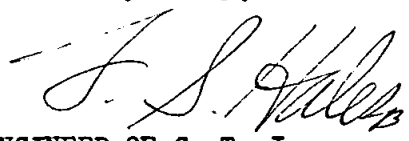
I have yours of April 7, showing quantities to be used for theoretical retaining wall in place of abutments at our East High Level Lead Bridge.

I am unable to apply our contract prices to your estimate because of the fact that certain items are included which were not included in our contract for the construction.

For example; the walls as built were not waterproofed and, as I understand it, the waterproofing is included because it is standard practice with the C. U. T. However, in view of the fact that we did not actually waterproof our work, I believe the C. U. T. would object to being charged for waterproofing if a verification of our records should be made.

The same thing is true of the expansion joint material and oak raggie blocks. We can, of course, use prices for this work based on similar work in other contracts. However, I am calling this to your attention in the event that you wish to revise your estimate to include only work actually done under our contract.

Yours very truly,



ENGINEER OF C. T. I.

WJB:E

CC: O. E. Hager
R. C. S.



April 7, 1931.

Mr. F. S. Hales,
Engineer of C.T.I.

Dear Sir:

In answer to your letter of February 6, requesting plans and estimated cost for theoretical retaining walls in place of abutments and "C" Wall at our East High Level Bridge 182.08, please note the following:

1. Quantities for theoretical retaining wall in place of West Abutment.

Excavation	1710	Cubic Yards
Concrete Masonry	807	" "
Expansion Joint Material ($\frac{1}{2}$ " Carry Elastite)	403	Square Feet
8" Armeo Pipe	100	Lineal Feet
Waterproofing, Type "A"	3794	Square Feet
Waterproofing, " " "A ₂ "	167	Square Feet
Creosoted Oak Raggles 2" x 2" size	122	Lineal Feet

2. Quantities for retaining wall in place of East Abutment and "C" Wall.

Excavation	659	Cubic Yards
Concrete Masonry	322	Cubic Yards
Expansion Joint Material ($\frac{1}{2}$ " carry elastite)	135	Square Feet
8" Armeo Pipe	241	Lineal Feet
Waterproofing, Type "A"	3352	Square Feet
Waterproofing, " " "A ₂ "	110	Square Feet
Creosoted Oak Raggles 3" x 2" size	80	Lineal Feet

We also attach four prints of our sheet 1, file 182-08-313, dated March 30, 1931 and showing the plans for the theoretical walls in place of abutments and the "C" Wall, on which the above quantities are based.

Yours very truly,

OEH:JE
CC: Mr. W.J.Bergen.

Bridge Engineer.

15715

February 19, 1931

Mr. F. S. Hales
Engr. of C.T.I.

Dear Sir:

In reference to attached regarding charts to C.U.T. for relocating and repairing sewer at our West High Level Lead Bridge, it looks as if Mr. Jouett is right and the only thing you can charge them for is possibly the cost for relocating the manhole which had to be moved because the C.U.T. tracks would have run right over it.

Also according to our information, elevation of floor line at this manhole is about 46.8 instead of 48.0 as claimed by Mr. Jouett.

Very truly yours,

Asst. Engr.

OEH/S

182.08
5

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND LOUIS RAILROAD COMPANY

CLEVELAND, OHIO

File 700-2

A. C. HARVEY,
CHIEF ENGINEER

J. C. WALLACE,
ASST. CHIEF ENGINEER

G. H. TINKER,
BRIDGE ENGINEER

February 6, 1931.

Mr. G. H. Tinker,
Bridge Engineer.

Dear Sir:

I have the following from Mr. Bergen:

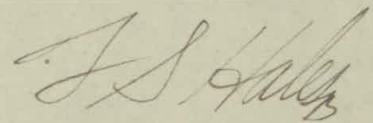
"Please arrange to prepare bill against the C. U. T. for the estimated cost of retaining walls at the East High Level Lead Bridge, which would be necessary if the bridge abutments had not been constructed.

"The principles involved are the same as those involved at the West High Level Lead Bridge; namely, at the north abutment, the C. U. T. would have been obligated to build such retaining wall as would have been necessary to support our set-up yard tracks and leads; at the south abutment and Wall "C" the C. U. T. obligation was to build a wall of sufficient height to support the original ground line.

"If not understood, please confer with me and I shall explain more in detail."

Inasmuch as plans for theoretical walls to be substituted for the West High Level Lead Bridge were prepared in your office, I believe you are familiar with what is required. I would suggest that you prepare plans and estimates to cover this construction and, if you desire, I will then be glad to confer with you and Mr. Bergen so that I may prepare bill based upon your estimate.

Yours very truly,



ENGINEER OF C. T. I.

WJB:E

*P.D.
copy 10/6/31 2/10/31*

182.08
5

NICKEL PLATE ROAD

15715

DEPARTMENTAL BILL

Cleveland Terminal Improvements - Grade Elimination Dept.

DEPT. No. _____

To THE Engineering Department - WCP District

DR. DATE Jan. 22, 1931

DATE OF SERVICE	NATURE	AMOUNT OF ITEM	TOTAL AMOUNT
	BRIDGE 182.08 LEAD BRIDGE E. of BRDWT Revise plans to as built condition. <u>November 1930 Expense</u>		
	Labor: Eagr. plans	41.83	
	" supvr.	10.11	
	Total-----		\$ 51.94
	suspense		

THIS FORM MUST BE USED FOR ALL INTER-DEPARTMENTAL BILLS, BUT MUST NOT BE USED FOR BILLS AGAINST OTHER COMPANIES AND INDIVIDUALS.

CORRECT _____

CHARGE ACCEPTED W. J. Sales

APPROVED _____

MONTH OF July 1931

NICKEL PLATE ROAD

THE N. Y. C. AND ST. L. R. R. CO.

DATE

COMPUTED BY

DRAWING NO.

DEPARTMENT

CHECKED BY

CHARACTER OF WORK

C. T. Y. C.

*Br. 182.18 East Br. E of Broadway
Revise plans to as built condition.*

Nov. 1930 Eff.

Labor -

*Engl. plans
" Super.*

*41.83
10.11*

51.94

15715

December 2, 1930

Mr. U. G. Connolly,
Special Engineer.

Dear Sir:

Attached please find one print each of sheets 1 and 14 of plans for "B" Wall which is the south wall of the approach to the East High Level Bridge. These sheets were revised 11-28-30 for change in wing at west end and addition of a crib wall. ✓

We also attach one print of sheet 7 of plans for south wall to Produce Head Bridge approach. This sheet was revised 11-29-30 for increase in height to care for final slump and attached prints are for your file and record. ✓

Very truly yours,

Bridge Engineer.

ORH/S

NICKEL PLATE ROAD

DEPARTMENTAL BILL

The Cleveland Terminal Improvements - Grade Elimination Dept DEPT. No. _____

To THE Engineering Dept - NKP DISTRICT, DR. DATE June 9, 19 30

DATE OF SERVICE	NATURE	AMOUNT OF ITEM	TOTAL AMOUNT
	BRIDGE #182.08 - LEAD BR. R. of BRDWAY		
	MARCH 1930 EXPENSES		
	Labor - Engr. Plans	5.05	
	Supr.	.98	
	Engr. Insp. Conc.	8.37	
	V. #612 Pers. Expense Insp. Conc.	<u>.27</u>	\$ 15.37
	APRIL 1930 EXPENSES		
	Labor - Conc. Insp.	6.92	
	V. #998 Conc. Insp. Pers. Expense	<u>4.90</u>	11.82
	TOTAL- - - - -		\$ 27.19
	Suspense		

THIS FORM MUST BE USED FOR ALL INTER-DEPARTMENTAL BILLS, BUT MUST NOT BE USED FOR BILLS AGAINST OTHER COMPANIES AND INDIVIDUALS.

CORRECT _____

CHARGE ACCEPTED _____

APPROVED _____

MONTH OF _____

J. M. Sales
May

19 30

NICKEL PLATE ROAD

THE N. Y. C. AND ST. L. R. R. CO.

DATE.....

COMPUTED BY.....

DRAWING NO.....

DEPARTMENT.....

CHECKED BY.....

CHARACTER OF WORK

C. T. G. C.

*Br. # 102.08 Lead Br. Eof Bdwy
Mar. 1930*

<i>Labor - Engr. plans</i>	<i>5.05</i>	
<i>Suppl.</i>	<i>.98</i>	
<i>Engr. Imp Conc.</i>	<i>8.37</i>	
<i>V#612 per. Exp " "</i>	<i>.97</i>	
	<hr/>	<i>15.37</i>

April

<i>Labor</i>	<i>Conc. Inspe</i>	<i>6.92</i>	
<i>V#998 " " per Exp</i>		<i>4.90</i>	<i>11.82</i>
		<hr/>	<i>27.19</i>

The Ferro Construction Co.

STRUCTURAL STEEL ERECTORS
BRIDGES, BUILDINGS, ROOFS, VIADUCTS.

SUITE 1030-35 OLD COLONY BUILDING
37 W. VAN BUREN ST.

PHONE HARRISON 5818.

CHICAGO, ILL. April 22nd, 1930.

SUBJECT:

Mr. Geo. H. Tinker, Bridge Engineer,
The Nickel Plate Railroad,
Cleveland, Ohio.

Dear Sir:--

Referring to our letter to you of the 21st, in which we enclosed our bill for overcharge account unloading bridge steel with work train at East High Level Bridge, your bill No. 26733. On the bill we sent you, we overlooked the item of 10% charged on your bill for Superintendent on labor.

not on file

We are, therefore, forwarding herewith our bill with this item added, which we trust will reach you in time so as not to cause you any inconvenience. You can destroy the bill we sent you in our letter of the 21st.

Yours very truly,

HBS-K.

THE FERRO CONSTRUCTION COMPANY.

H. B. Sierst



NICKEL PATE ROAD

DEPARTMENTAL BILL

Cleveland Terminal - Grade Elimination Dept.

DEPT. No. _____

To THE Engineering Department - RR^d District, DR. DATE Jan. 8, 1930

DATE OF SERVICE	NATURE	AMOUNT OF ITEM	TOTAL AMOUNT
	BRIDGE 162.08 LEAD BRIDGE - EAST OF BROADWAY		
	July 1929 Expense		
	109 Gal Metelastic Black	135.16	
	7 " Linseed Oil	5.41	
	50# Red Lead	9.68	
	M.S.E. 8%	12.02	
	Labor: Clean & Paint	913 hrs.	568.45
	Handle Material	16 "	9.96
	TOTAL -----		740.68
	Suspense		

THIS FORM MUST BE USED FOR ALL INTER-DEPARTMENTAL BILLS, BUT MUST NOT BE USED FOR BILLS AGAINST OTHER COMPANIES AND INDIVIDUALS.

CORRECT _____

CHARGE ACCEPTED *F. E. Hales*

APPROVED _____

MONTH OF _____

Eng^r. of Cleve. Term. Impr.
DEC - - 1929

19 _____

NICKEL PLATE ROAD

THE N. Y. C. AND ST. L. R. R. CO.

DATE 12/6/29

COMPUTED BY JTK

DRAWING NO _____

DEPARTMENT _____

CHECKED BY _____

CHARACTER OF WORK

C T G E
BR. 182.08 head Br. East of Blv
July 19 29 Eff

<u>109 gal</u>	<u>Metallastic Black</u>	<u>135.16</u>
<u>87 "</u>	<u>linseed oil</u>	<u>5.41</u>
	<u>Red head</u>	<u>9.68</u>
	<u>MSE 8%</u>	<u>12.02</u>

<u>labor</u>	<u>Clean & Paint</u>	<u>713 hrs</u>	<u>568.45</u>
	<u>Hdl. Matt</u>	<u>16 "</u>	<u>9.76</u>
			<u>\$740.68</u>

NICKEL PLATE ROAD

DEPARTMENTAL BILL

Cleveland Terminal - Grade Elimination

DEPT. No. _____

TO THE Engineering Department - NKP District, DR. DATE Jan. 3, 1930

DATE OF SERVICE	NATURE	AMOUNT OF ITEM	TOTAL AMOUNT
	<p>Bridge #182.08 - Lead Bridge East of Broadway</p> <p>Nov, 1929 Expense</p> <p>Engr. Labor Supr.</p>	<p>9.08</p> <p>& .99</p> <hr/>	<p>10.07</p>
	<p>Total -----</p>		
	<p>Suspense</p>		

THIS FORM MUST BE USED FOR ALL INTER-DEPARTMENTAL BILLS, BUT MUST NOT BE USED FOR BILLS AGAINST OTHER COMPANIES AND INDIVIDUALS.

CORRECT _____

CHARGE ACCEPTED *J. H. H. H.*

APPROVED _____

MONTH OF *Dec* 1929

NICKEL PLATE ROAD

THE N. Y. C. AND ST. L. R. R. CO.

DATE.....

COMPUTED BY.....

DRAWING NO.....

.....DEPARTMENT

CHECKED BY.....

CHARACTER OF WORK

C 7 GE

November 1929

By 182.08 Lead Br. East of Bldg.

*Engr labor
Super*

908

99

\$10.07

27367
FORM 958
183.52

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY
CLEVELAND, OHIO

W. J. BERGEN
ENGINEERING ASS'T TO PRESIDENT

September 22, 1926.

Mr. H. D. Jouett, Chief Engineer,
The Cleveland Union Terminals Co.,
1209 Ulmer Building,
Cleveland, O.

Dear Sir:-

I hand you herewith blueprint,
dated August 31st, 1926, revised September
21st, 1926, showing the final lay-out of the
proposed crossing of the high level leads
over the C.U.T., east of Broadway. Please
advise if this is in any way inconsistent with
C.U.T. plans.

Yours truly,

 W.J. BERGEN

Engineering Ass't to President

WJB:
EJB:

CC: Mr. G.H.Tinker,
Bridge Engineer.

Mr. Tinker:-

Herewith copy of above print for your
use.

W. J. B.
9-22-26

✓