



1018776

Sheet ID:

Record Number:

Section Number:

Subject:

Name:

City:

State:

Misc:

Status:

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

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

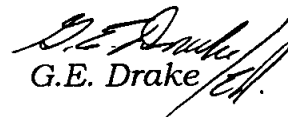
117-21506

✓ 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
E. Bond

cy: A.F. Williams

T.J. Drake

J.W. Smith

L.C. Smith

(with print of RD-94-0021)

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

FILE-MP^N-184.09

FILE MP^N-184.09

NICKEL PLATE RAILROAD

- 0 -

FILE NO N-184.04

SUBJECT Bridge # 184.04

C. U. J. off NKP Main @ E. 9 St.

LOCATION Cleveland O

DISTRICT NKP

ENGINEERING DEPARTMENT

- 0 -

Part 2 - 1931 to date

Part 1 - Transferred

Note:

See also C. U. J. Dept File 700-1



EB
ETG
WVH

N-184.04

Norfolk Southern Corporation
Intermodal Transportation Services
185 Spring Street, S.W.
Atlanta, Georgia 30303

May 12, 1986

Larry P. Keoughan
Manager Operations
404 529-1378

Mr. Wayne M. Smith
General Manager
Container Port Group
5155 Warner Road
Cleveland, Ohio 44125

Dear Mr. Smith:

This will refer to our conversation on April 22 and several subsequent conversations concerning the report that you made to this office about the deterioration in the bridge at the Cleveland Intermodal facility.

We have handled this matter with our Engineering people in Roanoke and have received advice from them that the Raygo PC-80 Piggypacker may be operated empty over the East 9th Street bridge. Under no circumstances, however, is it to be operated over the bridge loaded.

If at any time in the future you should plan to replace the PC-80, this office should be advised immediately in order that a new analysis based on the specific replacement machine may be made. It would be my suggestion that any possibility of replacement should be discussed well in advance of the actual replacement.

You should also be aware that the paving in East 9th Street approaching the bridge was not designed for the heavy wheel loaded imposed by the PC-80. Therefore, the condition of the paving should be closely monitored for damage. If at any time there is some question in you mind as to the condition of the street approaching the bridge, it should be called to the attention of the proper authority.

I would appreciate an acknowledgment of your understanding of the above.

Yours very truly,

L. P. Keoughan
L. P. Keoughan

- cc: R. A. Wharton
- G. R. Janosko- AVP MW&S
- J. M. Conner
- E. F. Murry
- R. P. Garro, Jr.
- J. E. D'Anniballe
- N. E. Poore

RECEIVED
AVP MW & STRUCTURES
MAY 14 1986
ROANOKE

SUBJECT: Cleveland, Ohio - Bridge No. 184.04, East 9th Street over
Rapid Transit - Clearance for RAYGO PC-80 Piggy Packer

Roanoke, VA - April 29, 1986

 N 184.04

Mr. L. P. Keoughan
Manager of Operations
Atlanta

This will confirm your conversation with C. T. Goewey April 24, 1986,
above subject.

An analysis of the subject bridge, based on information provided by
Mr. Ray Tippit of Mi-Jack Products, indicates that the RAYGO PC-80
Piggy Packer may be operated empty over the East 9th Street bridge.
It is not under any circumstances to be operated over the bridge loaded.

As discussed with Mr. Goewey, should the operator of the Cleveland TOFC
facility plan to replace the PC-80, a new analysis based on the specific
replacement machine will be required.

You should be aware that the paving in East 9th Street approaching the
bridge was not designed for the heavy wheel loads imposed by the PC-80.
The condition of the paving should be closely monitored for damage.
Increased maintenance costs can be expected.

G. R. JANOSKO

Asst. Vice President-MW&S

cc:
E. F. Murry
J. M. Conner
R. P. Garro, Jr.
J. E. D'Anniballe

CTG/mac

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NORFOLK & WESTERN RAILWAY CO.

RIVETED DECK GIRDER BRIDGE RATING PROGRAM

GIRDER G-1

CROSS SECTION 1 OF 1

CROSS SECTION PROPERTIES FOR CENTER OF GIRDER

SECTION	A	Y	AY2	I	I(GROSS)
1 WEB PLATE 50.0000 X 0.3750	18.75	0.00	0.00	3906.25	3906.25
4 FLANGE ANGLES 6.00 X 6.00 X 0.8750	38.94	23.43	21376.19	127.67	0.00
1 TOP COVER PLATE 14.0000 X 0.7500 X 766.0					
1 BOTTOM COVER PLATE 14.0000 X 0.7500 X 540.0	21.00	25.63	13789.45	0.98	13790.44
2 COVER PLATES 14.0000 X 0.7500 X 348.0	21.00	26.38	14608.45	0.98	14609.44
B TO B ANGLES = 50.5000			TOTAL AREA = 99.69	TOTAL MOMENT OF INERTIA (GROSS) = 53809.98	
13.00 RIVET HOLES THROUGH WEB ONLY			601.97	0.41	602.38
4.00 RIVET HOLES THROUGH WEB AND FLANGE ANGLES, INCLUDING SIDE PLATES IF ANY			3961.60	0.71	3962.31
17.00 TOTAL 1 IN DIA RIVET HOLES (7/8 DIA RIVETS)					4564.68
			TOTAL MOMENT OF INERTIA (NET) = 49245.30		

TOP FLANGE (GROSS SECTION)

BOTTOM FLANGE (NET SECTION)

DISTANCE FROM NEUTRAL AXIS TO EXTREME FIBER
 SECTION MODULUS
 ALLOWABLE BENDING STRESS
 RESISTING MOMENT
 WEB AREA
 ALLOWABLE SHEAR STRESS
 RESISTING SHEAR
 LENGTH OF UNSUPPORTED FLANGE

26.75 IN
 (2011.59 IN³)
 17.94 KIPS/IN² *
 3006.90 FT-KIPS

26.75 IN
 1840.95 IN³
 18.00 KIPS/IN² *
 2761.42 FT-KIPS

18.75 IN²
 11.00 KIPS/IN² *
 206.25 KIPS
 49.50 IN

* A.R.E.A. ALLOWABLE DESIGN STRESSES FOR A7 STEEL

2 1.500000 0.000000 0.0000 15.00000 26.5000 2 6.500000
 25.00000 12.00000 3.500000 1.75000-1.250000 0.0000 502.10 88.000

Larry Keoughan
Mgn Operators
1378

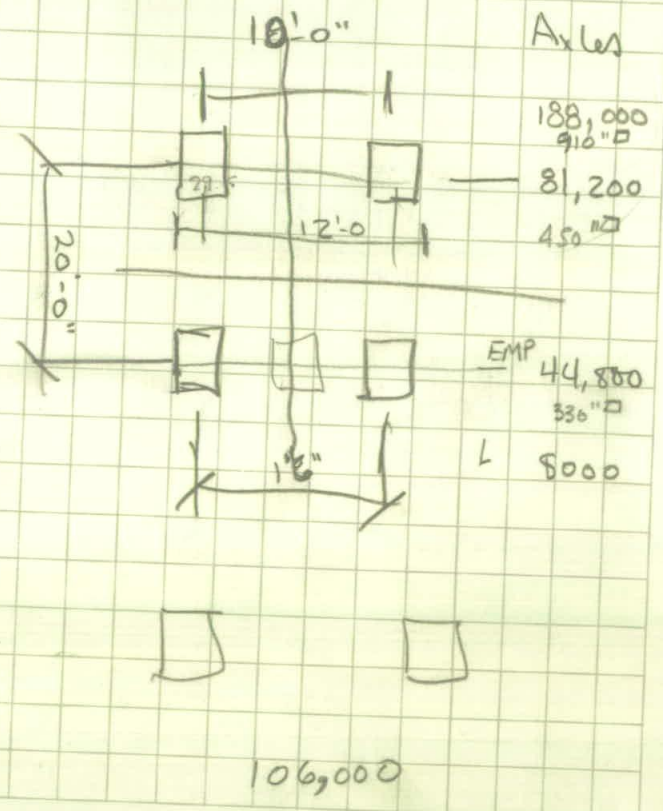
Eq^m ST - Cleveland

N 184.04

SR International

GENERAL CONTRACTORS • CRANE & RIGGING SERVICES
460-1800

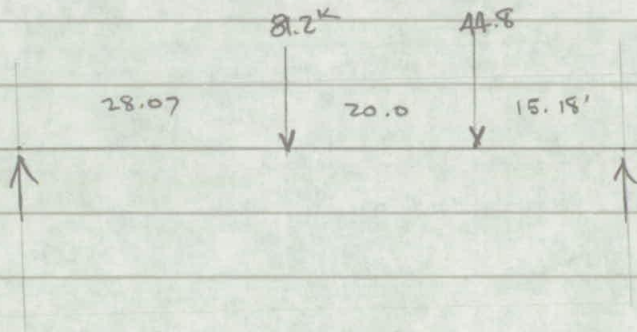
Harry Arnow
John Hinnell
PC 80



2731 Cleveland

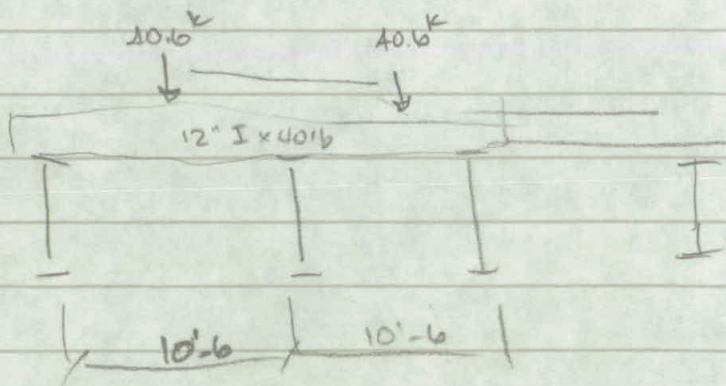
c/c brg = 63'-3"

Main Gdr

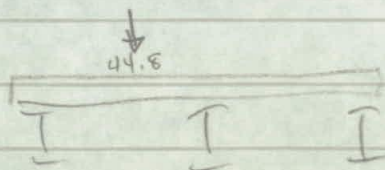


$$x = \frac{1}{2} \left(63.25 - \frac{44.8(20)}{126} \right) = 28.07'$$

$$M_{max} = \frac{(126)(28.07)^2}{63.25} = 1569.25 \times 2 = 785 \text{ KF / per Axle}$$



$$S = 45.4$$



$$\frac{13}{64} 44.8(10.5)$$

$$95.55 \text{ KFT}$$



Mi-Jack Products
3111 W. 167th Street
Hazel Crest, Illinois 60429
(312) 596-5200

Where service
is golden.

April 23, 1986

Mr. G. R. Janosko
Asst. Vice President Engineering
Norfolk Southern Corporation
P.O.Box 0052
Roanoke, VA 24042-0052

Attention: Mr. Chuck Goewey
Service Engineer


Dear Sir:

Per Mr. Keoughan's request, enclosed please find
specification sheet, and also wheel loadings and
axle loadings for the Raygo PC-90.

If you desire any further information, please feel
free to contact me.

Sincerely,

MI-JACK PRODUCTS


R. W. Tippit
Vice President-Rail Division

RWT:jm
Encl.

CC: L. Keoughan
Mike Corley, N.E.Reg.Sales Mgr.
Bill Lanigan, Southern Reg.Sales Mgr.



Mi-Jack Products
3111 W. 167th Street
Hazel Crest, IL 60429

WHERE SERVICE IS GOLDEN

Ray Tippit
Vice President - Rail
Intermodal Division
(312) 596-5200

RAYGO PC-90 PIGGY PACKER

<u>LOCATION</u>	<u>WEIGHT DISTRIBUTION</u>	<u>FOOTPRINT</u>
Drive Wheel (Empty)	54,000 lbs.	511 sq. in.
Drive Axle (Empty)	108,000 lbs.	1023 sq. in.
Tail Wheel (Empty)	21,000 lbs.	291 sq. in.
Tail Axle (Empty)	42,000 lbs.	582 sq. in.
Drive Wheel (Loaded)	117,750 lbs.	1091 sq. in.
Drive Axle (Loaded)	235,500 lbs.	2182 sq. in.
Tail Wheel (Loaded)	2,250 lbs.	31 sq. in.
Tail Axle (Loaded)	4,500 lbs.	62 sq. in.

Special Note: Calculations of weight distribution and footprint are based on a 90,000 lb. maximum load under the spreader.

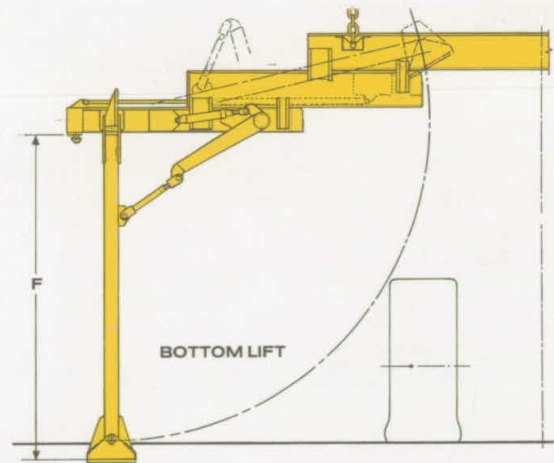
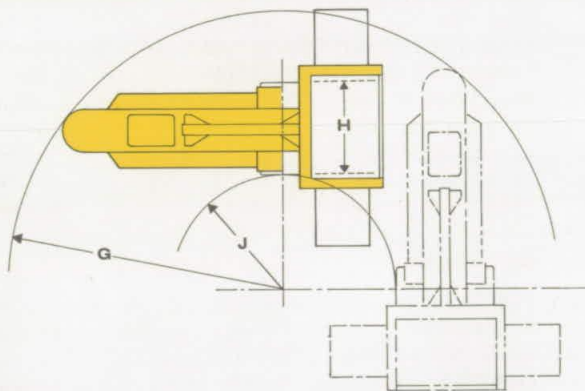
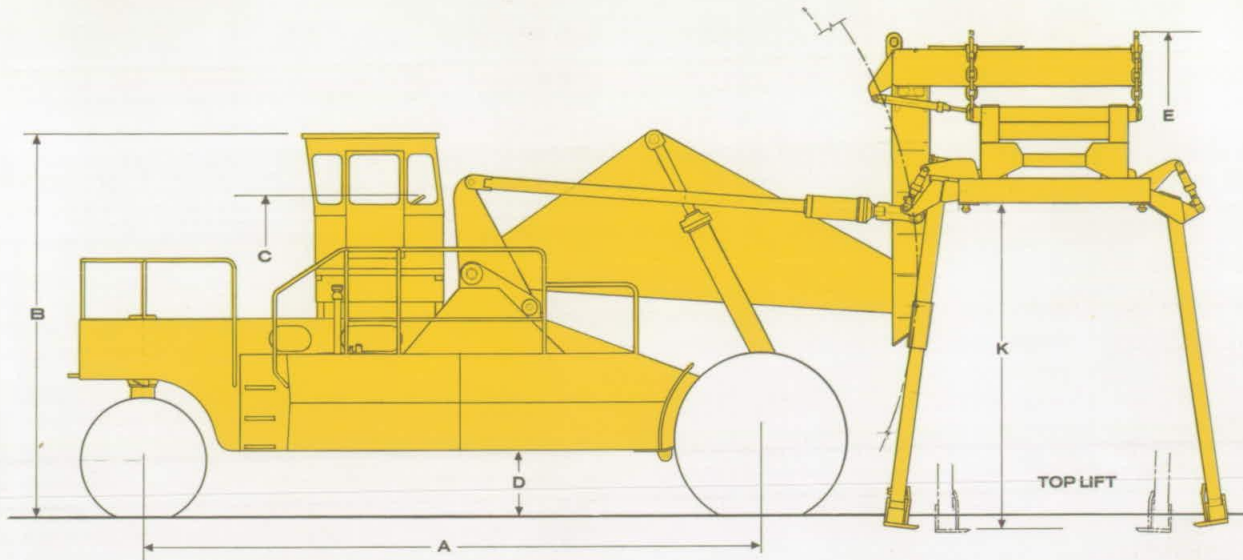
Total Unit Weight	150,000 lbs.
Tire Size	Drive 33.5 x 33 - 44 PR Tail 23.5 x 25 - 20 PR
Tire Inflation	Drive - 95 PSI Tail - 65 PSI
Max. Ground Bearing Pressure	Drive - 105 PSI Tail - 72 PSI

PC-90

PIGGY PACKER

(Trailer and Container Handling Lift Truck)

SPECIFICATIONS



DIMENSIONS

	U.S.	Metric
A. Wheelbase	26 ft. 0 in.	7925 mm.
B. Height with cab	16 ft. 4 in.	4978 mm.
C. Height without cab	13 ft. 4 in.	4064 mm.
D. Ground Clearance	2 ft. 6 in.	762 mm.
E. Min. Carriage Height	17 ft. 0 in.	5182 mm.
Max. Carriage Height	35 ft. 6 in.	10,820 mm.
F. Min. ground to top of container	7 ft. 8 in.	2337 mm.
Max. ground to top of container	26 ft. 2 in.	7976 mm.

DIMENSIONS

	U.S.	Metric
G. Turning radius tail swing	35 ft. 6 in.	10,820 mm.
H. Width outside of drive tires	12 ft. 11 in.	3937 mm.
J. Inside turning radius	13 ft. 9 in.	4191 mm.
K. Lift shoe to bottom of spreader	13 ft. 0 in.	3962 mm.

WEIGHTS AND FUNCTIONS

	U.S.	Metric
Unit weight.....	150,000 lb.	68,040 kg.
Drive axle	108,000 lb.	48,988 kg.
Tail axle.....	42,000 lb.	19,050 kg.
Rated capacity	90,000 lb.	40,825 kg.
Forward tilt	5 degrees	
Backward tilt	5 degrees	
Side shift	24"	610 mm.
Extension	12"	305 mm.
Min arm spacing	16' 0"	4877 mm.
Max arm spacing	36' 0"	10,973 mm.
Lift shoe size for bottom pick.....	6" x 30"	152 x 645 mm.
Max. height from ground to lift shoes	13' 5"	4089 mm.

SPECIFICATIONS

ENGINE **U.S.** **Metric**

Make & Model Cummins NH855C-250
 Max Horsepower 240 @ 2100 RPM
 Max Torque 685 ft./lbs. @ 1500 RPM
 Bore & Stroke 5.5" x 6" 139 mm x 152 mm
 No. of Cylinders 6
 Displacement 855 Cu. In. 14,016 cc.

AIR CLEANER

Donaldson Two Stage Dry Type

ELECTRICAL SYSTEM

Type 12 Volt Neg. Ground
 Alternator 120 AMP
 Circuit Breakers (lights) 30 AMP
 Circuit Breakers (access) 20 AMP
 Batteries (2) 12 Volt-8D @ 205 AMP hr. each

TORQUE CONVERTER

Twin Disc Single Stage 3 elements

TRANSMISSION

Twin Disc Power Shift, Spur Gear: 4 speeds forward and reverse

Range	Ratio	Speed	
		U.S.	Metric
1	4.68:1	3.5 mph	5.6 km/h
2	2.59:1	6.3 mph	10.1 km/h
3	1.19:1	13.8 mph	22.2 km/h
4	0.66:1	24.0 mph	38.6 km/h

AXLES **U.S.** **Metric**

Make Clark
 Model FD-85,001
 Type Planetary
 Brakes S-Cam Air Operated
 Brake Size 26x8 660 mm x 203 mm

TIRES

Size Driver 33.5x33-44PR
 Size Tail 23.5x25-20PR

HYDRAULIC SYSTEM

Power beyond type giving total capacity of all pumps in the system for multiple use simultaneously. Function controls are by effortless air over hydraulic.

Steering Cyl. (2) 4"x20" 101 mm x 508 mm
 Hoist Cyl. (2) 10"x111-7/8" 254 mm x 2841 mm
 Tilt Cyl. (2) 10"x8" 254 mm x 203 mm
 Side Shift 5"x24" 127 mm x 609 mm
 Extension (2) 4"x12" 101 mm x 304 mm
 Pile slope 5"x7-1/8" 127 mm x 181 mm
 Spreader Extension (2) 3-1/2"x62-1/4" 88 mm x 1581 mm
 Clamp Front (2) 3-1/2"x4" 88 mm x 101 mm
 Clamp Rear (2) 3-1/2"x3-3/4" 88 mm x 95 mm
 Shoe Lift Rear (2) 3-1/2"x68-1/2" 88 mm x 1739 mm
 Arm Rotate RH 4"x15" 101 mm x 381 mm
 Arm Rotate LH 4"x14-1/2" 101 mm x 368 mm
 Spreader Extension 4"x124" 101 mm x 3149 mm

CAPACITIES

Fuel Tank 450 Gals. 1703 liters
 Hydraulic Oil 350 Gals. 1324 liters
 Crankcase w/Filter 11 Gals. 41 liters
 Cooling System 18 Gals. 68 liters

DISTRIBUTED BY:



RAYGO WAGNER

MATERIALS HANDLING EQUIPMENT

P. O. BOX 20044 • PORTLAND, OREGON 97220
 (503) 252-5531 • TELEX: 360-203



swift, gentle,
precise handling
of intermodal
shipping

RAYGO

PORT PACKERS

RAYGO

PIGGY PACKERS

Ports profit
from the
versatility and
speed of

PORT PACKERS

in handling
containers,
trailers and
many types
of cargo.

These "gentle giants" of the world's ports, handle all containers, trailers, general and miscellaneous heavy lifts from chassis, rail cars, barges, and in fact, from anywhere. Port Packers are highly mobile, high flotation vehicles, operating on low-ground-pressure tires. They transfer swiftly, gently, and with precision. The switch from "bottom pick" for trailers to "top pick" for containers, or to different length containers, takes only seconds. Capable of lifting and stacking any length containers three high, they get on and off a lift faster than any other machine in the industry. Excellent visibility, combined with more spreader head movements than any other machine, provides extremely efficient handling for any port or terminal. Models to 80,000 pound capacity to choose from. Universal service . . . standard components.



PORT PACKER
BOTTOM PICK ATTACHMENT





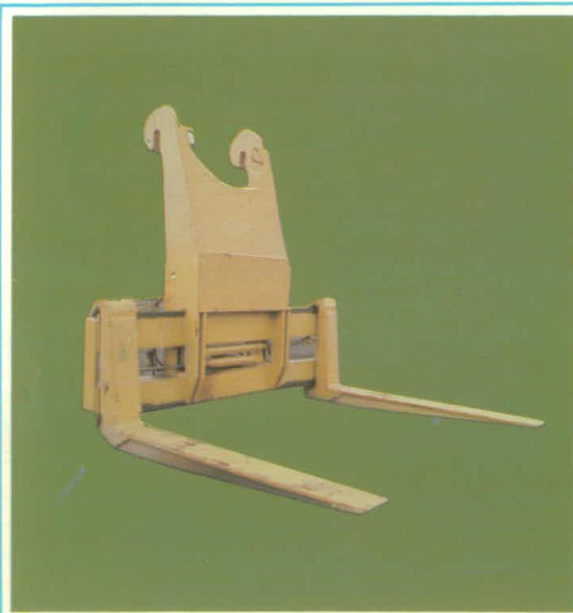
RayGo
Intermodal



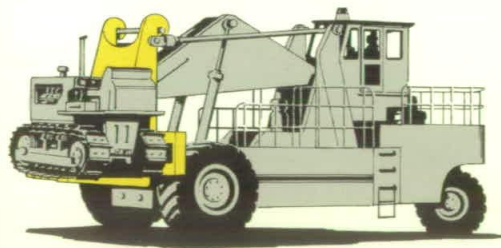
PORT PACKERS

can perform
all these
functions
smoothly and
efficiently.

Ports and terminals love the versatility of Port Packers. Some users say one of these machines actually does the work of four machines on their type of operation. Port Packers top lift any length containers, stacking 9 ft. 6" containers three high. They sling-load non-containerized cargo, lifting extremely heavy loads from dock to barges. They convert quickly to an 80,000 lb. capacity fork lift truck or they work with a crane attachment to work Lash barges from dockside. *Only* RAYGO Port Packers offer the versatility and mobility to perform *all* these functions smoothly and efficiently . . . in only *one* machine! No wonder they're considered worldwide as the intermodal equipment leaders.



PORT PACKER DETACHABLE FORKS





RayGo
Intermodal



Railroads
reduce
container
and trailer
handling costs
with

**PIGGY
PACKERS**

Railroads throughout the United States and in numerous other countries *depend* on RAYGO Piggy Packers for immediate, direct savings in handling all TOFC and COFC freight. *Plus* the indirect savings of reduced switch time and faster cargo handling.

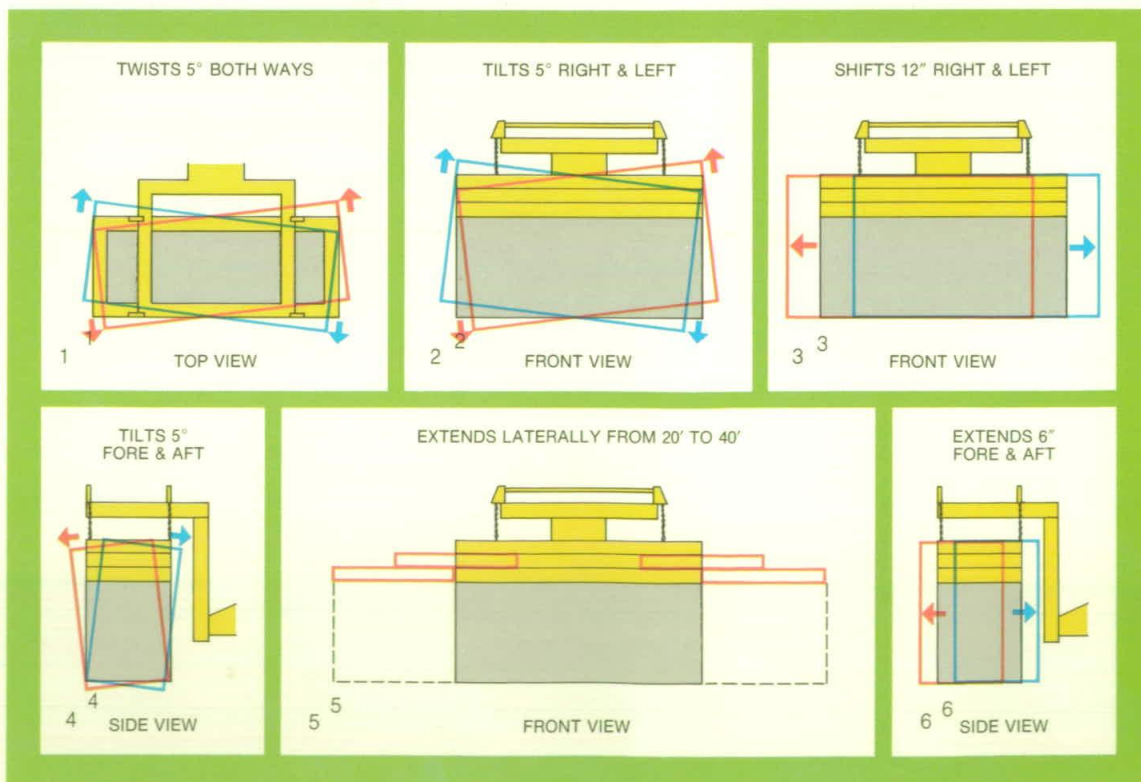
Piggy Packer's mobility and maneuverability on large, low pressure tires, offers very low ground contact pressure. Many operate in areas as narrow as 55 feet. Because it is mobile, "hot" loads can be given priority when required, or containers removed from track side and stacked up to three high. All of this adds up to a minimum revision of existing yards at a lower investment.

Many models to choose from: Bottom or Top Lift for trailers and containers to 90,000 lbs., Expandable Spreaders from 20 ft. to 40 ft. Parts and service, including yard layout, job studies, leasing, maintenance and service programs, readily available.



Multi-move head on **PIGGY PACKERS** and **PORT PACKERS** speeds load handling.

Productivity and flexibility. With more spreader head movements than any other machine in the industry. Port Packers and Piggy Packers adapt easily to *many* applications. Without movement of the chassis, the operator can speedily handle the load, regardless of position. The multi-move head spreads from 20 ft. to 40 ft. Top and bottom lifts, and has all these exclusive features: 1. Skews 5 degrees; 2. Tilts horizontally 5 degrees; 3. Side shifts 12" each way from center; 4. Tilts fore and aft 5 degrees; 5. Extends laterally 20 ft. to 40 ft.; 6. Extends fore or aft 6".





RayGo
Intermodal



RayGo®

Port Packer

RL-85

Vertical Lift Container Handler





The Port Packer, Piggy Packer system is right . . . faster time cycles, greater versatility and dependability. Less cost per hour proven in millions of lifts. More Port Packers and Piggy Packers are currently working in TOFC, COFC service than all other lift-on, lift-off vehicles.

RAYGO — a quality manufacturer, with a thoroughly experienced, fast reacting design group, gives you machinery you can count on . . . and answers to heavy lift problems which will help your profit picture. For quick, complete information on any RAYGO products, contact your RAYGO dealer.

RayGo
Intermodal

P.O. BOX 1362
Minneapolis, MN 55440-1362
U.S.A.
Telephone: (612) 425-4100
Telex: 4310014 RAYGOBN

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

11-24-1986

Cleveland Ohio

Bridge #184.04

C. U. T. Co.

Ch. Engr File 184.04
Div " "

Unable to find any agreement to cover.

100% NKP obligation

Crow

10/30/58

Bridge #184.04

Cleveland Ohio

C. U. T. Co.

55 9643
184

184.0
✓


June 3rd, 1933.

Mr. Connolly,

In reference to East 9th Street Traffic
Bridge.

This is to acknowledge receipt of one (1)
set of blue prints, consisting of Sheets 1 to 9,
inclusive, of Plan No. 182-80-281, approved by
Mr. Jouett, April 16th, 1929. This set of prints has
been filed under File No. S-9-5.

G. H. Tinker.



184.04

FORM 935

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

June 1, 1933.

2

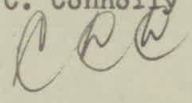
Mr. G. H. Tinker -

In re: East 9th Street Traffic Bridge.

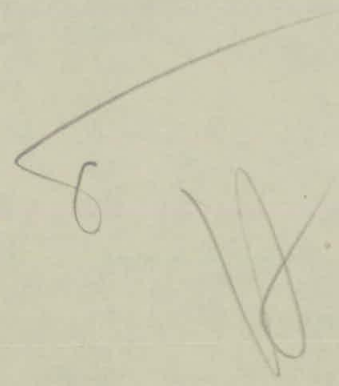
I hand you herewith set of blueprints consisting of Sheets 1 to 9, both inclusive, of Plan No. 182-80-281 of the East 9th Street traffic bridge, approved by Mr. Jouett April 16, 1929. These for your permanent record.

Please advise file number after you have assigned same.

C. C. Connolly



CCC/HC



File 45-9-5
Assigned to
C.C.C. advised
O.S.H.
6/3/33

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

CLEVELAND, OHIO

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

F. S. HALES,
ENGINEER OF TRACK
J. H. OPPELT,
SIGNAL ENGINEER
HUNTINGTON SMITH,
OFFICE ENGINEER



December 31st, 1931. *8*

Mr. F. J. Parkhurst
Roadmaster

Dear Sir:

The permanent paving at the East 9th Street bridge has now been completed and you will please arrange to put cinders back of the curb on the west sidewalk at the north end of the bridge.

You should also arrange to place slag in Andes Court so as to make a good intersection between the new concrete pavement and Andes Court.

This should be done as soon as possible so that there will be no delay in opening the bridge for traffic.

Yours truly,

Asst. Chief Engineer

FSH:LM
cc F.S. Hales
Engr. C.T.I.

Jew
this done Dec 30
FJP 1/2/22

December 31st, 1931.

Mr. F. J. Parkhurst
Roadmaster

Dear Sir:

The permanent paving at the East 9th Street bridge has now been completed and you will please arrange to put cinders back of the curb on the west sidewalk at the north end of the bridge.

You should also arrange to place slag in Andes Court so as to make a good intersection between the new concrete pavement and Andes Court.

This should be done as soon as possible so that there will be no delay in opening the bridge for traffic.

Yours truly,



Asst. Chief Engineer

FSH:LM
cc P.S. Hales
Engr. C.T.I.

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD COMPANY

Cleveland, Ohio

December 5, 1931.

File 15719

Mr. R. A. Gibson
Chief Clerk

Dear Sir:

Attached is contract dated November 16, 1931 with The Marsh-Hart Company in connection with paving the approaches to East 9th Street Bridge, Cleveland, Ohio.

After this has served your purpose, please forward to Mr. A. C. Harvey for filing.

Please acknowledge receipt.

Yours truly,

Office Engineer

cc:

Mr. F. S. Hales

Mr. E. M. Mann

DOCUMENT NO. 10069.

Cleveland, Ohio

December 5, 1931.

File 15719

Mr. R. A. Gibson
Chief Clerk

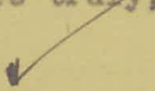
Dear Sir:

Attached is contract dated November 16, 1931 with The Marsh-Hart Company in connection with paving the approaches to East 9th Street Bridge, Cleveland, Ohio.

After this has served your purpose, please forward to Mr. A. C. Harvey for filing.

Please acknowledge receipt.

Yours truly,


Office Engineer

cc:

Mr. F. S. Hales (2 copies of document attached)

Mr. E. M. Mann

DOCUMENT NO. _____

15/29 ✓

December 2, 1931

File 15719

Mr. H. J. Klein
Vice President

In your letter of the 12th ult., file 15.5.0, you approved the awarding of contract covering paving the approaches to the East 9th Street bridge, Cleveland, to the Marsh-Hart Company, the low bidder.

Contract covering this work is attached hereto in duplicate. Will you please execute for this company and then return to this office for further handling.

Actb
Chief Engineer

HS:VS

inc.

15719
FORM 558

NICKEL PLATE ROAD

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

W. J. BERGEN
ENGINEERING ASS'T TO PRESIDENT

November 30, 1931.

REC'D DEC 1 1931

Mr. Huntington Smith,
Office Engineer.

Dear Sir:

As requested in your letter of the 27th inst., I have initialed and return herewith duplicate copies of contract, dated November 16, 1931, between this Company and the Marsh Hart Company, covering paving of approaches to our East 9th Street Highway Bridge, Cleveland, Ohio.

Yours truly,

W. J. Bergen

Engineering Ass't to President

EJB/HC

November 27, 1931

Mr. W. J. Bergen
Engineering Ass't to President

Attached is agreement in duplicate between this company and the Marsh-Hart Company covering the paving of approaches to our East 9th Street bridge.

Will you please initial both copies of this document if same is satisfactory, and then return them to this office for further handling.

✓
Office Engineer

HS:VS

inc.

15719

November 24, 1931

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

Dear Sir:

Referring to your memorandum of November 20th about question raised by Mr. Jouett in regard to payment for soundings taken in connection with construction of the E. 9th St. Traffic Bridge.

These borings were taken on our own responsibility at the site of the north abutment to determine definitely whether a spread footing or a concrete pile footing must be used. This was made necessary because of the lengthy negotiations with the C.U.T. Company who contended that a spread footing was possible, whereas we could not agree with his opinion as was later borne out by the soundings in question and that by the fact that a pile foundation was finally agreed upon.

Inasmuch as the soundings taken by the C.U.T. Company and mentioned in their letter were not close enough to the bridge site to be of any definite value to settle the controversy at the time, we still believe that the soundings we took were necessary for the safe construction of the bridge, or any retaining wall for that matter, and should therefore be charged as part of the cost of the bridge abutment and therefore the C.U.T. Company should also share in the cost of these soundings in the proper proportion.

Very truly yours,

Bridge Engineer.

OEH/S

182.80
5

11/25
A. G. H.
W. J.

Office Engineer

Yours truly,

return to this office for further handling.
Your approval kindly initial both copies and
If contract as written meets with
on our East 9th Street bridge, Cleveland.
with The Marsh-Hart Company covering paving
Attached is contract, in duplicate,

Dear Sir:

Mr. W. F. West,
Asst General Solicitor

File-15719

November 23, 1931

Cleveland, Ohio

November 20, 1931.

Memorandum to Mr. Tinker:

I am handing you herewith copy of letter, dated November 6, 1931, from Mr. Jouett, regarding our estimate of amount due from the Terminals Company for its share of the cost of the East 9th Street traffic bridge. Please particularly note the question raised by Mr. Jouett as to the item of soundings and let me have your comments as soon as consistent.

W. J. Bergen

EJB/HC

CC - F. S. Hales

Note:

our letter of Nov 25th answers this

O.E.H.

12/2/31.

7

182.80
E. 9th St. Bridge

copy
copy

NICKEL ~~PLATE~~ ROAD

15719

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

CLEVELAND, OHIO

File 700-1

A. C. HARVEY,
CHIEF ENGINEER

J. C. WALLACE,
ASST. CHIEF ENGINEER

G. H. TINKER,
BRIDGE ENGINEER

F. S. HALES,
ENGINEER OF TRACK

J. H. OPPELT,
SIGNAL ENGINEER

HUNTINGTON SMITH,
OFFICE ENGINEER

Nov. 16, 1931.

REC'D NOV 17 1931

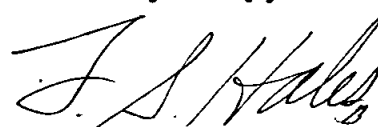
Mr. Huntington Smith,
Office Engineer.

Dear Sir:

Herewith copy of invitation to bid on the permanent paving in the approaches to our East 9th Street Traffic Bridge. Also, there is attached copy of my letter of even date, awarding the contract to the Marsh-Hart Company.

Will you please prepare contract in the usual manner?

Yours very truly,



ENGINEER OF C. T. I.

WJB:E
enc.

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

File 700-1

Nov. 16, 1931

The Marsh-Hart Company,
3030 Euclid Avenue,
Cleveland, Ohio.

Gentlemen:

Please see my letter dated November 2, requesting proposals for the placing of permanent paving in the approaches to our East 9th Street Traffic Bridge.

Please be advised that your proposal dated November 4, 1931, has been accepted at the following prices:

8" Concrete Paving	\$ 1.78 Per Sq. Yd.
Excavation	.70 " Cu. Yd.
Catch Basins	60.00 Each
Manholes	80.00 "
8" V. C. Pipe	1.00 Per Lin. Ft.
5" Medina Curb, straight and curved	2.00 " " "
Concrete Curb	.50 " " "
Inlet	40.00 Each

Contract to cover this work is being prepared. In the meantime, will you please arrange to proceed with the construction?

Please note the following deviations from Plan 36033, three prints of which are attached. The extension to 9th Street Freight House Track No. 6 on the north side of the bridge will not be placed at this time. You will therefore arrange to pave this area solid. However, the two expansion joints which it was proposed to place along the edges of the track should be placed so that, in the event the track is placed at some future date, it will be only necessary to remove the pavement between these limits.

On the south side of the bridge, you will not place any pavement south of the expansion joint immediately north of the existing track. It is proposed, at a later date, to place slabs across this track rather than to concrete it solid.

Please get in touch with Mr. Taylor for any necessary field information.

Yours very truly,

J. S. Hales
ENGINEER OF C. T. I.

WJB:E

CC: H. Smith
E. R. Taylor

C o p y

THE CLEVELAND UNION TERMINALS COMPANY
TERMINAL TOWER
CLEVELAND, OHIO

November 6, 1931.

Mr. W. J. Bergen,
Engineering Ass't to President,
Nickel Plate Road,
Terminal Tower.

Dear Sir:

Referring to your letter dated October 22, transmitting revised draft of bill in amount \$58,294.07 for the Terminals Company's share of the construction of the East 9th Street Traffic Bridge.

The amounts shown on this draft bill for the walls and abutments are now satisfactory to me. I note that you have included two new items; one for soundings and the other for construction track. I assume the furnishing of the construction track was part of your arrangement with Culbertson for the construction of the bridge and is, therefore, a part of the contract cost. In regard to the item of \$241.85 for soundings I would advise that I do not think this is a proper charge against the Terminals Company. We had borings through this territory and if we had been designing the wall without reference to the abutment we would have used these borings. I assume the soundings are some you had taken to satisfy yourself of ground conditions in which you were interested on account of your ownership in the abutment and, therefore, this is a charge against the abutment and not against the retaining wall.

This will be your authority to submit bill in accordance with your statement, except that the item of soundings is to be omitted and the percentage of engineering, supervision and inspection revised correspondingly.

Yours very truly,

(S) H. D. JOUETT

Terminal Manager.

LJB

November 13, 1931

File 15719

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

Dear Sir:

Referring to your letter of November 4, file 700-1, transmitting tabulation of new bids for the construction of permanent paving for the East 9th Street traffic bridge.

It will be agreeable to award this work to the Marsh-Hart Company, the low bidder.

Yours truly,

Chief Engineer

LGM:VS

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

CLEVELAND, OHIO

H. J. KLEIN
VICE PRESIDENT

November 12, 1931.

File 15.5.0

Mr. A. C. Harvey,
Chief Engineer.

Your letter of November 5th, file 15719, in regard to paving the approaches to the East 9th Street bridge, Cleveland.

It will be agreeable to award the work to the Marsh-Hart Company, the low bidder, in line with your recommendation.

Copy to:
Mr. W. J. Bergen

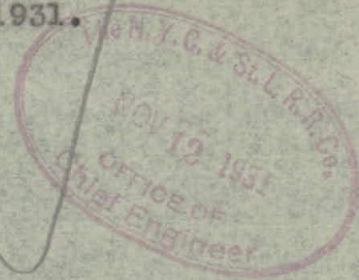


H. J. Klein
cum

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD COMPANY

November 12, 1931.



Mr. F. S. Hales,
Engineer,
Cleveland Terminal Improvements.

Dear Sir:

Referring to your letter of the 4th inst., your File 700-1, with which you submitted tabulation of bids for the permanent paving of East 9th Street highway bridge, Cleveland, I wish to say that it will be satisfactory to award the contract for this work to the Marsh Hart Company, the low bidder.


I am also attaching for your information and file copy of letter, dated November 11, 1931, from Mr. Jouett, approving award of this contract to the Marsh Hart Company.

Yours truly,

(Signed) W. J. BERGEN

Engineering Ass't to President

EJB/HC

CC - A. C. Harvey 

C o m p a n y

THE CLEVELAND UNION TERMINALS COMPANY
CLEVELAND, OHIO

November 11, 1931

Mr. W. J. Bergen,
Engineering Ass't to President,
Nickel Plate Road,
Terminal Tower

Dear Sir:

In reply to your letter dated November 7th I would advise that award of paving work on the approaches to the East 9th Street traffic bridge to The Marsh Hart Company, in accordance with tabulation of bids which accompanied your letter, is satisfactory to me.

Yours very truly,

(S) H. D. JOUETT

Terminal Manager

LJB

November 5, 1931

File 15719

Mr. H. J. Klein
Vice President

Dear Sir:

Referring to your letter of October 8, file 15.5.0, in reply to mine of October 6, relative to bids received for the permanent paving for the East 9th Street traffic bridge at Cleveland.

In accordance with Mr. Bergen's verbal instructions, new bids were secured on a revised plan which was prepared in accordance with understanding reached with the Cleveland Union Terminals Company representative, and I am inclosing tabulation of these new bids.

You will note that the Marsh-Hart Company are still the low bidders on this job, and will you please advise if satisfactory to award this job to them. This work is covered by AFE No.4173-0.

Yours truly,

Chief Engineer

LGM:VS

inc.

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

CLEVELAND, OHIO

File 700-1

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

November 4, 1931.

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

→ Mr. A. C. Harvey,
Chief Engineer.



Gentlemen:

Please refer to my letter of October 5, transmitting tabulation of bids for the construction of permanent paving for the East 9th Street Traffic Bridge. Under date of October 9, his file 15719, Mr. Harvey approved this tabulation.

In accordance with Mr. Bergen's verbal request, I have secured new bids on a revised plan which has been prepared in accordance with understanding reached with the Cleveland Union Terminals Company representative.

Will Mr. Harvey please advise whether it is satisfactory to the management to award this construction to the Marsh-Hart Company, which is still the low bidder, and will Mr. Bergen please transmit this tabulation to the Cleveland Union Terminals Company for their approval?

Yours very truly,

J. S. Hales

ENGINEER OF C. T. I.

WJB:E
Enc.

THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD COMPANY
 NICKEL PLATE ROAD
 Cleveland, Ohio

Tabulation of Bids

Bids Requested 11/2/31.
 Bids Received 11/4/31.

Permanent Paving - Approaches to East 9th St. Traffic Bridge - A.F.E. 4173-O.

	UNITS	RIELEY BROS. CONS.		MARSH-HART CO.		INDUSTRIAL CONST.		HIGHWAY CONSTRN.	
		Price	Total	Price	Total	Price	Total	Price	Total
Sq.Yd. 8" Concr. Pavement	700 S.Y.	\$ 1.90	\$1,330.00	\$ 1.76	\$1,246.00	\$ 2.45	\$1,715.00	\$ 2.60	\$1,820.00
Excavation	200 C.Y.	.75	150.00	.70	140.00	1.00	200.00	.70	140.00
Catch Basin	2 Each	85.00	170.00	80.00	120.00	85.00	170.00	80.00	160.00
Manhole	1 Each	85.00	85.00	80.00	80.00	125.00	125.00	90.00	90.00
8" V. C. Pipe	255 L.F.	.75	191.25	1.00	255.00	2.10	535.50	1.25	318.75
5" Medina Curb	30 L.F.	1.00	30.00	2.00	60.00	1.25	37.50	1.10	33.00
5" " " - Radius	16 L.F.	1.65	26.40	2.00	32.00	1.75	28.00	1.60	25.60
Concrete Curb	80 L.F.	.15	12.00	.60	40.00	1.25	100.00	.20	16.00
Inlet	1 Each	35.00	35.00	40.00	40.00	50.00	50.00	30.00	30.00
TOTALS			\$2,029.65		\$2,013.00		\$2,961.00		\$2,633.35

(2)

(1)

(4)

(3)

C.T.I. Dept.
 11/4/31.

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

CLEVELAND, OHIO

File 700-1

A. C. HARVEY,
CHIEF ENGINEER

J. C. WALLACE,
ASST. CHIEF ENGINEER

G. H. TINKER,
BRIDGE ENGINEER

November 2, 1931.

Gentlemen:

Under date of September 29, I forwarded you this Company's Plan No. C-36033, covering construction of concrete paving in the approaches to our East 9th St. Traffic Bridge. At that time, I invited proposals for the construction of this pavement. I now hand you one print of the same plan which has been revised October 28, 1931. The revision consists of the addition of one inlet basin and certain curbing along the edges of the pavement.

You are invited to submit proposal for the construction of this pavement, based on the following revised tabulation of units:

700 Sq. Yds. of 8" concrete pavement.
200 Cu. Yds. of Excavation of present slag pavement.
2 Catch Basins.
1 Manhole
255 Lin. Ft. of 8" V. C. Pipe.
30 Lin. Ft. of 5" Medina Curb.
16 Lin. Ft. 5" Medina Curb, 10' radius.
80 Lin. Ft. Concrete Curb, poured monolithic with pavement.

1 Inlet.

All the conditions and statements enumerated in my letter of September 29 will prevail, and the purpose of this invitation is to secure revised tabulation based on the new quantities.

It should be noted that the contractor will be paid per square foot of pavement for all paving between the inside lines of the curb, and will not be allowed extra compensation for the additional thickness of pavement immediately adjoining the curb.

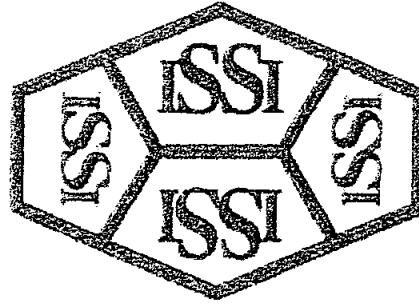
The bidder need not concern himself about the references on the plan as to the distribution of cost between the Nickel Plate and the Cleveland Union Terminals Company as all of the work will be done under contract with and under the inspection of the Nickel Plate Railroad.

Please have your unit price proposals, based on the foregoing tabulations, in the office of the undersigned at 747 Terminal Tower, at or before 12:00 o'clock noon Wednesday, November 4, 1931.

Yours very truly,

J. S. Hales
ENGINEER OF C. T. I.

WJB:E



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ISSI Operations Center Staff

THE N. Y. C. & ST. R. R. COMPANY
Cleveland, O.

File 700-1.
September 29, 1931.

Gentlemen:

Attached is Blueprint No. C-36033 showing proposed paving on both approaches to the Nickel Plate Highway Bridge over the C. U. T. tracks at the south end of East 9th Street just south of Broadway.

The estimated quantities for this work are as follows:

- 700 Sq. Yds. 8" Concrete Pavement.
- 200 Cu. Yds. of Excavation of present slag pavement.
- 2 Catch Basins.
- 1 Manhole.
- 225 Ft. of 8" V. C. Pipe.

You are requested to submit proposals for doing this work in accordance with this plan and specifications noted on the plan, and your prices to be per unit for quantities shown above.

The price per square yard of pavement to include all wire mesh, reinforcing, expansion joint material and curbs as shown, there being no other unit to be paid for in the paving proper except the square yard price. The price per catch basin and manhole to include excavation and backfilling and to include all labor and material necessary for a complete job.

The price per cubic yard of excavation to include hauling the material to the south side of our tracks in the area where the manhole is to go and, if that does not take it all, the balance can be dumped west of the metal building along the south side. There may be a little brick to take up at the north end of the pavement and, if so, that is to be absorbed in the cubic yard price.

The price per lineal foot of 8" V. C. sewer to include all excavation, backfilling, thorough puddling the backfilling and all labor and material. The approximate amount of cut is 9 feet for the portion on the north end and 5 or 6 feet for the portion on the south end. If any sheeting is necessary, the contractor will take care of same under his per foot contract price. We do not intend to leave any sheeting in and expect the contractor to do sufficient puddling to prevent future settlement.

The Railroad Company will take care of protecting the track over the sewer but the tracks will not be removed and the contractor will be required to complete the work under the track as promptly as possible.

The quantities as stated are estimated only and may be increased or decreased.

15
9/29/31.

Please have your proposals in this office by noon Saturday, October 3, and the successful bidder will be expected to begin work promptly upon notification and complete same as soon as possible.

The Railroad reserves the right to reject any and all bids.

Yours very truly,



ENGINEER OF C. T. I.

FSH:E

THIS CONTRACT, made this 16th day of November A.D. 1931, by and between THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY, with principal office at Cleveland, Ohio, hereinafter called the "COMPANY" and THE MARSH-HART COMPANY, of Cleveland, Ohio, hereinafter called the "CONTRACTOR".

WITNESSETH: THAT, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Contractor shall furnish all of the materials, superintendence, labor, tools, equipment and transportation, and shall execute, construct and finish in an expeditious, substantial and workmanlike manner, to the satisfaction and acceptance of the Chief Engineer of the Company, all paving on approaches to the Company's bridge in East 9th Street, near Broadway, Cleveland, Ohio, in accordance with details and specifications shown on the Company's plan No. C-36033, revised October 28, 1931, on file in the office of the Chief Engineer of the Company at Cleveland, Ohio, and in accordance with conditions contained in the Company's invitation to bid dated September 29, 1931 and supplement thereto dated November 2, 1931; said plan and invitation to bid being, and are hereby made an essential part of this contract.

The work covered by this contract shall be commenced promptly upon notification by the Company and shall be completed as quickly thereafter as possible.

And in consideration of the completion of the work described herein and the fulfillment of all stipulations of this contract to the satisfaction and acceptance of the Chief Engineer of the Company, the Company shall pay, or cause to be paid, to the Contractor the amounts due the Contractor based on the following prices:

For each sq. yd, 8" concrete paving - - -	\$ 1.78
For each cu. yd. excavation - - - - -	\$ 0.70
For each catch basin - - - - -	\$ 60.00
For each manhole - - - - -	\$ 80.00
For each lin. ft. 8" V.C. pipe - - - - -	\$ 1.00
For each lin. ft. 5" Medina curb, straight and curved - - - - -	\$ 2.00
For each lin. ft. concrete curb - - - - -	\$ 0.50
For each inlet - - - - -	\$ 40.00

GENERAL CONDITIONS

1. INTENT OF PLANS AND SPECIFICATIONS: All work that may be called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specifications, shall be executed and furnished by the Contractor as if described in both these ways; and should any work or material be required which is not denoted in the specifications or plans, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if they were particularly delineated or described.
2. CONTRACTORS UNDERSTANDING: It is understood and agreed that the Contractor, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employe of the Company, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
3. LAND OF COMPANY, USE OF BY CONTRACTOR: The Company shall provide the land upon which the work under this contract is to be done, and will, so far as it can conveniently do so, permit the Contractor to use so much of its land as is required for the erecting of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his cost and expense, any additional land required.
4. CONSENT TO TRANSFER: The Contractor shall not let or transfer this contract or any part thereof (except for the furnishing and delivery of material) without consent of the Chief Engineer, given in writing. Such consent does not release or relieve the Contractor from any of his obligations and liabilities under this contract.
5. RISK: The work under this contract in every respect shall be at the risk of the Contractor until finished and accepted, except damage or injury caused directly by the Company's agents or employes.
6. ENGINEER AND CHIEF ENGINEER: Wherever in this contract the word Engineer is used, it shall be understood as referring to the Chief Engineer of the Company, acting personally or through an assistant duly authorized in writing for such act by the Chief Engineer, and wherever the words Chief Engineer are used it shall be understood as referring to the Chief Engineer in person, and not to any assistant engineer.

7. POWER OF ENGINEER: The Engineer shall have the power to reject or condemn all work or material which does not conform to this contract; to direct the application of forces to any portion of the work which, in his judgment, requires it; to order the force increased or diminished, and to decide questions which arise between the parties relative to the execution of the work.

8. WAIVER: It is expressly understood and agreed that any waiver on the part of the Company or the Engineer, of any term, provision or covenant of this contract, shall not constitute a precedent, nor bind the Company or the Engineer, to a waiver of any succeeding breach of the same or any other of the terms, provisions or covenants of this contract.

9. ADJUSTMENT OF DISPUTE: All questions or controversies which may arise between the Contractor and the Company, under or in reference to this contract, shall be subject to the decision of the Chief Engineer and his decision shall be final and conclusive upon both parties.

10. BOND: The Contractor, if required, shall forthwith upon the execution and delivery of this contract, execute and deliver to the Company a good and sufficient bond of indemnity, in an amount to be specified by and in a form approved by the Company, as security for the faithful performance by the Contractor of all of the covenants and agreements on the part of the Contractor contained in this contract. The surety named in such bond of indemnity shall be a properly organized surety corporation qualified to do business in the State of OH IO, and acceptable to and approved by the Company.

The Company shall pay for such bond at the premium price named in the bond, or if it so elects may obtain such bond from such company as it desires and pay for same and the Contractor shall execute said bond.

11. PERMITS: Permits of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Company.

~~12. FIRE INSURANCE: The Contractor shall secure in the name of the Company, policies of fire insurance in amount, form and companies, satisfactory to the Chief Engineer, upon such structures and material as shall be specified by the Chief Engineer, payable to the Company for the benefit of the Contractor or the Company, as the Chief Engineer shall find their interests to appear.~~

13. WORKMEN'S COMPENSATION: INSURANCE: The Contractor shall comply with all the laws of the State where the contract is to be performed, arising under any "WORKMEN'S COMPENSATION ACT", and shall at all times carry and pay the premiums on all policies of insurance required by the laws of the State where the work is being performed, under any "WORKMEN'S COMPENSATION ACT", so that the Company shall be fully protected from any and all claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself, or by any subcontractors, or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Chief Engineer, if he so requires and shall be subject to his approval for adequacy of protection.

14. INDEMNITY: The Contractor shall indemnify and save harmless the Company from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description made, brought or recovered against the Company by reason of any act or omission of the Contractor, his agents or employes, in the execution of the work, or in guarding the same.

The Contractor further agrees to assume and to indemnify and save harmless the Company from and against any and all claims, demands, suits, proceedings, actions, recoveries, judgments and decrees whatsoever, preferred by the employes of the Contractor, or by any subcontractor, by the employes of any subcontractor, by any insurance or bonding company, or otherwise, arising by reason of any casualty, accident, loss, damage or injury to, or death of, any employe or employes of the Contractor, or any subcontractor, or any employe or employes of any subcontractor, whether occasioned by the acts or faults of the Company, its servants or agents, or otherwise.

It is further agreed that the Company shall be entitled to withhold out of any indebtedness due the Contractor under any of the provisions of this contract, a sum sufficient to cover and satisfy any and all such losses, claims, demands, payments, suits, proceedings, actions, recoveries, judgments and decrees.

In case no bond is furnished the Company may require indemnity insurance in amount, form and substance satisfactory and acceptable to the Company, which insurance shall provide for the protection of the Company against failure of the Contractor to comply with the conditions of these covenants. The Contractor shall take out and pay the premiums on such insurance.

15. SUPERINTENDENCE: The Contractor shall constantly superintend all of the work embraced in this contract, in person or by a duly authorized representative acceptable to the Company.

16. NOTICE: HOW SERVED: Any notice to be given by the Company to the Contractor under this contract shall be deemed to be served if the same be delivered to the person in charge of the office used by the Contractor, or to his representative at or near the work, or deposited in the postoffice, postpaid, addressed to the Contractor at his last known place of business.

17. PROTECTION: Whenever the local conditions, laws, or ordinances require, the Contractor shall furnish and maintain, at his own expense, necessary passageways, guard fences and lights and such other facilities and means of protection as may be required.

18. TIMELY DEMAND FOR POINTS AND INSTRUCTIONS: The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Engineer for, and has received from him, such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such points and instructions.

19. PRESERVATION: OF STAKES: The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of wilful or careless destruction, he will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

20. REPORT ERRORS AND DISCREPANCIES: If the Contractor in the course of the work, finds any discrepancy between the plans and the physical condition of the locality, or any error, or omission in the plans or in the layout as given by points and instructions, it shall be his duty to immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

21. INSPECTION: All work and material shall be at all times open to the inspection, acceptance or rejection of the Engineer or his authorized representative. The Contractor shall give the Engineer reasonable notice of starting any new work and shall provide reasonable and necessary facilities for inspection even to the extent of taking out portions of finished work; in case the work is found satisfactory, the cost of taking out and replacement shall be paid by the Company. No work shall be done at night without the previous approval of the Engineer.

22. DEFECTIVE WORK OR MATERIAL: Any omission or failure on the part of the Engineer to disapprove or reject any work or material shall not be construed to be an acceptance of any defective work or material. The Contractor shall remove, at his own expense, any work or material condemned by the Engineer, and shall rebuild and replace the same without extra charge, and in default thereof the same may be done by the Company at the Contractor's expense, or in case the Chief Engineer shall not consider the defect of sufficient importance to require the Contractor to rebuild or replace any imperfect work or material, he shall have power, and is hereby authorized to make an equitable deduction from the stipulated price.

23. WORK ADJACENT TO RAILWAY OR OTHER PROPERTY: Wherever the work embraced in this contract is near the tracks, structures or buildings of this Company or of other railways, or persons, the Contractor shall use proper care and vigilance to avoid injury to persons or property. The work shall be so conducted as not to interfere with the movement of trains or other operation of the railway; or, if in any case such interference be necessary, the Contractor shall not proceed until he has first obtained specific authority and directions therefor from the proper designated officer of the Company and has the approval of the Engineer.

24. RIGHTS OF VARIOUS INTERESTS: Wherever work being done by Company forces or by other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work in general harmony.

25. ORDER AND DISCIPLINE: The Contractor shall at all times enforce strict discipline and good order among his employes and any employe of the Contractor who shall appear to be incompetent, disorderly or intemperate, or in any other way disqualified for or unfaithful to the work entrusted to him, shall be discharged immediately on the request of the Engineer, and he shall not again be employed on the work without the Engineer's written consent.

26. CONTRACTOR NOT TO HIRE COMPANY'S EMPLOYES: The Contractor shall not employ or hire any of the Company's employes without the permission of the Engineer.

27. ORDER OF COMPLETION: USE OF COMPLETED PORTIONS: The Contractor shall complete any portion or portions of the work on such order of time as the Engineer may require. The Company shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of the work so taken or used or any part thereof.

If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the Chief Engineer may determine.

28. CHANGES, The Company shall have the right to make any changes that may be hereafter determined upon, in the nature or dimensions of the work, either before or after its commencement, and such changes shall in no way affect or void the obligations of this contract. If such changes make any change in the cost of the work, an equitable adjustment shall be made by the Chief Engineer to cover the same, but the Contractor shall not claim compensation for anticipated profits.

29. EXTRA WORK: No bill or claim for extra work or material shall be allowed or paid unless the doing of such extra work or the furnishing of such extra material shall have been authorized in writing by the Chief Engineer.

The price for such work shall be determined by the Chief Engineer, who may either fix a unit price or a lump sum price, or may, if he so elects, provide that the price shall be determined by the actual cost, to which shall be added 10 percent to cover general expenses and superintendence, profits, contingencies, use of tools, Contractor's risk and liability. If the Contractor shall perform any work or furnish any material which is not provided for in this contract, or which was not authorized in writing by the Engineer, said Contractor shall receive no compensation for such work or material so furnished, and does hereby release and discharge the Company from any liability therefor.

If the Contractor shall proceed with such extra work or the furnishing of such extra material after receiving written authority therefor, as hereinbefore provided, then such work or material, stated in the written authority of the Engineer, shall be covered, governed and controlled by all the terms and provisions of this contract, subject to such prices as may be agreed upon or fixed by the Chief Engineer.

If the Contractor shall decline or fail to perform such work or furnish such extra material as authorized by the Engineer in writing, as aforesaid, the Company may then arrange for the performance of the work in any manner it may see fit, the same as if this contract had not been executed, and the Contractor shall not interfere with such performance of the work.

30. UNAVOIDABLE DELAYS: EXTENSION OF TIME ON PARTS OF WORK: If the Contractor shall be delayed in the performance of the work from any cause beyond his control, he may, upon written application to the Chief Engineer within three days of such delay, be granted such extension of time, as the Chief Engineer shall deem equitable and just.

31. SUSPENSION OF WORK: The company may at any time stop the work, or any part thereof, by giving —10— days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Company to the Contractor so to do. The Company shall not be held liable for any damages or anticipated profits on account of the work being stopped, or for any work done during the interval of suspension. It will, however, pay the Contractor for expenses of men and teams necessarily retained during the interval of suspension, provided the Contractor can show that it was not reasonably practicable to move these men and teams to other points at which they could have been employed. The Company will further pay the Contractor for the time necessarily lost during suspension at the rate of —10— percent per annum on the estimated value of materials, equipment and fixtures furnished by the Contractor on the work which are necessarily idle during such suspension, said rate of —10— percent per annum being understood to include depreciation, interest and insurance. But if the work, or any part thereof, shall be stopped by the notice in writing aforesaid, and if the Company does not give notice in writing to the Contractor to resume work at a date within —90— days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he will be entitled to the estimates and payments for work done, on such portion so abandoned, as provided in Section 41 of this contract.

32. FAILURE OF PERFORMANCE BY CONTRACTOR: (a) If the Chief Engineer of the Company shall at any time be of the opinion that the Contractor is neglecting to remedy any imperfections in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the contract, or is otherwise violating any of the provisions of this contract, said Chief Engineer, in behalf of the Company, shall have the power, and it shall be his duty to notify the Contractor in writing to remedy such imperfections, proceed more rapidly with said work, or otherwise comply with the provisions of this contract.

(b) If on the expiration of ten (10) days after the serving of such written notice upon the Contractor, the Contractor shall continue to neglect the work and shall fail to satisfy the Engineer in his efforts, ability and intentions, to remedy the specified deficiencies, the Company may terminate the employment of the Contractor and may take possession of the work and of all materials, tools and appliances thereon, and employ such means as may be, in the Engineer's judgment necessary to finish the work. In such case the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this contract exceeds the cost to the Company of finishing the work, such excess shall be paid to the Contractor; but if such cost exceeds such unpaid balance, the Contractor shall pay the difference to the Company.

(c) Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof, the Company shall have the alternative right, instead of assuming charge of the entire work, to place additional forces, tools, equipment and materials on parts of the work for the purpose of carrying on such parts of the work, and the Contractor shall be allowed therefor the Contract price. The Company may retain the amount of the cost of such work, with —10— percent added, from any sum or sums due or to become due the Contractor under this contract.

33. ANNULMENT WITHOUT FAULT OF CONTRACTOR: The Company will have the right at any time, for reasons which appear good to it, to annul this contract upon giving notice in writing to the Contractor, in which event the Contractor shall be entitled to the full amount of the estimate for the work done by him under this contract up to the time of such annulment, including the retained percentage. The Contractor shall be reimbursed by the Company for such expenditures as in the judgment of the Chief Engineer are not otherwise compensated for, and as are required in preparing for and moving to and from the work; the intent being that an equitable settlement shall be made with the Contractor.

34. REMOVAL OF EQUIPMENT: In case of annulment of this contract before completion from any cause whatever, the Contractor, if notified to do so by the Company, shall promptly remove any part or all of his equipment and supplies from the property of the Company, failing which the Company shall have the right to move such equipment and supplies at the expense of the Contractor.

35. SETTLEMENT FOR WAGES: Whenever in the opinion of the Chief Engineer, it may be necessary for the progress of the work to secure to any of the employes engaged on the work under this contract any wages which may then be due them, the Company is hereby authorized to pay said employes the amount due them or any lesser amount, and the amount so paid them, as shown by their receipts, shall be deducted from any moneys that may be or become payable to said Contractor.

36. FAILURE TO MAKE PAYMENTS: Failure by the Company to make payments at the time provided in this contract shall give the Contractor the right to suspend work until payment is made, or at his option, after thirty (30) days' notice in writing, should the Company continue to default, to terminate this contract and recover the price of all work done and materials provided and all damages sustained, and such failure to make payments at the times provided shall be a bar to any claim by the Company against the Contractor for delay in completion of the work, due to such suspension or failure to pay.

37. LIENS: If at any time there shall be evidence of any lien or claim for which the Company might become liable, and which is chargeable to the Contractor, the Company shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify the Company against such lien or claim, and if such lien or claim be valid, the Company may pay and discharge the same and deduct the amount so paid from any moneys which may be or become due and payable to the Contractor.

38. MONTHLY ESTIMATE: So long as the work herein contracted for is prosecuted in accordance with the provisions of this contract, and with such progress as may be satisfactory to the Chief Engineer, the said Chief Engineer will, on or about the first day of each month, make an approximate estimate of the proportionate value of the work done and acceptable material furnished or delivered upon the Company's property at the site of the work, up to and including the last day of the previous month. The amount of said estimate after deducting —10— percent and all previous payments, shall be due and payable to the Contractor at the office of the Treasurer of the Company on or before the 30th day of the current month.

It is understood and agreed that the monthly estimates and certificates on unfinished work shall, in no case, be taken as an acceptance of the work, or a release of the Contractor from responsibility therefor, and that in computing the final estimate, the Chief Engineer need not be bound by the preceding estimates and certificates.

39. CLEANING UP: The Contractor shall, as directed by the Engineer, remove from the Company's property and from all public and private property, at his own expense, all temporary structures, rubbish and waste materials resulting from his operations.

40. ACCEPTANCE: The work shall be inspected for acceptance by the Company promptly upon receipt of notice in writing that the work is ready for such inspection.

41. FINAL ESTIMATE: Upon the completion and acceptance of the work, the Chief Engineer shall issue a final estimate over his signature, covering work provided for in this contract, completed and accepted by him, under the terms and conditions thereof, whereupon, the balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor at the office of the Treasurer of the Company within —30— days after the date of said final estimate, provided that, before the payment of said final estimate, the Contractor shall submit evidence satisfactory to the Chief Engineer that all payrolls, material bills and outstanding indebtedness in connection with this work have been paid.

~~42. TRANSPORTATION: The Company will furnish the Contractor free transportation for its employes, equipment and supplies necessary to the carrying out of this contract, over its own lines insofar as permitted by government regulations.~~

~~The Contractor assumes all responsibility and agrees to indemnify and save harmless the Company from any and all damages on account of injury to, or death of any employe or employes sustained while using such transportation.~~

43. MATERIAL PURCHASED BY CONTRACTOR: Other things being equal preference shall be given in the purchase of materials for the work to firms or dealers designated by the Company.

This contract shall inure to the benefit of and be binding upon the legal representatives and successors of the parties respectively.

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate, as of the day and year first above written.

THE NEW YORK, CHICAGO & ST. LOUIS
RAILROAD COMPANY

By _____
Vice President

THE MARSH-HART COMPANY

By _____

THIS CONTRACT, made this 16th day of November A.D. 1931, by and between THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY, with principal office at Cleveland, Ohio, hereinafter called the "COMPANY" and THE MARSH-HART COMPANY, of Cleveland, Ohio, hereinafter called the "CONTRACTOR".

WITNESSETH: THAT, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Contractor shall furnish all of the materials, superintendence, labor, tools, equipment and transportation, and shall execute, construct and finish in an expeditious, substantial and workmanlike manner, to the satisfaction and acceptance of the Chief Engineer of the Company, all paving on approaches to the Company's bridge in East 9th Street, near Broadway, Cleveland, Ohio, in accordance with details and specifications shown on the Company's plan No. C-36053, revised October 28, 1931, on file in the office of the Chief Engineer of the Company at Cleveland, Ohio, and in accordance with conditions contained in the Company's invitation to bid dated September 29, 1931 and supplement thereto dated November 2, 1931; said plan and invitation to bid being, and are hereby made an essential part of this contract.

The work covered by this contract shall be commenced promptly upon notification by the Company and shall be completed as quickly thereafter as possible.

And in consideration of the completion of the work described herein and the fulfillment of all stipulations of this contract to the satisfaction and acceptance of the Chief Engineer of the Company, the Company shall pay, or cause to be paid, to the Contractor the amounts due the Contractor based on the following prices:

For each sq. yd, 8" concrete paving - - -	\$ 1.75
For each cu. yd. excavation - - - - -	\$ 0.70
For each catch basin - - - - -	\$ 60.00
For each manhole - - - - -	\$ 80.00
For each lin. ft. 8" V.C. pipe - - - - -	\$ 1.00
For each lin. ft. 5" Medina curb, straight and curved - - - - -	\$ 2.00
For each lin. ft. concrete curb - - - - -	\$ 0.50
For each inlet - - - - -	\$ 40.00

This contract shall inure to the benefit of and be binding upon the legal representatives and successors of the parties respectively.

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate, as of the day and year first above written.

THE NEW YORK, CHICAGO & ST. LOUIS
RAILROAD COMPANY

By _____
Vice President

THE MARSH-HART COMPANY

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The Contractor shall furnish all of the materials, superintendence, labor, tools, equipment and transportation, and shall execute, construct and finish in an expeditious, substantial and workmanlike manner, to the satisfaction and acceptance of the Chief Engineer of the Company, all paving on approaches to the Company's bridge in East 9th Street, near Broadway, Cleveland, Ohio, in accordance with details and specifications shown on the Company's plan No. C-36033, revised October 28, 1931, on file in the office of the Chief Engineer of the Company at Cleveland, Ohio, and in accordance with conditions contained in the Company's invitation to bid dated September 29, 1931 and supplement thereto dated November 2, 1931; said plan and invitation to bid being, and are hereby made an essential part of this contract.

The work covered by this contract shall be commenced promptly upon notification by the Company and shall be completed as quickly thereafter as possible.

And in consideration of the completion of the work described herein and the fulfillment of all stipulations of this contract to the satisfaction and acceptance of the Chief Engineer of the Company, the Company shall pay, or cause to be paid, to the Contractor the amounts due the Contractor based on the following prices:

For each sq. yd, 8" concrete paving - - -	\$ 1.78
For each cu. yd. excavation - - + - - - -	\$ 0.70
For each catch basin - - - - -	\$ 60.00
For each manhole - - - - -	\$ 80.00
For each lin. ft. 8" V.C. pipe - - - - -	\$ 1.00
For each lin. ft. 5" Medina curb, straight and curved - - - - -	\$ 2.00
For each lin. ft. concrete curb - - - - -	\$ 0.50
For each inlet - - - - -	\$ 40.00

This contract shall inure to the benefit of and be binding upon the legal representatives and successors of the parties respectively.

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate, as of the day and year first above written.

THE NEW YORK, CHICAGO & ST. LOUIS
RAILROAD COMPANY

By _____
Vice President

THE MARSH-HART COMPANY

By _____

15719

October 29, 1931

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

Dear Sir:

Herewith copy of letter to
Mr. Hales which clears up the discrepancy and figures
for the east abutment for the E. 9th St. High Level
Lead Bridge.

Very truly yours,

T/S

Bridge Engineer.

NICKEL PAT. ROAD

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

W. J. BERGEN
ENGINEERING ASS'T TO PRESIDENT

October 29, 1931.

Mr. G. H. Tinker,
Bridge Engineer.

Dear Sir:

Referring to your statement of September 17th, showing cost of theoretical retaining walls in place of abutments at East 9th Street High Level Lead Bridge, I wish to say that I submitted these figures to Mr. Jouett for authority to bill and he advises that as to the East Abutment the figures are not those that we agreed upon with his representative.

Please take this matter up promptly and advise what adjustment is necessary.

Yours truly,

W. J. Bergen
Engineering Ass't to President

WJB/HC

CC - F. S. Hales

15719

October 14, 1931

W

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

Dear Sir:

Following up our conversation several days ago about cost allocation with C.U.T. on the E. 9th St. bridge abutments, please note the following for your information:

Actual cost of north and south abutments - - - - -	\$63,322.54
Cost of theoretical retaining walls in place of north and south abutments as finally revised - - - - -	<u>52,273.69</u>
Difference - - - - -	<u>\$11,048.85</u>

This means that C.U.T. pays about 83.3% of the cost of our abutments.

Very truly yours,

OEH/S

Asst. Engineer.



182.50
S

15719

October 14, 1931

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

Dear Sir:

Regarding cost allocation with C.U.T. Company for E. 9th St. bridge abutments, after further meetings with Mr. Marsh's force, a setup of quantities was finally agreed upon which is as follows and which you may now submit to them for billing.

Theoretical Retaining Wall in place of North Abutment

3635.47	cu. yds.	Earth Excavation at 3.25	\$11815.27	
794.34	" "	Concrete " 14.50	11517.93	
144172.71	lbs.	Steel reinforcing " .05	7203.63	
5405.0	sq. ft.	Waterproofing " .08	432.32	
116.7	lin.ft.	Raggle block " .15	17.50	
				\$30991.65

Theoretical Retaining Wall in place of South Abutment

668.7	cu. yds.	Earth excavation at 3.25	\$2173.27	
791.0	" "	Concrete " 14.50	11469.50	
143600	lbs.	Steel reinforcing " .05	7180.00	
5036.0	sq. ft.	Waterproofing " .08	402.88	
110.58	lin. ft.	Raggle block " .15	16.58	
265.4	sq. ft.	Waterproofing Exp. " .15	39.81	\$21282.04

Total for Theoretical Retaining Walls - - - - - \$52273.69

To the above you will have to add the proportionate costs of cement tests, engineering, etc., together with actual costs of wing walls on the south abutment, in order to arrive at the final figure to be billed against the C.U.T. Company.

Very truly yours,

182.08
5

CC to Mr. Bergen

ORH/c

Bridge Engineer

October 9, 1931

File 15719

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

Dear Sir:

Your joint letter of October 5, file 700-1, in regard to permanent paving for the East 9th Street traffic bridge at Cleveland.

It will be satisfactory to award this work to the Marsh-Hart Company, the low bidder, providing that Mr. Bergen advises you that this action meets with his approval.

Yours truly,

Chief Engineer

LGN:VS

WJ Bergen

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

CLEVELAND, OHIO

H. J. KLEIN
VICE PRESIDENT

October 8, 1931.

File 15.5.0

Mr. A. C. Harvey,
Chief Engineer.

Referring to your letter of the 6th inst. enclosing tabulation of bids received for the construction of the permanent paving for the East 9th Street traffic bridge at Cleveland:

You may, in accordance with your recommendation, award this work to the Marsh-Hart Company, the low bidder, provided that Mr. Bergen, to whom a copy of this letter is being sent, advises you that this meets with his approval.

Copy to:
Mr. W. J. Bergen.



October 6, 1931

Mr. H. J. Klein
Vice President

Dear Sir:

I am inclosing tabulation of bids received for the construction of the permanent paving for the East 9th Street traffic bridge, Cleveland.

It is my understanding that the Cleveland Union Terminals Company will participate in the expense of this work, and Mr. Bergen is handling for any necessary approval of the Cleveland Union Terminals Company.

The Marsh-Hart Company is the low bidder and it is my recommendation that the work be awarded to them, provided this meets with the approval of Mr. Bergen.

The work is covered by AFE No. 4174³-0.

Yours truly,

Chief Engineer

LGM:VS

inc.

WJ Bergen

NICKEL PLATE ROAD

THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY

CLEVELAND, OHIO

File 700-1

A. C. HARVEY,
CHIEF ENGINEER

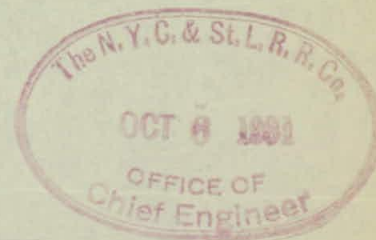
J. C. WALLACE,
ASST. CHIEF ENGINEER

G. H. TINKER,
BRIDGE ENGINEER

October 5, 1931.

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

→ Mr. A. C. Harvey,
Chief Engineer.



Gentlemen:

There is attached, tabulation of bids for the construction of the permanent paving for the East 9th Street Traffic Bridge. You will note that the bid of the Marsh-Hart Company, \$1,965.00, is the low bid.

I am attaching to Mr. Bergen's copy of this letter, a copy of the invitation to bid and an extra copy of the tabulation, with the thought that he may wish to secure the approval of the Cleveland Union Terminals Company before awarding this work, inasmuch as I understand that Company will participate in the expense.

Will Mr. Harvey please advise whether it is satisfactory to the management to award this construction to the Marsh-Hart Company and proceed with the work?

Will Mr. Bergen please advise if this proposal is satisfactory to the Cleveland Union Terminals Company and for what proportion of the work that Company should be billed?

Yours very truly,

ENGINEER OF C. T. I.

WJB:E
Enc.

THE NEW YORK, CHICAGO & ST. LOUIS R. R. CO.
Cleveland, O.

TABULATION OF BIDS

Bids Requested 9/29/31
Bids Received 10/5/31.

Permanent Paving - Approaches to East 9th Street Traffic Bridge.
A.F.E. 4174-0.

* * *

	Units	Rieley Bros.		Highway Const.Co.		Enterprise Paving & Constr.		Howard Herring		Marsh-Hart Co.		Industrial Constr.	
		Price	Total	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
8" Concrete Paving	700 S.Y.	\$ 2.00	\$1,400.00	\$ 2.60	\$1,820.00	\$ 2.80	\$1,960.00	\$ 2.45	\$1,715.00	\$ 2.00	\$1,400.00	\$ 2.45	\$1,715.00
Excavation	200 C.Y.	.75	150.00	.70	140.00	1.50	300.00	.50	100.00	.70	140.00	1.00	200.00
Catch Basins	2 Each	85.00	170.00	80.00	160.00	90.00	180.00	75.00	150.00	80.00	120.00	100.00	200.00
Manhole	1 "	85.00	85.00	90.00	90.00	100.00	100.00	75.00	75.00	80.00	80.00	125.00	125.00
8" V. C. Pipe	225 L.F.	.75	168.75	1.25	281.25	1.40	315.00	1.35	303.75	1.00	225.00	2.10	472.50
			\$1,973.75		\$2,491.25		\$2,855.00		\$2,843.75		\$1,965.00		\$2,712.50
			(2)		(4)		(6)		(3)		(1)		(8)

Note: Bentley Bros. & Cleveland Trinidad Paving sent invitation but no bids received.

15719

October 2, 1931

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

Dear Sir:

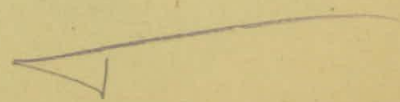
Your letter of the 1st inst. referring to matter of allocation of cost with The C.U.T. on the E. 9th St. traffic bridge, Mr. Jouett says that after re-checking their figures they find same to be correct.

We have told Mr. Corr at the time that we cannot agree with him on his basis of figuring this estimate after a study of the tentative agreement to be applied to this case and for that reason our figures are slightly higher than his. We explained to him our assumption in making the estimate based on this tentative agreement and he agreed to take the matter up with his people and advise if ~~our~~ ^{their} assumption, and therefore our estimate will be agreeable to them. Up to this date he has not yet done so.

Very truly yours,

OEH/S

Bridge Engineer.



182.80
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NICKEL PLATE ROAD

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

W. J. BERGEN
ENGINEERING ASS'T TO PRESIDENT

October 1, 1931.

Mr. G. H. Tinker,
Bridge Engineer.

Dear Sir:

Referring to the matter of allocation of cost of the East 9th Street traffic bridge, I am attaching for your information and file copy of letter from Mr. Jouett under date of September 19, 1931. Please arrange to have our figures rechecked and take up with the C. U. T. and see if the two sets of figures can be reconciled.

Yours truly,

W. J. Bergen
Engineering Ass't to President

WJB/HC

✓

*A.D.
Copy of H. 10/2/31*

C o p y

THE CLEVELAND UNION TERMINALS CO.
TERMINAL TOWER
CLEVELAND, OHIO

September 19, 1931.

Mr. W. J. Bergen,
Engineering Ass't. to President,
Nickel Plate Road,
Terminal Tower

Dear Sir:

Referring to your letter of August 25 regarding the allocation of the cost of the East 9th Street Traffic Bridge and my memo to Mr. Marsh of August 28, copy of which I sent to you.

Mr. Corr of Mr. Marsh's office has conferred with Mr. Tinker and explained that our estimates were made on the same general design of wall as Mr. Tinker's estimates. Mr. Corr left with the understanding that they would each recheck their figures. We have had our estimate checked and find it to be correct.

Yours very truly,

(S) H. D. JOUETT

Terminal Manager.

LJB

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1931