

Repairman .....	6.40 to	8.00
Rollerman .....	5.88	
Shopman .....	5.88 to	7.20
Stone Cutter .....	9.00	
Street Sign Erector..	6.00	
Smoother .....	5.04	
Shop Handyman ....	6.93	
Tapper .....	6.30	
Tamper .....	5.04	
Timekeeper .....	6.30	
Timekeeper—Chief .	7.56	
Teams .....	6.00 to	10.00
Trackman .....	5.60	
Trucks .....	10.00 to	25.00
Typist .....	6.00	
Trailer .....	2.50 to	10.00
Watchman .....	3.20 to	5.04
Woodworker .....	6.80	
Waterboy .....	2.00	

By Councilman Bradley:  
 Resolved, That the City Controller be, and is herewith directed to honor per diem payrolls, showing rates as outlined in the foregoing communication from the Department of Public Works.  
 Adopted as follows:  
 Yeas—Councilmen Bradley, Broderick, Dingeman, Ewald, Murphy, Nagel and the President Pro Tem—7.  
 Nays—None.

**From the Department of Public Works.**

July 21, 1925.

To the Honorable the Common Council:

Gentlemen—The City Engineer is in receipt of a lump sum figure from W. E. Lennane, contractor for the Grand Trunk in connection with the grade separation between Warren and Vinewood Aves, covering the maintenance of street car operation in Buchanan Street during the construction of the subway, insofar as the above contractor's operations are concerned.

This figure amounts to Thirty-one Thousand, Five Hundred Seventy-seven (\$31,577.00) Dollars and the payment of such sum are stipulated as follows:

When the trestle has been completed and street car traffic placed thereon, Fifteen Thousand One Hundred Fifty-Six and Ninety-Six Hundredths (\$15,156.96) Dollars. When the trestle has been removed and street car traffic placed in service on a single track in the low level, Eleven Thousand Three Hundred Sixty-seven and Seventy Two Hundredths (\$11,367.72) Dollars. After the car tracks are established in the low level to their permanent line and grade, Five Thousand Fifty-two and Thirty-two Hundredths (\$5,052.32) Dollars.

The approval of the acceptance of the contractor's proposal by the Department of Street Railways and the Department of Public Works is

hereby solicited and your Honorable Body's decision as to the division of payment between the above mentioned departments is requested.

Respectfully submitted,  
 LEWIS H. ECKLIN,  
 Secretary.

By Councilman Bradley:

Resolved, That the Department of Street Railways and the Department of Public Works be and they are hereby authorized and directed to accept the proposal of W. E. Lennane for work in connection with the maintenance of street car service in Buchanan street during the grade separation work of the Grand Trunk Ry., in the total sum of \$31,577.00, payments to be made as listed in the foregoing communication, and the cost of this work to be borne 40 per cent by the Department of Public Works and 60 per cent by the Department of Street Railways, in accordance with resolution adopted July 7, 1925 (J. C. C. pp. 1852-3).

Adopted as follows:  
 Yeas—Councilmen Bradley, Broderick, Dingeman, Ewald, Murphy, Nagel and the President Pro Tem—7.  
 Nays—None.

**From the Department of Public Works.**

July 17, 1925.

To the Honorable the Common Council:

Gentlemen—Herewith is copy of agreement between the City of Detroit and the Canadian National Railway Company covering grade separation on its line between Warren and Vinewood avenues. This agreement was approved and authorized by your Honorable Body. It has been signed by representatives of the parties thereto and is certified as being "correct in form and execution" by the Corporation Counsel.

I respectfully recommend that it be printed in the proceedings of your Honorable Body.

Very truly yours,  
 JOHN W. REID,  
 Commissioner.

THIS SUPPLEMENTAL AGREEMENT, made this 31st day of May, 1925, by and between THE CITY OF DETROIT, a Municipal Corporation, hereinafter called THE CITY, party of the first part, and the CANADIAN NATIONAL RAILWAY COMPANY, successor by amalgamation to the Grand Trunk Railway Company of Canada as lessee of the Chicago, Detroit & Canada Grand Trunk Junction Railroad Company, hereinafter called THE RAILWAY COMPANY, party of the second part,



## WITNESSETH:

WHEREAS, the Grand Trunk Railway Company of Canada, together with the Michigan Central Railroad Company, the Lake Shore & Michigan Southern Railway Company (to which the New York Central Railroad Company is the successor by consolidation), and the Detroit United Railway Company, entered into a certain agreement, dated July 3, 1903, with the City of Detroit for the separation of grades in the district between Woodward avenue and Michigan avenue inclusive, the greater portion of which work has been completed, there remaining uncompleted grade separation at several streets shown on list hereto attached marked Exhibit A, which agreement provided for an aggregate annual expenditure by said several companies of \$200,000.

AND, WHEREAS, the Michigan Central Railroad Company and the New York Central Railroad Company have entered into an agreement dated August 11, 1924, with the City providing for an increase in the aggregate amount of annual expenditures for grade separation by them under the agreement aforesaid, and other agreements between them and the City, in order to secure the more rapid completion of such grade separations.

AND, WHEREAS, said agreement dated July 3, 1903, contemplated that all the companies parties thereto should perform their respective portions of the work of grade separation at each street contemporaneously, and in order to secure such contemporaneous work as between the Railway Company, first party hereto, and the Michigan Central Railroad Company and New York Central Railroad Company at the uncompleted streets, the City has requested the Railway Company to enter into an agreement similar to that between it and the Michigan Central Railroad Company and New York Central Railroad Company, dated August 11, 1924, and the Railway Company is willing to enter into such an agreement on the terms herein set forth.

AND, WHEREAS, at the time of the execution of said agreement dated July 3, 1903, there existed no street railway tracks across the Railway Company's right of way and tracks at Buchanan street, which is one of the said streets where grade separation has not been completed, and an agreement dated August 16, 1921, was entered into between the Railway Company, together with other railroad companies whose rights of way and tracks were crossed by such street railway tracks, and the City of Detroit by and through its Board of Street Railway Commissioners, cov-

ering such crossing, and fixing the rights and obligations of the parties in the event of grade separation at said street.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. The Railway Company agrees to perform its portion of the uncompleted work of grade separation, provided for by said agreement dated July 3, 1903, substantially contemporaneously with the performance by the Michigan Central Railroad Company and the New York Central Railroad Company of their portions of such work at each street, notwithstanding the limitation on the amount of annual expenditure therefor required of it by said agreement dated July 3, 1903, provided it shall not be required to expend any other or additional sums for grade separation in the City of Detroit on its line between Junction avenue on the west and the present easterly city limits until after the elevation of the tracks of the Railway Company and the installation of the permanent work has been completed as provided for herein, this limitation to terminate May 31, 1930.

2. It is agreed that the Railway Company may install temporary timber trestles at each of the street crossings not yet completed in the district covered by said agreement of July 3, 1903, of such character as shall be approved by the City Engineer, to the end that traffic in the usual manner on the railroad of the Railway Company and on said streets may be restored as soon as can reasonably be done, it being estimated that to perform said work will require until January 1, 1927. It is understood that the permanent work at said crossings shall thereafter from time to time be constructed and installed in accordance with the specifications therefor contained in said agreement of July 3, 1903, both such temporary trestles and permanent work to be done substantially contemporaneously with the performance, as aforesaid, by the Michigan Central Railroad Company and the New York Central Railroad Company of their portions of such work at each street.

3. It is understood and agreed that in the separation of grades at Buchanan Street, the temporary trestles to be there built will remain in service only the length of time necessary to support the Railway Company's tracks and carry its traffic thereover while the construction and installation of the permanent work is in progress, and that such permanent work shall be performed contemporaneously, as aforesaid, with the performance by the Michigan Central Railroad



Company and New York Central Railroad Company of their permanent work at such crossing. It is understood that the provisions of said agreement of August 16, 1921, fixing the rights and obligations of the parties thereto in the event of grade separation at said street shall control as between them.

4. It is understood that it shall be optional with the Railway Company to itself perform any or all of the said work, or let the same on contract to a contractor, or contractors. As to work which the Railway Company elects to let to a contractor, it shall procure proper bids of contractors, and will make the necessary contract or contracts with the contractor or contractors, and pay for the work and materials by monthly estimates.

It is understood and agreed that all work performed in connection with the paving, curbs, sidewalks and street darinage, including sewers, shall be inspected as the work progresses, by the City Inspectors and that the cost of such inspection shall be considered and treated as a part of the cost of such work.

5. Notwithstanding anything in said agreement of July 3, 1903, the City agrees to assume and does hereby assume:

(a) All costs and expense of that part of constructing, and installing, including rights of way, any works of drainage of driveways beyond the limits of the several works of separation of grades, as shown on the plans therefor.

(b) All and any additional cost of all pavements, repaving, sidewalks, sewers, water mains, drain pipes and conduits, and other similar facilities of the City, arising by reason of the use of more expensive material, or a change in kind or quantity, from that in place at the time of the commencement of the work of grade separation at any of the places provided for in said agreement of July 3, 1903.

(c) All the cost and expense of maintaining, repairing, and renewing all wings, retaining walls, abutments, guard rails and supports of adjacent buildings beyond and outside of the right of way of the Railway Company.

6. It is mutually agreed, notwithstanding anything in said contract of July 3, 1903, and in consideration of the Railway Company's increasing its aggregate annual expenditure by undertaking as herein provided to perform its portion of such work substantially contemporaneously with the performance by the Michigan Central Railroad Company and New York Central Railroad Company of their portion of such work as provided

in their said contract of August 11, 1924, with the City:

(a) That the cost of such work of grade separation, including the temporary work permitted by paragraph 2 hereof, shall be divided between the City and the Railway Company in the proportion of twenty-five per cent (25%) to the City and seventy-five per cent (75%) to the Railway Company, including in said cost the amounts and items provided for in paragraphs (b), (c), (d) hereof, and excepting therefrom all cost, expenses, charges, assessments, damages and liabilities assumed or to be borne, or work to be performed by the City as provided in said agreement of July 3, 1903, or in this agreement respectively.

(b) To all material furnished by the Railway Company from stock to accomplish such separation there shall be added fifteen per cent (15%) to cover the expenses of handling in transit, freight charges accruing on material, the shipment of which originates on the lines of the railway companies comprising the Grand Trunk Railway System, accounting, and other like overhead expenses, which it is impracticable to allocate, it being understood that all other materials shipped for use in such work are to be purchased f. o. b. Detroit for delivery at such place therein as may be designated by the Railway Company, and said fifteen per cent (15%) shall not apply to such material purchased.

(c) To the cost of all labor performed by the Railway Company itself, including foremen, there shall be added ten per cent (10%) to cover the cost of accounting, use of small tools and other like overhead expenses, which it is impracticable to allocate.

(d) To all work performed by contractors for the Railway Company, and as to materials purchased f. o. b. Detroit, as aforesaid, there shall be added to the cost thereof as fixed by contract, one per cent (1%) to cover the cost of advertising for bids, letting contracts, accounting and other like overhead expenses, which it is impracticable to allocate.

(e) In computing the total cost to be apportioned as provided in sub-paragraph (a) above, between the parties hereto, no item or amount which under the terms of said agreement of July 3, 1903, should or would be, or should or would have been borne by the Detroit United Railway or its successor the Department of Street Railways, City of Detroit, and no item or amount which under the terms of said agreement of August 16, 1921, should or would be, or should or would have been borne by



the said Department of Street Railways, shall be included therein, and no part thereof shall be borne by the Railway Company.

(f) The Railway Company shall monthly render to the City bills covering the cost to it for the preceding month, including all expenditures which are chargeable hereunder to the cost of the work, whether for work performed by itself or for work performed by contractors for it, according to estimates to be made by the Railway Company's Chief Engineer, the City Engineer or his representatives to have access to all the Railway Company's records pertaining to such work for the purpose of checking the same, and the City agrees to pay its proportion of such monthly bills within thirty (30) days from the date of rendition thereof.

7. All the terms and conditions of the original agreement of July 3, 1903, shall continue and be in full force and effect except as modified by the terms of this supplemental agreement and except as may be mutually agreed upon as the work progresses.

IN WITNESS WHEREOF, the parties, for themselves, their successors and assigns, have caused this agreement to be executed in their names in quadruplicate, by their respective duly authorized officials, the day and year first above written.

CITY OF DETROIT,  
 JOHN W. SMITH,  
 Mayor.  
 R. W. READING,  
 Controller.

Attest:  
 RICHARD LINDSAY,  
 City Clerk.

CANADIAN NATIONAL RAILWAY COMPANY, successor by amalgamation to the Grand Trunk Railway Company of Canada, as lessee of the Chicago, Detroit & Canada Grand Trunk Junction Railroad Company.

L. W. THORNTON,  
 Its President.

Attest:  
 R. P. ORMSBY,  
 Secretary.

Detroit, Mich., June 5th, 1925.  
 WALTER BARLOW,  
 Chief Asst. Corp. Council.

**SCHEDULE "A"**

Schedule showing status of grade separations in Detroit under agreement referred to in the agreement to which this is attached. Uncompleted work is on the following street crossings: Maybury Grand avenue, Buchanan street, Twenty-Third street, Twenty-Fourth street, Twenty-Fifth street, Roosevelt avenue, McKinley avenue.

Accepted and adopted as follows:  
 Yeas—Councilmen Bradley, Broderick, Dingeman, Ewald, Murphy, Nagel and the President Pro Tem—7.  
 Nays—None.

**From the Department Public Works.**

July 21, 1925.

To the Honorable, the Common Council:

Gentlemen—In reply to a notice from this office, the following proposals were received for paving alleys:

Alley No. 2346.—The T-alley in block between Broadstreet, Martindale, Joy road and Maydale, 16 and 20 feet wide, with one-course concrete:

Otis Cement Const. Co.....	\$5,913.81
R. J. Powelson & Co.....	5,699.98
Bishop & Weir, Inc.....	5,727.83
McKenna Trucking Co.....	5,720.33
Chas. L. Lincoln.....	5,633.94

Chas. L. Lincoln is the lowest bidder, average cost per square yard, including inspection, etc., \$2.30;

Alley No. 2347.—The T-alley in block between Boxwood, Firwood, Moore Place and Tireman, 14.48, 18 and 17.28 feet wide, with one-course concrete:

Otis Cement Const. Co.....	\$3,986.68
R. J. Powelson & Co.....	3,852.40
Bishop & Weir, Inc.....	3,908.22
McKenna Trucking Co.....	3,935.25
Chas. L. Lincoln.....	3,825.20
C. W. Shepard Co.....	3,754.31

C. W. Shepard Company is the lowest bidder, average cost per square yard, including inspection, etc., \$2.25;

Alley No. 2348.—The T-alley in block between LaSalle, Fourteenth, Philadelphia and Pingree, 18 feet wide, with one-course concrete:

Otis Cement Const. Co.....	\$3,970.66
R. J. Powelson & Co.....	4,203.82
Bishop & Weir, Inc.....	4,053.88
McKenna Trucking Co.....	3,952.63
C. W. Shepard Co.....	3,786.19

C. W. Shepard Company is the lowest bidder, average cost per square yard, including inspection, etc., \$2.38.

Alley No. 2349.—The T-alley in block between Coplin, Lakeview, Kercheval and Waterloo, 18 feet wide, with one-course concrete:

Otis Cement Const. Co.....	\$3,558.70
R. J. Powelson & Co.....	3,669.94
Bishop & Weir, Inc.....	3,434.33
McKenna Trucking Co.....	3,451.65

Bishop & Weir, Inc., is the lowest bidder, average cost per square yard, including inspection, etc., \$2.22;

Alley No. 2350.—The T-alley in block between Stanford, Hartford, Moore and Scoval, 19.5 feet wide, with one-course concrete:

Otis Cement Const. Co.....	\$3,501.43
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