

be and the same is hereby approved and confirmed.

Adopted as follows:

Yeas—Councilmen Bradley, Castator, Dingeman, Littlefield, Stevenson and the President Pro Tem—6.
Nays—None.

By Councilman Stevenson:

Resolved, That the contract entered into by the Department of Public Works with C. L. Lincoln for the grading, paving, etc., of the following alleys:

ALLEY NO. 3305—The T-alley first W. of Campbell in block between Cavalry, Campbell, Eldred and Baker, 20 feet wide, with one-course concrete; total cost, including inspection, etc., \$2,056.81;

ALLEY NO. 3307—The alley in block between Lansing, McKinstry, Lafayette and Porter, 20 feet wide, with one-course concrete; total cost, including inspection, etc., \$4,027.67;

ALLEY NO. 3308—The N. and S. alley in block between 51st, Freer, St. John and Stephens, 20 feet wide, with one-course concrete; total cost, including inspection, etc., \$1,199.33;

be and the same are hereby approved and confirmed.

Adopted as follows:

Yeas—Councilmen Bradley, Castator, Dingeman, Littlefield, Stevenson and the President Pro Tem—6.
Nays—None.

By Councilman Stevenson:

Resolved, That the contract entered into by the Department of Public Works with Lennane & McIlvenna for the grading, paving, etc., of the following alley:

ALLEY NO. 3309—The "L" alley in block between Yellowstone, Cascade, Boston and Collingwood, 16 and 20 feet wide, with one-course concrete; total cost, including inspection, etc., \$2,581.16;

be and the same is hereby approved and confirmed.

Adopted as follows:

Yeas—Councilmen Bradley, Castator, Dingeman, Littlefield, Stevenson and the President Pro Tem—6.
Nays—None.

From the Department of Public Works

August 9, 1927.

To the Honorable, the Common Council:

Gentlemen—On July 5th the Common Council approved agreement between the City of Detroit and the Wabash Railway Company, covering separation of grade on Livernois Ave-

nue, and I am attaching herewith copy of this new agreement for publication in the official proceedings.

Respectfully submitted,
JOHN W. REID,
Commissioner.

THIS AGREEMENT made and entered into this 23rd day of July, A. D. 1927, by and between the CITY OF DETROIT, (MICHIGAN), a Municipal Corporation, hereinafter called the City, party of the first part, and the WABASH RAILWAY COMPANY, a Corporation, hereinafter called the Railway Company, party of the second part, WITNESSETH, That

WHEREAS, on the 25th day of August, A. D. 1909, the 29th day of May, A. D. 1916, the 6th day of August, A. D. 1917, and the 10th day of August, A. D. 1923, the parties hereto executed four several agreements providing for the separation of grade crossings in said City, at the intersection of the several streets in the Districts from Woodward Avenue to Russell Street inclusive, and from Junction Avenue to River Rouge, with the right of way owned, used and occupied by said Railway Company; and

WHEREAS, pursuant to the said agreements the Railway Company has heretofore separated the grade crossings of its right of way and tracks with Livernois Avenue in the said City by the erection over and across said Avenue of a temporary bridge structure, as part of the complete grade separation work to be done at the said crossing; and

WHEREAS, it is now the desire of the parties hereto to complete the grade separation work at the said Livernois Avenue crossing by the erection, in lieu of the temporary bridge structure heretofore constructed, of a permanent concrete and steel bridge structure of a length sufficient for a one hundred twenty (120) foot street;

NOW THEREFORE, in consideration of the premises and the mutual undertakings of the parties hereinafter expressed, it is agreed as follows:

FIRST. The Railway Company shall, during the year 1927, or as soon thereafter as the work can be completed, take down and remove its temporary bridge structure over and across Livernois Avenue and construct in lieu thereof a permanent concrete and steel bridge structure of the type and character shown by the General Plan therefor upon the blue print hereto attached, made a part hereof, and marked "Exhibit A" and in accordance with further plans showing the style, design, pier details, north abutments, south abutments, slab details and situation plan,—each of which shall be approved by the Chief Engineer of the Wabash, and by the City Engineer of the City, and identi-

fied by the signatures of said Engineers respectively; also in accordance with specifications which shall likewise be approved and identified by said Engineers. All of said plans and specifications when approved and identified as herein provided, shall be and become a part of this agreement with the same force and effect as if fully set out herein.

SECOND. The City shall, in consideration of the undertakings of the Railway Company as hereinafter provided, pay to the Railway Company in the manner and amount hereinafter prescribed, its proportion of the cost of all the physical changes contemplated or required by the removal of said temporary bridge structure now existing over and across Livernois Avenue, and the construction of the said permanent bridge structure in lieu of said temporary bridge structure.

That as to work performed by the Railway Company itself, there shall be added to the cost to it of all materials furnished by it from stock to accomplish the said separation work, fifteen per cent (15) to cover the expense of handling in Transit, freight charges accrued on materials (the shipment of which originates on lines of the Railway Company), accounting, and other like overhead expenses which it is impracticable to allocate; it being understood that all other materials shipped for use in said 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 any materials so purchased.

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.

It is further understood and agreed that as to 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 of contracts, accounting, and other like overhead expenses which it is impracticable to allocate.

The Railway Company shall monthly render to the said City, bills covering the cost to it for the preceding month, including all expenditures made hereunder, which are chargeable to the cost of the work, whether for work by itself performed, or for work performed by Contractors for it, according to estimate to be made by the Railway Company's Chief Engineer; City Engineer or his representatives to have access to all the Railway Company's records pertain-

ing to such work, for the purpose of checking same; and the City agrees to pay its proportion of such monthly bills within thirty (30) days from the date of the rendition thereof.

THIRD. The provisions of the foregoing paragraphs First and Second of this agreement are intended to apply to the removal of the present temporary bridge structure of the Railway Company now existing over and across Livernois, and the construction in lieu thereof of the said permanent bridge structure over and across said Avenue in length sufficient to open a street having a width of one hundred twenty (120) feet.

(a) It is agreed that the City shall assume and pay all damages, resulting in legal liability, occasioned by the work of grade separation, to property excepting that of the Railway Company abutting on the street. The City shall also assume all expense in connection with the acquisition of property necessary for the proposed widening of the street.

(b) In the event of accidents occasioning damage to persons or property, including the employees of either the City or the Railway Company, and also the property of either, caused by the work herein provided for during the construction period, whether happening on the right of way of the Railway Company or on the street covered hereby within the limits of the work herein provided for, the expense or loss on account thereof, for which either the City or the Railway Company shall be liable or be damaged, shall be assumed, borne, and paid for by the parties hereto in the proportion of the City 25 per cent and the Railway Company 75 per cent.

(c) It is further understood and agreed that the present width of Livernois avenue is one hundred (100) feet, and that it is the intention of the City to provide a width of one hundred twenty (120) feet. The City shall, by due process of law provide for the widening of Livernois avenue across the right of way of the Railway Company as indicated on plan hereto attached. The Railway Company hereby releases and waives any damages, charges or claims arising from the taking or using the land of the Railway Company for the widening of said Livernois avenue or for the construction of the permanent bridge structure over or across said avenue as widened.

(d) The City shall pay to the Washash at the time and in the manner provided for in Paragraph Second hereof, as its proportion of the cost of a bridge structure sufficient to span a street one hundred twenty (120) feet in width, as follows:

(1) Fifty-seven per cent (57%) of the entire actual cost of a bridge structure sufficient to span a street

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Note.—For the purpose of this agreement it is understood and agreed that the items entering into the cost of the bridge structure for a one hundred twenty (120) foot street are as follows:

- Bridge sub-structure.
- Bridge super-structure.
- Street paving, curbs and sidewalks.
- Sewers.
- Water lines.
- Public light lines.
- Necessary track work to maintain traffic.

It being the intention that the cost of the bridge structure shall include all expense for reconstruction, excluding embankment fill, concrete crib wall along the right of way, additional tracks constructed, street retaining walls and entrance steps.

2. The entire cost of furnishing and placing 2,600 cu. yds. of embankment fill.

3. The entire cost of furnishing and placing 815 square feet of concrete crib wall along the right of way.

4. It is understood and agreed between the parties hereto that the Railway Company shall assume the full cost of all right of way fill and crib walls, other than hereinbefore provided, as well as the expense of constructing a third track upon its right of way.

5. It is further agreed that inasmuch as it is impracticable to determine the requirements with matter of street retaining walls and property entrances prior to the starting of the construction contemplated herein, that the City shall pay twenty-five (25) per cent of the cost of the street retaining walls and entrance provisions as they appear on the regular monthly bills rendered to the City. Upon the final completion of the entire work, the excess cost of the walls as a result of the difference between the original clearance provision of twelve (12) feet and the proposed one of fifteen (15) feet shall be determined by agreement between the engineers of the parties hereto, whereupon the City agrees to repay to the Railway Company seventy-five per cent (75%) of such excess cost applying to said walls and property entrances.

It is further understood and agreed that the plans and specifications for such extended bridge structure shall be approved by the engineer of each of the parties hereto as provided for in paragraph first hereof; and when so approved, shall be and become a part of this agreement with the same force and effect as though fully set out herein.

It is further understood and agreed that the ownership of this bridge and all other facilities necessary for the operation of trains, is vested in the

railway company and that the railway company shall bear the expense of maintaining the bridge and of all renewals and replacement of said bridge in kind.

FOURTH. It is agreed between the parties hereto that the work herein provided for shall, if reasonably possible to do so, be performed by the Wabash during the year 1927, or as soon thereafter as may be reasonably necessary for the completion of said work; provided, however, that in case the said work to be done by the Railway Company shall be delayed by reason of the necessary proceedings of the City for the widening of Livernois Avenue, then such work shall be undertaken by the Wabash, as soon as practicable after such widening proceedings are concluded, and thereafter prosecuted to completion with all reasonable dispatch.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper officers on the day and year first above written.

CITY OF DETROIT,
By JOHN W. SMITH,
Mayor.

Attest:

JOHN W. EISMAN,
Deputy City Clerk.
WABASH RAILWAY COMPANY,
By J. E. TAUSSIG,
President.

Attest:

W. F. BENDER,
Asst. Secretary.
(Seal)

Approved:

R. H. HOWARD,
Chief Engineer.
S. E. COTTER,
Vice-Pres. and General Manager.
PERRY A. FELLOWS,
City Engineer.
JOHN W. REID,
Commissioner of Public Works.
Approved as to form:

N. S. BROWN,
Vice-Pres. and Gen. Solicitor.
Form approved:

JAMES R. WALSH,
Asst. Corporation Counsel.
Accepted and placed on file.

From the Department of Public Works

August 9, 1927.

To the Honorable, the Common Council:

Gentlemen—The Department of Public Works respectfully reports that the paving of the following streets and alleys is fully completed, and has been examined by the Department of Public Works, found to be in accordance with the contracts and specifications and accepted for the city.

There is due for intersections as follows: