

THIS AGREEMENT, made this 23rd day of September, A.D., 1946, by and between the MICHIGAN STATE HIGHWAY DEPARTMENT, acting through Charles M. Ziegler,^{as} State Highway Commissioner of the State of Michigan, hereinafter referred to as the HIGHWAY DEPARTMENT, party of the first part; the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN, a public body corporate, hereinafter referred to as the BOARD, party of the second part; the CITY OF DETROIT, a municipal corporation organized and existing under the laws of the State of Michigan, hereinafter referred to as the CITY, party of the third part; THE MICHIGAN CENTRAL RAILROAD COMPANY, a Michigan corporation, and THE NEW YORK CENTRAL RAILROAD COMPANY, a consolidated corporation organized and existing under the laws of the State of Michigan and other States, acting in its own right and as Lessee of the Michigan Central Railroad, said two Railroad Companies being hereinafter collectively referred to as the NEW YORK CENTRAL, parties of the fourth part; and GRAND TRUNK WESTERN RAILROAD COMPANY, a consolidated corporation organized and existing under the laws of the States of Michigan and Indiana, having its principal offices at Detroit, Michigan, hereinafter referred to as the GRAND TRUNK, party of the fifth part; the first three parties being hereinafter referred to collectively as the PUBLIC AUTHORITIES, and the last two parties being hereinafter referred to collectively as the RAILROADS;

WITNESSETH:

WHEREAS, the PUBLIC AUTHORITIES, through an agreement dated September 19, 1944, in conformity with existing laws, have agreed to construct two limited access expressways in the City of Detroit, one of which is the John G. Lodge Expressway, hereinafter referred to as the Expressway; and

WHEREAS, under the terms of said agreement between the PUBLIC AUTHORITIES, all of the work involved on the John C. Lodge Expressway shall be done by the BOARD, as agent for the HIGHWAY DEPARTMENT, in conformity with existing law, which said work includes surveys, plans and specifications; property acquisition for rights-of-way, including consequential and abutment damages, if any, and interest on awards; and physical construction; and

WHEREAS, in accordance with the terms of said agreement, the HIGHWAY DEPARTMENT has, by proper procedure, designated the aforesaid Expressway as a state trunk line highway and has received approval from the Federal Works Agency, Public Roads Administration, of the United States of the John C. Lodge Expressway as a Federal Aid highway project, and the said project will accordingly receive Federal Aid now available through the 1944 Federal Aid Act, and the Expressway project will be initiated under that Act; and

WHEREAS, the BOARD, under date of June 5, 1945, authorized the RAILROADS to proceed with certain plan work on the grade separations to be constructed where the proposed location of the John C. Lodge Expressway (Section 1) crosses the rights-of-way and tracks of the RAILROADS, south of Baltimore Avenue and east of Hamilton Avenue, in the City of Detroit, Wayne County, Michigan; and

WHEREAS, the separation of railroad and highway grades, at said proposed crossing of the Expressway with the rights-of-way and tracks of the RAILROADS, by means of an underpass with each railroad as a matter of public safety and convenience, has been approved by the Federal Works Agency, Public Roads Administration, as a project for construction through the partial use of funds to be expended under the provisions of "Federal-Aid Highway Act of 1944" and Public Law #521, 78th Congress (S-2105), approved December 20, 1944; and

WHEREAS, the construction of the said grade separation involving the railroad of THE NEW YORK CENTRAL RAILROAD COMPANY requires that a portion of the property of said Railroad Company, now leased, and used as a coal yard, be used for highway purposes; and

WHEREAS, the use of the property for highway purposes precludes the use of the coal yard office, and the entrance ramp from Hamilton Avenue; and

WHEREAS, when the new highway is constructed, the property of THE NEW YORK CENTRAL RAILROAD COMPANY situate between the new highway and Third Avenue will not be accessible from Hamilton Avenue or the Expressway; and such property is not sufficient in area to permit its continued use as a coal yard, even were a new entrance from Third Avenue to be constructed; and

WHEREAS, the continuance of said coal yard operations, at or near their present location on the property of THE NEW YORK CENTRAL RAILROAD COMPANY is of great importance to THE NEW YORK CENTRAL RAILROAD COMPANY, because of the freight revenue thus available to said Railroad Company; and

WHEREAS, it is therefore, necessary to compensate THE NEW YORK CENTRAL RAILROAD COMPANY for this loss of use of property and loss of access to property, and the resulting loss in revenue; and, to this end, it is proposed to construct a new vehicular bridge across Third Avenue to connect the properties of THE NEW YORK CENTRAL RAILROAD COMPANY situate on each side of Third Avenue, and to reconstruct said coal handling facilities, to enable the continued operation of a coal yard on properties of THE NEW YORK CENTRAL RAILROAD COMPANY, but situate in the area between Second Avenue and the Expressway, with access thereto from Second Avenue; and

WHEREAS, the parties hereto have reached an understanding with each other respecting said crossings and said grade separations at the Expressway, and the vehicular bridge across Third Avenue, together with certain changes in coal handling facilities, including the preparation and approval of plans and specifications, the construction of temporary works necessary to provide for the operation of the trains of the RAILROADS during the construction period, the construction of the permanent grade separation structures and approaches, the incidental work made necessary by such grade separation construction, all hereinafter from time to time referred to as the Project, and the maintenance, repair, replacement and renewal thereof, and the payment of the cost of the same; and desire to set forth their understanding in the form of a written agreement;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings of the parties hereto, it is agreed:

Section 1. That any and all financial obligations assumed by the Board, the HIGHWAY DEPARTMENT, or the CITY, individually or collectively, (except as to future maintenance, repair, replacement and renewal provided for in Sections 18 and 19 hereof) under this agreement are to be shared by the PUBLIC AUTHORITIES as outlined in said HIGHWAY DEPARTMENT-COUNTY-CITY agreement dated September 19, 1944.

Section 2. That, in accordance with the plans and the Supplemental Specifications and the sundry other specifications hereinafter mentioned, the PUBLIC AUTHORITIES may and will construct grade separations carrying the tracks of the GRAND TRUNK and the NEW YORK CENTRAL over the proposed Expressway at the proposed crossings at the location aforesaid, a vehicular bridge carrying private traffic over Third Avenue at the location aforesaid, a new coal yard office building and certain other coal handling facilities on property of THE NEW YORK CENTRAL RAILROAD COMPANY situate between Second Avenue and Third Avenue, all without compensation

to the RAILROADS other than that covered by this agreement; and, for the purpose of said construction, said PUBLIC AUTHORITIES' contractors may enter upon and occupy the property of each of the RAILROADS, provided that, immediately upon completion of said work such railroad property shall be restored to a condition deemed by the Chief Engineer of each respective railroad, or his authorized representative, to be suitable for railroad purposes.

Section 3. That each of the PUBLIC AUTHORITIES will, by proper action in a manner provided by law, adopt the lines shown upon the profiles, maps and plans, hereto attached as exhibits, as the profiles fixing the levels to which the Expressway approaches to the proposed grade separations shall be constructed and the minimum underclearance of the bridges required to carry the tracks of the RAILROADS over said Expressway for such grade separations.

Section 4. That the general plans of the project are shown on the following exhibits which are attached to and made a part of this agreement:

Exhibit A - General plan of NEW YORK CENTRAL and GRAND TRUNK grade separations;

Exhibit B - General plan of NEW YORK CENTRAL showing permanent track layout and temporary trestles;

Exhibit C - General plan of NEW YORK CENTRAL rearrangement and reconstruction of coal handling facilities, together with a general plan of the vehicular bridge over Third Avenue;

Exhibit D - General plan of GRAND TRUNK temporary and permanent track layouts and temporary trestles;

Exhibit E - Letter dated June 5, 1945 from the BOARD to the NEW YORK CENTRAL;

Exhibit F - Letter dated June 5, 1945 from the BOARD to the GRAND TRUNK;

Exhibit G - NEW YORK CENTRAL temporary track plan.

Section 5. That the NEW YORK CENTRAL will prepare and furnish all detailed plans and specifications for the temporary works necessary to take care of its railroad traffic during construction, for its changes in railroad facilities that are affected by the project, for its grade separation structure over the Expressway, for its vehicular bridge over Third Avenue, and for the necessary changes in said coal handling facilities made necessary by the Project; and, likewise, the GRAND TRUNK will prepare and furnish all detailed plans and specifications for the temporary works necessary to take care of its railroad traffic during construction, for its changes in railroad facilities that are affected by the Project, and for its grade separation structure over the Expressway; provided all such designs, plans and specifications from each railroad shall be subject to the approval of each of the PUBLIC AUTHORITIES insofar as their respective interests may appear, and shall receive the approval of the United States Federal Works Agency, Public Roads Administration, before the awarding of construction contracts therefor. Said work shall be designed, detailed and constructed in accordance with the specifications and standards of the HIGHWAY DEPARTMENT, except that the current American Railway Engineering Association Specifications shall govern the design of such portions of the works as carry railroad loading. The BOARD will reimburse each of the RAILROADS for the cost of the preparation of the aforesaid plans and specifications in accordance with letters of June 5, 1945, (copies attached as Exhibits E and F) addressed respectively to Mr. F. J. Jerome, Chief Engineer of the NEW YORK CENTRAL, and to Mr. Fred P. Sisson, Chief Engineer of the GRAND TRUNK.

Section 6. That the BOARD, as agent for the HIGHWAY DEPARTMENT, will prepare and furnish all designs, detailed plans and specifications for the Highway approaches, including drainage structures, where required. The designs, plans and specifications shall be subject to the approval of the RAILROADS, HIGHWAY DEPARTMENT and the CITY insofar as their respective interests may appear, and shall receive the approval of the United States Federal Works Agency, Public Roads Administration, before the awarding of construction contracts for such work. All of said work shall be designed, detailed and constructed in accordance with the current specifications and standards of the HIGHWAY DEPARTMENT.

Section 7. That, in order to provide for the continued operation of the railroad of the GRAND TRUNK during the construction of said grade separations, it is necessary to make arrangements for the use of land, situate adjacent to and southerly of its right-of-way and belonging to THE NEW YORK CENTRAL RAILROAD COMPANY, as a site for a portion of the temporary detour track shown by heavy dashed lines on said Exhibit D, during a portion of the period of construction, which, in turn, will necessitate THE NEW YORK CENTRAL RAILROAD COMPANY's terminating its lease of said land to Roosevelt Oil Company.

The NEW YORK CENTRAL RAILROAD COMPANY hereby agrees to terminate said lease, and to take appropriate steps to recover possession of its said land; and further agrees that, upon the vacation of said land by said tenant and those holding under it, the PUBLIC AUTHORITIES may construct and maintain a temporary trestle, together with the track thereon, shown by heavy dashed lines on said Exhibit D, on said land and extending across Hamilton Avenue, and the GRAND TRUNK, conditioned upon its indemnifying and saving harmless THE NEW YORK CENTRAL RAILROAD COMPANY, as the owner of said land, against and from any and all

liability for injury to or death of persons, and loss of or damage to property, arising out of such use, may use said track as a temporary detour track so long as such use is necessary during said construction period.

The PUBLIC AUTHORITIES hereby agree that, upon the cessation of the use of said temporary detour track by the GRAND TRUNK, they (the PUBLIC AUTHORITIES), at their own cost and expense, shall remove said temporary detour track and its supporting trestle, and restore the lands and premises of THE NEW YORK CENTRAL RAILROAD COMPANY to a condition deemed by its Chief Engineer to be satisfactory for railroad use.

Section 8. That the HIGHWAY DEPARTMENT, on behalf of the PUBLIC AUTHORITIES, will undertake and perform, through contractors, the construction work of said project, including the new grade separation structures over the Expressway, the new vehicular bridge over Third Avenue, the changes in coal handling facilities, the construction, maintenance and removal of necessary temporary tracks, the construction of necessary final permanent tracks, the construction, maintenance and removal of each of the RAILROADS' temporary trestles, the construction of highway approaches, the construction of drainage facilities where required, all work incidental to any of the foregoing occasioned by the Project, excepting work to be done and materials furnished by each of the RAILROADS as covered by Section 11 hereof, provided, however, that each of the RAILROADS shall reimburse the HIGHWAY DEPARTMENT for the normal maintenance cost of the tracks in their permanent location within the limits as shown on Exhibits B and D.

Section 9. That the HIGHWAY DEPARTMENT will advertise the construction work in accordance with its regulations, considering bids therefor only from contractors prequalified by it for such work and approved by the

Chief Engineers of the RAILROADS, will award the contracts therefor as will, through its agent the BOARD, exercise complete supervision and control over such construction. Each railroad may, at the expense of the PUBLIC AUTHORITIES to be reimbursed it by the BOARD, place on the work a competent engineer together with the necessary assistants who shall assist the field representative of the BOARD to the fullest extent in order to coordinate the work and obtain the greatest progress with the minimum of delay and interference in carrying out the general grade separation project, and said engineers of each railroad shall have the right to inspect the erection and construction of all steel work, masonry and other parts of the structure located upon or extending across the right-of-way of the railroad, the construction, maintenance and removal of all temporary and permanent tracks and temporary trestles of the railroad. Said engineer of THE NEW YORK CENTRAL RAILROAD COMPANY shall have the right to inspect the erection and construction of the vehicular bridge over Third Avenue and the reconstruction of the coal handling facilities. Said engineer of each railroad shall have the right to reject any work which is not executed pursuant to the aforesaid plans and specifications.

Section 10. That the HIGHWAY DEPARTMENT, through its agent, the BOARD, shall require its contractor or contractors to comply with the Supplemental Specifications (Special Provisions) approved by the RAILROADS and the PUBLIC AUTHORITIES, attached hereto and made a part hereof, and to bear all costs of protecting railroad traffic made necessary or occasioned by his operations, as set forth in said Supplemental Specifications (Special Provisions). Each of the RAILROADS agrees to furnish, at the sole expense of the contractor, such switch tenders, flagmen, telegraph operators, pilots, watchmen or other protective services or devices as, in the opinion of its Chief Engineer, are required to

insure safety and continuity of its railroad traffic during the contractor's operations. The HIGHWAY DEPARTMENT shall, by appropriate contract provisions, require the contractor or contractors to reimburse each respective railroad for such services and devices promptly on receipt of bills, and agrees to withhold final payment to its contractor or contractors until each respective railroad has notified the HIGHWAY DEPARTMENT that all such bills have been settled. It is further expressly understood that no provision of this paragraph, or approval by either of the RAILROADS as to construction operations, shall relieve the contractor or contractors of any responsibility or liability under this agreement.

Section 11. That each of the RAILROADS will, on a force account basis, using its own forces, make all necessary temporary and permanent changes in its telegraph and signal lines. Each of the RAILROADS, at its option, will, by itself or through commercial testing facilities, perform the mill and shop inspection incident to the fabrication of steel work for its said grade separation structure, and said vehicular bridge over Third Avenue. In connection with the force account work to be done by each of the RAILROADS, that railroad will carry insurance similar in character and amounts to that which is to be carried by contractors in accordance with Section 16 of this agreement.

Each of the RAILROADS will acquire and furnish the necessary material for construction and maintenance of its temporary tracks, for construction and alteration of its permanent tracks, and for changes in its telegraph and signal lines.

Each of the RAILROADS will keep an accurate detailed account of the cost and expense incurred by it in the furnishing of necessary materials and in the performance of the work which it herein agrees to

undertake and perform, including the procurement of the aforementioned insurance. Said account shall be accessible for review and auditing by the HIGHWAY DEPARTMENT and by the Public Roads Administration. The HIGHWAY DEPARTMENT will reimburse each railroad the cost and expense so incurred by it, monthly, keeping a ten per cent (10%) reserve on all current bills. Final payment will be made to each railroad after said Public Roads Administration has made its final audit. Reimbursement for all track materials and labor furnished in accordance with the provisions of this paragraph shall be made pursuant to the provisions and subsequent amendments of General Administrative Memorandum #299 dated May 1, 1946, of the Public Roads Administration. The HIGHWAY DEPARTMENT will pay only such amounts as are eligible for reimbursement and in accordance with the aforesaid regulations of the Public Roads Administration.

Section 12. That it is expressly understood and agreed that the Project herein contemplated is to be financed partially from funds appropriated by the Federal Government and expended under Federal laws and regulations, which laws and regulations are hereby incorporated in and made a part of this agreement; and that, in the event delays or difficulties occur in securing necessary Federal approval, or acquiring necessary rights-of-way, or settling damage claims which, in the opinion of the PUBLIC AUTHORITIES, render it impracticable to proceed with the construction of the Project, and such event occurs before the commencement of work hereunder, the PUBLIC AUTHORITIES may serve written notice thereof upon the RAILROADS and this agreement shall thereupon terminate forthwith.

Section 13. That in consideration of the construction and completion of the Project herein provided for, pursuant to all of the terms and conditions of this agreement, and the full, prompt and faithful

performance thereafter by the PUBLIC AUTHORITIES of all the terms and conditions hereof, the respective RAILROADS hereby grant to the State of Michigan for so long as the PUBLIC AUTHORITIES are not in default in the performance of all the terms and conditions of this agreement, and easement for highway purposes for said Expressway under its respective tracks and across its right-of-way, one hundred twenty-two (122) feet wide, and as much wider as may be necessary to accommodate the grade separation structures, together with easements for the construction and maintenance of slopes and drainage facilities for so long as same may be required in connection with said Expressway. It is expressly understood that neither of the Railroads shall have access from its abutting property to said Expressway within the area affected during the continuance of this easement.

Section 14. That the PUBLIC AUTHORITIES will, at no expense to the RAILROADS, secure the necessary right-of-way, and hereby do assume the payment of all abuttal damages, if any there be, to property, business or persons other than the property of the RAILROADS, arising in any way from the said Project, and all costs, expenses, charges or liability in any proceedings which may be instituted in effecting such Project, or which may be instituted to prevent the performance of this agreement. It is understood that the performance of this agreement on the part of each of the RAILROADS shall release and discharge it from any and all assessments of every nature and description arising from the performance of this agreement, including assessments for grade separation benefits, and any and all charges, damages or liability, other than such as are specifically assumed by the RAILROADS under this agreement, and be accepted as full discharge of all obligations of each of the RAILROADS, present or future, arising out of this agreement and the

performance thereof.

The PUBLIC AUTHORITIES hereby assume to themselves, and hereby agree to pay and assume and indemnify and save harmless each of the RAILROADS from and against all the aforesaid assessments, including assessments for grade separation benefits, damages, costs and expenses, other than such as are specifically assumed by the RAILROADS under this agreement, without charge, recourse to or recharge over against either of the RAILROADS; and each of the RAILROADS hereby waives any and all claim for damages to itself or to any abutting property owned or controlled by it within the extent of the Project by reason of the construction of the Project or the limiting of access to the Expressway. The New York Central agrees to indemnify and save harmless the PUBLIC AUTHORITIES from claims for such damages made by the occupants of the coal yard property.

Section 15. That, in the event of accidents occasioning loss of or damage to property, or injury to or death of persons, including the property and employees of any of the parties hereto, arising out of or during the course of or resulting from, the performance of this contract, either happening on the rights-of-way of the RAILROADS or on said EXPRESSWAY or elsewhere, any and all payments of damages on account thereof, for which any of the parties hereto shall be or become liable, or shall suffer damage, shall be considered a part of the cost of the Project, and, if in the first instance, such damage shall be recovered against the RAILROADS or either of them in a court of competent jurisdiction or assumed by the RAILROADS or either of them with the consent of the other parties to this agreement, it shall be reimbursed to the RAILROADS or either of them by the HIGHWAY DEPARTMENT

within sixty (60) days from the rendition of proper bills therefor; provided, however, that to the extent that any such loss, damage or liability shall be borne by contractors, or caused by the sole negligence of the RAILROADS or either of them, it shall not be charged to the Project, nor be reimbursed by the HIGHWAY DEPARTMENT.

Section 16. That, in connection with this Project, the HIGHWAY DEPARTMENT will require its contractor or contractors engaged in such construction to carry insurance in the types, amounts and forms, and with insurers, acceptable to each of the RAILROADS, and to each of the PUBLIC AUTHORITIES, as set forth in the Supplemental Specifications (Special Provisions) attached hereto and made a part hereof.

Section 17. That, if, at any time, without fault of the parties hereto, the work which is hereunder agreed to be done by the PUBLIC AUTHORITIES shall cease and not be resumed within sixty (60) days, the parties hereto, unless then otherwise agreed, will agree upon and perform such work as is reasonably necessary to place the highway and the right-of-way and tracks of each of the RAILROADS in satisfactory permanent operating condition, and the PUBLIC AUTHORITIES will assume and pay the cost thereof, provided that the aforesaid sixty-day limitation shall not apply to the temporary suspension of work under order of any Governmental agency or court having jurisdiction, in which event the work shall be resumed and completed, as soon as may be, in accordance with the terms of this agreement.

Section 18. That, when the work of construction of said Project has been completed, each of the RAILROADS, at its own cost and expense, will maintain, repair, replace and renew, or cause the same to be done, as and when the circumstances may require, its respective tracks and the supporting embankment, and each railroad, at its own cost and

expense, will repair, or replace, or cause to be repaired or replaced, any portion of the grade separation structure carrying railroad traffic over the Expressway, the roadway surfacing, the roadway slopes and the drainage facilities which may be damaged or destroyed by accident, or otherwise, resulting from its railroad traffic. The HIGHWAY DEPARTMENT, at its own cost and expense, will maintain, repair, replace and renew, or cause the same to be done, as and when the circumstances may require, the grade separation structures carrying railroad traffic over the Expressway, the roadway surfacing, the roadway slopes and the drainage facilities, and also, at its own cost and expense, will repair or replace, or cause to be repaired or replaced, any portions of the said grade separation structures which may be damaged or destroyed by accident, or otherwise, resulting from highway traffic; and, to this end, the HIGHWAY DEPARTMENT, as and when requested from time to time by the Chief Engineer of the railroad involved, shall make, or cause to be made, such repairs, replacements and renewals to the grade separation structure involved as, in the judgment of said Chief Engineer, are necessary to the safe operation of the locomotives, trains and cars of the railroad involved over and upon said structure. In the event that the HIGHWAY DEPARTMENT shall fail or refuse for a period of twenty (20) days from the date of service upon it by the Chief Engineer of the railroad involved, of any notice to repair, replace or renew said grade separation structure, or any part or parts thereof, to proceed with or to arrange for the making of such repairs, replacements or renewals, and to prosecute, or cause the prosecution of, said work diligently to completion, the railroad involved, in addition to all other remedies, and, at its option, may make such repairs, replacements or renewals to said grade separation structure, at the cost and expense of the HIGHWAY DEPARTMENT, which cost and expense, the HIGHWAY DEPARTMENT

hereby agree to pay to the railroad involved within thirty (30) days from the date of rendition of bills therefor. Notwithstanding anything herein to the contrary contained, the CITY, pursuant to the provisions of law, shall reimburse the HIGHWAY DEPARTMENT the CITY'S share of the cost and expense incurred by the HIGHWAY DEPARTMENT under this Section 18.

Section 19. That, when the work of construction of said Project has been completed, the NEW YORK CENTRAL, at its own cost and expense, will maintain, repair, replace and renew, or cause the same to be done, as and when the circumstances may require, the vehicular bridge carrying private vehicular traffic over Third Avenue. However, the CITY, at its own cost and expense, will repair or replace, or cause the same to be done, any portions of the vehicular bridge which may be damaged or destroyed by accident, or otherwise, resulting from Third Avenue highway traffic.

Section 20. That it is specifically understood and agreed that this agreement shall become and be binding upon the parties hereto, their successors and assigns, when, but not until, the Michigan Public Service Commission has entered an order authorizing, permitting and approving the foregoing Project, and the Federal Works Agency, Public Roads Administration, has approved the Project plans, and the State Administrative Board of the State of Michigan has, by resolution, approved this project and authorized the State Highway Commissioner to proceed therewith.

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

Reviewed:

HOMER R. WARREN
Controller
9/9/46

Board of County Road Comm'rs.,
Wayne County, Michigan
APPROVED as to form

A.A. CAMPBELL Attorney
H.A. SHUPTRINE Engineer
V.A. NAETTEL Secretary
LEROY C. SMITH Co. Hwy. Eng.

APPROVED AS TO FORM

WILLIAM E. DOWLING
Corporation Counsel

APPROVED:

E. A. DOUGHERTY
Chief Engineer

J. J. DANHOF
General Counsel

G. L. Vreessingham
V.P. & O. M.

J. L. McKEE
Vice President

MICHIGAN STATE HIGHWAY DEPARTMENT

By CHARLES M. ZIEGLER
State Highway Commissioner of the
State of Michigan

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF WAYNE, MICHIGAN

By PRESCOTT G. BROWN
Chairman
By G. L. WILSON
Vice-Chairman
By MICHAEL J. O'BRIEN
Commissioner

CITY OF DETROIT

By EDWARD J. JEFFRIES
Mayor

By THOMAS D. LEADBETTER
City Clerk

THE MICHIGAN CENTRAL RAILROAD COMPANY

By R. E. DOUGHERTY
Vice-President

Attest: E. H. SHIFFER
Assistant Secretary

THE NEW YORK CENTRAL RAILROAD COMPANY,
acting in its own right and as Lessee
of the Michigan Central Railroad

By R. E. DOUGHERTY
Vice-President

Attest: E. H. SHIFFER
Assistant Secretary

GRAND TRUNK WESTERN RAILROAD COMPANY

By N. D. WALTON
Vice President

Attest: V. H. DINGMAN
Secretary

LWN/ms
5-16-46 Vice-President & General Manager

SUPPLEMENTAL SPECIFICATIONS

SPECIAL PROVISIONS

The Bidder, if awarded the contract for this Project, agrees:

1. To cooperate with public utility, railroad or other organizations having occasion to do work on and in connection with the Project.
2. To conduct his work in such a manner that the construction of the Project, including railroad grade separations, the vehicular bridge over Third Avenue and all incidental and related work, shall be executed without damage, and, insofar as is possible, without delay to the trains of the RAILROADS; and to observe such restrictions and regulations as the Chief Engineer of each of the RAILROADS or his representative on the ground may impose to insure the safety and dispatch of persons and property of, or in care of, the railroad company involved and for the safe and expeditious operation of its trains.
3. To avoid unnecessary use of railroad property without written permission of the railroad company involved and to leave roadbed and property in a condition acceptable to the Chief Engineer of the railroad company involved.
4. To carry the following insurance, in a form, and with an insurer, or insurers, acceptable to the MICHIGAN STATE HIGHWAY DEPARTMENT, the CITY OF DETROIT, the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN, THE NEW YORK CENTRAL RAILROAD COMPANY and the GRAND TRUNK WESTERN RAILROAD COMPANY:
 - (a) WORKMEN'S COMPENSATION INSURANCE.
 - (b) CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE.

The Contractor shall furnish to the HIGHWAY DEPARTMENT and each of the RAILROADS copies of policies as evidence that, with respect to the operations he performs, he carries Standard Contractor's Public Liability Insurance providing

for a limit of not less than Fifty Thousand (\$50,000.00) Dollars for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of Four Hundred Thousand (\$400,000.00) Dollars for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and Standard Contractor's Property Damage Liability Insurance providing for a limit of not less than Fifty Thousand (\$50,000.00) Dollars for all damages arising out of injury to, or destruction of, property in any one accident, and, subject to that limit per accident, an aggregate limit of One Hundred Thousand (\$100,000.00) Dollars for all damages arising out of injury to, or destruction of, property during the policy period. If any part of the work is sublet, a similar insurance with like amounts of coverage shall be provided by or in behalf of the subcontractors to cover their operations.

- (c) PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE, in behalf of THE MICHIGAN CENTRAL RAILROAD COMPANY, THE NEW YORK CENTRAL RAILROAD COMPANY, GRAND TRUNK WESTERN RAILROAD COMPANY, the MICHIGAN STATE HIGHWAY DEPARTMENT, the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN, and the CITY OF DETROIT, MICHIGAN.

In addition to the insurance required by subdivisions (a) and (b), he shall furnish to the HIGHWAY DEPARTMENT and each of the RAILROADS copies of policies as evidence that, with respect to the operations he or any of his subcontractors perform, he has provided for and in behalf of the RAILROADS, the HIGHWAY DEPARTMENT, the BOARD, and the CITY, as their interests may appear, Standard Protective Public Liability Insurance providing for a limit of not less than

Fifty Thousand (\$50,000.00) Dollars for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of Four Hundred Thousand (\$400,000.00) Dollars for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and Standard Protective's Property Damage Liability Insurance providing for a limit of not less than Fifty Thousand (\$50,000.00) Dollars for all damages arising out of injury to or destruction of property in any one accident, and, subject to that limit per accident, an aggregate limit of One Hundred Thousand (\$100,000.00) Dollars for all damages arising out of injury to or destruction of property during the policy period.

(d) GENERAL.

The insurance hereinbefore specified shall be with an acceptable insurance company authorized to do business in the State of Michigan and shall be taken out before work is commenced and kept in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the HIGHWAY DEPARTMENT. The cost of the insurance hereinbefore specified will not be a specific bid item but it is agreed that the cost of such insurance will be covered in the various unit prices bid.

5. To pay to each of the RAILROADS the cost of flagmen, switchtenders, operators, watchmen, conductors or pilots and other protective services and devices furnished by it and made necessary, in the judgment of the Chief Engineer of the railroad involved or his

representative on the ground, because of any of the Contractor's operations, over, under, or adjacent to tracks within clearance limits of eight (8) feet from a rail over which trains are operating, all as more particularly set forth in the following paragraphs:

- (a) Such protection will be required when men or equipment are working within the above clearance limits or when work is being performed adjacent to operating tracks which may present hazards to tracks or train operations, or when equipment is used which does or may infringe on such clearance limits. The Contractor will not be permitted to operate any of his own equipment on railroad tracks except under proper arrangement with the railroad company involved. Such equipment and the operation of such equipment, or equipment rented from either railroad company, shall be arranged for by the Contractor with the railroad company involved and the cost for its use, including protection of railroad traffic, shall be borne by the Contractor.
- (b) The Contractor shall notify the Chief Engineer or District Engineer of the railroad company involved forty-eight (48) hours in advance of starting any work which might require protection, and failure to do so shall make him liable for such protection costs, or because for stopping work until protection is provided.
- (c) All such protection costs shall be provided for by the Contractor in the several unit prices bid, and railroad bills for such protection costs shall be paid promptly. Before final payment is made to the Contractor, he shall submit

satisfactory evidence that he has paid each of the RAILROADS for protection services and devices furnished.

- (4) Protection costs will be charged the Contractor by the RAILROADS on the basis of the rates required to be paid by the railroad involved, pursuant to the agreements between such railroad and its employees. Such costs shall include actual cost of wages paid, including unemployment, retirement and other payroll taxes, and other standard and legal costs incidental thereto.

The Contractor shall consult with the proper operating and engineering representatives of each of the RAILROADS to determine the type and costs of protection required to insure safety and continuity of its railroad traffic incident to the particular methods and equipment to be used for the work, and shall satisfy himself as to the provisions of the several agreements between each of the RAILROADS and its employees, insofar as these may affect the cost of protection.

Unless some unusual methods of construction are adopted, protection of railroad traffic should be limited to the following:

- (1) Conductor service to protect men and equipment working within prescribed clearances or above tracks; moving construction plant, equipment or materials across tracks; requiring workmen to cross continuously back and forth across tracks in performance of their work.
- (2) Switchtenders and/or operators as required for temporary railroad operation.

(3) Providing space for conductor's use, including the installation of dispatcher's telephone.

(4) Installation and maintenance of slow boards and lamps.

6. To pay the railroad or owning company for any changes in railroad property or facilities, or wire and pipe lines (other than shown on the plans for the Project) made by the railroad or owning company at the request of the Contractor for his convenience.

Approved for the MICHIGAN STATE HIGHWAY DEPARTMENT, the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN, THE NEW YORK CENTRAL RAILROAD COMPANY and THE MICHIGAN CENTRAL RAILROAD COMPANY and the GRAND TRUNK WESTERN RAILROAD COMPANY as to substance and engineering:

MICHIGAN STATE HIGHWAY DEPARTMENT

By G. M. FOSTER
Its Bridge Engineer

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF WAYNE, MICHIGAN

By H. A. SHUPTRINE
Its Engineer of Bridges & Structures

THE NEW YORK CENTRAL RAILROAD COMPANY
and
THE MICHIGAN CENTRAL RAILROAD COMPANY

By E. A. DOUGHERTY
Its Chief Engineer

GRAND TRUNK WESTERN RAILROAD COMPANY

By H. W. FLEMING
Its Chief Engineer

FRED COTT G. BROWN, CHAIRMAN
DETROIT
CHARLES L. WILSON, VICE-CHAIRMAN
DETROIT
MICHAEL J. O'BRIEN, COMMISSIONER
GROSSE POINTE FARMS
SYLVESTER A. NOETZEL, SECRETARY

Board of
County Road Commissioners
Wayne County

LEROY C. SMITH
COUNTY HIGHWAY ENGINEER
JOHN K. NORTON
ENGINEER OF HIGHWAYS
HARRY A. SHUPTRINE
ENGINEER OF BRIDGES & STRUCTURES
JOHN C. JACOBY
DIRECTOR OF LAND & LEGAL DIVISION

Job No. 568 - Grand Trunk, New York Central
Railroad grade separation with the John C.
Lodge Expressway

RANDOLPH 7670
3800 BARLUM TOWER
Detroit 26, Mich.
June 5, 1945

Mr. F. J. Jerome
Chief Engineer
New York Central System
LaSalle Street Station
Chicago 5, Illinois

Dear Sir:

At the meeting held at this office on May 22nd, the Grand Trunk Western Railroad was represented by Mr. Laird, the New York Central System by Mr. A. P. Button and Mr. J. E. Bebb, and this Board by Messrs. Shuptrine, Mead and Millard.

We pointed out that the alignment, grades and general details of the John C. Lodge Expressway at and adjacent to this crossing are now established with sufficient definiteness and assurance against change to permit detail plans to be proceeded with for the grade separation bridge, railroad falsework, and related work, and that we have funds available for such planning and are properly authorized to proceed therewith.

We feel that maximum progress on these detail plans can best be attained if they be prepared by each railroad for the work involved on that railroad, and accordingly we are requesting your consideration of such a proposal on the following basis:

1. Each railroad shall make necessary track surveys and prepare a preliminary general plan or plans showing construction and changes in railroad facilities for our approval before detail plans are undertaken. Each railroad shall prepare the necessary detail plans for the construction proposed, prepare necessary plans for such temporary work as is required to take care of railroad traffic during construction, and prepare necessary plans for changes in railroad facilities that are affected by the project. The railroads shall also prepare such special specifications on instructions to bidders as are applicable.

2. Current A.R.E.A. specifications shall govern in the design of such portions of the work as carry a railroad loading.

3. Each railroad shall endeavor to complete all necessary plans by January 1, 1946.

4. The Board of Road Commissioners of Wayne County will reimburse each railroad the cost to that railroad for surveys and the preparation of the aforesaid plans including as a part of such cost the surcharges and overhead percentages specified in the General Managers' Association of Chicago Rules Covering Preparation of Joint Facility Bills, dated January 1, 1938, and subsequent amendments thereto. Billings for such work shall be submitted not

June 5, 1945

Board of Wayne County Road Commissioners

oftener than once a month and shall be of sufficient detail for checking by Public Roads Administration auditors and accounts shall be available for review.

5. This arrangement shall in no way affect the rights of any party in arriving at the terms of a grade separation agreement to be negotiated at a later date.

Two copies of this letter are accordingly submitted to you herewith. If the arrangement meets with your approval, please sign one copy in approval and acceptance hereof and return for our files.

Very truly yours,

BOARD OF WAYNE COUNTY ROAD COMMISSIONERS

By Prescott G. Brown
Chairman

By Charles L. Wilson
Vice-Chairman

By Michael J.'Brien
Commissioner

HAS:JHS

cc: Mr. J. E. Bebb
cc: Mr. A. P. Button
cc - Footer

Approved and Accepted A.P.B. F. J. Jerome, Chief Engineer
For New York Central System

P.S. We are preparing a study to determine whether the face of abutments and piers should follow the road curve (1 degree) or whether they should be constructed on chords. You will be advised which method to follow as soon as our decision is made.

PRESCOTT G. BROWN, CHAIRMAN
DETROIT
CHARLES L. WILSON, VICE-CHAIRMAN
DETROIT
MICHAEL J. O'BRIEN, COMMISSIONER
GROSSE POINTE FARMS
SYLVESTER A. NOETZEL, SECRETARY

Board of
County Road Commissioners
Wayne County

LEROY C. SMITH
COUNTY HIGHWAY ENGINEER
JOHN K. NORTON
ENGINEER OF HIGHWAYS
HARRY A. SHUPTRINE
ENGINEER OF BRIDGES & STRUCTURES
JOHN C. JACOBY
DIRECTOR OF LAND & LEGAL DIVISION

Job No. 568 - Grand Trunk, New York Central
Railroad grade separation with John C. Lodge
Expressway

RANDOLPH 7670
3800 BARLUM TOWER
Detroit 26, Mich.

June 5, 1945

Mr. F. P. Sisson
Chief Engineer
Grand Trunk Western Railway Company
141 East Jefferson Avenue
Detroit 26, Michigan

Dear Sir:

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June 5, 1945

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Very truly yours,

BOARD OF WAYNE COUNTY ROAD COMMISSIONERS

By Perrett S. Brown
Chairman

By Charles L. Wilson
Vice-Chairman

By Michael J.'Brien
Commissioner

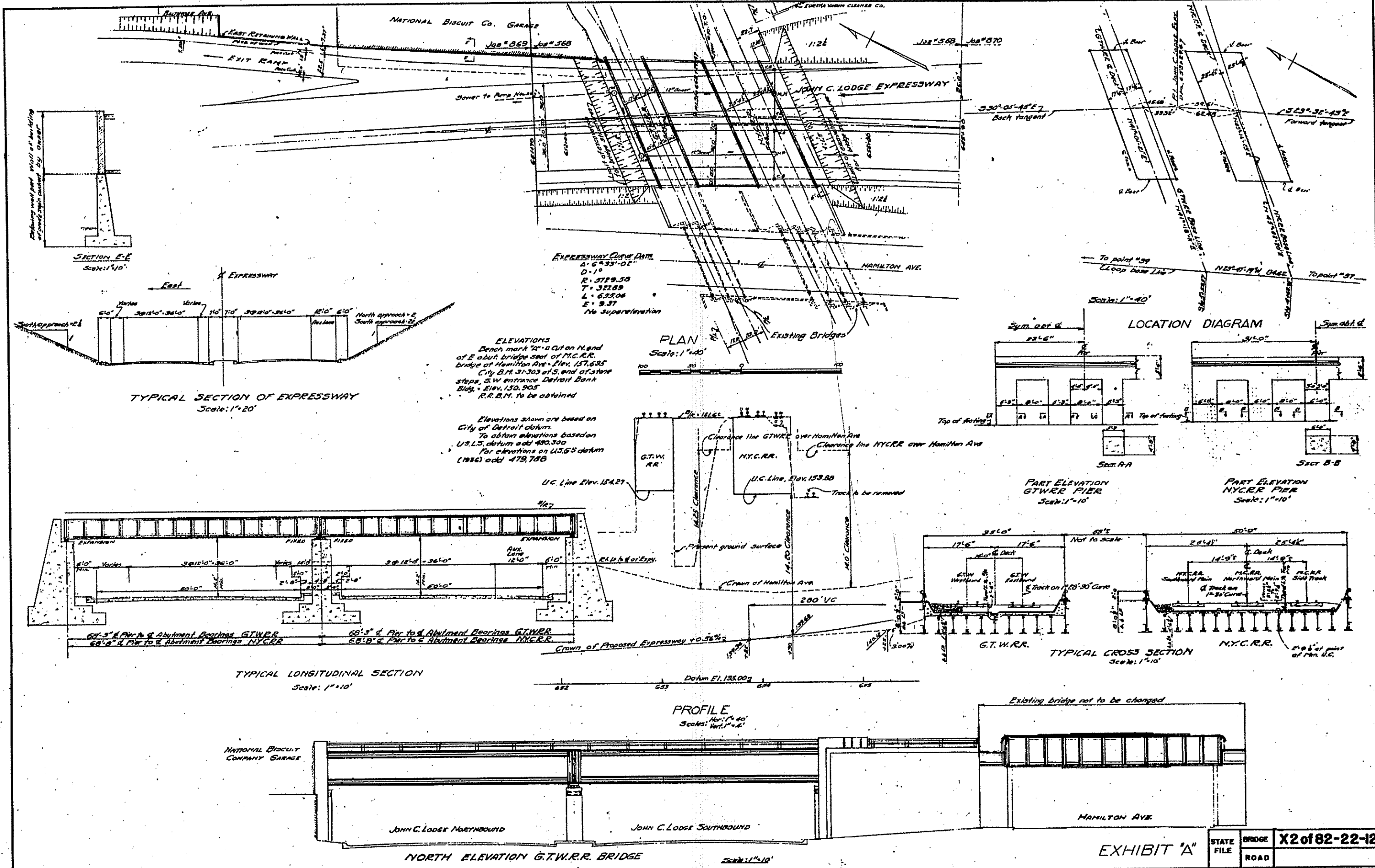
HAS:JHS

Approved and Accepted

F. P. Sisson
Chief Engineer, Grand Trunk Western Railroad

P.S. We are preparing a study to determine whether the face of abutments and piers should follow the road curve (1 degree) or whether they should be constructed on chords. You will be advised which method to follow as soon as our decision is made.

CC - Foster



EXPRESSWAY CURVE DATA
 Δ: 6°53'-02"
 D: 10'
 R: 5729.53
 T: 321.89
 L: 633.06
 E: 9.37
 No superelevation

ELEVATIONS
 Bench mark "A" a cut on N. end of E. abut. bridge seat of M.C.R.R. bridge at Hamilton Ave. Elev. 157.635
 City B.M. 31-303 at S. end of stone steps, S.W. entrance Detroit Bank Bldg. Elev. 150.905
 R.R. B.M. to be obtained

Elevations shown are based on City of Detroit datum.
 To obtain elevations based on U.S.L.S. datum add 480.300
 For elevations on U.S.G.S. datum (1936) add 479.788

U.C. Line Elev. 154.27

U.C. Line Elev. 153.88

68'-5" E. Pier to E. Abutment Bearings G.T.W.R.R.
 68'-8" E. Pier to E. Abutment Bearings NYCRR

PROFILE
 Hor. 1"=40'
 Scale: Vert. 1"=4'

NATIONAL BISCUIT COMPANY GARAGE

JOHN C. LODGE NORTHBOUND

JOHN C. LODGE SOUTHBOUND

HAMILTON AVE

NORTH ELEVATION G.T.W.R.R. BRIDGE

Scale: 1"=10'

EXHIBIT "A"

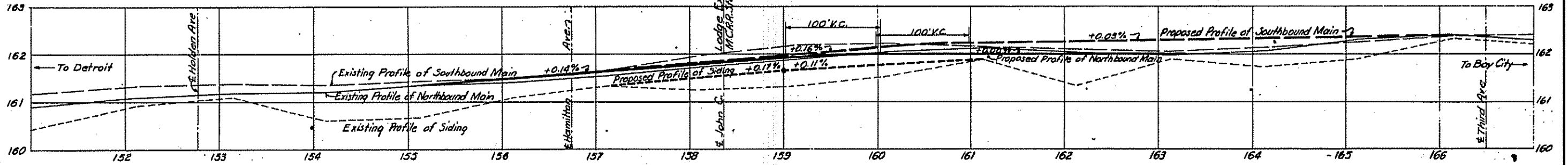
STATE FILE	BRIDGE ROAD	X2 of 82-22-12
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REVISIONS	DRAWN BY E.J.S.	CHECKED BY M.K.	DATE	APPROVED [Signature]
	CORRECT			ENGINEER OF BRIDGES AND STRUCTURES
				APPROVED [Signature]
				COUNTY HIGHWAY ENGINEER

WAYNE COUNTY ROAD COMMISSIONERS
 BOARD OF
 DETROIT, MICHIGAN
 MICHAEL J. O'BRIEN
 PRESCOTT G. BROWN
 CHARLES L. WILSON

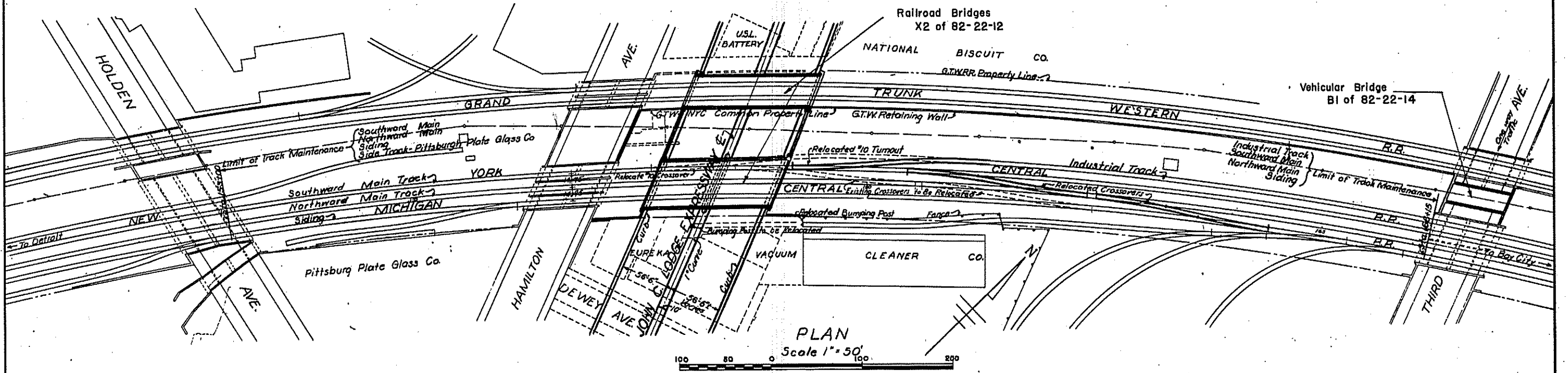
**JOHN C. LODGE EXPRESSWAY
 NYCRR & GTWRR GRADE SEPARATION
 GENERAL DRAWING**

STATE PROJECT 82-127	COUNTY JOB 568
ISSUE NO. 1	SHEET NO. EXA
DATE: 5-21-66	



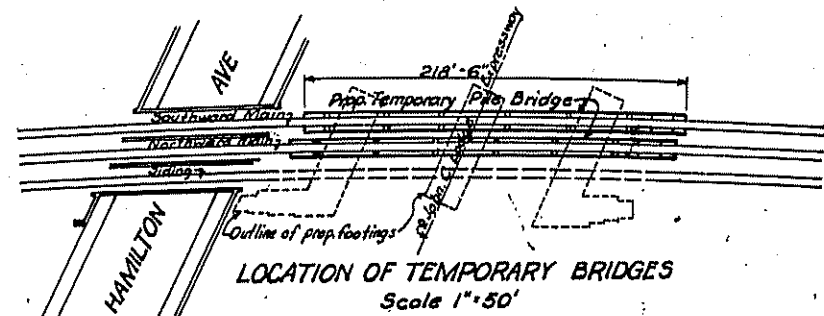
PROFILE OF M.C.R.R. & N.Y.C.R.R. TRACKS

Scale: Vert. 1"=1'
Hor. 1"=50'



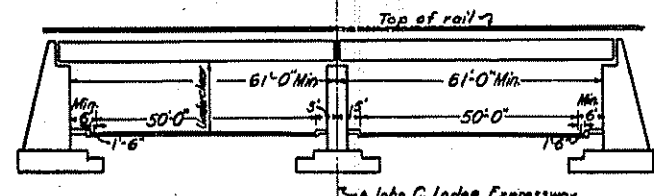
PLAN

Scale 1"=50'



LOCATION OF TEMPORARY BRIDGES

Scale 1"=50'



SECTION NORMAL TO EXPRESSWAY

Scale: 1"=20'

CORRECT *A. H. Whitehead*
DESIGNING ENGINEER
APPROVED *B. A. Doughty*
CHIEF ENGINEER
DRAWN - G.R.S. | TRACED - G.R.S. | CHECKED - F.R.H.
REVISIONS
3-11-46 G.R.S. Changes in accordance with Letter 3-5-46
4-17-46 G.R.S. Note added: Limit of Track Maint.
5-18-46 G.R.S. Signed Correct, Approved

N.Y.C. SYSTEM OFFICE OF CHIEF ENGINEER CHICAGO, ILL.		
BRIDGE NO.	- BAY CITY BRANCH - STA. 158+36	
GRADE SEPARATION		
JOHN C. LODGE EXPRESSWAY		
DETROIT, MICH.		
PERMANENT TRACK PLAN		
M.O. DISTRICT	N.Y.C.R.R. BAY CITY BRANCH	PLAN NO. 3483
SCALE AS SHOWN	FEB. 21, 1946 VAL. SEC. 37-5	FILE NO. 120-47
STATE FILE	BRIDGE	X2 of 82-22-12
		B1 of 82-22-14

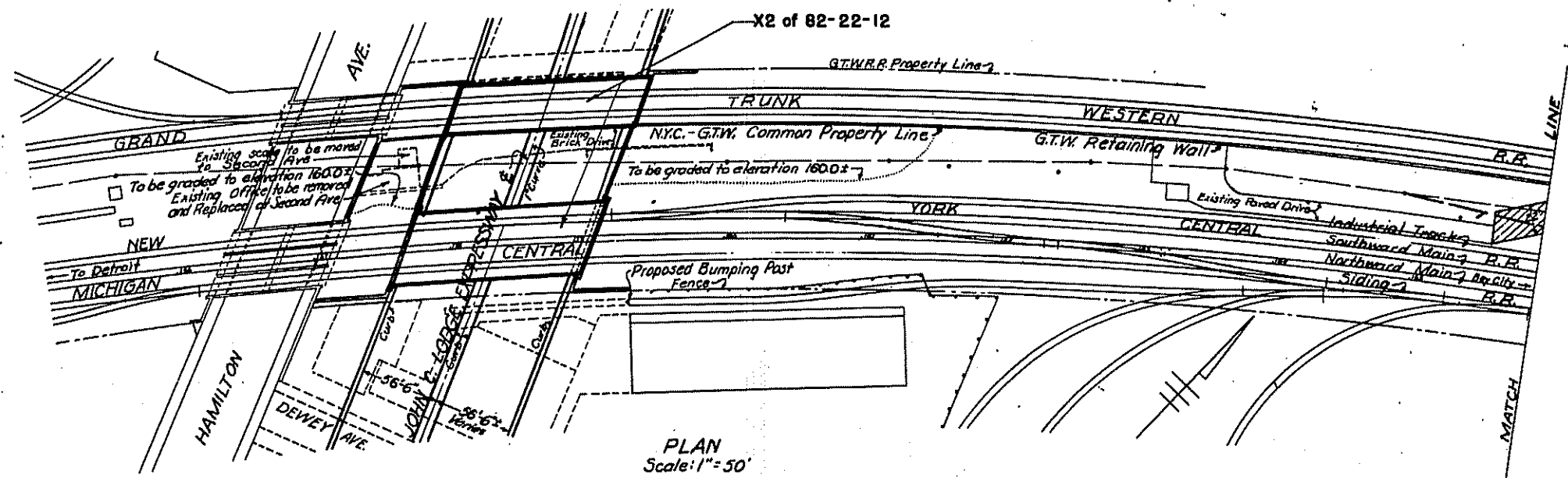
EXHIBIT B

REVISIONS	DRAWN BY	CHECKED BY	DATE	APPROVED
				<i>[Signature]</i>
				<i>[Signature]</i>

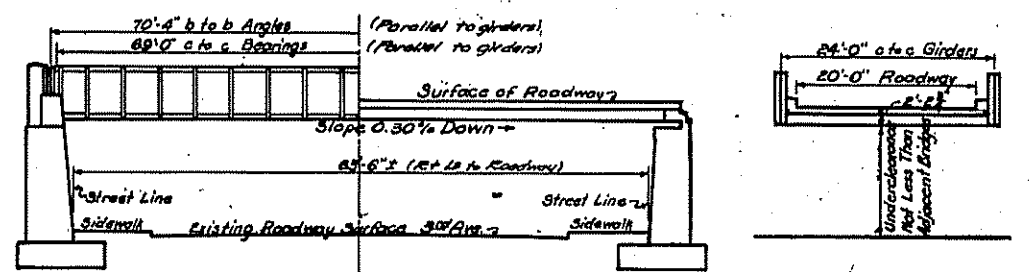
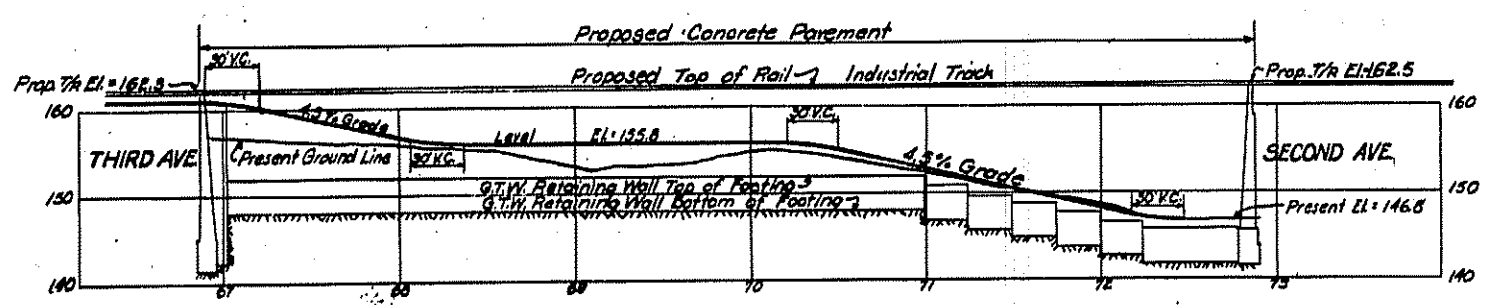
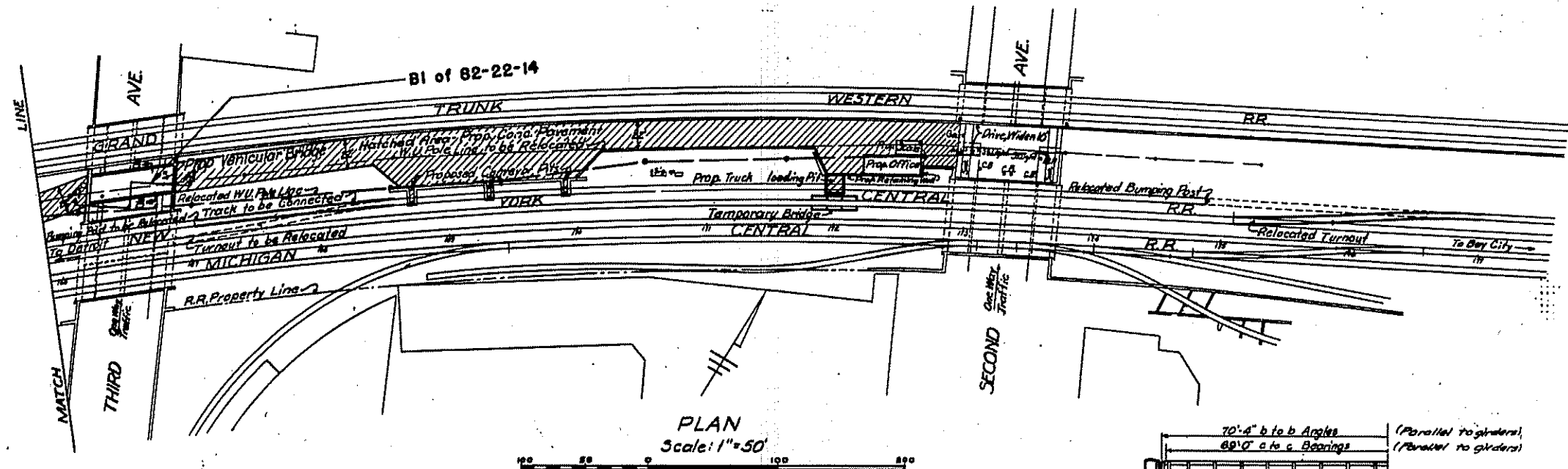
BOARD OF
WAYNE COUNTY ROAD COMMISSIONERS
DETROIT, MICHIGAN

MICHAEL J. O'BRIEN
PRESCOTT G. BROWN
CHARLES L. WILSON

STATE PROJECT	COUNTY JOB
82-127	566
ISSUE NO. 1	SHEET NO.
DATE: 5-21-46	EX. B



Check grading Elev 160
" elevations on ramp
" bridge spans



SECTION AA PROP. VEHICULAR BRIDGE
Scale 1" = 10'

SECTION B-B
Scale 1" = 10'

CORRECT *F. J. Whitcomb*
DESIGNING ENGINEER
APPROVED *E. B. Dougherty*
SUPERVISOR

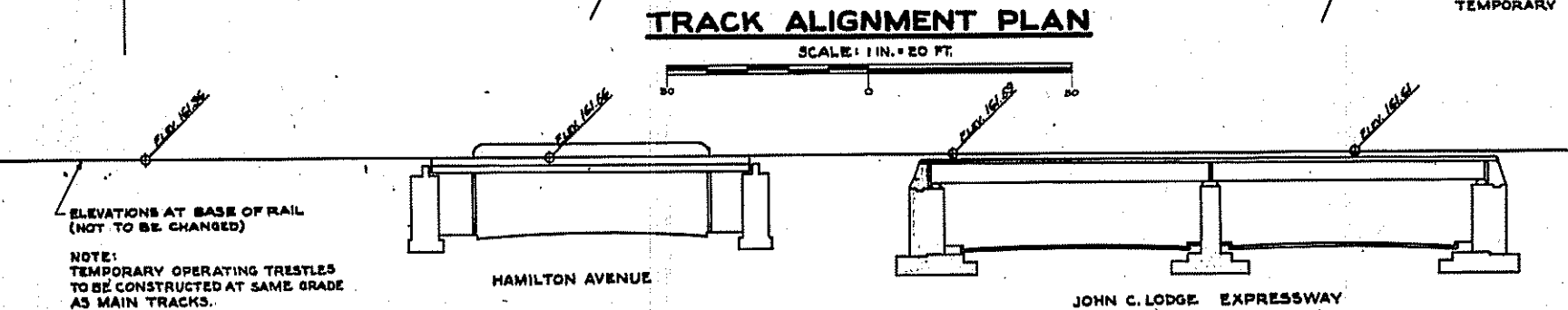
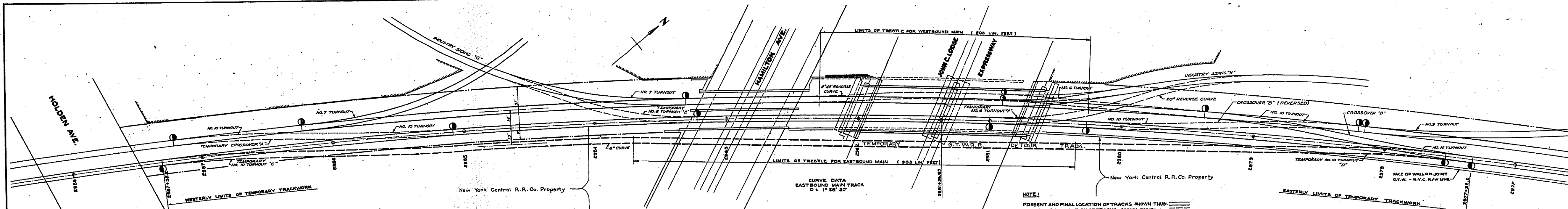
DRAWN - G.R.B. TRACED - G.R.B. CHECKED - R.P.H.

REVISIONS
3-11-46 G.R.B. In Accordance with City Order dated 3-5-46
4-17-46 G.R.B. Rev. Plan Notes on Plan View
4-23-46 G.R.B. Part 1 - Grading notes
4-30-46 G.R.B. Truss Br. Undercar. - 3rd Ave. Abt.
5-18-46 G.R.B. Signed & Approved, Correct

N.Y.C. SYSTEM OFFICE OF CHIEF ENGINEER CHICAGO, ILL.
BRIDGE NO. BAY CITY BRANCH - STA. 108+38
GRADE SEPARATION
JOHN C. LODGE EXPRESSWAY
DETROIT, MICH.
REARRANGEMENT - INDUSTRIAL SITE

M.D. DISTRICT M.O.R. & BAY CITY BRANCH
N.Y.C.R.R. DETROIT BRANCH
Scale: AS SHOWN FEB. 21, 1946 VAL. SEC. 182-A FILE NO. 120-48
PLAN NO. 454

REVISIONS		DRAWN BY	CHECKED BY	DATE	APPROVED	BOARD OF ROAD COMMISSIONERS DETROIT, MICHIGAN		STATE PROJECT 82-127	COUNTY JOB 568
		<i>J.P. Wood</i>			<i>E.B. Dougherty</i>	WAYNE COUNTY BOARD OF ROAD COMMISSIONERS DETROIT, MICHIGAN		ISSUE NO. 1	SHEET NO. EX. C
						MICHAEL J. O'BRIEN PRESIDENT		DATE: 5-21-46	



SCHEDULE OF OPERATIONS
NOT TO SCALE

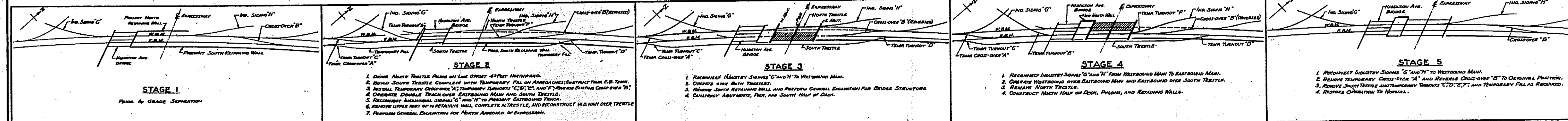
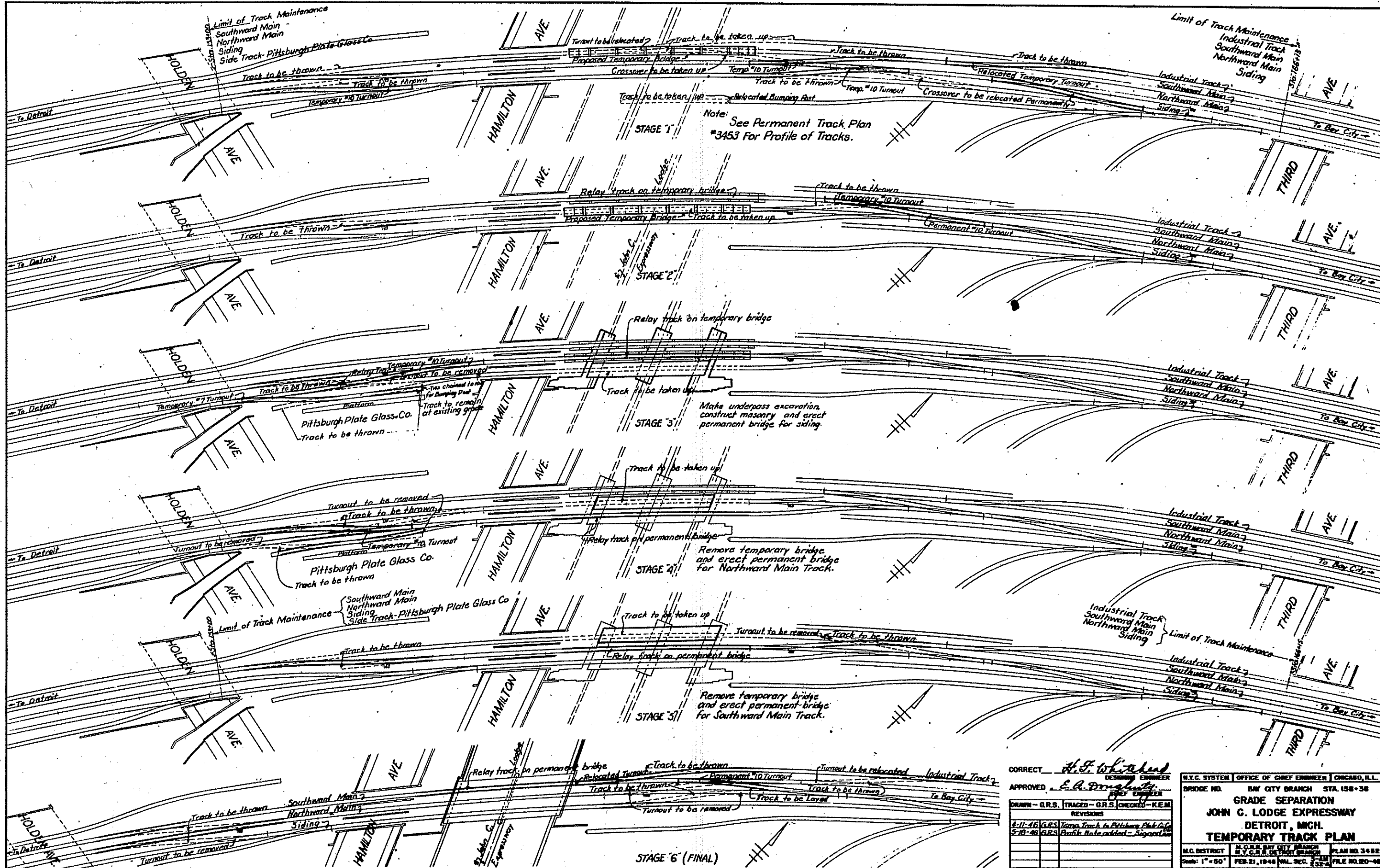


EXHIBIT "D"

STATE PROJECT	BRIDGE	X2 of 82-22-12
82-127	ROAD	



Note: See Permanent Track Plan #3453 For Profile of Tracks.

STAGE 1

STAGE 2

STAGE 3

STAGE 4

STAGE 5

STAGE 6 (FINAL)

CORRECT *H.F. Whitehead*
 DESIGNED ENGINEER
 APPROVED *E.A. Dring*
 CHECKED BY SUPERVISOR

DRAWN - G.R.S.	TRACED - G.R.S.	CHECKED - K.E.M.
REVISIONS		
4-11-46 G.R.S. Temp. Track to Pittsburgh Plate Glass Co.		
5-18-46 G.R.S. Draft Note added - Signed		

N.Y.C. SYSTEM OFFICE OF CHIEF ENGINEER CHICAGO, ILL.		
BRIDGE NO.	RAY CITY BRANCH	STA. 158+36
GRADE SEPARATION		
JOHN C. LODGE EXPRESSWAY		
DETROIT, MICH.		
TEMPORARY TRACK PLAN		
M.C. DISTRICT	N.C.E.R. RAY CITY BRANCH	PLAN NO. 3452
M.C. DISTRICT	N.Y.C.R.A. DETROIT BRANCH	FILE NO. 102-46
DATE: 1"=50'	FEB. 21, 1946	FILE NO. 102-46

EXHIBIT G

REVISIONS	DRAWN BY	CHECKED BY	DATE	APPROVED
				<i>[Signature]</i>
				CORRECT
				APPROVED

BOARD OF
WAYNE COUNTY ROAD COMMISSIONERS
 DETROIT, MICHIGAN

MICHAEL J. O'BRIEN
 PRESCOTT C. BROWN
 CHARLES L. WILSON

STATE FILE	BRIDGE	DATE
		5-21-46
STATE PROJECT	COUNTY JOB	
82-127	568	
DATE	SHEET NO.	
5-21-46	EX G	