

From: Steve Rapp
To: Safford, Roger
Subject: RR Agmts for Gd. River Ave.

8-29-00
Roger,

I have your voice-mail request from 8-10-00 for copies of agreements and maintenance reports for RR structures on Gd. River Ave., but there are many jobs that are supposed to be let soon which require my attention and therefore I do not know when I will be able to research your request.

I'd suggest you contact Maint. Div. for the maintenance reports.

Feel free to discuss this with my supervisor Bill Stonebrook if you wish.

Thanks,
Steve

CC: STONEBROOK, BILL

8-10-00

Roger Safford 248-346-6251

needs 2 copies of each agmt.:
Structures or ^{inspection} reports
at-grade xings
on Gd River Ave.

1 structure
XO1 of 82121

8 mile section between I-76 & downtown Detroit
turn back to city.
City wants MDOT
to force RR's to
fix bridges

→ What are RR's plans to
these facilities?

City wants MDOT to write
a letter to RR's asking

Send copies of agmts to Roger.

Gave R. Safford 2 copies
of XO1 of 82121
and 402 of 82121 agmts
on 9-19-00.

From: BILL STONEBROOK
To: mdot.metro.SAVASE, mdot.metro.GOULDD, mdot.metro.s...
Date: 5/5/97 1:25pm
Subject: 96-5543 -Forwarded -Reply -Reply

Steve Rapp and myself determined that the railroads (Conrail and Grand Trunk) own the bridges (X01 of 82121). Therefore, the bridge structures will not be mentioned in the agreement.

→ turnback

5-5-97

NOTE:

BILL STONEBROOK MENTIONED THE M-5 WILL BE TURNED-BACK TO CITY OF DETROIT. HE IS WRITING A TURN BACK AGMT ON THIS. THE BRIDGES AT X01-82121 ARE RR (GTW & CR) RESPONSIBILITY & WOULD REMAIN SO WHEN M-5 IS TURNED BACK.
SMR

MICHIGAN CENTRAL RAILROAD

(THE NEW YORK CENTRAL RAILROAD COMPANY, LESSEE)

REQUISITIONED
ADD 12

X4782-2-8

RETURN TO
MICHIGAN STATE HIGHWAY DEPT.
LANSING, MICHIGAN
% GENERAL FILE ROOM

GEO. H. HARRIS
CHIEF ENGINEER

June 19th, 1936.

DETROIT, MICH.

REQUISITIONED

DEC 13 1940

RETURN TO
MICHIGAN STATE HIGHWAY DEPT.
LANSING, MICHIGAN
% GENERAL FILE ROOM

Mr. L. W. Millard,
Bridge Engineer,
State Highway Department,
Administration Building,
Lansing, Michigan.

Dear Sir:-

In compliance with your letter of June 10th on project X4 of 82-22-8 - Grand River Avenue, Detroit improvement, the five copies of revisions of exhibits A, B and C, to accompany the agreement, have been approved on behalf of the Michigan Central and are being sent to the Grand Trunk Western Ry. Co. for execution as requested.

Our approval is conditioned on construction of the project according to the later detail plans, for the reason as pointed out to you yesterday by Mr. Bebb, that there are several small discrepancies in dimensions on the exhibits, which figures were corrected in the detail plans. We waive objection to avoid further delay in completion of the agreement as you suggested.

Yours truly,

G. H. Harris
Chief Engineer

ERL*GLM

X4 of 82-22-8

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC UTILITIES COMMISSION

- oOo -

At a session of the Michigan Public Utilities Commission, held at its offices in the City of Lansing on the 13th day of February, A. D. 1936.

PRESENT: Hon. William M. Smith, Chairman
Hon. Emerson R. Boyles, Commissioner
Hon. Ivan E. Hull, Commissioner
Hon. Paul W. Voorhies, Commissioner
Hon. Harold J. Waples, Commissioner

In the matter of the application of the STATE HIGHWAY DEPARTMENT for authority to reconstruct the existing grade separation of the tracks of the Grand Trunk Western Railroad, the Michigan Central Railroad (The New York Central Railroad Company, lessee) and Highway US-16, commonly known as GRAND RIVER AVENUE in the CITY OF DETROIT, and for the approval of an agreement entered into on the 7th day of February, A. D. 1936 between the parties in interest for such reconstruction

File 7077-633

Application having been filed on the 12th day of February, A. D. 1936 by the State Highway Department through L. W. Millard, its Bridge Engineer, for authority, in accordance with the requirements of Act 335, Public Acts of 1931, to reconstruct the existing grade separation by carrying the tracks of the Grand Trunk Western Railroad and the Michigan Central Railroad (The New York Central Railroad Company, lessee) over Highway US-16, commonly known as Grand River Avenue in the City of Detroit, and for the approval of an agreement for such grade separation, entered into on the 7th day of February, A. D. 1936

2

Page two -
File 7077-638
February 13, 1936

by the State Highway Department, the City of Detroit, the Michigan Central Railroad, The New York Central Railroad Company and the Grand Trunk Western Railroad Company.

In said application the Commission is advised,

"Grand River Avenue is a very heavily traveled highway, and the existing grade separation is inadequate for highway traffic, and the parties in interest believe that reconstruction as proposed would be in the interest of the safety, welfare and convenience of the traveling public,"

and is further advised in said agreement,

"WHEREAS, the reconstruction and improvement of these grade separations as a matter of public safety and convenience, at the location noted above, has been approved by the Federal Bureau of Public Roads as a project for emergency construction through the use of funds provided by the United States Government for emergency highway construction, to be expended under the provisions of the Fourth Deficiency Act, fiscal year 1933, as amended and supplemented by, and subject to the provisions of, the Act of June 18, 1934, and the Emergency Relief Appropriation Act of 1935".

The Commission, after due consideration of this matter, has determined that the reconstruction of said grade separation will be in the interest of public safety,

Page three -
File 7077-633
February 13, 1936

welfare and convenience, and that an order be issued, authorizing the same, and the approval of said agreement of February 7th, 1936;

THEREFORE, IT IS HEREBY ORDERED by the Michigan Public Utilities Commission, in accordance with the authority vested therein by Act 335, Public Acts of 1931, that Murray D. VanWagoner, State Highway Commissioner of the State of Michigan be, and he is hereby authorized and empowered to reconstruct the existing grade separation by carrying the tracks of the Michigan Central Railroad (The New York Central Railroad Company, lessee), and the Grand Trunk Western Railroad Company over Highway US-16, commonly known as Grand River Avenue in the City of Detroit, providing such reconstruction be made in accordance with the terms and conditions as set forth in said agreement of February 7th, 1936, by and between the State Highway Department through H. C. Coons, Deputy State Highway Commissioner for the State of Michigan; the City of Detroit by and through Frank Couzens, its Mayor; The New York Central Railroad Company by and through Henry Shearer, its Vice-President and General Manager; the Michigan Central Railroad, by and through Henry Shearer, its Vice-President, and the Grand Trunk Western Railroad, by and through D. C. Grant, its Vice-President, which agreement is hereby approved, attached hereto and made a part hereof, and copy of same ordered placed on file in the offices of the Michigan Public Utilities Commission as File No. 7077-633.

Page four -
File 7077-623
February 13, 1936

MICHIGAN PUBLIC UTILITIES COMMISSION

BY WILLIAM M. SMITH
Chairman

EMERSON R. BOYLES
Commissioner

IVAN E. HULL
Commissioner

PAUL W. VOORHIES
Commissioner

H. J. WAPLES
Commissioner

JB:MP

X4 of 82-22-8

THIS AGREEMENT, made this 7th day of February,
A. D. 1936, between the MICHIGAN STATE HIGHWAY DEPARTMENT, acting by and through
Murray D. Van Wagoner, State Highway Commissioner of the State of Michigan,
party of the first part, hereinafter referred to as the HIGHWAY DEPARTMENT; the
CITY OF DETROIT, a municipal corporation of the State of Michigan, party of the
second part, hereinafter referred to as the CITY; THE NEW YORK CENTRAL RAILROAD
COMPANY, a Corporation organized and existing under the laws of the States
of New York, Michigan, and others, lessee of, and operating the railroad of
THE MICHIGAN CENTRAL RAILROAD COMPANY, and THE MICHIGAN CENTRAL RAILROAD COMPANY,
a corporation organized and existing under the laws of the State of Michigan,
parties of the third part, hereinafter referred to collectively as the MICHIGAN
CENTRAL; and the GRAND TRUNK WESTERN RAILROAD COMPANY, a Corporation organized
and existing under the laws of the State of Michigan, party of the fourth part,
hereinafter referred to as the GRAND TRUNK; the parties of the third and fourth
parts being collectively referred to as the RAILROAD COMPANIES,

WITNESSETH,

WHEREAS, United States Highway No. 16, also commonly known as Grand
River Avenue, crosses the right of way under the tracks of the Railroad Companies
by means of underpasses in the City of Detroit, Wayne County, Michigan; and

WHEREAS, the reconstruction and improvement of these grade separations
as a matter of public safety and convenience, at the location noted above, has
been approved by the Federal Bureau of Public Roads as a project for emergency
construction through the use of funds provided by the United States Government
for emergency highway construction, to be expended under the provisions of the
Fourth Deficiency Act, fiscal year 1933, as amended and supplemented by, and
subject to the provisions of, the Act of June 18, 1934, and the Emergency Relief
Appropriation Act of 1935; and

WHEREAS, the parties hereto have reached an understanding with each
other respecting such construction, including the preparation and approval of
plans and specifications, the further depression of the Highway, the removal and

disposal of the existing structures, the temporary construction work necessary to provide for the operation of trains of the Railroad Companies during the construction period, the construction of the permanent grade separations, the incidental work made necessary by such construction, and the payment of the cost thereof, and desire to set forth their understanding in the form of a written agreement;

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

1. That in accordance with the plans hereinafter mentioned, the Highway Department may and shall reconstruct the grade separations at the location aforesaid, without compensation to the Railroad Companies other than the performance of this agreement by the Highway Department and the City; and for the purpose of said construction said Highway Department and its contractors may enter upon and occupy the property of the Railroad Companies, provided that immediately upon completion of said work, such railroad property shall be restored to a condition deemed by the Chief Engineers of the Railroad Companies to be suitable for railroad purposes.

2. That the Highway Department and the City shall, by proper action, in the manner provided by law, adopt the lines shown upon the profiles, maps and plans as the profiles fixing the levels to which said United States Highway No. 16 and the intersecting streets shown on Exhibit "A" shall be depressed and the minimum underclearance of the bridges required to carry the tracks of the Railroad Companies over the Highway to provide for such grade separations.

3. 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 - Preliminary General Plan and Profile, showing general plan of site, present and proposed widths of right of way, and present and proposed profiles of highway, sidewalks, and intersecting streets.

Exhibit B - Preliminary Plan, showing general plan of grade separation structure involving the Michigan Central.

Exhibit C - Preliminary Plan, showing general plan of grade separation structure involving the Grand Trunk.

4. That the Michigan Central and the Grand Trunk shall each respectively prepare all detail plans and specifications for temporary work including track work and bridges to support its tracks during the construction period, provided, such plans and specifications shall receive the approval of the Highway Department and of the United States Department of Agriculture, Bureau of Public Roads, before the commencement of such temporary work, and before the awarding of construction contracts therefor. The current A.R.E.A. specifications shall govern the design and construction.

5. That the Michigan Central and the Grand Trunk shall each respectively prepare and furnish all designs, detail plans and specifications for the removal and disposal of the existing structure and the construction of the permanent structure supporting its tracks, the same to be subject to the approval of the Highway Department and of the United States Department of Agriculture, Bureau of Public Roads, before the commencement of work thereon and before the awarding of construction contracts therefor. Said work shall be designed, detailed and constructed in accordance with the current standard specifications and standards of the Highway Department; except that the current A.R.E.A. specifications shall govern the design of such portions of the work as carry railroad loading.

6. That the Highway Department shall prepare all designs, detail plans and specifications for the approaches and facilities providing for highway traffic, connections for side drives and side streets, sidewalks, retaining walls, and highway drainage facilities where required. Said work shall be designed and constructed in accordance with the current standard specifications and standards of the Highway Department. The City shall at its own expense furnish such plans, designs and data as may be required for the reconstruction of existing municipally owned utilities.

7. That the Michigan Central and the Grand Trunk shall each respectively at its own expense make all necessary temporary and permanent changes ^{railroad} in telegraph lines and ^{railroad} signal lines involved in connection with the work on its right-of-way, except that after said lines have once been removed to a temporary

location any additional temporary changes required by the Contractor in the prosecution of his work shall be without expense to the Railroad Companies. The Michigan Central for the sum of Nine Hundred Seventy-Five dollars to be paid to it, and the Grand Trunk for the sum of forty-eight hundred dollars to be paid to it, shall respectively provide all temporary operators, switch tenders, conductors, and flagmen necessary for the safe and proper operation of its railroad during the entire period of construction of the grade separations.

8. That the remainder of the work of removing existing construction and constructing the new grade separations and approaches, including the reconstruction of existing municipally owned utilities, sidewalks, and connections for side drives and side streets, the depression of the Highway, the remodelling of the two one-story buildings located on the North and South sides of the Highway respectively and between the tracks of the Railroad Companies, the temporary diversion and support of the Railroad companies' tracks during the construction period, the furnishing and erection of the structures, both temporary and permanent, to carry the Railroad Companies' tracks over and across the Highway, and all work incidental thereto, shall be performed under contract. The Highway Department shall advertise the 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 Railroad Companies, and shall award the contract therefor. The Highway Department shall exercise complete supervision and control over such construction. The Railroad Companies's Chief Engineers may place on the work competent engineers, who, together with necessary assistants, shall assist the field representatives of the Highway Department to the fullest extent in order to coordinate the work and to obtain the greatest progress with the minimum of delay or interference in carrying out the general grade separation project; and who shall have the right to inspect the erection and construction of all steel work and masonry and other parts of the project.

9. That, except as otherwise specifically provided herein, the Michigan Central and Grade Trunk shall each respectively bear all costs necessary

14. That the City shall, and hereby does, assume the payment of all abuttal damages, if any there be, to property, business, or persons, other than the property of the Railroad Companies, arising in any way from 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 being understood that the performance of this agreement on the part of the Railroad Companies shall release and discharge the Railroad Companies, and each of them, from any and all assessments of every nature and description, including assessments for benefits, and any and all charges, damages, or liability, and be accepted as a full discharge of all obligations, present or future, to abutting owners, or arising from the failure of the City to adjust or pay such damages, costs, or expenses in connection with such grade separation project, and the change of grade of said United States Highway No. 16 and the intersecting streets shown on Exhibit A. The City hereby assumes to itself, and agrees to pay and assume, and indemnify and save harmless the respective Railroad Companies against all assessments, damages, costs, and expenses without charge, recourse to, or recharge over against the Railroad Companies, or either of them; and the Michigan Central and Grand Trunk each hereby waives any and all claims for damages by reason of the change of grade of said Highway to any abutting property owned or controlled by it within the district shown on Exhibit A.

15. That the Highway Department shall, at its own initial expense, acquire the six foot strips of property (except property owned or controlled by the Railroad Companies) along Grand River Avenue for the right of way of said Highway as required for the grade separation and as shown on Exhibit A, and that the City shall reimburse the Highway Department to the extent of fifty percent (50%) of the cost thereof.

16. 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 Railroad Companies, or either of them, or on said Highway 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, it shall be recovered against either Railroad Company in a court of competent jurisdiction or shall be assumed and paid by either Railroad Company with the consent of the City and the Highway Department, it shall be reimbursed to that Railroad Company by the Highway Department and the City in the proportions permitted in Section 1 of Act 131 of the Public Acts of 1931, 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 a contractor, or contractors, or caused by the sole negligence of either Railroad Company, it shall not be charged to the project, nor reimbursed by the Highway Department and the City.

17. That in connection with the work to be performed by the Highway Department as outlined hereinunder, said Department shall require its contractor, or contractors, to carry the following insurance in a form and with an insurer, or insurers, acceptable to the Railroad Companies and the City.

(1) Workmen's COMPENSATION insurance.

(2) PUBLIC LIABILITY insurance covering injuries to and death of persons in the amount of not less than fifty thousand dollars for any one person and not less than five hundred thousand dollars for any one accident and PROPERTY DAMAGE insurance covering loss of, or damage to, property in the amount of not less than one hundred thousand dollars.

(3) OWNERS RISK insurance with above mentioned limits of liability.

18. That, if ^{at} ~~any~~ any time, without fault of the parties hereto,

gld
the work which is hereunder agreed to be done shall cease and not be resumed within sixty days, the parties hereto shall then agree upon and perform such work as is reasonably necessary to place the Railroad Companies' tracks and

the highway and intersecting streets in satisfactory permanent operating condition and the Highway Department and the City shall assume and pay the cost thereof, in the manner and proportions provided in Article II hereof, provided, that the aforesaid sixty-day limitation shall not apply to the temporary suspension of work under order of a court of competent jurisdiction, in which event the work shall be resumed and completed, as soon as may be, in accordance with the terms of this agreement.

✓ 19. That, when the work of reconstruction of said grade separation has been completed, the Michigan Central and the Grand Trunk, shall each, at its own cost and expense, maintain the structure supporting its tracks and repair or replace, at its sole expense, any portion, or portions, of the structures which may be damaged or destroyed by accident or collision resulting from railroad traffic upon its lines. The Highway Department and the City shall, in accordance with existing law and agreements, repair or replace any portion, or portions, of the structure which may be damaged or destroyed by highway traffic and shall maintain the roadway, paving, sidewalks, curbs, street retaining walls and drainage structure.

20. That either of the parties hereto may now, or at any time hereafter, and from time to time, at its option, and at its sole cost and expense, construct or provide additional facilities and betterments, together with the necessary construction and expenditures to adapt the same to the new physical conditions occasioned by such additional facilities and betterments, provided that all future construction shall maintain the minimum underclearance for the Highway as shown on Exhibits B and C.

21. 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 Utilities Commission has entered an order authorizing, permitting and approving the foregoing improvement and the United States Department of Agriculture, Bureau of Public Roads, has approved the project and allocated thereto an amount sufficient to pay the estimated cost thereof, and the State Administrative Board of the State of Michigan

has by resolution authorized the State Highway Commissioner to execute this agreement on behalf of the State of Michigan, and the Common Council of the City of Detroit, has by resolution authorized and directed, the Mayor and the City Clerk to execute this agreement on behalf of the City.

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.

APPROVED

JAN 14 1933
Sum.
Mich. State Highway Dept.

Form O K
Atty

MICHIGAN STATE HIGHWAY DEPARTMENT

By H. P. Coons
DEPUTY STATE HIGHWAY COMMISSIONER
of the State of Michigan

CITY OF DETROIT

By Frank Couzens
Mayor
Attest Richard M. Reading
City Clerk

Approved by I. J. ...
C. E. ...
and City Council

THE NEW YORK CENTRAL RAILROAD COMPANY

By Henry Shearer
Vice President and General Manager

THE MICHIGAN CENTRAL RAILROAD COMPANY

By Henry Shearer
Vice President

GRAND TRUNK WESTERN RAILROAD COMPANY

Form O. K.
RECOMMENDED
Vice-Pres. & Gen'l Manager

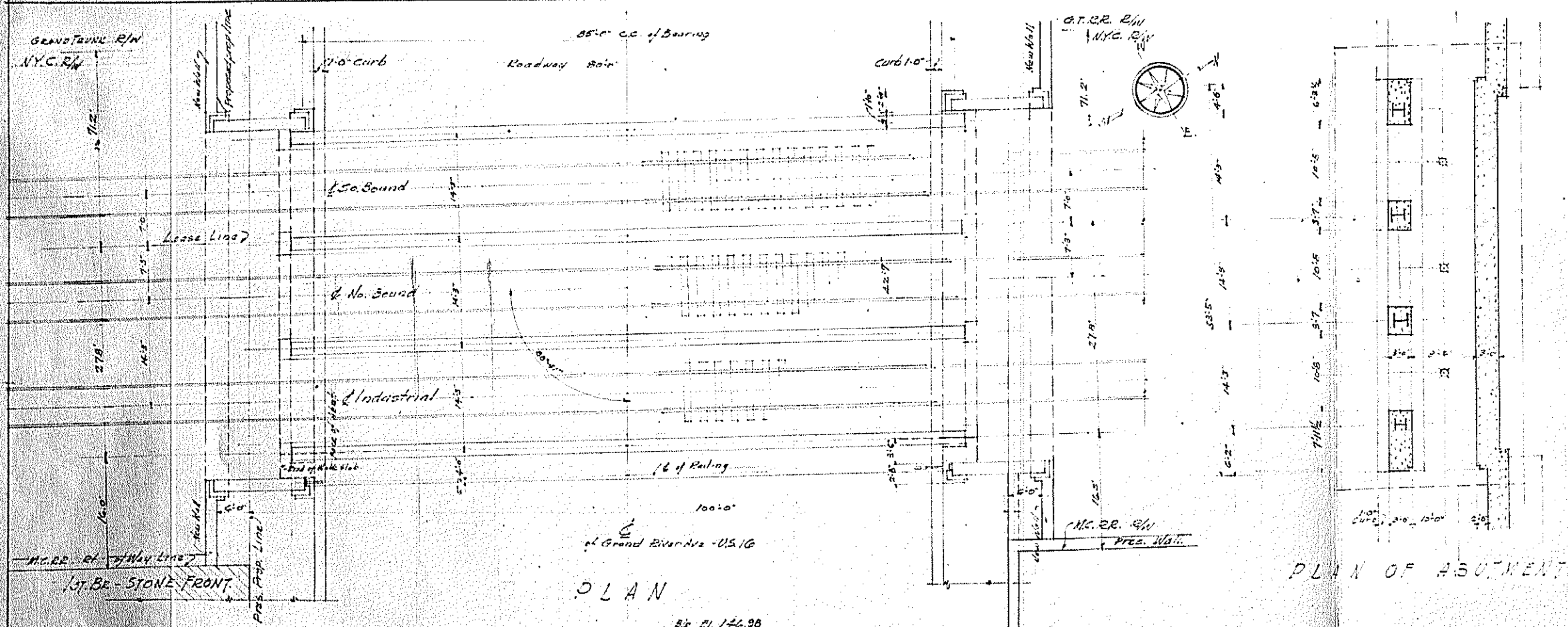
J. Thant
VICE PRESIDENT

Secretary
Secretary

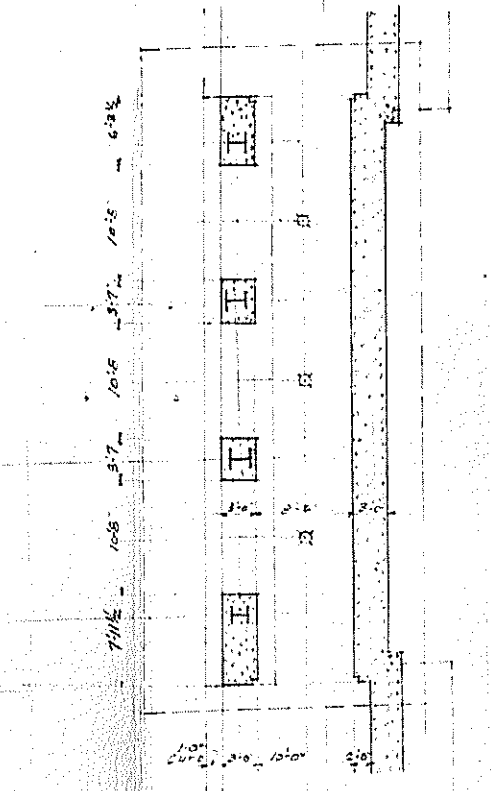
AS TO FORM

APPROVED
CHIEF ENGINEER

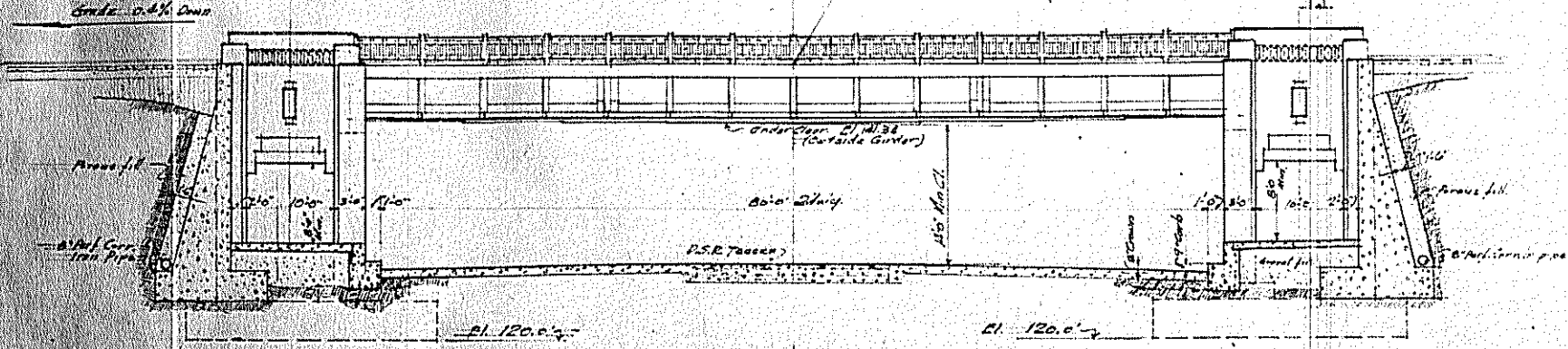
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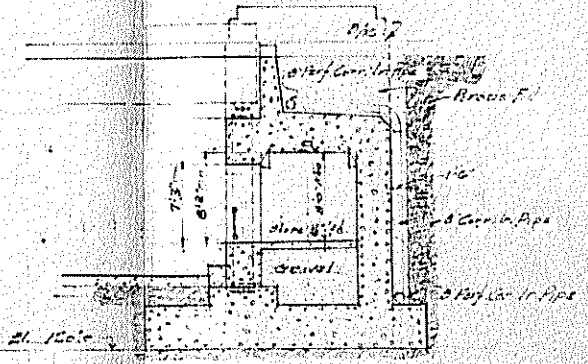
PLAN



PLAN OF ABUTMENT

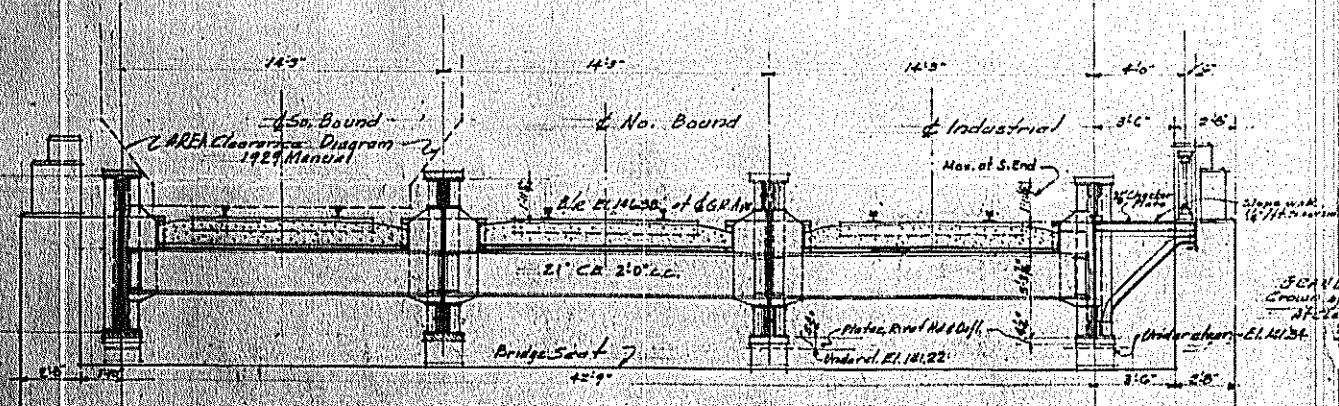


ELEVATION



SECTION THRU ABUTMENT ON E OF SIDEWALK

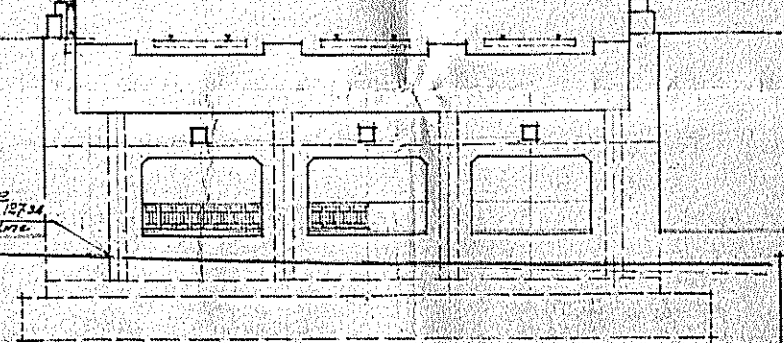
SECTION THRU ABUTMENT



TYPICAL DECK CROSS SECTION

Cor. Ht. 36"
 Riv. Hts. 36"
 Deck 19"
 5 1/2"

Scale: 1/8" = 1'-0"
 Unless otherwise noted



ELEVATION OF ABUTMENT

EXHIBIT B

MICHIGAN STATE HIGHWAY DEPARTMENT
 MURRAY D. VAN WAGONER - COMMISSIONER
 WAYNE COUNTY
 BRIDGE FILE NO. X4-152-228 GRAND RIVER AVE. US-16
 CROSSING MICHIGAN CENTRAL RR. CITY OF DETROIT

PRELIMINARY PLAN

REVISIONS	
No.	DESCRIPTION
1	Revised Civil Works Agreement on Plan C-748 CIV.

APPROVED *[Signature]* 10-17-35
 APPROVED *[Signature]* 10-17-35

X4-152-228

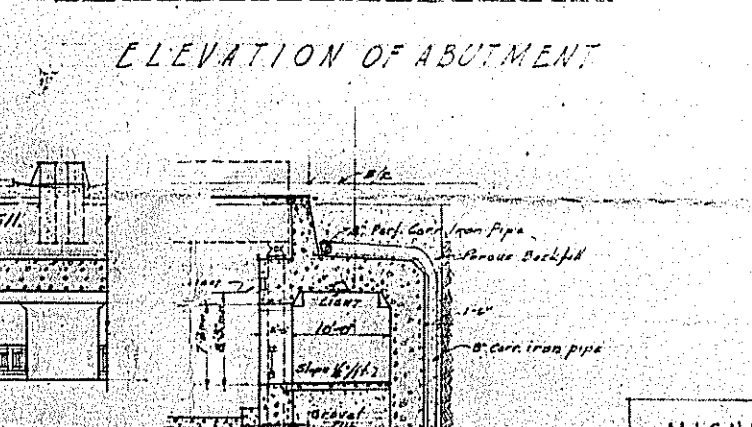
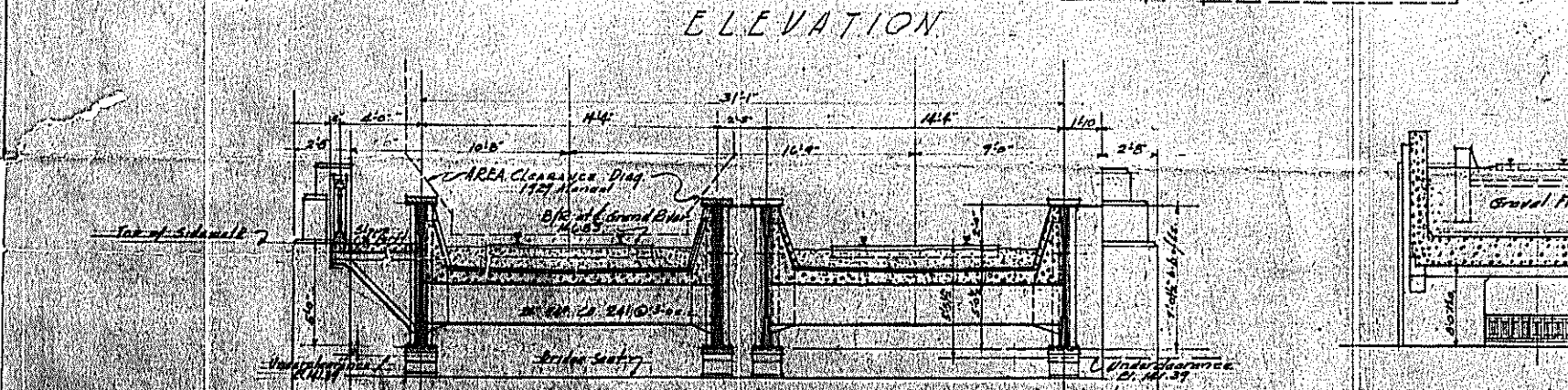
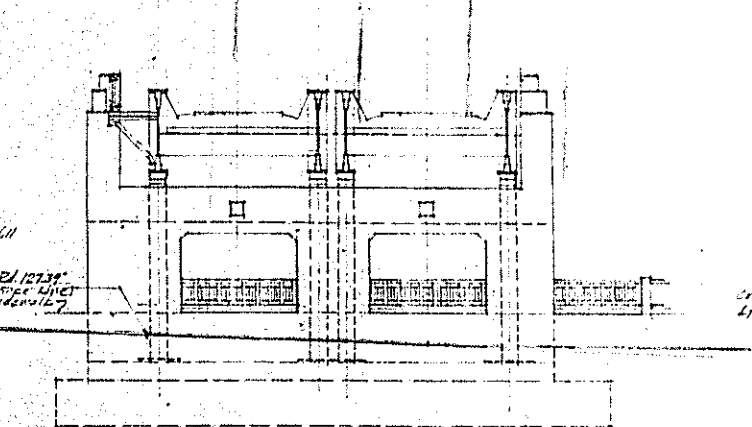
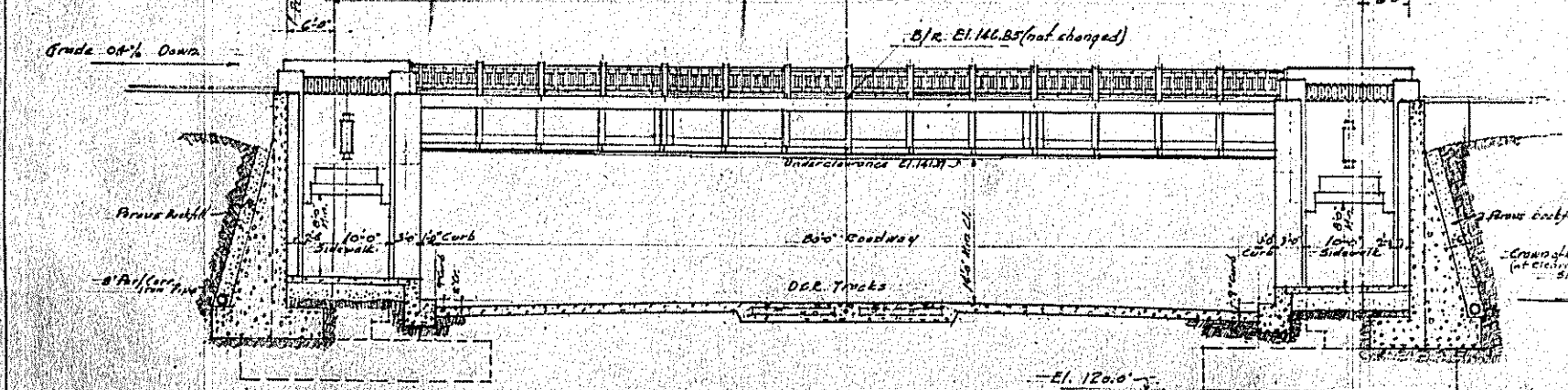
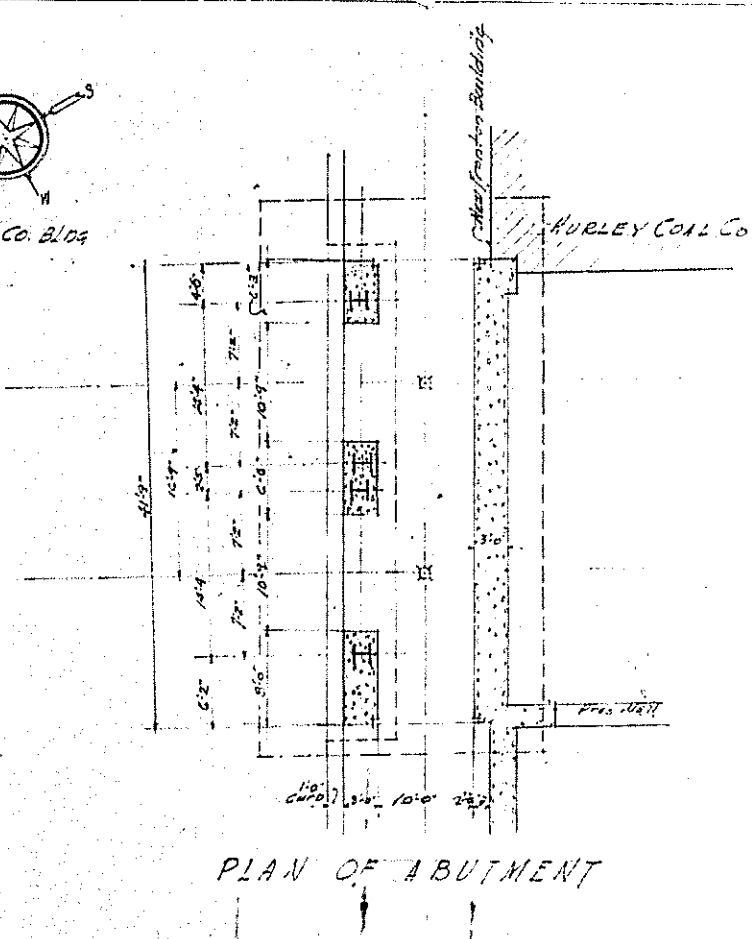
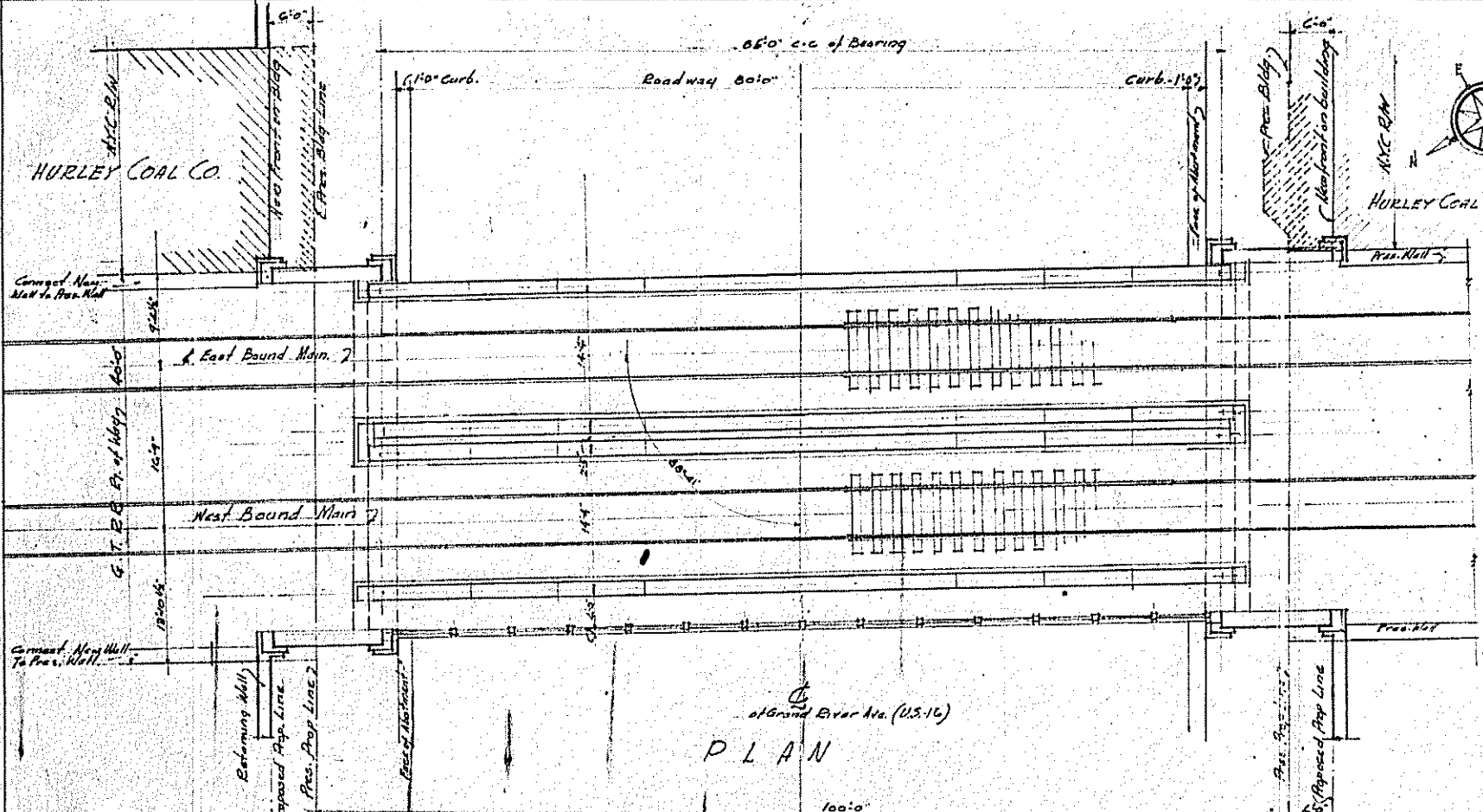


EXHIBIT "G"

MICHIGAN STATE HIGHWAY DEPARTMENT
 MURRAY D. VAN WAGONER-COMMISSIONER
 WAYNE COUNTY
 BRIDGE FILE NO. X4-8272-B GRAND RIVER AVE.-U.S. 16
 CROSSING GRAND TRUNK RR. CITY OF DETROIT

PRELIMINARY PLAN
 APPROVED [Signature] 10-17-35
 APPROVED [Signature] 10/17/35
 SQUAD BRIDGE J. G. MARTIN
 DRAWN BY E. H. S. G. S. 1935
 CHECKED BY W. H. M. 10-17-35
 X4-8272-B

REVISIONS		
NO.	DESCRIPTION	DATE
1	Minor Corrections	10/17/35

Scale 1/16" = 1'-0"
 Unless otherwise noted