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AMERICAN PUBLIC SERVICE
COMMISSION
SEP 1 1965
RAILROAD COMMISSION

THIS AGREEMENT, made this 12 day of September,

1965, by and between the MICHIGAN STATE HIGHWAY COMMISSION, here-
referred to as the COMMISSION, the BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF WAYNE, MICHIGAN, a public body corporate, hereinafter refer-
red to as the BOARD, the CITY OF DETROIT, a municipal corporation organized
and existing under the laws of the State of Michigan, hereinafter referred to
as the CITY, the COMMISSION, the BOARD, and the CITY being hereinafter referred
to collectively as the PUBLIC AUTHORITIES, and THE CHESAPEAKE AND OHIO RAILWAY
COMPANY, a Virginia corporation, admitted to do business under the laws of the
State of Michigan and other states, hereinafter referred to as the RAILWAY;

W I T N E S S E T H:

WHEREAS, pursuant to an agreement dated February 3, 1959, as
amended, and as supplemented and mutually agreed to by a Supplemental Contract
#2, dated March 16, 1965, and in conformity with existing laws, the PUBLIC
AUTHORITIES have agreed to the construction by the COMMISSION of a limited
access freeway in the City of Detroit, being known as Detroit-Muskegon Express-
way (I-96 Jeffries Freeway), hereinafter referred to as the Freeway, which
will extend from the general area of Michigan Avenue and 22nd Street in a
northwesterly direction to the vicinity of Grand River Avenue and Schoolcraft
and thence westerly to the west city limits; and

WHEREAS, the proposed location of the Freeway will cross the
right of way and below the wye track of the RAILWAY approximately 1800 feet
southeast of Evergreen Road by means of a highway underpass structure, to be
designated and herein referred to as X03 of 82122L; and

WHEREAS, due to the proposed Freeway construction across the
RAILWAY'S property, east of Evergreen Road, the parties hereto have agreed to

the construction of a pedestrian-vehicular overpass structure, to be designated and herein referred to as S25 of 82122L, over the Freeway approximately 100 feet west of X03 of 82122L, to provide continuity of access to RAILWAY property; and

WHEREAS, due to the proximity of the location of the RAILWAY'S new yard office to Freeway retaining wall and to expedite the construction of said yard office, the parties hereto have agreed to the placement of support pilings and foundation for the new yard office as a part of the PROJECT; and

WHEREAS, the construction of the aforesaid highway underpass structures X03 of 82122L and S25 of 82122L will require certain work for the relocation and alteration of RAILWAY'S wye track and related facilities as shown on the exhibits attached hereto; said work to be performed pursuant to a separate agreement between the parties hereto; and

WHEREAS, the separation of railroad and Freeway grades at said proposed crossing of the Freeway with the right of way and track of the RAILWAY by means of a highway underpass structure and approaches to carry railroad traffic and the construction of a pedestrian-vehicular overpass to carry pedestrian and vehicular traffic over the Freeway, as a matter of public safety and convenience, has been approved by the Federal Highway Administration, United States Department of Transportation, hereinafter referred to as the FHWA, as a PROJECT for construction through the use of funds provided by the United States Government for the Post War construction of highways and bridges and to eliminate hazards at railroad grade crossings, as provided in the Federal Aid Highway Act of 1956, as amended; and

WHEREAS, the parties hereto have reached an understanding with each other respecting said crossings, the preparation and approval of plans and specifications, the construction of the structures X03 of 82122L and S25 of 82122L and approaches, the construction of retaining walls, the placement of

X03 of 82122L
S25 of 82122L

support pilings and foundation for the RAILWAY'S new yard office, referred to as yard office foundation, the construction of Freeway and railroad drainage facilities where required and the incidental work made necessary by the aforesaid construction, all herein from time to time referred to as the PROJECT, the maintenance, repair, replacement and renewal thereof, 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 hereby agreed:

SECTION 1: Any and all financial obligations assumed by the COMMISSION, the BOARD, or the CITY, individually or collectively, (except as to future maintenance, repair, replacement and renewal provided for in SECTION 19 hereof) under this Agreement are to be shared by the PUBLIC AUTHORITIES in the manner set forth in said Agreement, dated February 3, 1959, as amended March 16, 1965, between the PUBLIC AUTHORITIES covering the construction of the Freeway within the limits of the CITY, said construction to include the PROJECT.

SECTION 2: In accordance with the Plans, the Standard Specifications of the COMMISSION, and the Supplemental Specifications and other Specifications hereinafter mentioned, the COMMISSION will construct a highway underpass structure across the right of way and below the wye track of the RAILWAY and a pedestrian-vehicular overpass structure which will carry pedestrian and vehicular traffic over the Freeway, and yard office foundation at the location aforesaid, pursuant to all of the terms and conditions of this Agreement, and for the purposes of said construction work, the COMMISSION and its contractors may enter upon and occupy the property of the RAILWAY, subject to the conditions hereinafter stated; provided that, immediately, upon completion of the PROJECT, such railroad property shall be restored to a condi-

Exhibit D - General Plan of Site (S25 of 82122L) showing present topography, location of proposed pedestrian-vehicular overpass structure, present ground profile and proposed crown of roadway profile along centerline of Freeway, proposed profile of the service road.

Exhibit E - General Plan of Structure (S25 of 82122L - 2 sheets) showing general plan, elevation and sections of the proposed pedestrian-vehicular overpass structure.

Exhibit F - General Plan of Site Retaining Walls (4 sheets) showing present topography, location of proposed retaining walls, location of proposed yard office foundation, present ground profile, profile of the retaining walls and the Freeway and alignments of the retaining walls.

Exhibit G - General Plan of Structure Retaining Walls (6 sheets) showing general plan, elevation and sections of the proposed retaining walls and proposed yard office foundation.

Exhibit H - Estimated cost covering construction engineering to be performed by the RAILWAY in conjunction with the PROJECT.

SECTION 5: The COMMISSION will prepare, at no expense to the RAILWAY, all designs, detailed plans and specifications for X03 of 82122L and S25 of 82122L and approaches, the retaining walls, the yard office foundation and for the facilities providing for railroad, Freeway, pedestrian and local vehicular traffic, including drainage structures where required. Said designs, detailed plans and specifications shall be subject to the approval of the RAILWAY insofar as they affect the facilities of the RAILWAY and shall receive the approval of the BOARD, the CITY and of the FHWA before the awarding of construction contracts for such work. All of such work shall be designed, detailed and constructed in accordance with the current specifications and standards of the COMMISSION,

X03 of 82122L
S25 of 82122L

except that the current American Railway Engineering Association specifications shall govern the design of the bridge structure that carries railroad loading.

SECTION 6: The RAILWAY has prepared and furnished to the COMMISSION, an estimate of the cost for construction engineering to be performed by it on a force account basis, including the cost of the insurance specified in SECTION 12 hereof, and a separate schedule of rates for the flagging services and other protective services and devices required for and performed or furnished by the RAILWAY to the Contractor during the construction of the PROJECT. The COMMISSION, as agent for the PUBLIC AUTHORITIES, will reimburse the RAILWAY for the cost of the preparation of said estimate and schedule, and for the expense incurred in reviewing the project agreement, plans, shop plans incident to the fabrication of steel work for structure X03 of 82122L and proposal.

SECTION 7: The COMMISSION will advertise the PUBLIC AUTHORITIES' portion of the work of construction of the PROJECT in accordance with its regulations, considering bids therefor only from Contractors prequalified by it for such work and will award the contracts therefor, and will exercise complete supervision and control over such construction. While work is being performed adjacent to, under or over its tracks, the RAILWAY may place a competent engineer on the work, together with necessary assistants, at PROJECT expense, to protect its interests. Said engineer of the RAILWAY, acting through the COMMISSION'S engineer, shall have the right to reject any or all work affecting the RAILWAY'S interests which is not executed pursuant to, and in conformity with, the aforesaid plans and specifications.

SECTION 8: The COMMISSION will require its Contractor to comply with the Supplemental Specifications (Special Provisions), approved by the RAILWAY 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). The RAILWAY agrees to furnish to the Contractor, at the sole ex-

X03 of 82122L
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herein agrees to undertake and perform. Said account shall be accessible for review and auditing by the COMMISSION and by the FHWA. All bills submitted to the COMMISSION by the RAILWAY for any items of work performed, or materials or equipment furnished by it under the terms of this Agreement shall be prepared in accordance with the provisions of Policy and Procedure Memorandum No. 30-3, dated October 26, 1971, and amendments thereto of the FHWA in effect at the time of the billing. The COMMISSION will pay from PROJECT funds such amounts as are approved for payment by the FHWA in accordance with its regulations. The COMMISSION will pay from PROJECT funds those costs and expenses which conform to the provisions of said Policy and Procedure Memorandum No. 30-3 and in which the FHWA will not participate because such costs and expenses were incurred by the RAILWAY prior to the date on which the FHWA approved the program which includes the PROJECT. The COMMISSION, as agent for the PUBLIC AUTHORITIES, will reimburse the RAILWAY monthly, ninety-five percent (95%) of the costs and expenses so incurred by it. Final payment will be made to the RAILWAY after the FHWA has made its final audit.

SECTION 12: The RAILWAY shall furnish to the COMMISSION copies of the policy or policies evidencing that the RAILWAY as named insured carries insurance, including Employer's Liability Insurance, protecting itself with respect to:

- (a) All loss of and damage to any property whatsoever (including property of the parties hereto and of all other persons whomsoever, and the loss of or interference with any use or service thereof), and,
- (b) All loss and damage on account of injury to or death of any persons whomsoever (including employees and patrons of the parties hereto and all other persons whomsoever), and
- (c) All claims and liability for such loss and damage and cost and expense thereof,

caused by, growing out of, or in any way related to or connected with the force account work of the RAILWAY in connection with the PROJECT. The limits

of insurance under said policy or policies with respect to items (a), (b) and (c) referred to above shall be in the amount of One Million Dollars (\$1,000,000.00) for any one occurrence.

Also, in connection with the force account work to be performed by it on the PROJECT, the RAILWAY shall furnish evidence that it carries Owner's Protective Public Liability and Protective Property Damage Liability Insurance in favor of the County of Wayne, Michigan, the Board of County Road Commissioners of the County of Wayne, Michigan, and the City of Detroit, Michigan.

The Owner's Protective Public Liability and Protective Property Damage Liability Insurance shall provide for public liability limits of not less than Two Hundred Thousand Dollars (\$200,000.00) for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total of Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence, and property damage liability limits of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, an aggregate limit of Two Hundred Thousand Dollars (\$200,000.00) for all damages arising out of injury to, or destruction of property during the policy period.

The RAILWAY shall furnish four (4) copies of the policy or policies of the above insurance to the COMMISSION. After approval by the PUBLIC AUTHORITIES, one copy of each policy furnished will be returned to the RAILWAY. Each policy shall be provided with the following endorsement:

"It is hereby agreed that 30 days prior written notice of cancellation, expiration, termination, or reduction of coverage provided by this policy will be given to the Michigan Department of State Highways, to the Board of County Road Commissioners

of the County of Wayne, Michigan, and to the City of Detroit, Michigan."

The cost of such policy or policies shall be considered as a part of the cost of the PROJECT for which the RAILWAY shall be entitled to reimbursement by the PUBLIC AUTHORITIES. The aggregate cost of such policy or policies is estimated to be \$2,100.00. Final payment of insurance premiums will not be paid until a certified statement as to final costs of insurance is furnished to the COMMISSION.

SECTION 13: The COMMISSION shall require its Contractor to take out a Railroad's Protective Liability Insurance policy in the name of the RAILWAY before work is commenced and to keep same in effect until work is completed and accepted, said policy to be in the form as specified in the regulations of Policy and Procedure Memorandum No. 20-12 of the FHWA, dated June 30, 1967, and amendments thereto of the FHWA. The policy shall have limits of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) for each individual and One Million Dollars (\$1,000,000.00) for each occurrence with respect to bodily injury or death; and Five Hundred Thousand Dollars (\$500,000.00) for each occurrence with an aggregate of One Million Dollars (\$1,000,000.00) for the term of the policy with respect to property damage. The policy of insurance specified in this section shall be with a company authorized to do business in the State of Michigan.

SECTION 14: The PUBLIC AUTHORITIES and the RAILWAY are presently negotiating an Agreement of General Understanding, and supplements thereto, which will provide the rights and obligations of the parties hereto in connection with the construction of the Freeway through the RAILWAY'S property between Evergreen Road and Southfield Freeway in the City of Detroit, Michigan, including the necessary right of way for highway purposes in connection with this PROJECT. Notwithstanding the execution of the General Understanding Agreement, the RAIL-

WAY by execution of this Agreement and for the purposes of constructing the PROJECT hereby grants right of entry to the COMMISSION and its Contractor to enter upon and occupy the property of the RAILWAY for the purpose of constructing the PROJECT.

SECTION 15: The PUBLIC AUTHORITIES do hereby assume the payment of all abuttal damages, if any there be, to property, business or persons, other than to the property of the RAILWAY, arising in any manner from this PROJECT.

In the event any claim or demand is made or any suit is instituted against the RAILWAY, arising out of this PROJECT, wherein the PUBLIC AUTHORITIES are liable under the terms hereof, the PUBLIC AUTHORITIES will, on written notice from the RAILWAY, settle, compromise, or defend the said claim, demand, or suit, at their own option and cost, and will fully pay and satisfy any judgment arising by reason thereof, together with taxable court costs. Nothing in this section or this Agreement shall be construed to render the PUBLIC AUTHORITIES liable for acts of negligence of the RAILWAY, the Contractor, or any of their employees, agents, contractors or subcontractors.

The RAILWAY hereby waives any and all claims 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 highway.

SECTION 16: The classification of the PROJECT is in accordance with the FHWA'S Policy and Procedure Memorandum No. 21-10, Section 5, b, (4), as amended, Existing Railroad Crossed by New Highway. Inasmuch as the Freeway is established as a new highway and is not essentially a relocation of an existing street or highway, the construction of the PROJECT shall be considered as not resulting in ascertainable benefits to the RAILWAY and consequently, the RAILWAY shall not be assigned liability as to the cost thereof, with the exception of the support pilings and foundation for the RAILWAY'S new yard office.

The RAILWAY'S share of the cost of the support pilings is fifty and eighty five hundredths percent (50.85%) and forty eight and three tenths percent (48.3%) of the foundation costs. The reimbursement of the RAILWAY'S percentage of costs will be assigned to the COMMISSION pursuant to the aforementioned Agreement of General Understanding.

SECTION 17: If, at any time, without fault of the parties hereto, the work which is hereunder agreed to be done by the COMMISSION shall cease and not be resumed within sixty (60) days, or such extended period as is mutually agreed upon, the parties hereto, if not then agreed, will agree upon and will perform such work as is reasonably necessary to place the right of way, tracks, and other facilities of the RAILWAY in a satisfactory, permanent operating condition, and the PUBLIC AUTHORITIES will assume and pay the cost thereof; provided that the aforesaid sixty (60) day limitation shall not apply to the temporary suspension of work under Order of any governmental agency or court, in which event the work shall be resumed and completed as soon as possible in accordance with the terms of this Agreement.

SECTION 18: In the event delays or difficulties occur before the commencement of physical operations hereunder which, in the opinion of the COMMISSION, render it impracticable to proceed with the construction of the PROJECT, the COMMISSION may serve written notice thereof upon the RAILWAY, and this Agreement shall thereupon terminate forthwith.

SECTION 19: When the work of construction of this PROJECT has been completed, the RAILWAY, at its sole cost and expense, will maintain, repair, replace and renew its tracks, ties and ballast and will repair or replace or caused to be repaired or replaced, any portion of the highway underpass structures, the retaining walls, the roadway surfacing, the roadway slopes, and the drainage facilities which may be damaged or destroyed by accident or otherwise resulting solely from railroad traffic, and will repair or replace or cause to be repaired or replaced, any portion of S25 of 82122L which may be damaged or destroyed by accident or otherwise resulting solely from RAILWAY vehicular traffic.

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S25 of 82122L

The COMMISSION, without cost to the RAILWAY and in accordance with this Agreement, will maintain, repair, replace and renew, or cause same to be done, as and when the circumstances may require, said structures X03 of 82122L, S25 of 82122L and retaining walls, the roadway surfacing of S25 of 82122L and the Freeway, the roadway slopes and the drainage facilities, and also, at its sole cost and expense, will repair or replace, or cause to be repaired or replaced, any portion of said structures, the retaining walls, the roadway surfacing, the roadway slopes, and the drainage facilities, which may be damaged or destroyed by accident or otherwise resulting from Freeway traffic.

SECTION 20: Either the COMMISSION, the BOARD, the CITY or the RAILWAY may now, or at any time hereafter, and from time to time, at its own option, and at its sole cost and expense, construct or provide additional facilities and betterments to this PROJECT, together with the necessary construction and expenditures to adapt the same to the new physical conditions occasioned by such additional facilities and betterments. It is agreed that such construction shall not be undertaken by either the COMMISSION, the BOARD, the CITY, or the RAILWAY without full approval by and consent of the other parties insofar as their respective interests are involved.

SECTION 21: It is anticipated that the PROJECT is to be financed in part 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.

SECTION 22: (a) In connection with the performance of work, under this Agreement, the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the provisions of the State of Michigan "Non-Discrimination Clause for All State Contracts ", as set forth in Appendix "A", attached hereto and made a part hereof.

(b) The parties hereto covenant not to discriminate against any employee or applicant for employment to be employed in the performance of

this Agreement with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his age or sex except where based on a bona fide occupational qualification, or because of this race, color, religion, national origin or ancestry and to require a similar covenant on the part of any subcontractor employed in the performance of this Agreement.

The parties hereto also agree to carry out and be subject to the provisions of Addendum 1, entitled, "Affirmative Action Program", attached hereto and made a part hereof.

(c) During the performance of this Agreement, the parties hereto, for themselves, their assignees, and successors in interest (hereinafter in Appendix "B" referred to as the "contractor") agree to comply with the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B" attached hereto and made a part hereof.

SECTION 23: The resolution of the State Administrative Board, dated October 17, 1967, entitled "Highway Department Construction and Maintenance Contracts", as set forth in Appendix "C" is hereby made a part hereof.

SECTION 24: It is specifically understood and agreed that this Agreement shall become and be binding on 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, the Administrative Board of the State of Michigan has approved this PROJECT and this Agreement and has authorized the COMMISSION to proceed therewith, the BOARD has, by resolution, approved this PROJECT and this Agreement and has authorized the execution hereof, and the Common Council of the CITY has, by resolution, approved the PROJECT and this Agreement and has authorized the Commissioner of Public Works to execute this Agreement on behalf of the

CITY, and a certified copy of each resolution is attached hereto and made a part hereof.

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

Approved for the MICHIGAN STATE HIGHWAY COMMISSION, THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, the CITY OF DETROIT, and THE CHESAPEAKE AND OHIO RAILWAY COMPANY as to substance and engineering:

MICHIGAN STATE HIGHWAY COMMISSION

MICHIGAN STATE HIGHWAY COMMISSION

By [Signature]
Assistant to Chief
Bureau of Engineering

By [Signature]
DEPUTY DIRECTOR - CHIEF ENGINEER

BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE

BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE

By [Signature]
County Highway Engineer

By [Signature]
Chairman

Board of County Road Com'rs.,
Wayne County, Michigan
APPROVED
As to Form - Attorney
[Signature]
Engineer
[Signature]
Director of Finance
[Signature]
Secretary
[Signature]
Managing Director

By [Signature]
Commissioner

By [Signature]
Commissioner

CITY OF DETROIT

CITY OF DETROIT

By [Signature]
Assistant City Engineer -
Street Administrator

By [Signature]
Deputy
Commissioner of Public Works

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By [Signature]
General Manager - Chief Engineer

By [Signature]
Vice President
Operations - Maintenance

APPROVED
AUG 15 1972
MICH. STATE ADM. BOARD

Attest: [Signature]
Assistant Secretary

APPROVED
MICHIGAN PUBLIC SERVICE COMMISSION

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SEP 18 1972
[Signature]
DIRECTOR RAILROAD DIVISION

APPENDIX A

NON-DISCRIMINATION CLAUSE FOR ALL STATE CONTRACTS

(With the exception of:

1. contracts for goods or services in an amount of less than \$5,000;
2. contracts entered into with parties employing less than three employees.)

In connection with the performance of work under this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age* or sex*. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, national origin, age* or sex*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age* or sex*.
3. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section.
4. The contractor will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended, which may be in effect prior to the taking of bids for any individual state project.
5. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended.
6. In the event that the Civil Rights Commission*** finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
7. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission,** and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

* Section 3a (a), Act No. 344, Public Acts of 1965, as amended by Act No. 349, Public Acts of 1966, reads:

"It is an unfair employment practice: "(a) For any employer, because any individual is between the ages of 35 and 60, or because of the sex of any individual, to refuse to hire or otherwise to discriminate against him with respect to hire, tenure, terms, conditions of privileges of employment. Any such refusal to hire or discrimination shall not be an unfair employment practice if based on law, regulation, the requirements of any federal or state training or employment program or on a bona fide occupational qualification and except in selecting individuals for an apprentice program or an on-the-job training program intended to have a duration of more than 4 months."

** Except for those:

1. subcontracts for goods or services in any amount of less than \$5,000;
2. subcontracts entered into with parties employing less than three employees.

*** 3. The Civil Rights Commission referred to is the Michigan Civil Rights Commission.

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APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

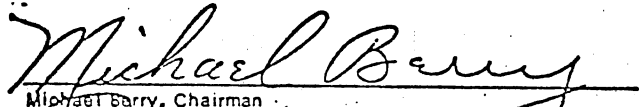
1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of State Highways or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of State Highways, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of State Highways shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of State Highways or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of State Highways to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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WAYNE COUNTY ROAD COMMISSION

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ADDENDUM 1
POLICY STATEMENT

The Wayne County Board of Road Commissioners is hereby committed to a policy of non-discriminatory practices so that no person shall, on the basis of race, color, religion, sex -- except where sex is a bona fide occupational qualification -- or national origin, be excluded from participation in any activity under the jurisdiction of the Road Commission. This policy includes non-discrimination in service to the public, employment opportunity and economic opportunity. Further, the Board is taking result-oriented steps to bring the minority representation of its employees and firms doing business with the Board up to an acceptable level reflecting the non-white population of Wayne County. The Board will make every good faith effort to bring the minority employment level of its employees and firms doing business with the Board up to 27%, excluding activities at Detroit Metropolitan Wayne County Airport where the tri-county minority representation figure of 18% will be utilized. The Board hereby reaffirms its equal employment opportunity policy in all personnel actions. The Board insures that promotion decisions will be in accord with the principles of equal-employment opportunity by imposing only valid requirements for promotional opportunities. The Board assigns overall responsibility for an affirmative action program to the Managing Director. Reporting and monitoring procedures are outlined in another section of this program.


Michael Barry, Chairman


Phillip J. Mudeck, Vice-Chairman


Freddie G. Burton, Commissioner

ADDENDUM 1

AFFIRMATIVE ACTION PROGRAM

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor shall take affirmative action to see that no employee or applicant for employment is discriminated against with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin, or ancestry, or because of his age or sex except where based on a bona fide occupational qualification.

2. The contractor shall comply with the provisions of Act No. 251, Public Acts of Michigan of 1955, as amended, and the provisions of Executive Order 11246 as its affirmative program and shall impose the same requirements on all subcontractors.

3. The contractor will furnish information required by the Wayne County Office of Human Relations concerning its affirmative action program.

4. The Wayne County Office of Human Relations shall have the authority and responsibility to investigate the contractor and all subcontractors to ensure compliance with the provisions contained herein, which shall include:

- (1) Employment policies and hiring practices.
- (2) Evaluation of employment data submitted by contractors.
- (3) Engaging in contract compliance reviews to discuss non-discriminatory employment practices and inform the contractor of his responsibility and contractual obligations to ensure equal employment opportunity.

5. After all discussions and review procedures have been followed, and compliance with the contractual obligations have not been obtained, the Office of Human Relations shall prepare in writing the facts and recommendations regarding any material breach of the contract to the Board of County Road Commissioners of the County of Wayne, Michigan (hereinafter referred to as the "Board"), for its disposition and action.

6. In the event of the contractor's noncompliance with the provisions of this Addendum, the Board shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (1) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (2) Cancellation, termination, or suspension of the contract, in whole or in part, or
- (3) Contracts may be conditioned upon a program for future compliance approved by the Board.

7. The contractor will include the provisions of paragraphs 1 through 7 in every subcontract. The contractor will take such action with respect to any subcontract as the Board may direct as a means of enforcing such provisions including sanctions for noncompliance.

8. Notwithstanding the use herein of such terms as "contract", "subcontract", "contractor" and "subcontractor", it is the intent of the parties hereto that this Addendum shall apply without reservation or limitation to the document to which it is annexed by specific reference, whether such document be identified as a contract, agreement or lease, and shall bind the person, firm or corporation named therein as the party contracting with the Board, and, further, that the words "subcontract" and "subcontractor" shall be construed to include, respectively, subleases and sublessees.

9. The contractor shall formulate and adopt an affirmative action program similar to the Board's Affirmative Action Program, dated February 24, 1972, a copy of which may be obtained at the Board's Main Office in the City-County Building, Detroit, Michigan.

STATE OF MICHIGAN
ADMINISTRATIVE BOARD
RESOLUTION OF OCTOBER 17, 1967
HIGHWAY DEPARTMENT CONSTRUCTION AND MAINTENANCE CONTRACTS

WHEREAS, pursuant to the provisions of Section 2, Act 17, Public Acts of 1925, all contracts entered into by the Michigan Department of State Highways require approval of the State Administrative Board;

WHEREAS, modification of highway construction and maintenance contracts is sometimes necessary;

WHEREAS, it is sometimes necessary for the Michigan Department of State Highways to authorize changes or extra work by contractors without obtaining specific prior approval of the State Administrative Board, in order to avoid delays and increased costs resulting from delay;

THEREFORE, BE IT RESOLVED by the State Administrative Board of the State of Michigan as follows:

1. All agreements by the Department to pay for extra or changed work on either a negotiated price or force account basis must be approved by the Administrative Board.
2. Extra or changed work calling for a different price than that specified in the contract, which may have the effect of increasing the contract price, but which cannot increase the contract price by more than \$50,000, may be authorized by the Department in advance of obtaining Board approval if and only if absolutely necessary to avoid construction delays or increased costs that would result from awaiting prior Board approval.
3. Department authorizations for extra work given prior to Board approval shall be presented to the Board for subsequent approval or disapproval as quickly as possible, but in no case more than 45 days after the extra or changed work has been authorized by the Department.
4. No payments for extra or changed work requiring Board approval shall be made until such Board approval has been obtained.
5. No extra or changed work which may cause an increase in the contract price shall be authorized by the Department prior to Administrative Board approval, unless and until the Attorney General or duly authorized Assistant Attorney General has approved the authorization as being in compliance with all legal requirements. Provided, however, that extra or changed work costing not more than \$5,000 may be authorized by the Department without prior approval of the Attorney General, if necessary to avoid construction delays or increased costs.
6. The Department shall not pay nor agree to pay any disputed claim for extra compensation for work already commenced or completed without approval of the Board.
7. No payments for overruns in contract quantities shall be made by the Department unless and until the Board has given prior approval for such payments, except that payments for overruns may be made without Administrative Board approval if such payments do not exceed the following percent of the original contract price: 5% on contracts of \$100,000 or more; 10% on contracts of \$50,000 to \$99,999; 15% on contracts of \$25,000 to \$49,999; 25% on contracts of less than \$25,000.
8. The Department shall not pay more than 90% of any amounts up to \$50,000 earned by a contractor, nor more than 95% of any amounts in excess of \$50,000 earned by a contractor on any construction or maintenance contract unless and until the project is complete, and the road has been fully and finally accepted by the Department. This paragraph shall apply to all construction and maintenance contracts for which bids were received after the effective date of this Resolution. In respect of Department-Railroad contracts, the forgoing provision of this section will require a retainage of only 5% until after final audit.

9. The Department shall assess damages against any contractor who fails to have the job open to traffic or completed by the dates specified in the contract unless the contractor has been excused for such failure by the Department. The Department may, without approval of the Administrative Board, extend the time for opening to traffic or completion of the contract because of delays due to unforeseen causes beyond the control and without the fault or negligence of the contractor, including and restricted to: acts of God, acts of the public enemy, acts of Government, acts of the State or any political subdivision thereof, fires, floods, epidemics, strikes, or extraordinary delays in delivery of materials.

No excusal or waiver of damages, except as above provided, shall be final and binding upon the State unless and until approved by the Administrative Board, except excusals and waivers granted by the Department prior to the effective date of this Resolution pursuant to applicable specifications and other contract provisions.

10. The foregoing requirements established by the Board shall be made an express part of all contracts entered into by the Department, and the Department's standard and supplemental specifications shall be amended to reflect such requirements.

11. Policy Resolution A, approved by the Administrative Board on July 17, 1956, is hereby repealed, except that all rights, causes of action, claims, proceedings and suits existing on the effective date of this Policy Resolution shall continue unaffected.

12. This Policy Resolution shall be immediately effective, both as to contracts to be entered into and contracts previously entered into by the Michigan Department of State Highways, subject to paragraph 11 of this Resolution.

13. Notwithstanding any other provision of this resolution, the Department of State Highways may, without obtaining the approval of this Board, in connection with any construction or maintenance contract, authorize one or more items of extra work on a negotiated price or force account basis, which item or items in connection with any one contract shall not exceed \$10,000 in cost with a private agency and for an amount not exceeding \$250,000.00 under any such contract with Boards of County Road Commissions, Township Boards and Municipalities of this State.

14. The Department of Highways is authorized to balance budgets for extra work recommendations or authorizations previously approved by the Board, by decreasing, in any amount, or increasing, not in excess of 15 percent, the original estimated amount without additional approval by this Board.

15. Pursuant to Act No. 92, P.A. 1971, the Highway Commission, without approval of the Board, is authorized to contract for an amount not exceeding \$5,000.00 for each contract, for toilet vault cleaning, use of licensed sanitary landfills, rental of equipment for emergency repairs and maintenance operations, curb replacement, maintenance of office equipment, installation of utility services and installation of traffic control devices and without such approval, may authorize Boards of County Road Commissioners, Township Boards and Municipalities, under contracts for the maintenance of trunk line highways, to subcontract in amounts not to exceed \$5,000.00 for each subcontract.

Department of Forwarding

For your consideration, copy of a formal agreement between the Michigan State Highway Commission, Board of Wayne County Road Commissioners, City of Detroit and the Chesapeake and Ohio Railroad Company. This agreement provides for the construction of a grade separation carrying the Chesapeake and Ohio Railroad over the Jeffries Freeway east of Evergreen.

This is part of the construction involved in building the Jeffries Freeway, which construction is authorized by the terms of an agreement entered into on February 3, 1959, between the City of Detroit, the Board of Wayne County Road Commissioners and the Department of State Highways, known as the Detroit Expressways Agreement. Funds for the construction of this structure are available by virtue of provisions of the referenced Detroit Expressways Agreement.

The Corporation Counsel has indicated his approval of this agreement as to form as indicated by the accompanying letter. The various interested City departments have indicated that they have no objections to this agreement insofar as their interests are concerned.

In view of the foregoing, we recommend that your Honorable Body approve this agreement and adopt the following resolution authorizing the Commissioner of Public Works to execute this agreement in behalf of the City of Detroit.

Respectfully submitted,
CLARENCE C. RUSSELL,
Commissioner

Approved:
W. I. STECHER,
Deputy Controller
By Councilman Rogell:

Resolved, That the formal agreement between the Michigan State Highway Commission, the Board of Wayne County Road Commissioners, the City of Detroit, and the Chesapeake & Ohio Railway Company, which provides for the construction of a grade separation carrying the Chesapeake and Ohio Railroad over the Jeffries Freeway east of Evergreen, be and the same is hereby approved; and

Be It Further Resolved, That the Commissioner of Public Works is hereby authorized and directed to execute the agreement for and in behalf of the City of Detroit.

Adopted as follows:
Yeas — Councilmen Browne, Eberhard, Hood, Levin, Rogell, Van Antwerp, and President Ravitz — 7.
Nays — None.

TRUE COPY CERTIFICATE

CITY OF DETROIT PRINTING DIVISION

MICHIGAN, } ss.

CITY CLERK'S OFFICE, DETROIT

George C. Edwards, City Clerk of the City of Detroit, in said

certify that the annexed paper is a TRUE COPY OF Communication & Resolution

of the Common Council at session of

June 27, 19 72

July 3, 19 72

in the Journal of said Common Council in the office of the City Clerk of Detroit, aforesaid; the same with the original, and the same is a correct transcript therefrom, and of the

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City, at

Detroit, this 30th day of August A. D. 19 72

George C. Edwards

CITY CLERK

RESOLUTION

Commissioner Burton moved the adoption of the following Resolution:

WHEREAS, the Board entered into a tri-party agreement with the Michigan State Highway Commission and the City of Detroit, on February 3, 1959, and March 16, 1965, for the construction of a limited access freeway, said agreement providing for the respective rights and responsibilities of the parties in the participation of the cost and construction thereof; and

WHEREAS, the Michigan State Highway Commission for and on behalf of the Board and the City of Detroit have formalized an agreement with the Chesapeake and Ohio Railway Company bearing number 72-0315 for the construction of highway underpass structures and approaches thereto, a pedestrian vehicular overpass structure, retaining walls, the placement of support pilings and foundation for the Railway's new yard office together with all Freeway drainage facilities where required in conjunction with the construction of the Jeffries Freeway within the limits set forth in the above referred agreement in the City of Detroit, County of Wayne, State of Michigan.

NOW, THEREFORE, BE IT RESOLVED that the formal agreement between the Michigan State Highway Commission, the Board of County Road Commissioners of the County of Wayne, Michigan, the City of Detroit, and the Chesapeake and Ohio Railway Company, bearing number 72-0315 for the construction of highway underpass structures and approaches thereto, a pedestrian vehicular overpass structure, retaining walls, the placement of support pilings and foundation for the Railway's new yard office together with all Freeway drainage facilities where required in

conjunction with the construction of the Jeffries Freeway within the limits set forth in the above referred agreement in the City of Detroit, County of Wayne, State of Michigan, be and the same hereby is approved; and

BE IT FURTHER RESOLVED that this Board and its/County ^{Assistant} Highway Engineer are authorized and directed to execute this agreement in accordance with the statutes in such case made and provided.

The Motion was supported by Commissioner Neudeck

and carried by the following vote:

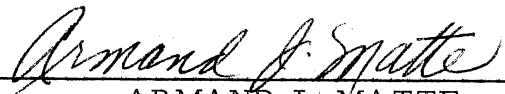
A YES: Commissioners Neudeck and Burton.

NAYS: None.

CERTIFICATION

I, ARMAND J. MATTE, Acting Secretary and Clerk of the Board of County Road Commissioners of the County of Wayne, Michigan, do hereby certify that the foregoing is a true and complete copy of an excerpt from the minutes of a meeting of said Board held on the 3rd day of August A.D., 1972, as appears of record in the office of said Board; that I have compared it with the original and it is a true transcript therefrom.

IN TESTIMONY WHEREOF, I have hereunto set my hand at Detroit this 3rd day of August A.D., 1972.



ARMAND J. MATTE

Acting Secretary and Clerk of the Board

APPROVED
as to form



Legal Division

CMS:eg
8-1-72

SUPPLEMENTAL SPECIFICATIONS

SPECIAL PROVISIONS

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

1. To cooperate with public utility, railroad and other organizations having occasion to carry on their usual work within the limits of the Project, or doing work on and in connection with the Project.
2. To conduct his work in such a manner that the construction of the grade separation structures X03 of 82122L, S25 of 82122L and retaining walls shall be executed without damage and, insofar as is possible, without delay to the trains of The Chesapeake and Ohio Railway Company, hereinafter referred to as the Railway Company. The Contractor will observe such reasonable restrictions as the Chief Engineer of the Railway Company, or his representative on the ground, acting through the engineer of the Highway Commission, may impose for the safety and dispatch of persons and property of, or in care of, the Railway Company, and for the safe and expeditious operation of its trains.
3. To avoid unnecessary use of railroad property without written permission of the Railway Company and to leave railroad roadbed and property in a condition acceptable to the Chief Engineer of the Railway Company.
4. To carry the following insurance, in a form, and with an insurer or insurers, acceptable to the Highway Commission, the Board of County Road Commissioners of the County of Wayne, the City of Detroit, and The Chesapeake and Ohio Railway Company, One Northland Plaza, Room 207, 20755 Greenfield Road, Southfield, Michigan - 48075.
 - a. Workmen's Compensation Insurance.

X03 of 82122L
S25 of 82122L

b. Contractor's Public Liability and Property Damage Liability Insurance.

The Contractor shall furnish to the Highway Commission and to the Railway Company 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 Two Hundred Thousand Dollars (\$200,000.00) 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 Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence, and standard Contractor's Property Damage Liability Insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of injury to, or destruction of, property in any one occurrence, and subject to that limit per occurrence, an aggregate limit of Two Hundred Thousand Dollars (\$200,000.00) for all damages arising out of injury to, or destruction of, property during the policy period.

The Contractor's Property Damage Liability Insurance shall include coverage for the following items:

- (1) Underground damage to facilities due to drilling and excavating with mechanical equipment in streets and highways.
- (2) Collapse or structural injury to structures due to blasting or explosions, excavating, grading, tunneling, pile driving or cofferdam work.

If any part of the work is sublet, similar insurance with like amounts of coverage shall be provided by or in behalf of the subcontractors to cover their operations.

liability of insurance required under the Contractor's Public Liability and Property Damage Liability Insurance as set forth in subparagraph b. above.

- e. Railroad's Protective Public Liability and Protective Property Damage Liability Insurance in behalf of The Chesapeake and Ohio Railway Company as named insured.

The Contractor shall furnish to the Highway Commission and to the Railway Company 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 Chesapeake and Ohio Railway Company standard Railroad's Protective Public Liability Insurance providing for limits of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) for each individual and One Million Dollars (\$1,000,000.00) for each occurrence with respect to bodily injury or death; and standard Railroad's Protective Property Damage Liability Insurance providing for limits of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence with an aggregate of One Million Dollars (\$1,000,000.00) for the term of the policy with respect to property damage and physical damage to property. Said Railroad Protective Insurance shall conform to the Form prescribed therefor in Policy and Procedure Memorandum No. 20-12 of the Federal Highway Administration (FHWA), effective June 30, 1967, and amendments thereto of the FHWA. Copies of said Form may be obtained from the Contracts Section, Michigan Department of State Highways, State Highways Building, Drawer K, Lansing, Michigan - 48904.

f. 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 Commission. Each policy shall be provided with the following endorsement:

"It is hereby agreed that 30 days prior written notice of cancellation, expiration, termination, or reduction of coverage provided by this policy will be given to the Michigan Department of State Highways, to the Board of County Road Commissioners of the County of Wayne, to the City of Detroit, and to The Chesapeake and Ohio Railway Company, One Northland Plaza, Room 207, 20755 Greenfield Road, Southfield, Michigan - 48075.

If any of the insurance is cancelled, the Contractor and all subcontractors shall cease operations on the date of cancellation and shall not resume operations until new insurance is in force. 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 by the various unit prices bid.

5. To pay the Railway Company the cost of switchtenders, flagmen, telegraph operators, conductors, pilots, inspectors, watchmen, and other protective services and devices furnished by the Railway Company and made necessary, in the judgment of the Chief Engineer of the Railway Company, because of any of the Contractor's operations over,

promptly. Before final payment is made by the Highway Commission to the Contractor, he shall submit satisfactory evidence that he has paid the Railway Company for protection services and devices furnished. The Railway Company's current rates and charges that would enter into the flagging costs are as follows:

	<u>Section Foreman</u>	<u>Sectionman</u>
Hourly rate	\$4.3854	\$3.6464
Labor Additives	<u>1.2836</u>	<u>1.0673</u>
* Hourly rate plus additives	\$5.6690	\$4.7137

Time and one-half hourly rate * plus additives is allowed after 8 hours and on Saturdays and Sundays. Two and one-half times the hourly rate * is allowed on holidays.

Conductor - Pilot daily rate	\$35.64
Additives	<u>9.35</u>
**Daily rate plus additives	\$44.99

**Minimum 8 hours per regular day or fraction thereof. After 8 hour day or on Saturdays and Sundays one and one-half times hourly rate is allowed. On holidays two and one-half times hourly rate is allowed.

- d. Protection costs will be charged by the Railway Company in accordance with the working agreements between the Railway Company and its employees. Such costs shall include the actual costs of wages paid, including unemployment, retirement, vacation allowance and other payroll taxes, surcharges, overhead, insurance and other standard and legal costs incidental thereto.
- e. The Contractor shall consult with the proper operating and engineering representatives of the Railway Company to determine the type and costs of protection required to insure safety and continuity of railroad traffic incidental to the particular methods and equipment to be used for the work, and shall satisfy himself as to the provisions of the several working agreements between the Railway Company and its employees, insofar as these agreements may affect the cost of protection chargeable to him.
- f. Protection of railroad traffic might include, but not be limited to, the following:
- (1) Flagman service to protect men and equipment while work is being performed within prescribed clearances or above tracks, while construction plant, equipment or materials are being moved across tracks, and while workmen are required to cross continuously back and forth over tracks in the performance of their work.
 - (2) Providing shanty for flagman's use, including the installation of dispatcher's telephone.
 - (3) Installation and maintenance of slow boards and lamps.
 - (4) Switchtenders and/or operators as required for temporary railroad operation.
- g. No provision of these Supplemental Specifications, nor approval

by the Railway Company as to construction operations, shall relieve the Contractor of any responsibility or liability whatsoever.

6. To pay the Railway Company or owning company for any changes to railroad property, facilities, or to wire and pipe lines, required for the Contractor's convenience, other than as shown on the Plans for the Project. In the event that the Contractor shall require a temporary crossing of railroad tracks, he shall give at least six weeks advance notice to the Railway Company of such need. It shall be the responsibility of the Contractor to determine and comply with the requirements of the Railway Company covering the location, installation, protection, maintenance, use and removal of such temporary crossing. The Contractor shall bear all costs and expenses incidental thereto, including, but not limited to, the costs of installation, protection, maintenance and removal of such temporary crossing, contractual liability insurance thereon, and incidental work such as drainage facilities and removal, alteration and replacement of railroad fences.

7. To conduct his operations both on and off Railway Company right of way so that no earth, mud, silt or other foreign matter will be allowed to foul railroad track ballast. In order to accomplish this, it may be necessary for the Contractor to construct temporary earth dikes, sheeting or tie cribbing or other precaution taken by him to prevent the fouling of railroad track ballast.

Where, in the opinion of the Railway Company, demolition work, concreting or hauling along, over or across tracks will result in ballast becoming fouled, the Contractor shall take preventive measures to protect the entire ballast section by nailing canvas, plywood or similar material to the ties in the entire area likely to be affected, the protective material remaining in place until there is no further possibility of

fouling the ballast, and then removed by the Contractor.

These protective measures shall be performed by, and at the expense of, the Contractor and under the supervision of, and to the satisfaction of, the Chief Engineer of the Railway Company or his authorized representative, but the Railway Company assumes no responsibility for the adequacy thereof.

However, in addition to the aforementioned protective measures, if railroad track ballast does become fouled, the Railway Company, with its own forces, will remove the fouled ballast and replace same with clean ballast. The charges for this work will be billed by the Railway Company against the Contractor.

Approved for the Michigan State Highway Commission, the Board of County Road Commissioners of the County of Wayne, the City of Detroit and The Chesapeake and Ohio Railway Company as to substance and engineering:

MICHIGAN STATE HIGHWAY COMMISSION

By

M. E. Munn
Assistant to Chief
Bureau of Engineering

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF WAYNE

By

P. W. Johnson
Asst. County Highway Engineer

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By

J. T. Collinson
General Manager - Chief Engineer

CITY OF DETROIT

By

R. R. Hicks
Assistant City Engineer -
Street Administrator

APPROVED
AS TO FORM
KBN

PROPOSED WYE TRACK AND PEDESTRIAN-VEHICULAR
HIGHWAY UNDERPASS STRUCTURES OVER I-96 FREEWAY
IN C&O'S OAK YARD, EAST OF EVERGREEN ROAD,
DETROIT, MICHIGAN

TRACK DEPARTMENT

Construction Engineering - including additives	\$20,000.
Insurance*	<u>2,100.</u>
Total	\$22,100.

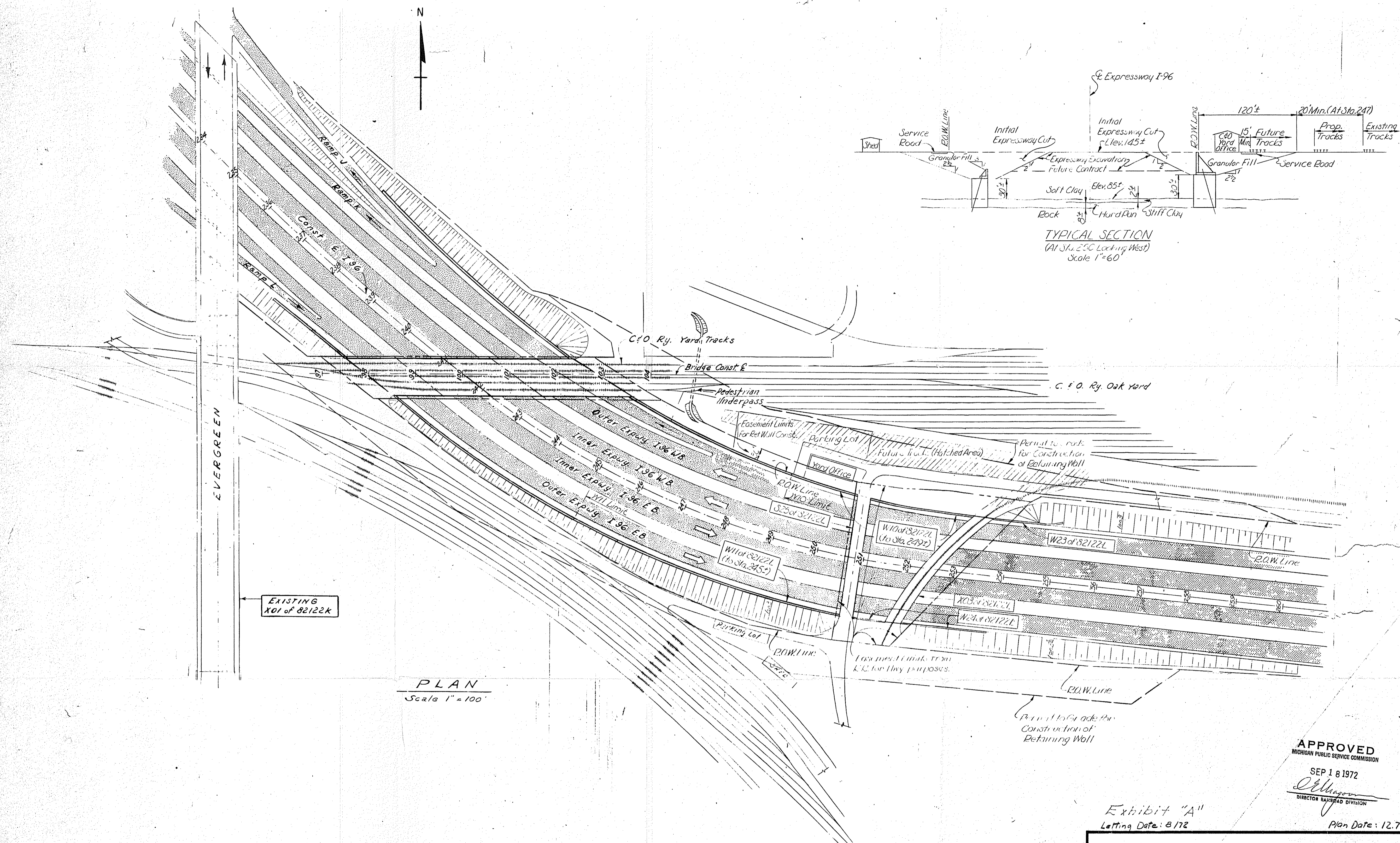
*INSURANCE: PPM 30-3, Paragraph 9e(1)

Coverages:

Public Liability)	SINGLE LIMIT
Property Damage)	\$1,000,000.
Employers Liability)	
Construction Engineering -	\$20,000 @ \$10 per \$100 - \$2,000.

Owner's Protective Public Liability and Protective Property Damage Liability Insurance	<u>\$ 100.</u>
Insurance Total	\$2,100.

Office of Division Engineer
Detroit, Michigan
August 10, 1971



EVERGREEN

EXISTING
X01 of 82122K

PLAN
Scale 1" = 100'

TYPICAL SECTION
(At Sta. 250 Looking West)
Scale 1" = 60'

APPROVED
MICHIGAN PUBLIC SERVICE COMMISSION
SEP 18 1972
D. Thompson
DIRECTOR HIGHWAY DIVISION

Exhibit "A"
Letting Date: 8/72

Plan Date: 12.7.71

MICHIGAN DEPARTMENT OF STATE HIGHWAYS
C. & O. RY. OVER I-96 IN THE CITY OF DETROIT 0.1 MI. EAST OF EVERGREEN

GENERAL PLAN OF PROJECT
PRELIMINARY PLAN B

REVISIONS			
NO.	DESCRIPTION	DATE	BY

APPROVED: *Lawrence C. Chick* 11/71
ASST. DESIGN SUPERVISING ENGINEER
APPROVED: *J.C. Trakan* 11/71
DESIGN SUPERVISING ENGINEER

SQUAD BOSS	<i>A. Lani</i>	12.7.71
DRAWN BY	<i>Coster</i>	5-24-71
CHECKED BY	<i>R.N.</i>	5-26-71
SHEET 1 OF 1		
W10, W11, W23 & W24 of 82122L X03 & S25 of 82122L		

CURVE DATA R.R. SURVEY &	
Δ = 72°03'00" RL	D = 9°01'00"
D = 9°01'00"	R = 635.44'
R = 635.44'	T = 462.80'
T = 462.80'	L = 800.00'
L = 800.00'	E = 150.67'
E = 150.67'	PCC = 14+67.12
PCC = 14+67.12	PI = 19+29.92
PI = 19+29.92	PCC = 22+67.12

CURVE DATA I-96 CONST. &	
Δ = 30°13'20" LL	D = 3°00'00" Arc
D = 3°00'00" Arc	R = 1909.86'
R = 1909.86'	T = 515.72'
T = 515.72'	L = 1007.41'
L = 1007.41'	E = 68.40'
E = 68.40'	PCC = 241+89.19
PCC = 241+89.19	PI = 247+04.91
PI = 247+04.91	PCC = 251+96.60
PCC = 251+96.60	Supan = 0.0474

CURVE DATA R.R. CONST. &	
Δ = 28°51'20" RL	D = 9°06'07"
D = 9°06'07"	R = 636.48'
R = 636.48'	T = 163.75'
T = 163.75'	L = 320.55'
L = 320.55'	E = 20.73'
E = 20.73'	PCC = 22+67.12
PCC = 22+67.12	PI = 24+30.57
PI = 24+30.57	PT = 25+87.67

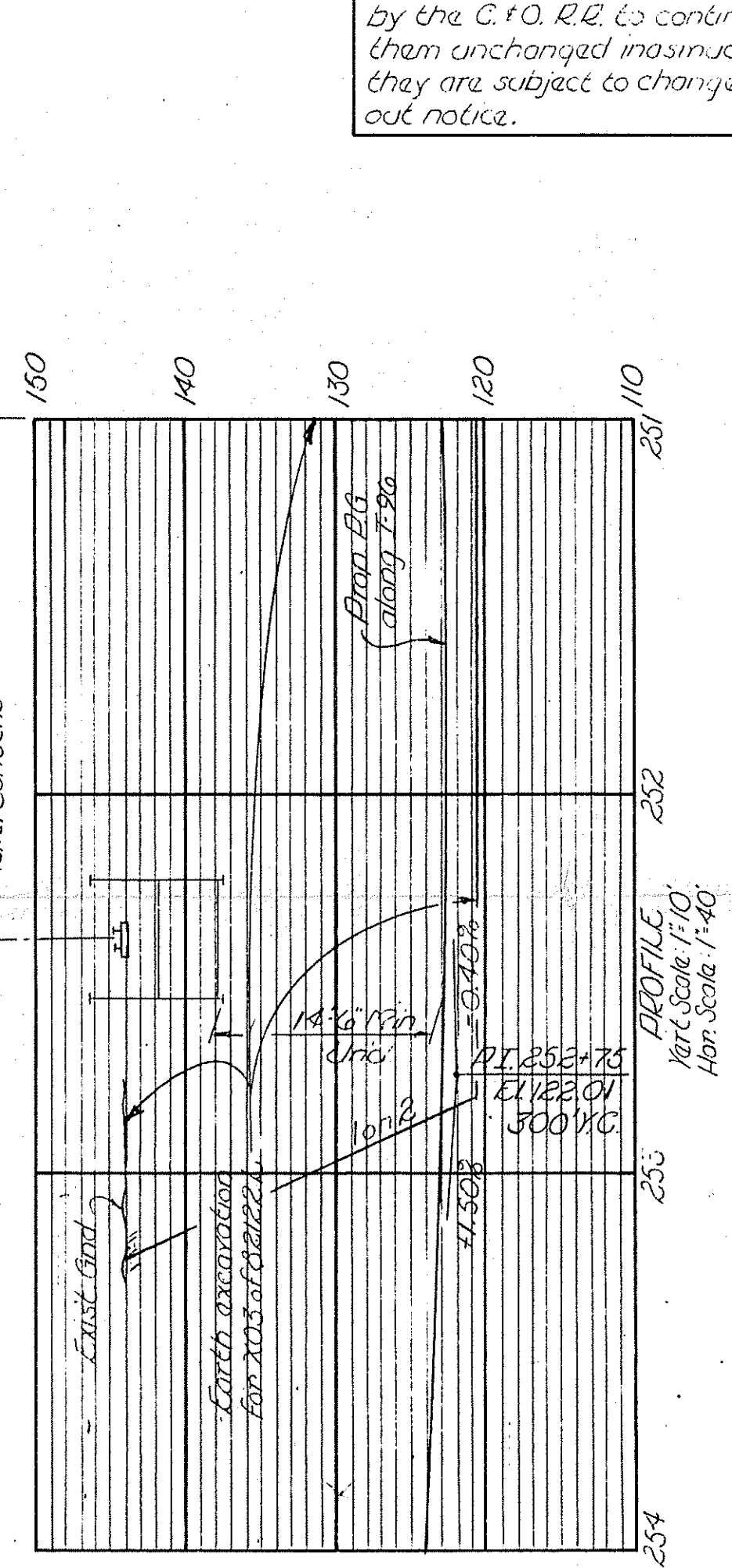
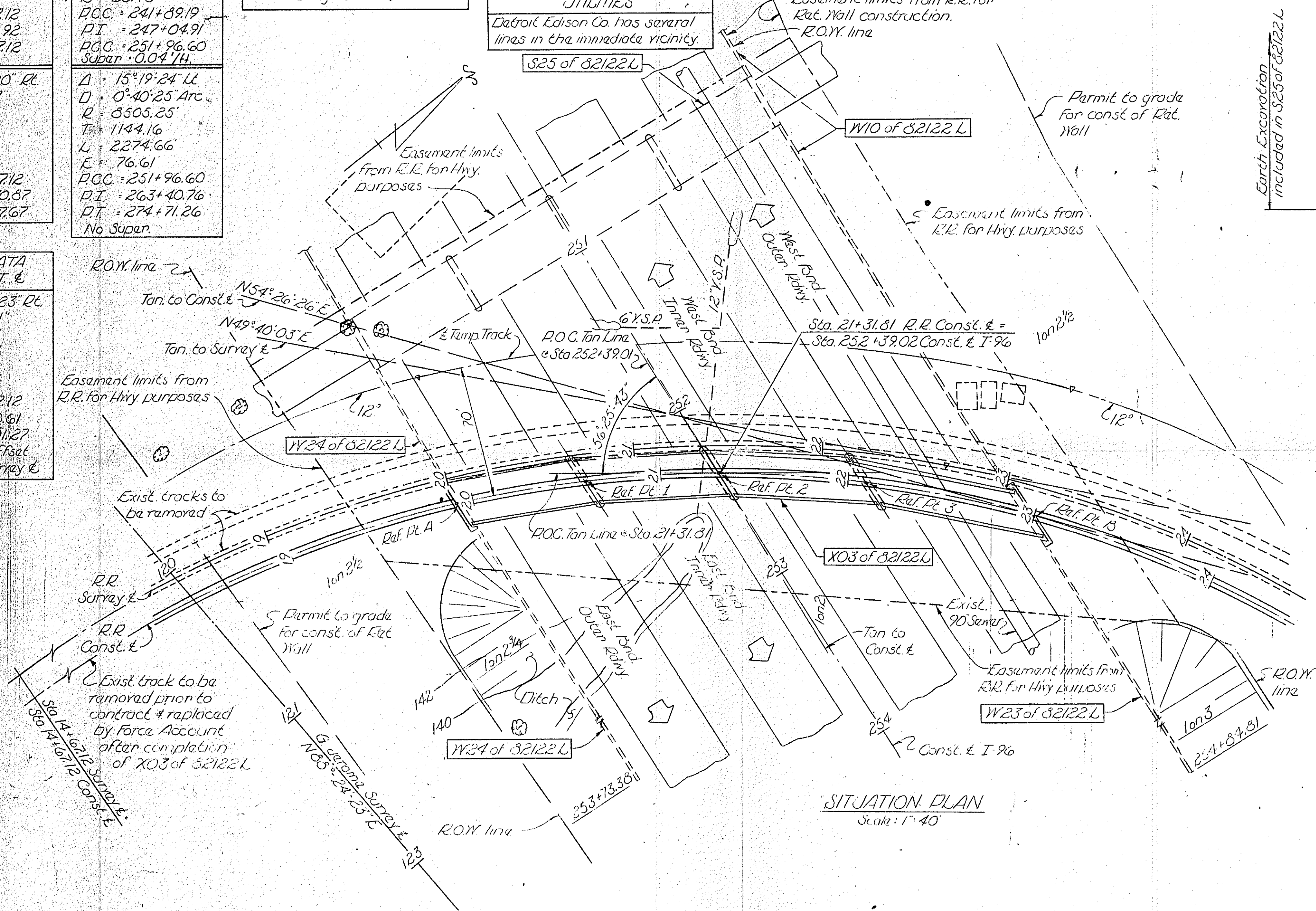
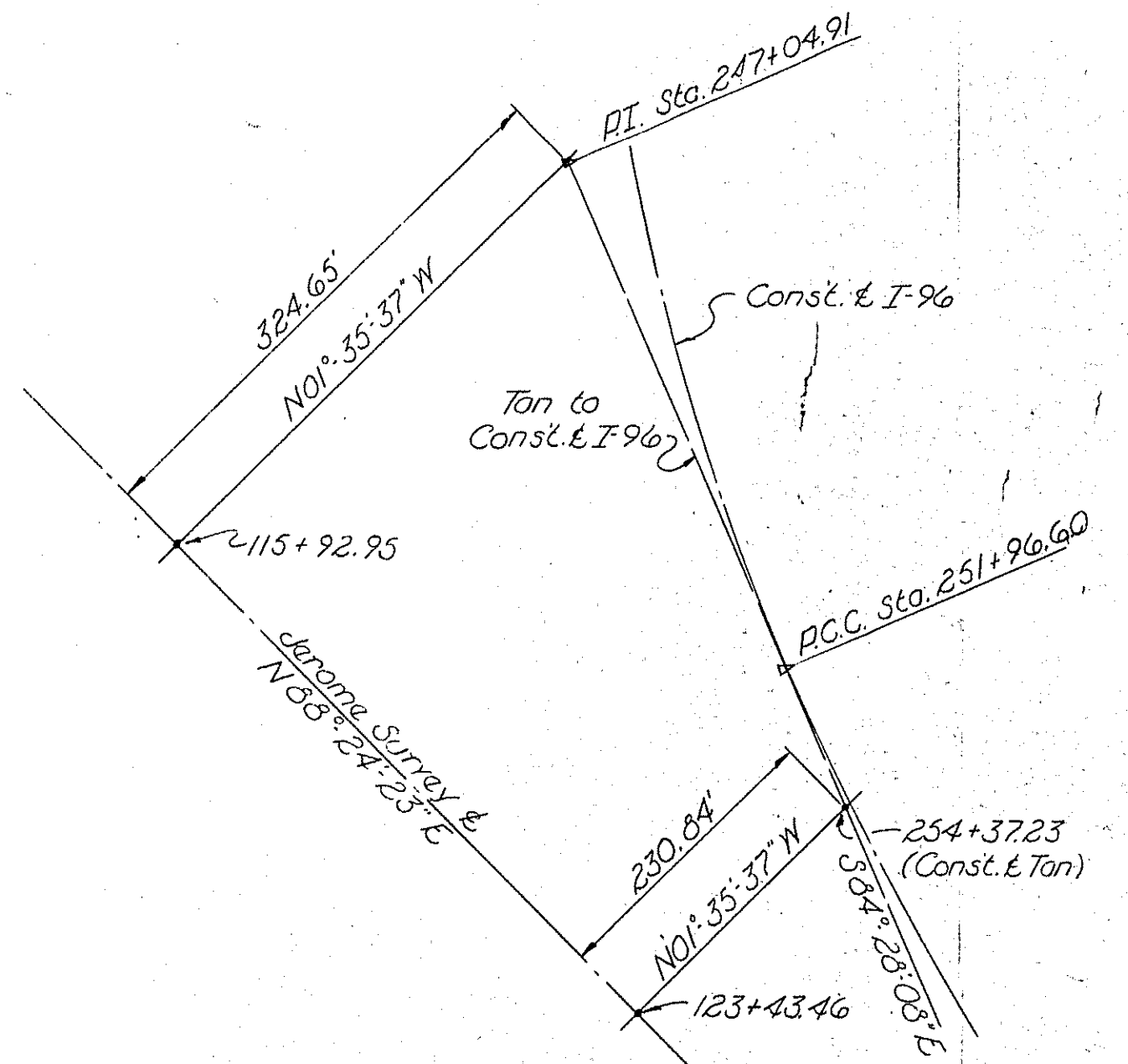
CURVE DATA R.R. CONST. &	
Δ = 76°54'23" RL	D = 9°13'11"
D = 9°13'11"	R = 621.45'
R = 621.45'	T = 493.49'
T = 493.49'	L = 834.15'
L = 834.15'	E = 172.11'
E = 172.11'	PCC = 14+67.12
PCC = 14+67.12	PI = 19+60.61
PI = 19+60.61	PCC = 23+01.27
PCC = 23+01.27	Const. & is offset 14' East of Survey &

WITNESSES TO R.R. SURVEY &			
WITNESSES TO P.C.C. STA. 14+67.12	WITNESSES TO P.I. STA. 19+29.92	WITNESSES TO P.C.C. STA. 22+67.12	WITNESSES TO P.I. STA. 24+32.25
PK. & Ref. Cap S 43° W 43.54' Chis. X in S.E. lag tower # 3459-A	No Witnessess	Bootspike No Witnessess	Bootspike No Witnessess

BENCH MARKS	
B.M. # 34-H	Elev. 141.51
Chis. "I" on culvert hdwl. 28' RL of Sta. 11+44 (R.R. Survey &)	
B.M. # 34-C	Elev. 144.41
Iron pin in conc base 297' RL of Sta. 27+17 (R.R. Survey &)	

TRAIN MOVEMENTS		
Type	Movements	Speed
Freight	14	10mph
Yard locals	4	10mph
Yard switching	10	10mph

The information concerning train movement and the speed thereof does not represent a commitment by the C.F.O. R.R. to continue them unchanged inasmuch as they are subject to change without notice.



NOTES:
The work covered by these plans includes earth excavation, construction of the proposed bridge and placing granular material to the limits shown. All other work is included in S25, W10, W23 and W24 of 82122 L plans which are a part of this contract or Road Plans which are not a part of this contract. Track removal is to be done by others and completed prior to awarding this contract.

The contractor shall locate all active underground utilities prior to starting work, and shall conduct his operations in such a manner as to insure that those utilities not requiring relocation will not be disturbed. The ground adjacent to the tracks and structure shall be graded by the contractor to provide drainage. Topography shown hereon represents conditions existing at the time the field survey was made. However, these conditions have been materially altered by the operations of others before the work has been started. Approximately 85 per cent of the cost of this structure represents a hazard to railroad operations. Temporary Run-around is not part of this contract.

APPROVED
MICHIGAN PUBLIC SERVICE COMMISSION

SEP 18 1972

Williamson
DIRECTOR RAILROAD DIVISION

Exhibit "B"
L.T.G. DATE: 8-72

PLAN DATE: 12-7-71

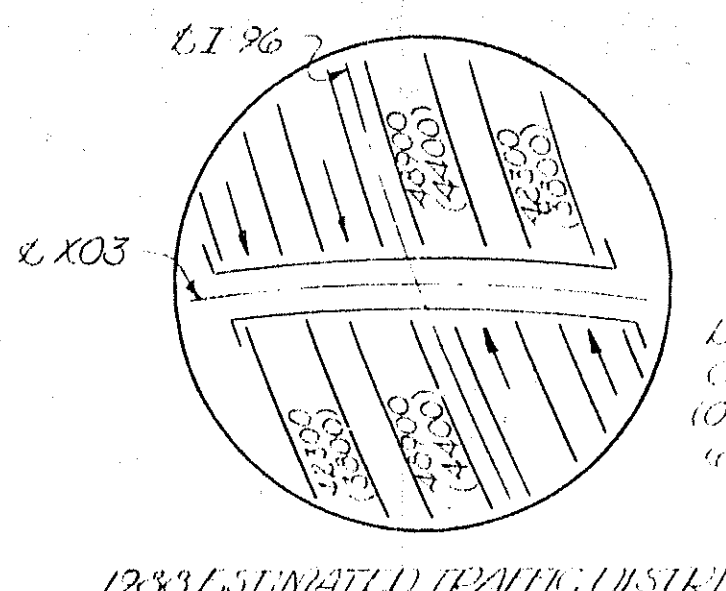
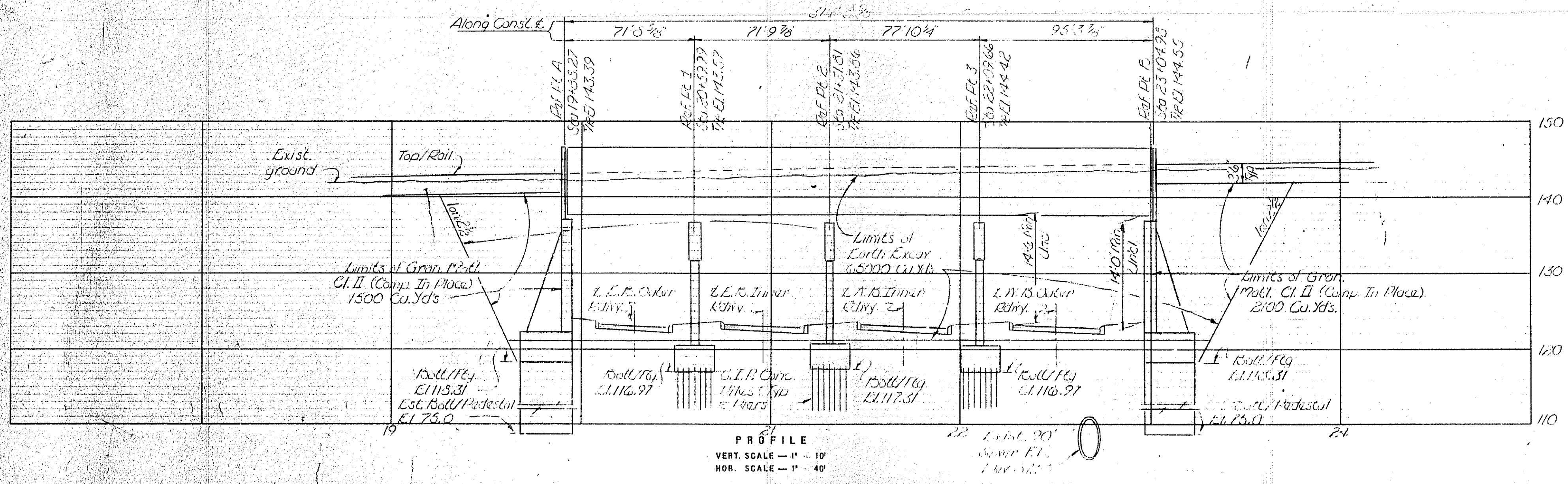
MICHIGAN DEPARTMENT OF STATE HIGHWAYS
C. & O. RAILROAD OVER I-96 0.1 MILE EAST OF EVERGREEN
IN THE CITY OF DETROIT.
GENERAL PLAN OF SITE

PRELIMINARY PLAN B

APPROVED: *James O. Check* 12-7-72
ASSISTANT SUPERVISING ENGINEER
APPROVED: *John C. Tankersley* 12-7-72
DESIGN SUPERVISING ENGINEER

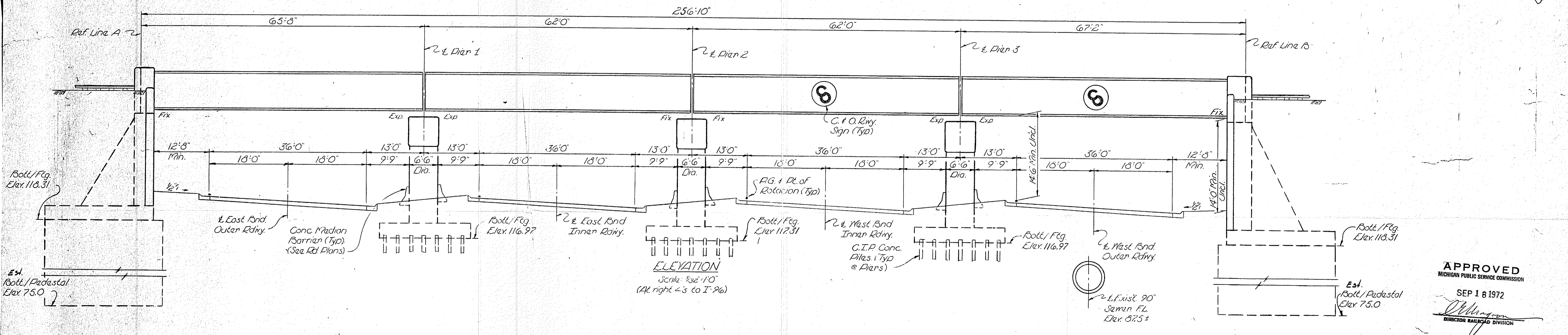
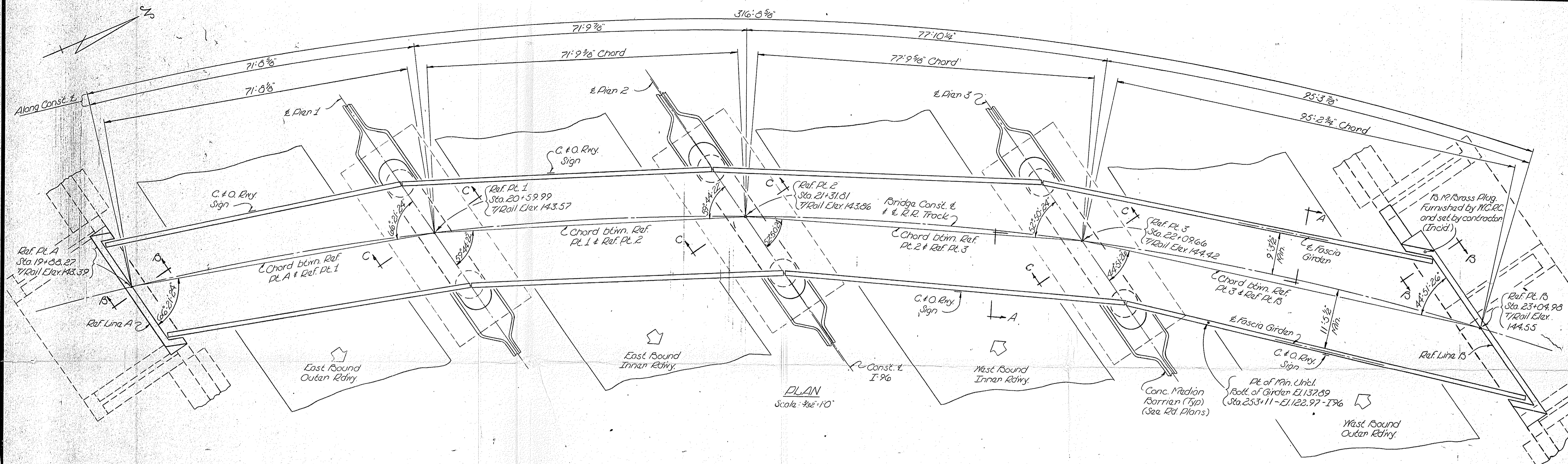
DATE	BY	REVISIONS
12-7-71	J.C.T.	1. PRELIMINARY PLAN B
12-7-71	J.C.T.	2. REVISED PLAN B

X03 of 82122 L



1983 ESTIMATED TRAFFIC DISTRIBUTION

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN B	12-7-71	J.C.T.
2	REVISED PLAN B	12-7-71	J.C.T.



APPROVED
MICHIGAN PUBLIC SERVICE COMMISSION
SEP 18 1972
William
DIRECTOR RAILROAD DIVISION

Exhibit "C" - Sheet 1

MICHIGAN DEPARTMENT OF STATE HIGHWAYS
C. & O. RAILROAD OVER I-96 0.1 MILE EAST OF EVERGREEN
IN THE CITY OF DETROIT.

GENERAL PLAN OF STRUCTURE
PRELIMINARY PLAN B

NO.	DESCRIPTION	DATE	BY

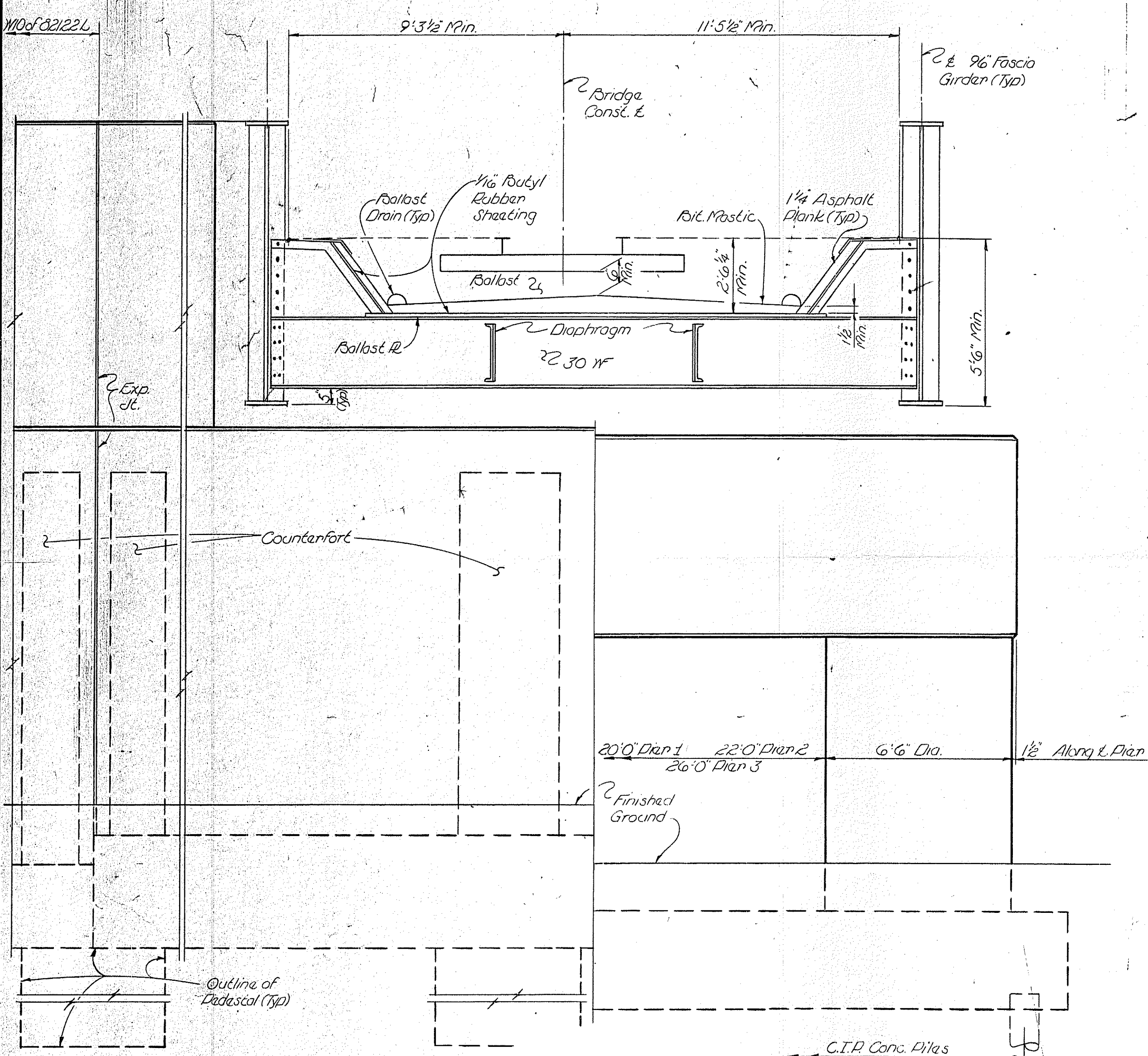
APPROVED *Lawrence O. Clark* 1-3-72
ASST. DESIGN SUPERVISING ENGINEER

APPROVED *J. C. Truhovec* 1-5-72
DESIGN SUPERVISING ENGINEER

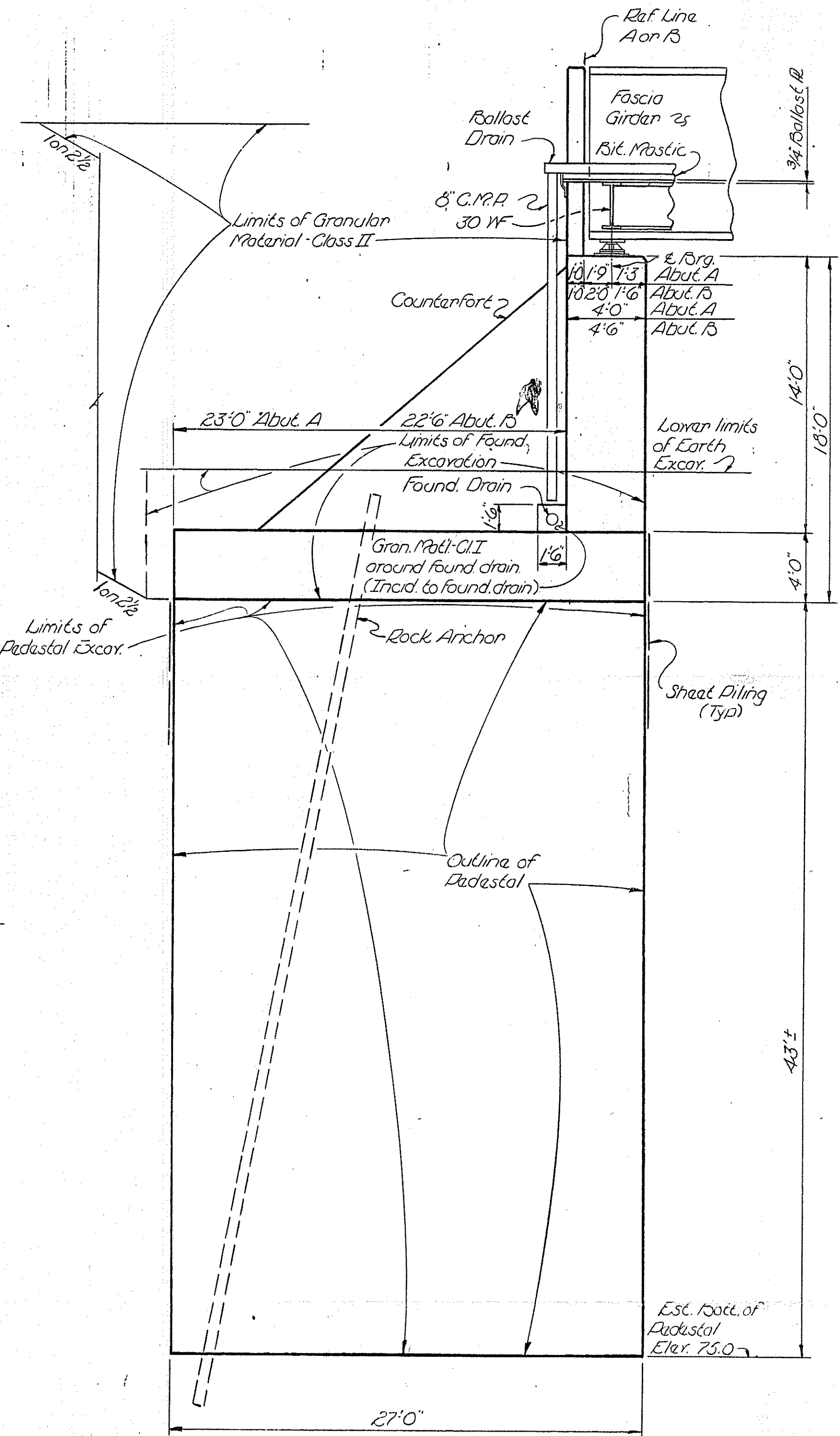
SQUAD BOSS	<i>Clark</i>	12.7.71
DRAWN BY	<i>R.A.</i>	10.22.71
CHECKED BY	<i>W. Bush</i>	12-6-71
SHEET	7	OF 5

X03 of 82122 L

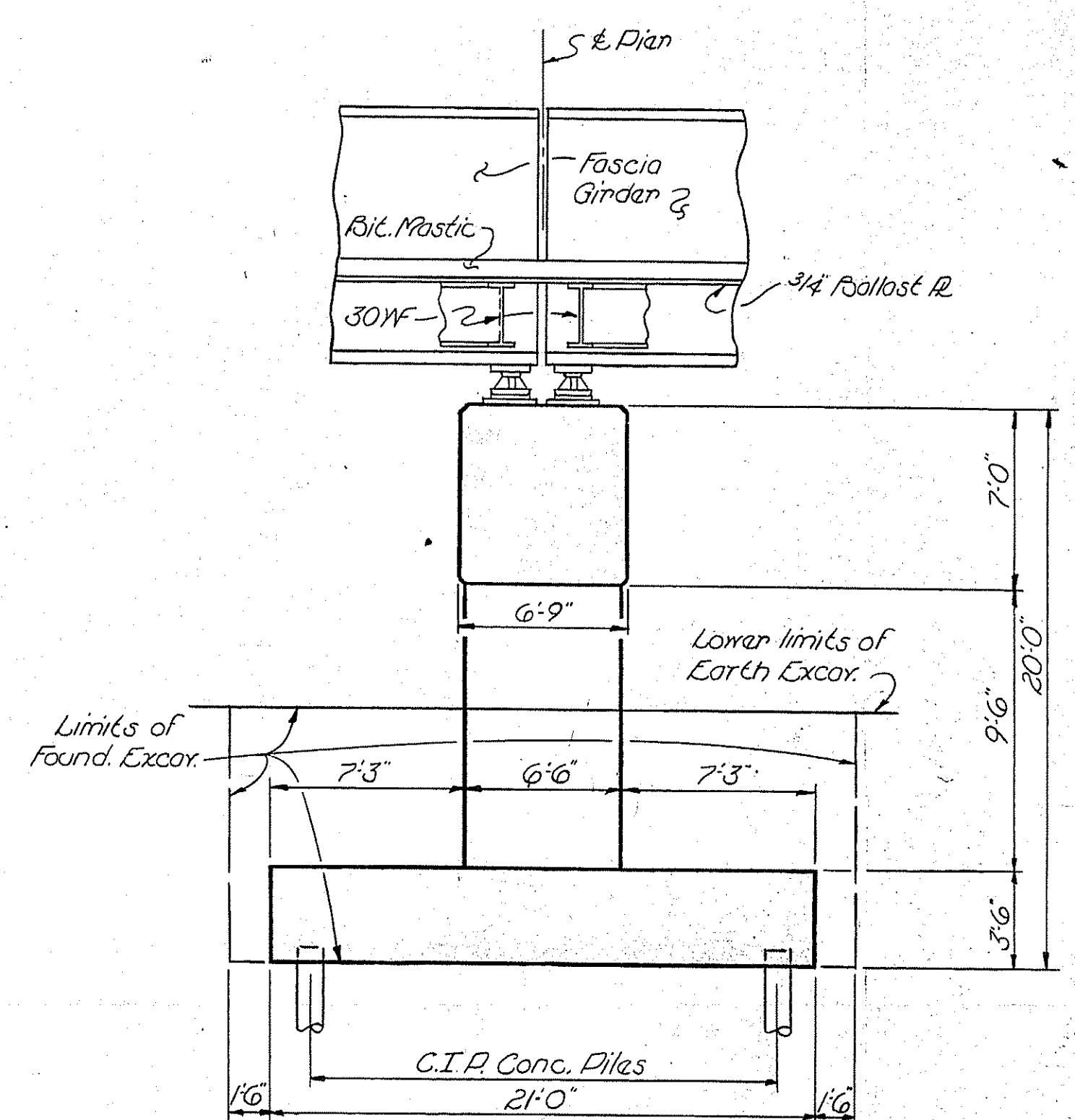
MO of 82122L



SECTION A-A
Scale: 3/8" = 1'-0"



SECTION B-B
Scale: 3/16" = 1'-0"



SECTION C-C
Scale: 3/16" = 1'-0"

NOTES:
The design of this structure is based on AREA Specifications for Steel Railway Bridges, 1970 Edition.
Loading: Coopers E80 with full diesel impact.
A588 steel is to be used on this structure.
Rock Anchors, Pedestal Excavation and Sheet Piling are included in the unit price bid for each pedestal.

APPROVED
MICHIGAN PUBLIC SERVICE COMMISSION

SEP 18 1972

W. Bush
DIRECTOR RAILROAD DIVISION

Exhibit "C" - Sheet 2

MICHIGAN DEPARTMENT OF STATE HIGHWAYS
C. & O. RAILROAD OVER 1-96 0.1 MILE EAST OF EVERGREEN
IN THE CITY OF DETROIT.

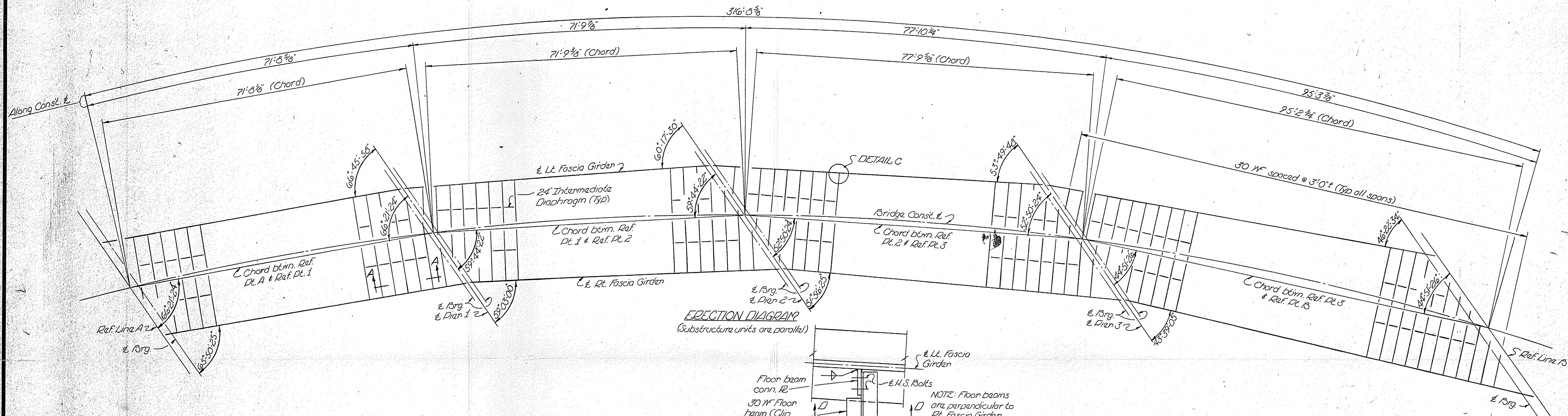
GENERAL PLAN OF STRUCTURE
PRELIMINARY PLAN B

BOUND BOSS	Jones	12-77
DRAWN BY	PCA	11-16-71
CHECKED BY	W. Bush	12-6-71
SHEET 4 OF 5		

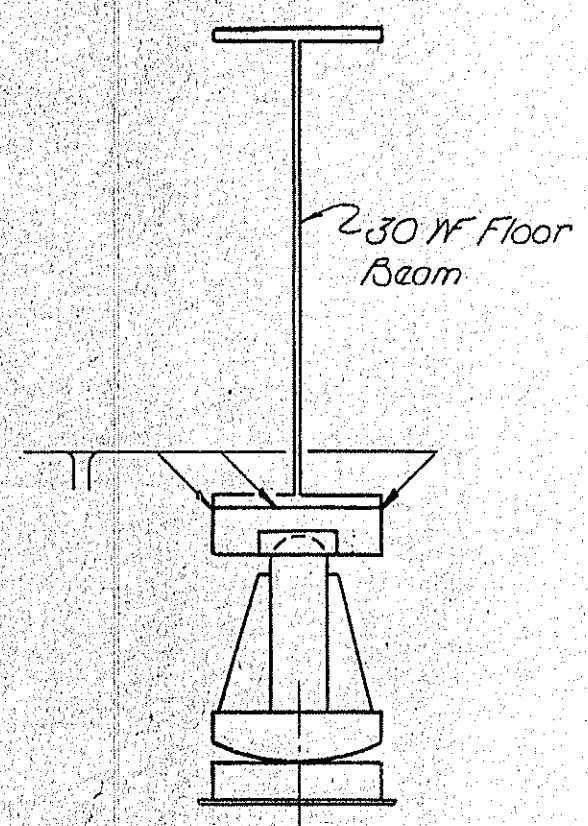
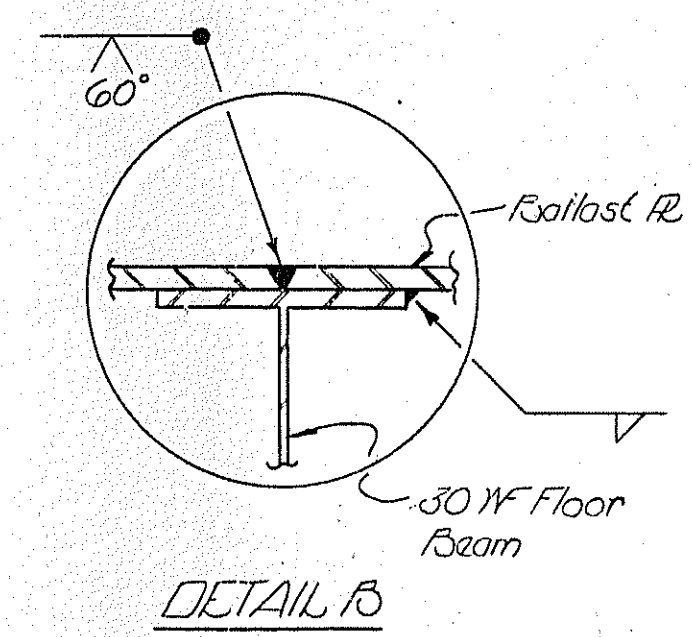
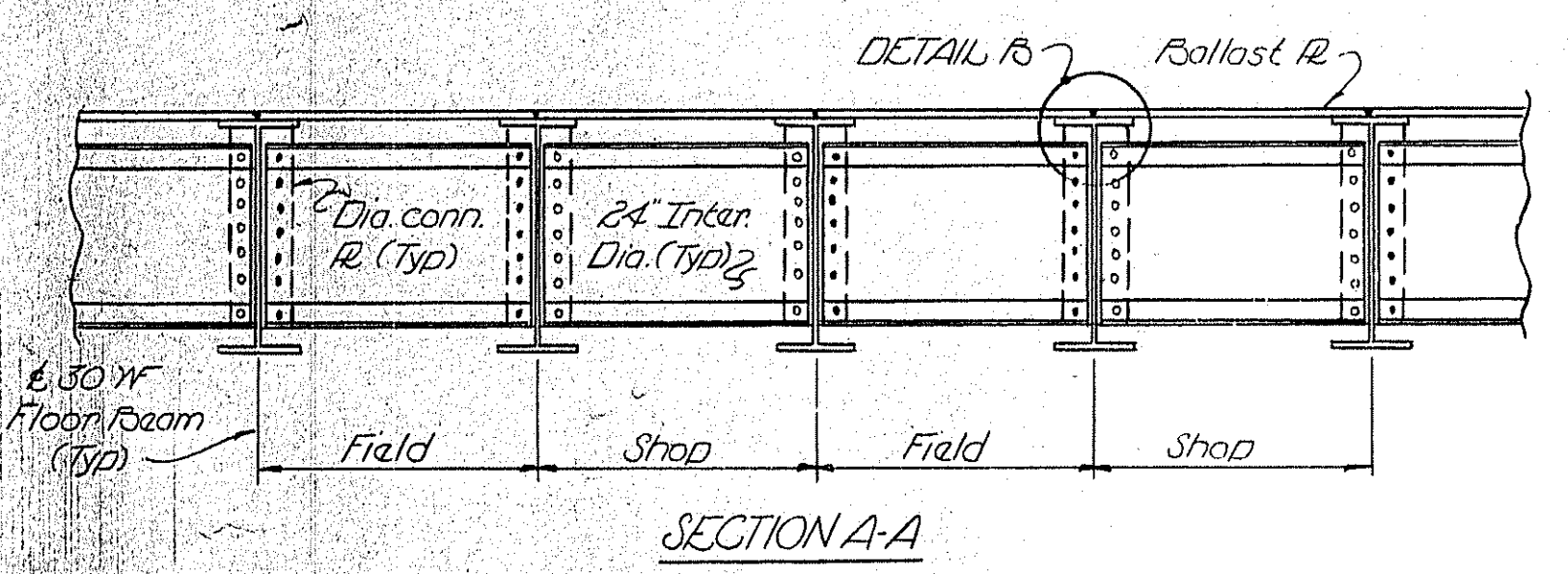
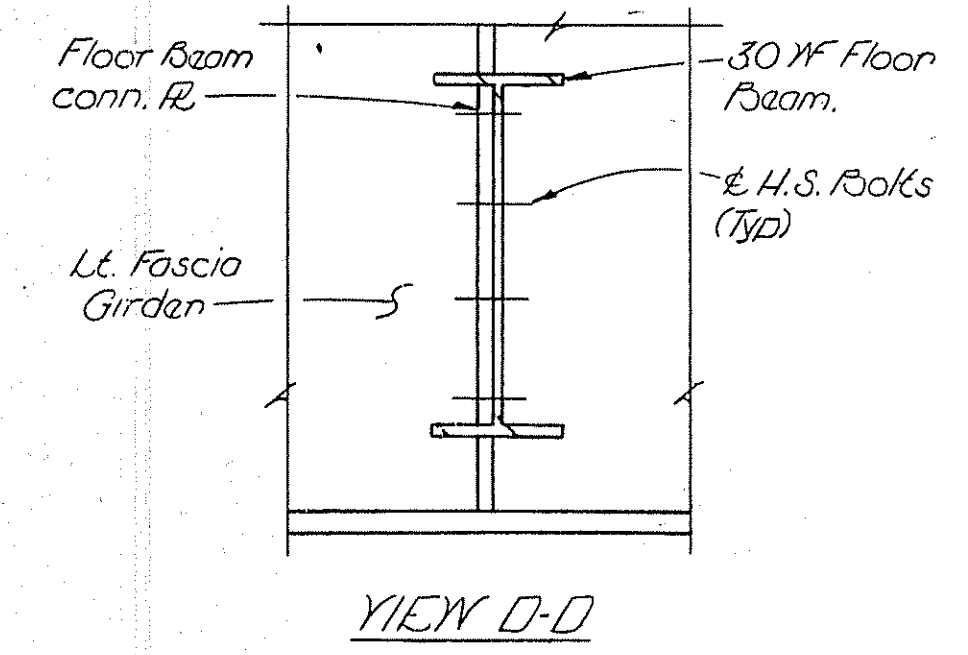
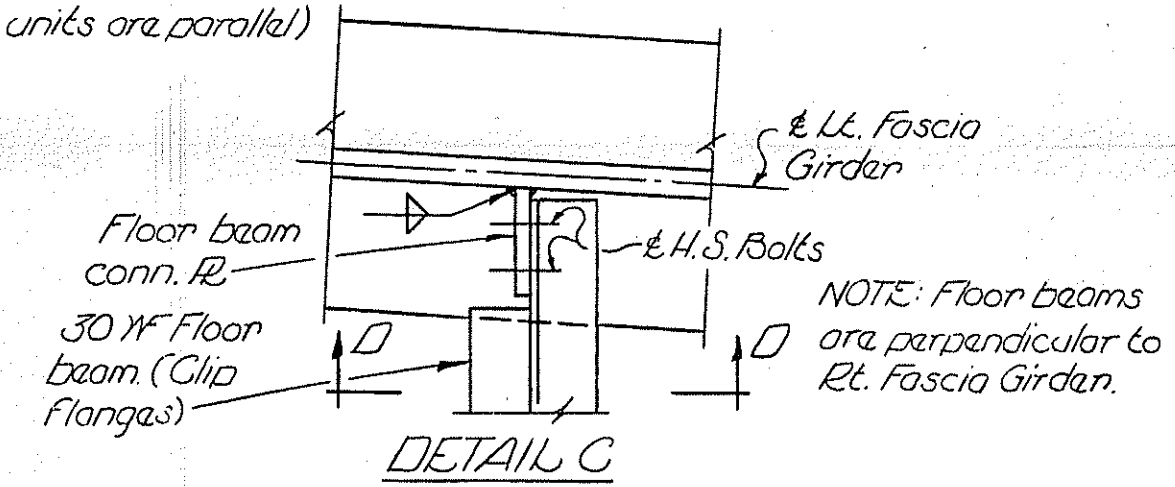
APPROVED *Lawrence O. Chick* 1-2-72
ASST. DESIGN SUPERVISING ENGINEER

APPROVED *J. C. Tucker, Jr.* 1-2-72
DESIGN SUPERVISING ENGINEER

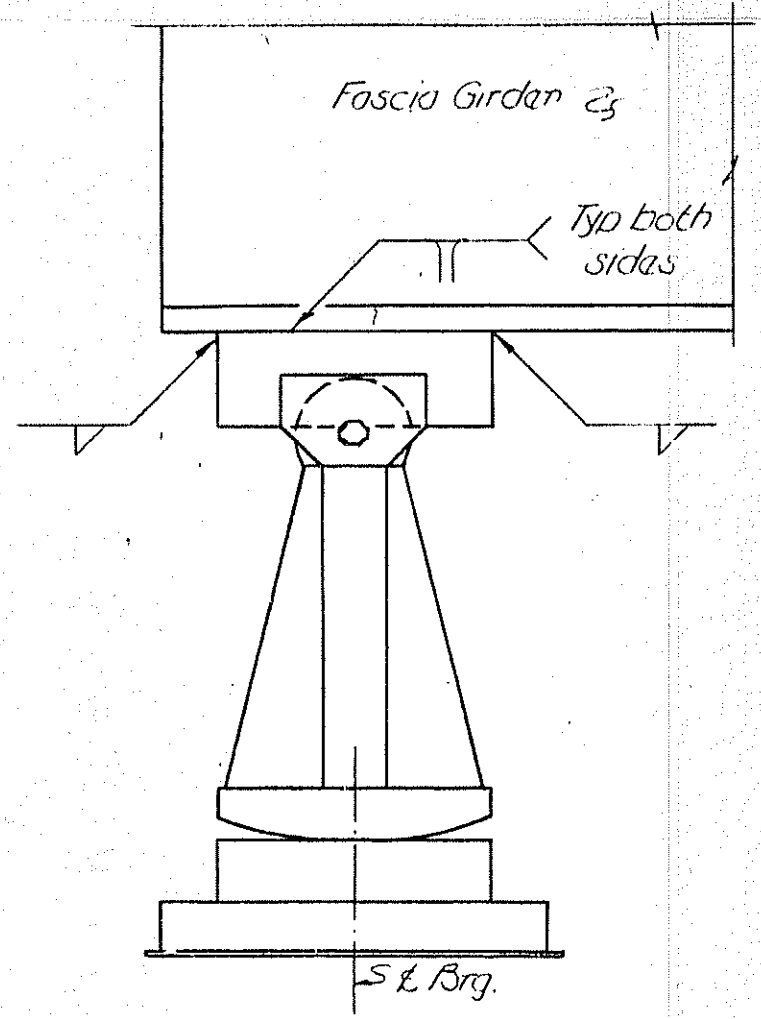
X03 of 82122 L



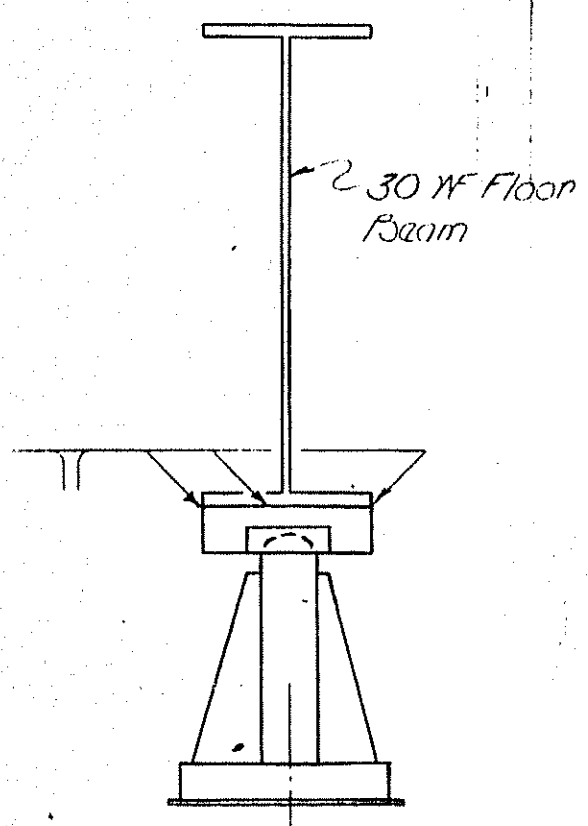
ERECTION DIAGRAM
(Substructure units are parallel)



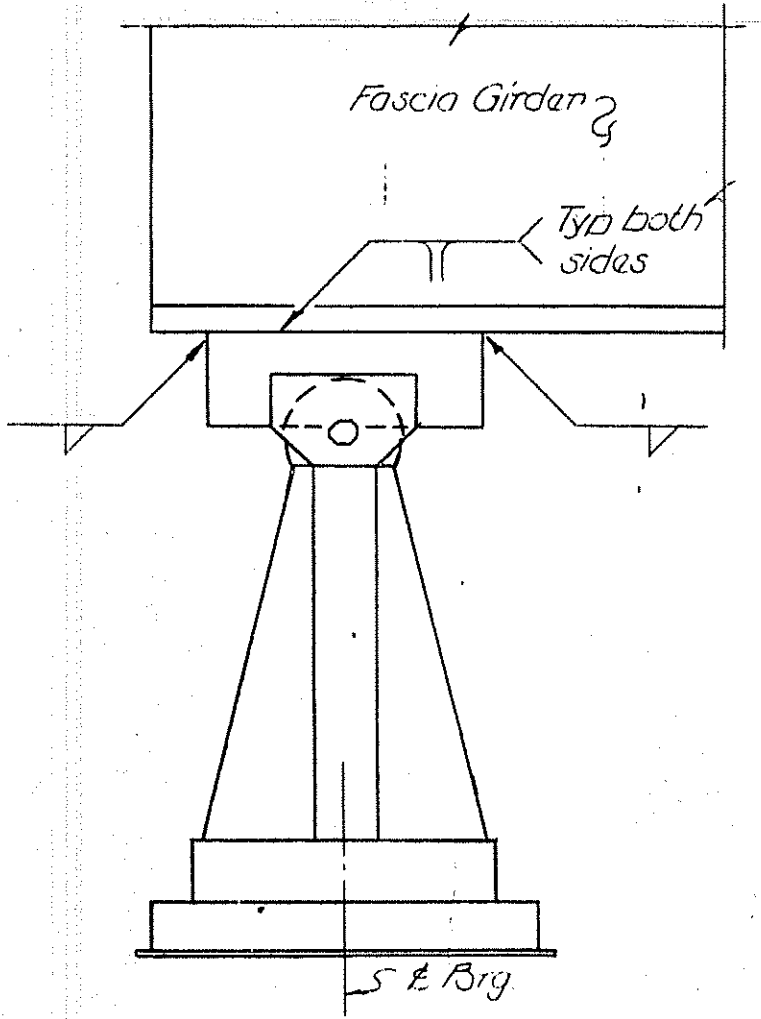
EXPANSION FLOOR BEAM
ROCKER AT PIER 1 AND 3



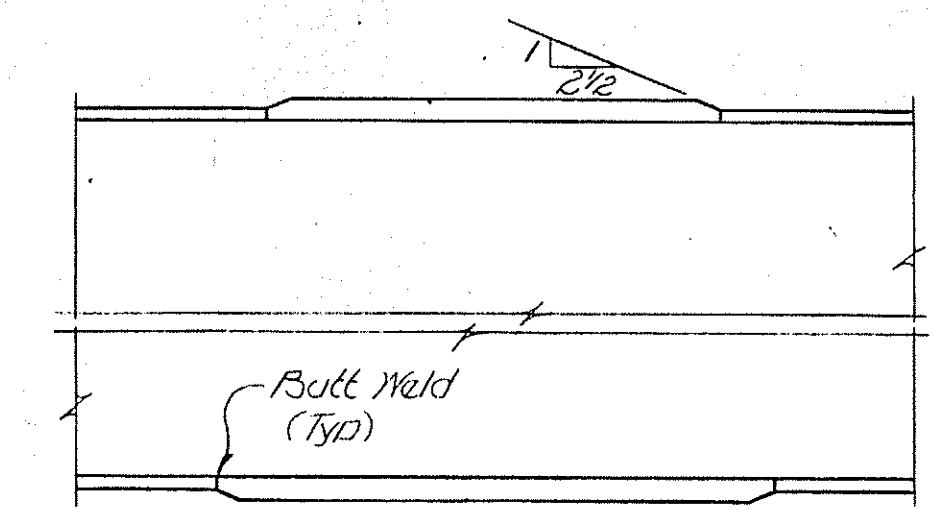
EXPANSION FASCIA GIRDER
ROCKER AT PIER 1 AND 3



FIXED FLOOR BEAM
ROCKER AT ABUT. A
AND B AND PIER 2



FIXED FASCIA GIRDER
ROCKER AT ABUT. A
AND B AND PIER 2



ELEVATION OF VARIABLE DEPTH GIRDER

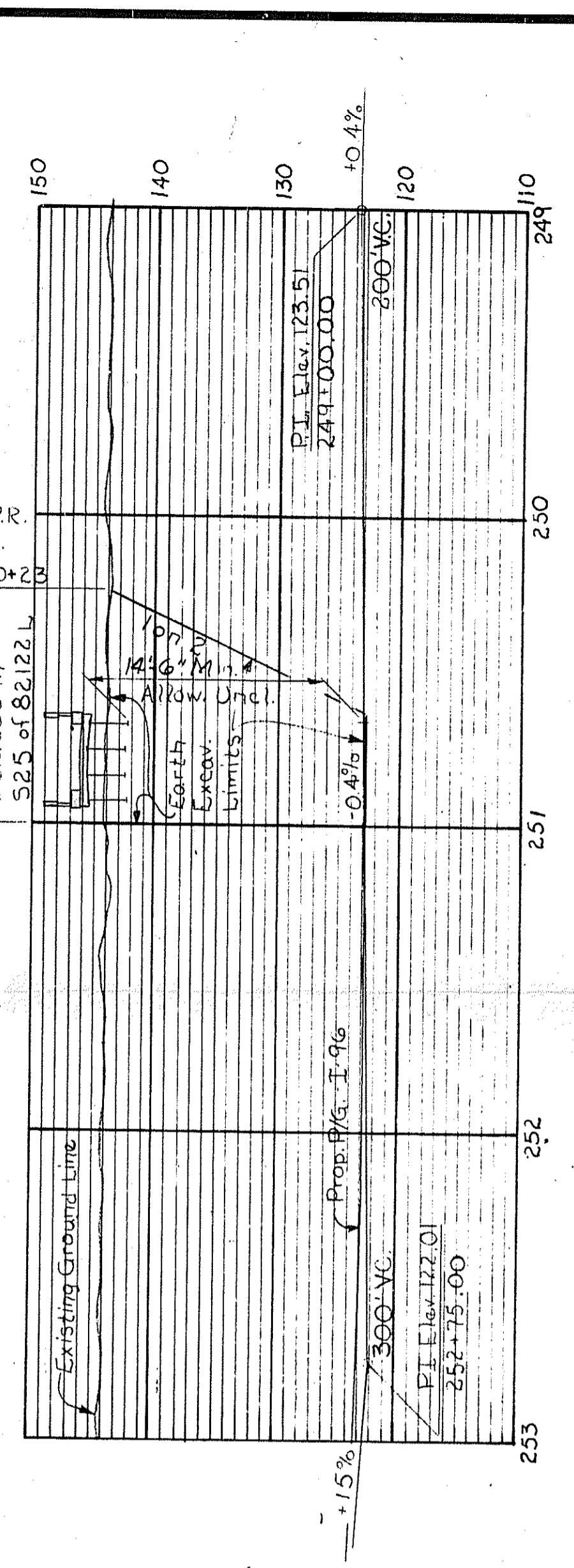
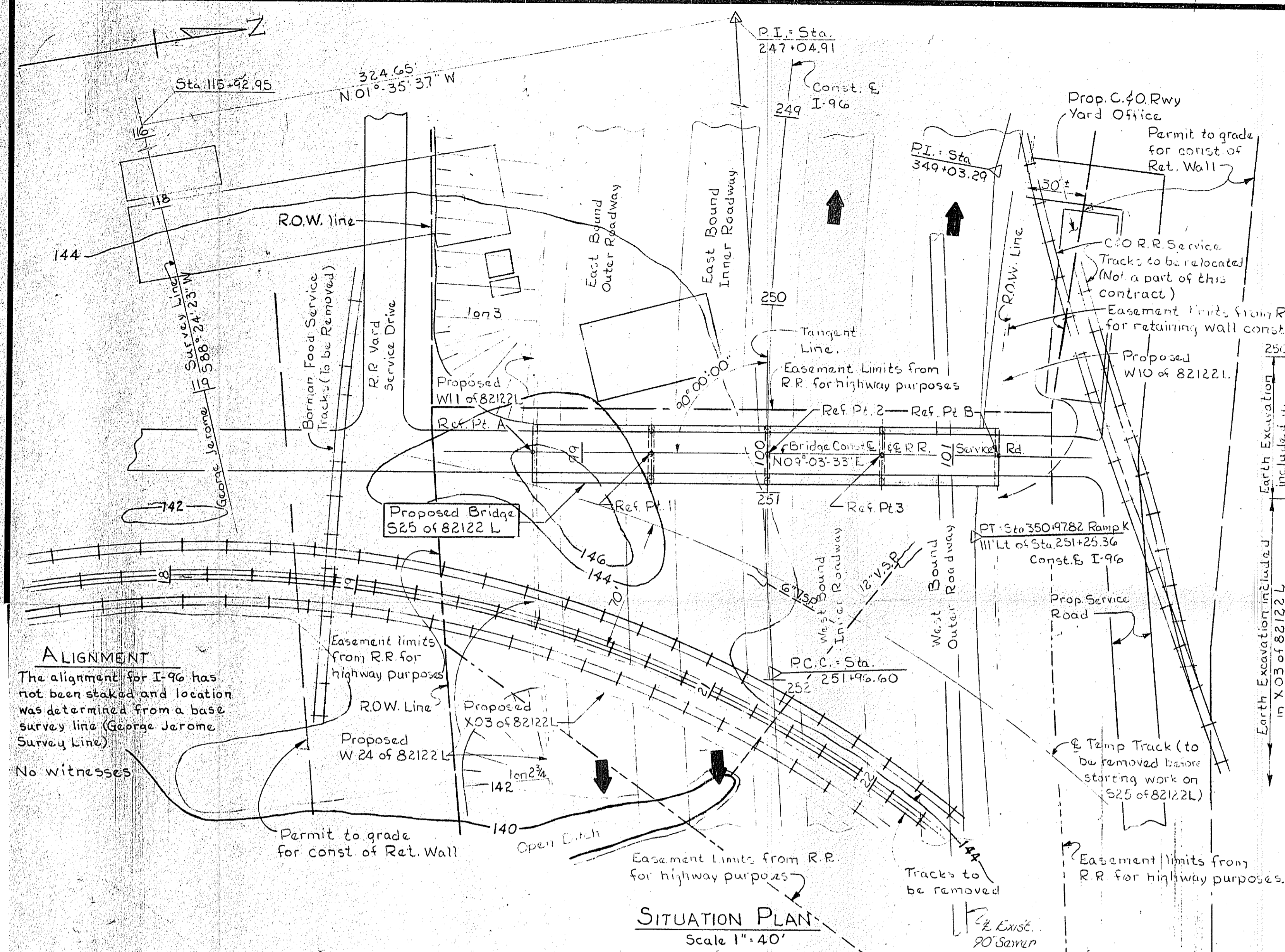
Exhibit "C" - Sheet 3
MICHIGAN DEPARTMENT OF STATE HIGHWAYS
MISCELLANEOUS STRUCTURAL STEEL DETAILS
PRELIMINARY PLAN B

APPROVED
MICHIGAN PUBLIC SERVICE COMMISSION
SEP 18 1972
W. H. Bush
DIRECTOR RAILROAD DIVISION

REVISIONS			
NO.	DESCRIPTION	DATE	BY

SQUAD BOSS	claus	12.7.71
DRAWN BY	ECB	11.30.71
CHECKED BY	W. Bush	12-6-71
SHEET	5	of 5

X03 of 82122 L



BENCH MARKS

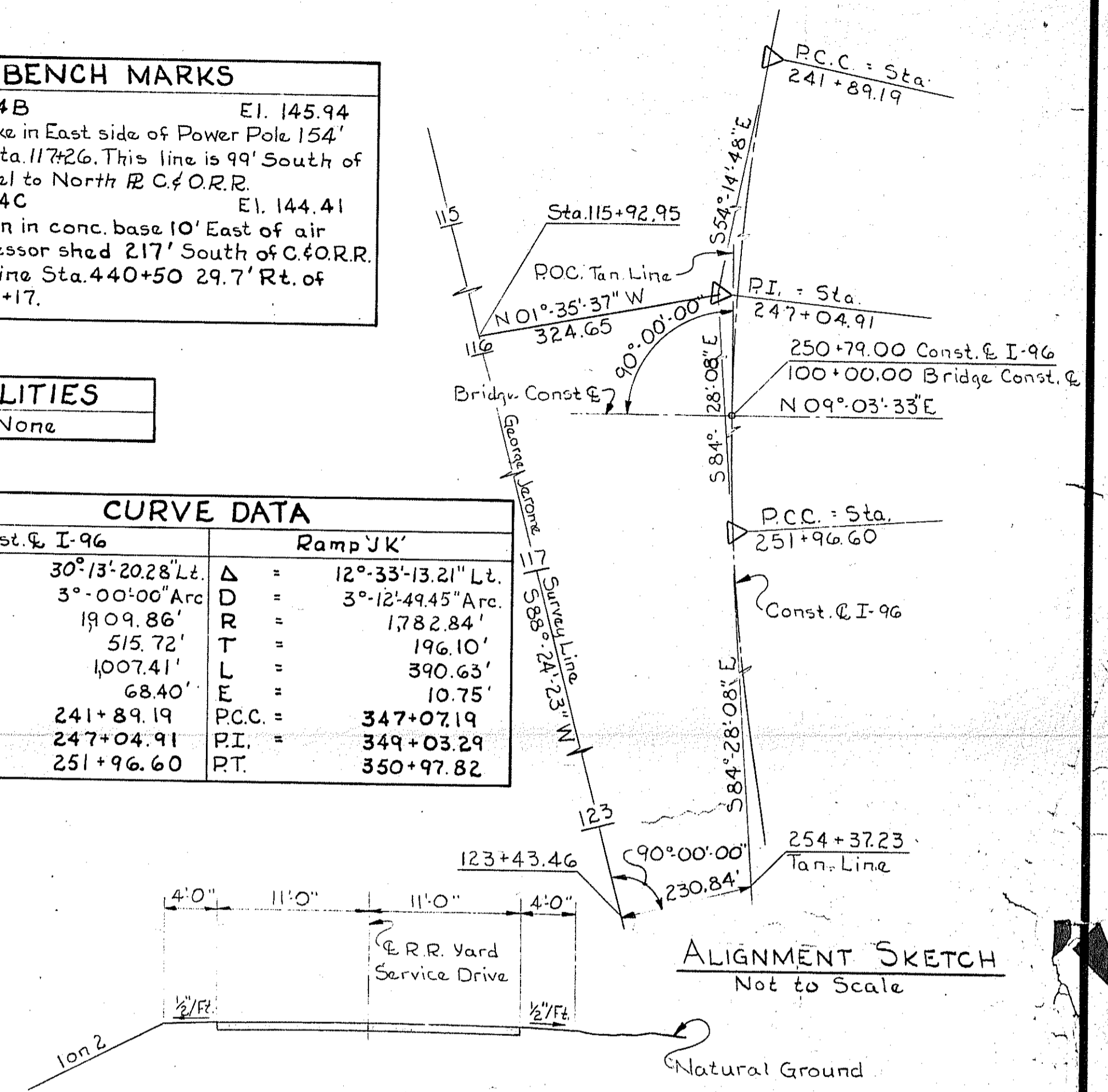
B.M. #34B El. 145.94
 R.R. Spike in East side of Power Pole 154'
 Rt. of Sta. 11726. This line is 99' South of
 & parallel to North R.C. of R.R.

B.M. #34C El. 144.41
 Iron pin in conc. base 10' East of air
 compressor shed 217' South of C.O.R.R.
 Surv. Line Sta. 440+50 29.7' Rt. of
 Sta. 27+17.

UTILITIES
 None

CURVE DATA

Const. & I-96		Ramp JK'	
Δ	30°13'20.28" Lt.	Δ	12°33'13.21" Lt.
D	3°-00'00" Arc	D	3°-12'49.45" Arc.
T	1909.86'	T	1782.84'
L	515.72'	L	196.10'
E	1007.41'	E	390.63'
P.C.C.	68.40'	E	10.75'
P.I.	241+89.19	P.C.C.	347+07.19
P.C.C.	247+04.91	P.I.	349+03.29
P.C.C.	251+96.60	P.T.	350+97.82

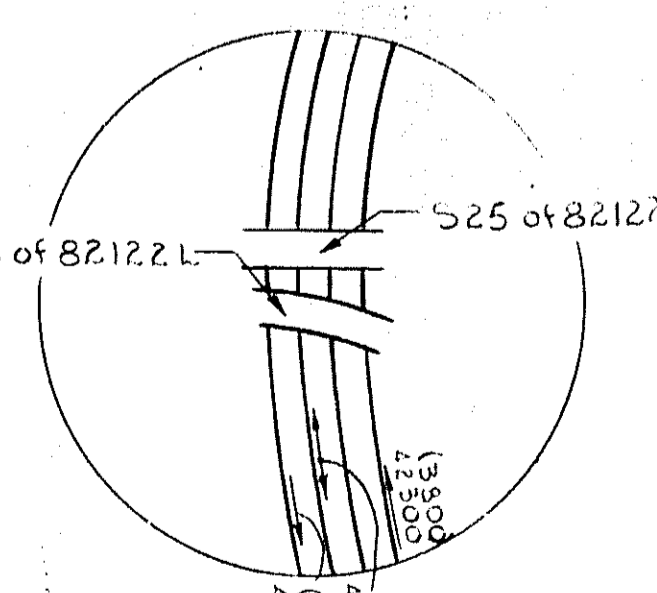
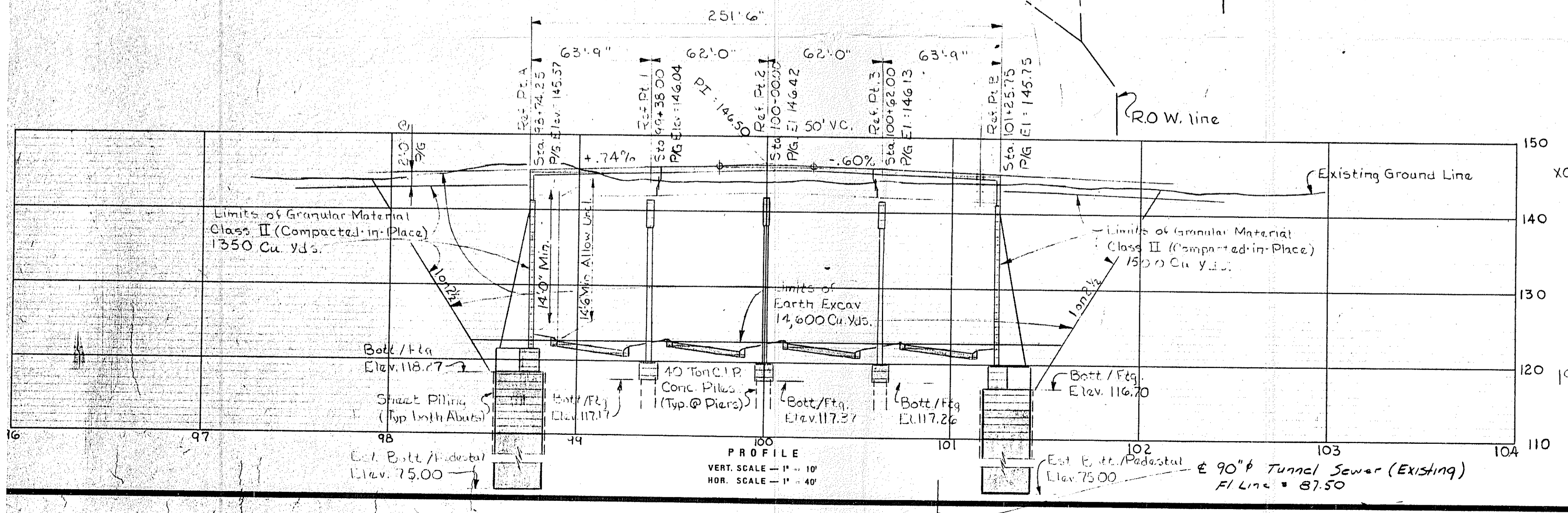


TYPICAL APPROACH SECTION

NOTES:
 The work covered by these plans includes earth excavation, construction of the proposed bridge and placing granular material to the limits shown. All other work is included either with X03, W11 or W24 of 82122 L plans which are a part of this contract or the Road Plans which are not a part of this contract. Track removal is to be done by others and completed prior to awarding this contract.

Topography shown hereon represents conditions existing at the time the field survey was made. However, these conditions may have been materially altered by the operations of others before the work has been started.

The contractor shall locate all active underground utilities prior to starting work, and shall conduct his operations in such a manner as to insure that those utilities not requiring relocation will not be disturbed.



000 A.D.T.
 (0000) D.H.V
 6% Comm during D.H.V.

1983 ESTIMATED TRAFFIC DISTRIBUTION

REVISIONS

NO.	DESCRIPTION	DATE	BY

APPROVED
 MICHIGAN PUBLIC SERVICE COMMISSION

SEP 18 1972
[Signature]
 DIRECTOR RAILROAD DIVISION

Exhibit "D"
 Letting Date: 8 '72

Plan Data 12.7.71

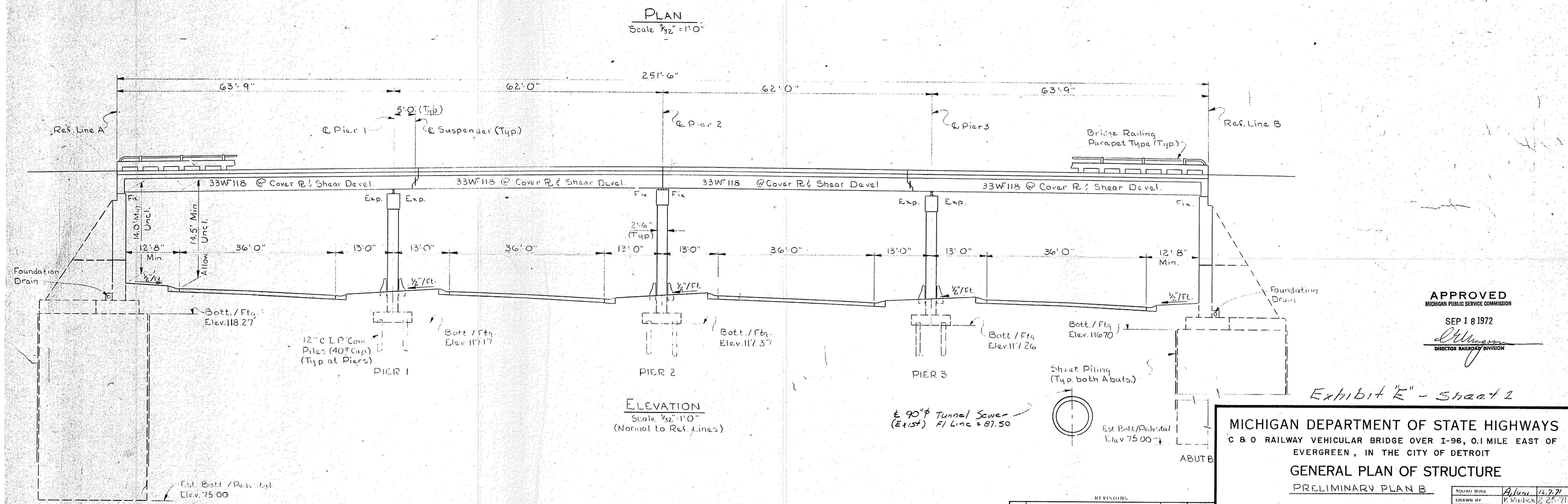
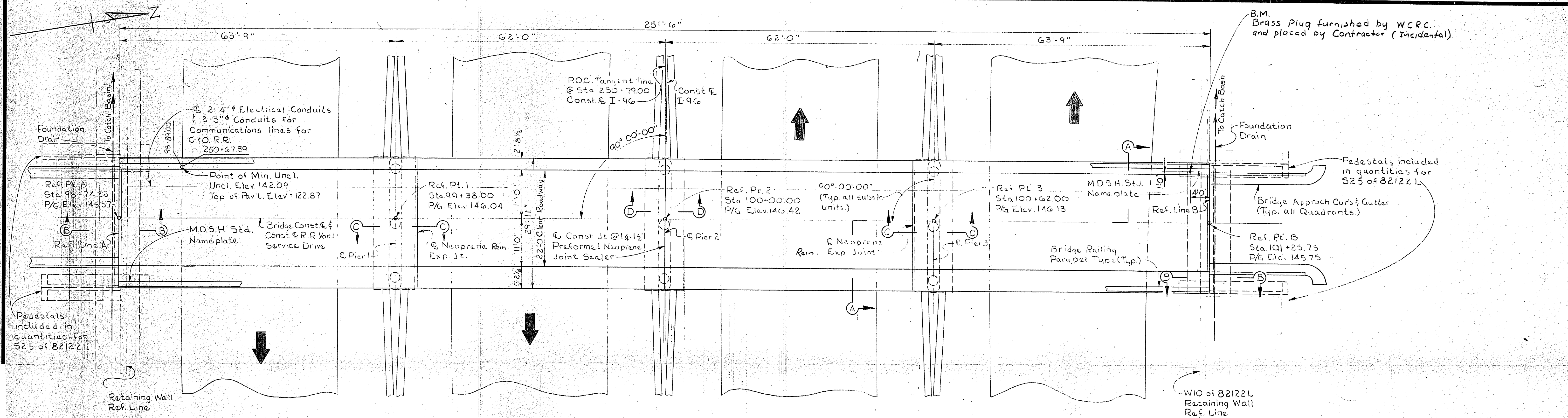
MICHIGAN DEPARTMENT OF STATE HIGHWAYS
 C & O RAILWAY VEHICULAR BRIDGE OVER I-96, 0.1 MILE EAST OF
 EVERGREEN, IN THE CITY OF DETROIT

GENERAL PLAN OF SITE
 PRELIMINARY PLAN "B"

APPROVED: *[Signature]* 1-2-72
 ASST. DESIGN SUPERVISING ENGINEER

APPROVED: *[Signature]* 1-3-72
 DESIGN SUPERVISING ENGINEER

S25 OF 82122 L



B.M. Brass Plug furnished by W.C.R.C. and placed by Contractor (Incidental)

Pedestals included in quantities for S25 of 82122L

Pedestals included in quantities for S25 of 82122L

APPROVED
MICHIGAN PUBLIC SERVICE COMMISSION

SEP 18 1972

[Signature]
DIRECTOR RAILROAD DIVISION

Exhibit 'E' - Sheet 2

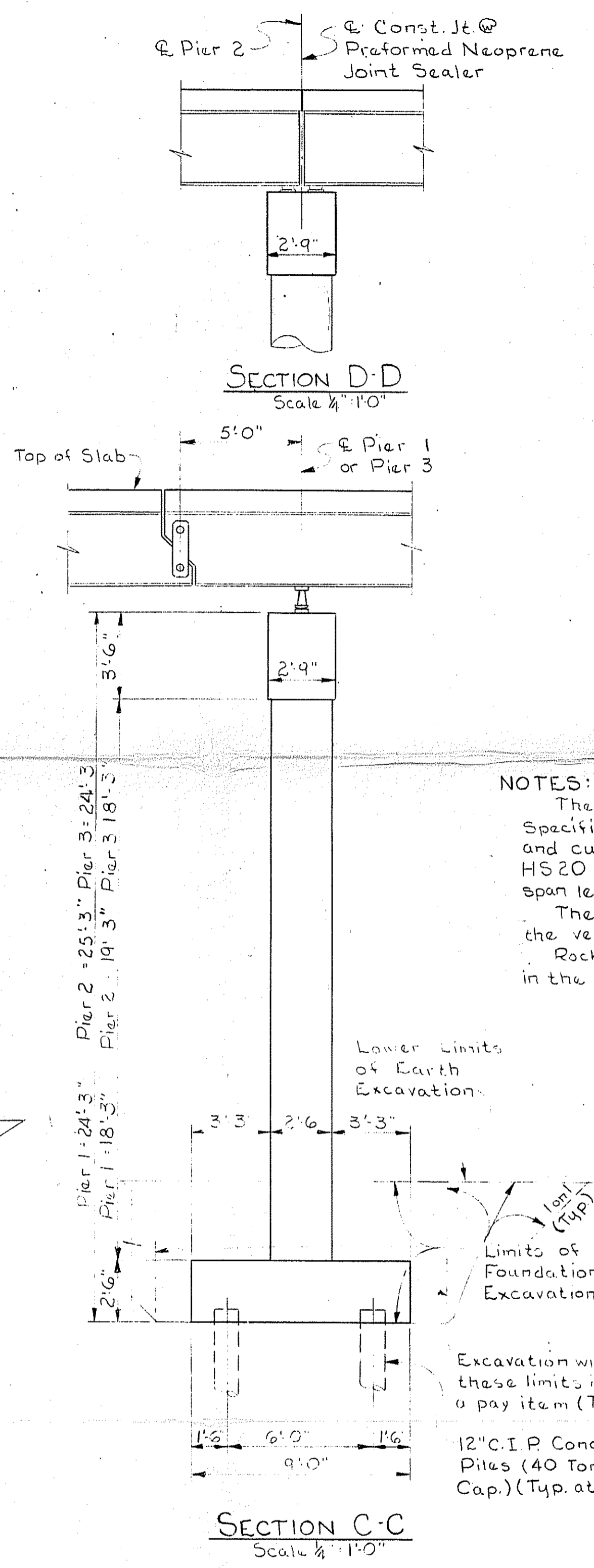
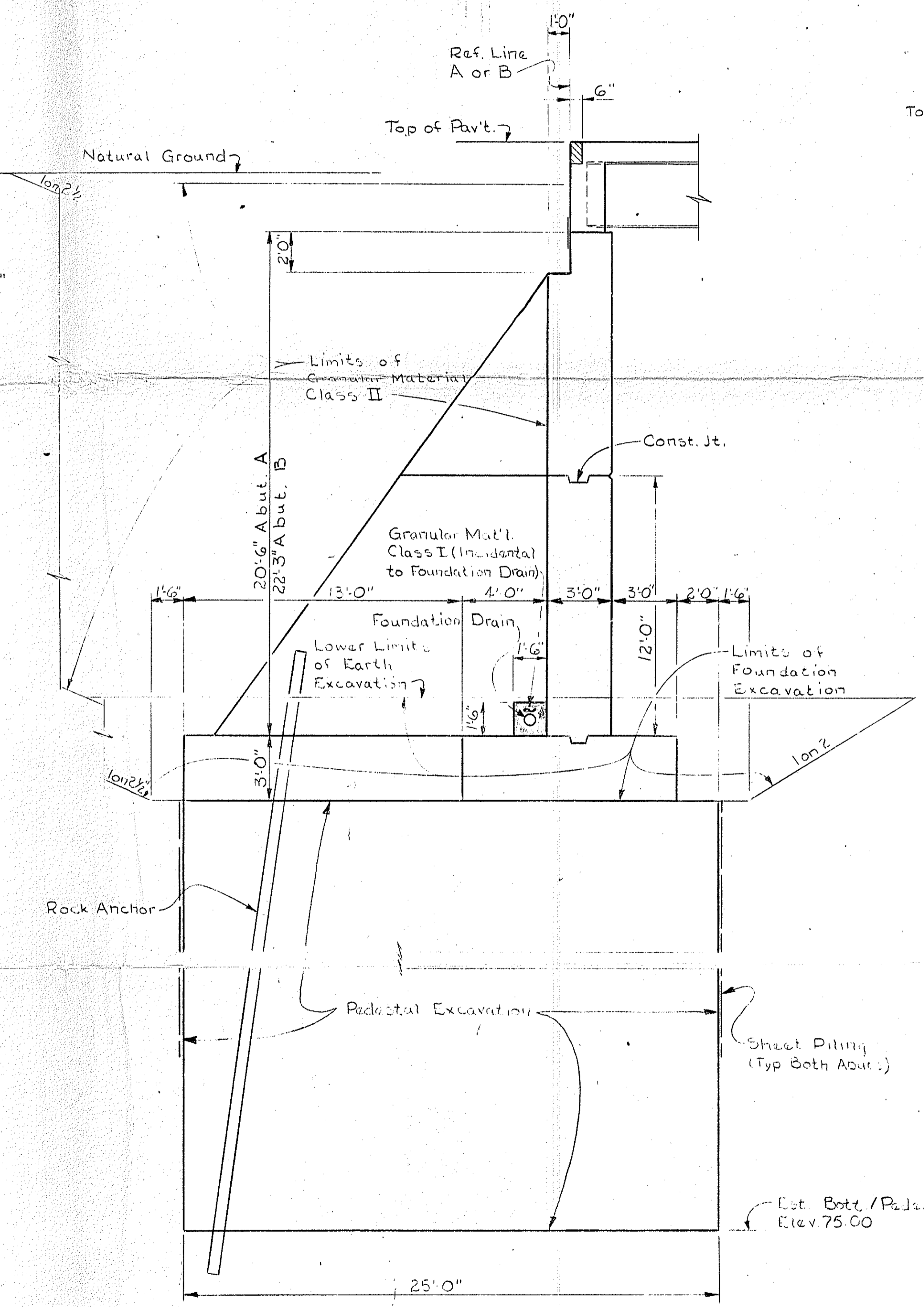
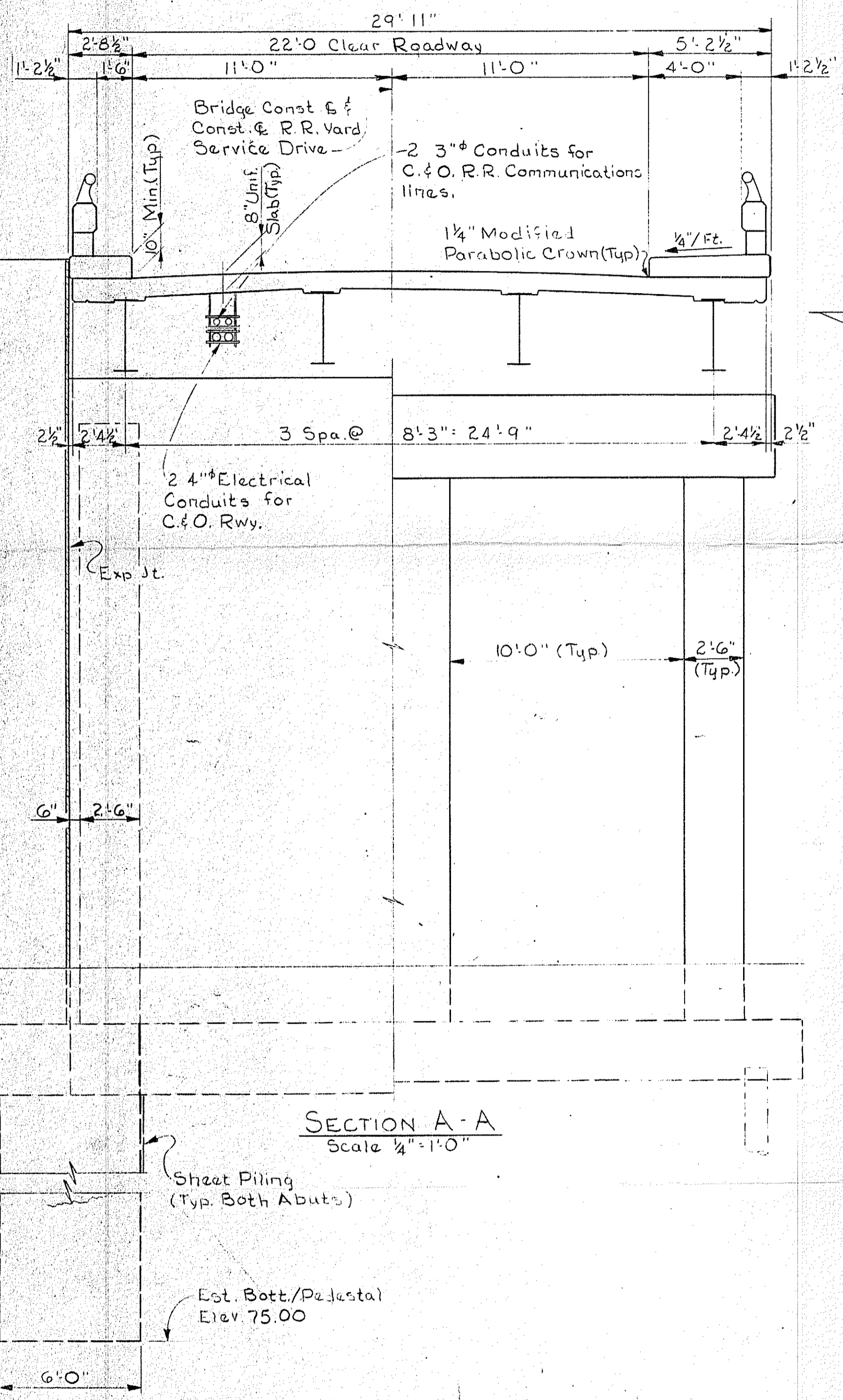
MICHIGAN DEPARTMENT OF STATE HIGHWAYS
C & O RAILWAY VEHICULAR BRIDGE OVER I-96, 0.1 MILE EAST OF EVERGREEN, IN THE CITY OF DETROIT
GENERAL PLAN OF STRUCTURE
PRELIMINARY PLAN B

NO.	DESCRIPTION	DATE	BY

APPROVED: *[Signature]* 1-2-72
ASS'T DESIGN SUPERVISING ENGINEER

APPROVED: *[Signature]* 1-2-72
DESIGN SUPERVISING ENGINEER

S25 OF 82122L



NOTES:
 The design of this structure is based on the MDSH Specifications for the Design of Highway Bridges, 1958 edition and current AASHTO Standard Specifications for Highway Bridges HS20 loading. Live load plus impact deflection equals 1/1000 of span length and 1/350 of cantilever arm.
 The top of roadway slab and tops of sidewalks are parallel to the vertical curve and tangents.
 Rock Anchors, Pedestal Excavation and Sheet Piling are included in the unit price bid for each pedestal.

APPROVED
 MICHIGAN PUBLIC SERVICE COMMISSION
 SEP 18 1972
[Signature]
 DIRECTOR RAILROAD DIVISION

Exhibit "E" - Sheet 2

MICHIGAN DEPARTMENT OF STATE HIGHWAYS
 C & O RAILWAY VEHICULAR BRIDGE OVER I-96, 0.1 MILE EAST OF EVERGREEN, IN THE CITY OF DETROIT
GENERAL PLAN OF STRUCTURE
 PRELIMINARY PLAN "B"

NO.	DESCRIPTION	DATE	BY

APPROVED: *[Signature]* 1-3-72
 ASS'T DESIGN SUPERVISING ENGINEER
 APPROVED: *[Signature]* 1-3-72
 DESIGN SUPERVISING ENGINEER

SQUAD BOSS: *[Signature]* 12-7-71
 DRAWN BY: *[Signature]* 2-25-71
 CHECKED BY: *[Signature]* 12-6-71
 SHEET 4 OF 4

S25 OF 82122L

RAMP JK CURVE DATA	I-96 CONST. & CURVE DATA	RETAINING WALL REF LINE CURVE DATA
$\Delta = 3^{\circ}25'25''$ LL $D = 2^{\circ}16'58''$ Arc $R = 2510.03$ $T = 184.85$ $L = 369.02$ $E = 6.80$ P.C.C. = 343+38.17 P.T. = 345+23.02 P.C.C. = 341+02.19	$\Delta = 30^{\circ}13'20''$ LL $D = 3^{\circ}00'$ Arc $R = 1909.86$ $T = 515.72$ $L = 1007.41$ $E = 68.40$ P.C. = 241+89.19 P.T. = 247+04.91 P.C.C. = 251+96.60	$\Delta = 2^{\circ}20'03''$ LL $D = 2^{\circ}17'25''$ $R = 2501.55$ $T = 50.96$ $L = 101.91$ $E = 0.52$ P.C. = 100+00.00 P.T. = 100+50.96 P.C.C. = 101+01.91
$\Delta = 12^{\circ}33'13''$ LL $D = 3^{\circ}12'49''$ Arc $R = 1782.84$ $T = 196.10$ $L = 390.63$ $E = 10.75$ P.C.C. = 347+07.19 P.T. = 349+03.29 P.T. = 350+97.82	$\Delta = 15^{\circ}19'24''$ LL $D = 0^{\circ}40'25''$ Arc $R = 3505.25$ $T = 1144.16$ $L = 2274.66$ $E = 76.61$ P.C.C. = 251+96.60 P.T. = 263+40.76 P.T. = 274+71.26	$\Delta = 10^{\circ}43'42''$ LL $D = 3^{\circ}14'33''$ $R = 1767.05$ $T = 165.92$ $L = 330.83$ $E = 7.77$ P.C.C. = 101+01.91 P.T. = 102+67.83 P.T. = 104+32.79

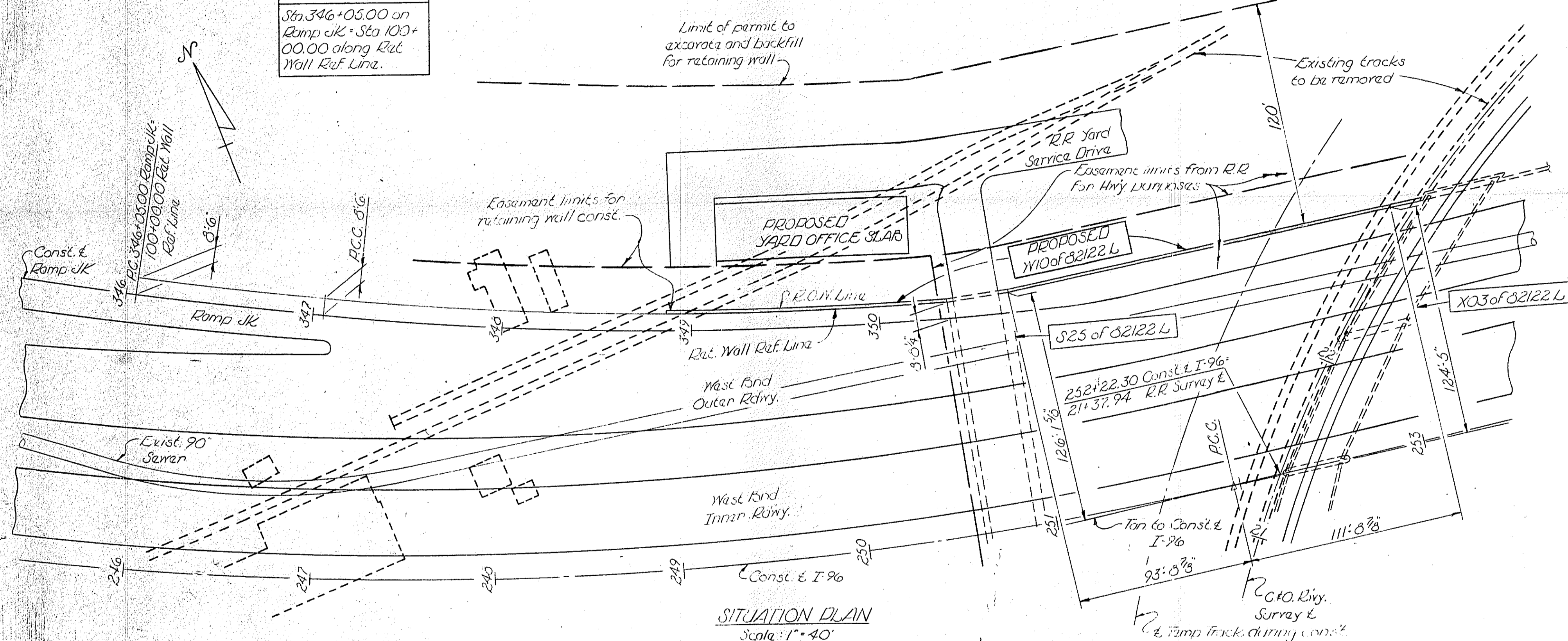
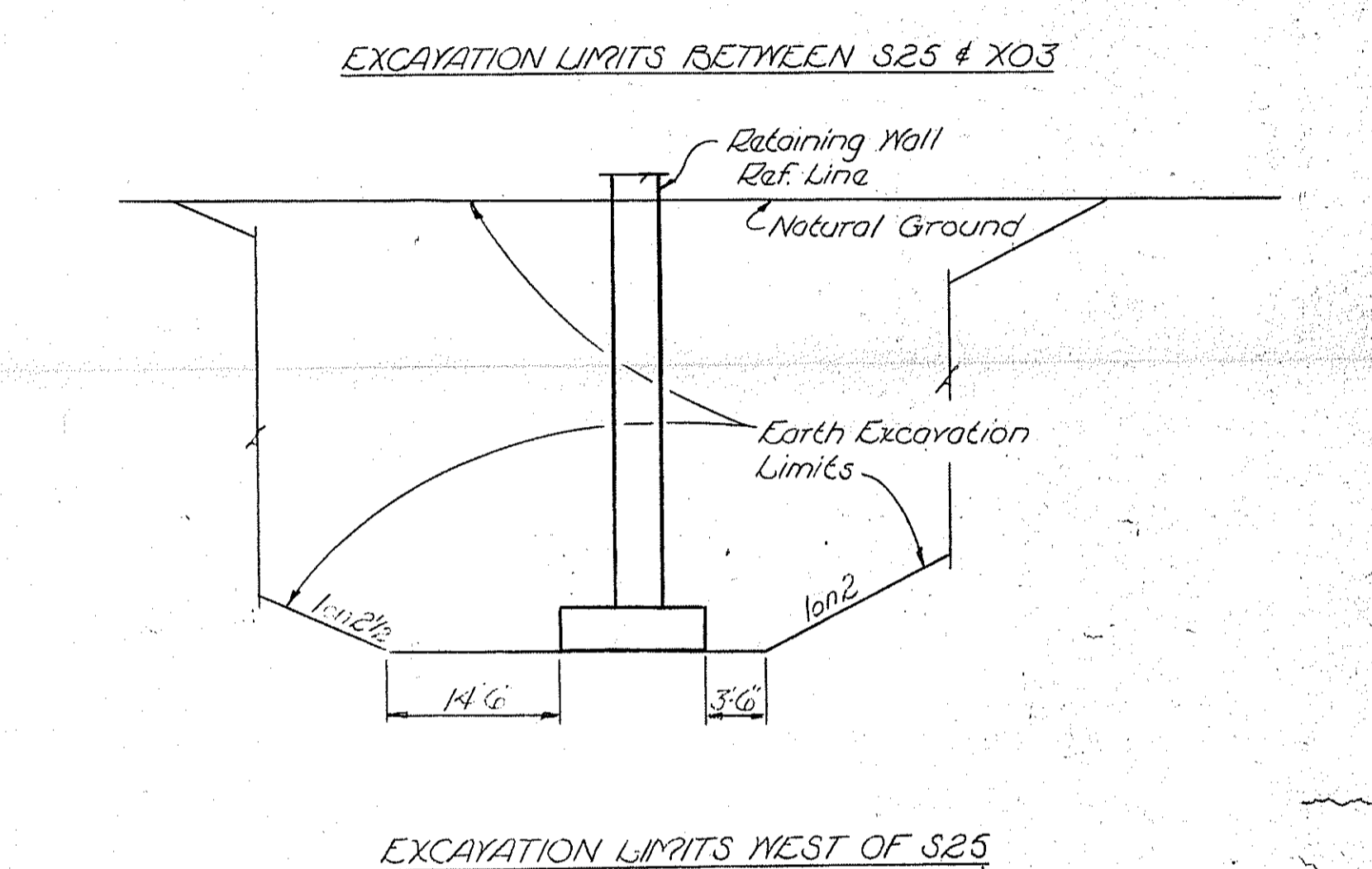
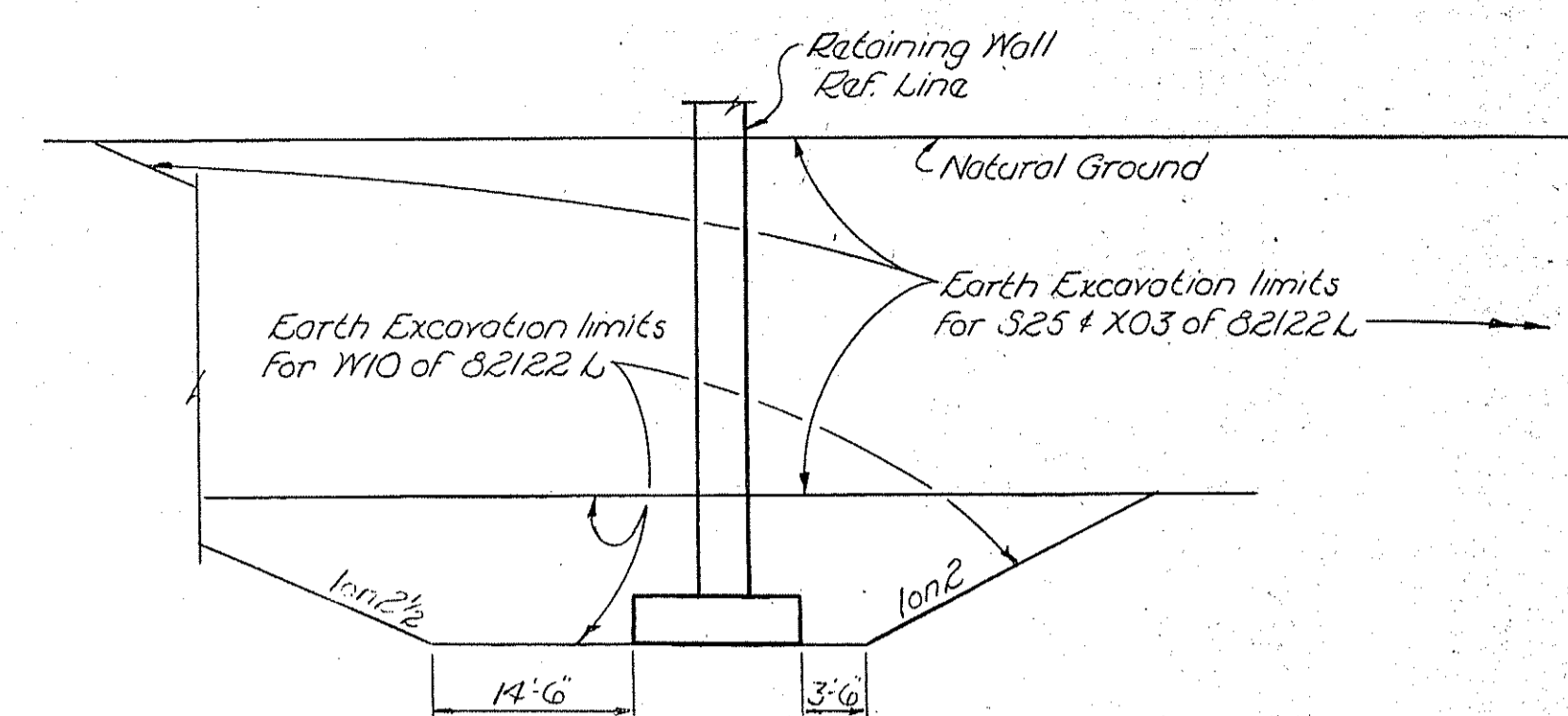
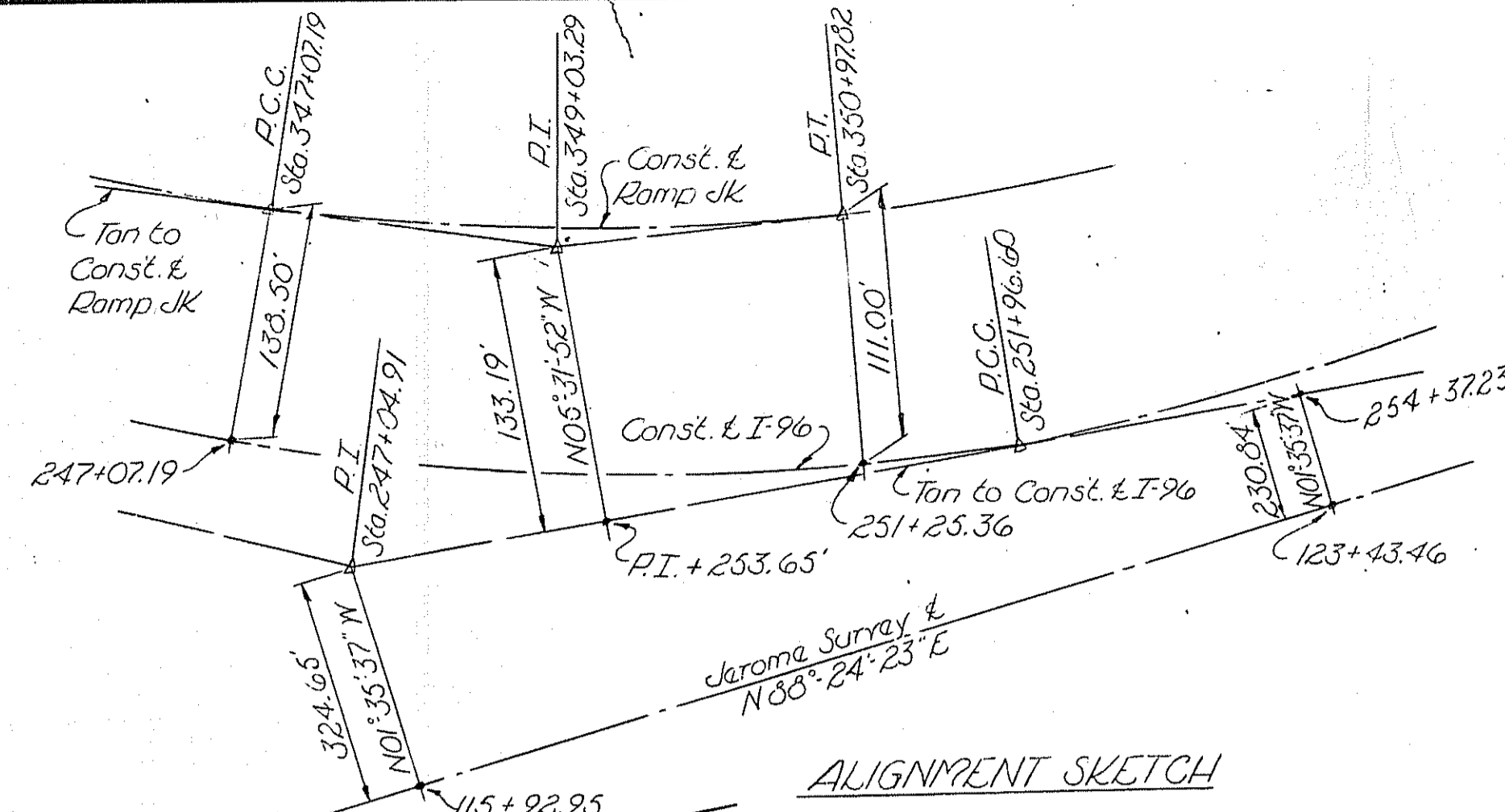
STATION RELATION
Sta 346+05.00 on Ramp JK = Sta 100+00.00 along Ret Wall Ref Line.

ALIGNMENT
The alignment for I-96 has not been staked and location was determined from a base survey line (George Jerome Survey Line) (No witnesses)

BENCH MARKS
B.M. #34-H Elev. 141.51 Chis. "d" on culvert hdwl. 23' E. of Sta. 11+44 (R.R. Survey L.)
B.M. #34-C Elev. 144.41 Iron pin in conc. base 29.7' E. of Sta. 27+17 (R.R. Survey L.)

UTILITIES
Detroit Edison Co. has several lines in the immediate vicinity

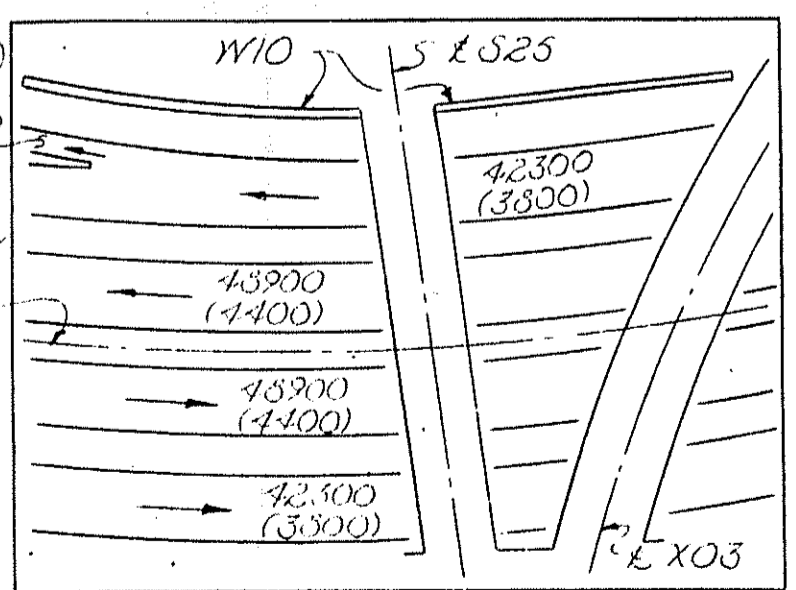
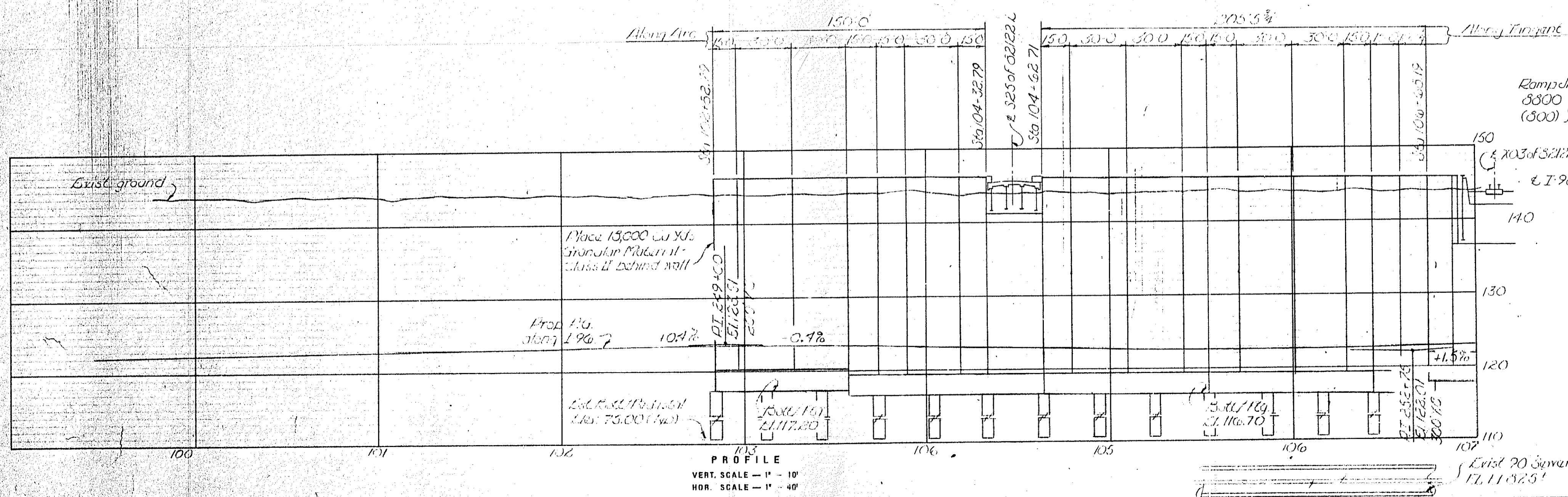
UTILITIES
Detroit Edison Co. has several lines in the immediate vicinity



The work covered by the plans include earth excavation, construction of the proposed retaining wall and pedestals, driving piles and placing slab for yard office and placing granular material to the limits shown. All other work is included with S25 or X03 of 82122 L which are a part of this contract. Earth Plans which are a part of this contract. Truck ramps to be done by others and completed prior to awarding this contract.

Topography shown hereon represents conditions existing at the time the field survey was made. However, these conditions have been materially altered by the operations of others before the work has been started.

The portion of W10 of 82122 L between S25 and X03 of 82122 L cannot be built until X03 is complete and the temporary track removed.



APPROVED
MICHIGAN PUBLIC SERVICE COMMISSION
SEP 18 1972
Exhibit 'F' - Sheet 1
LIG DATE: 8-72
PLAN DATE: 12-71

MICHIGAN DEPARTMENT OF STATE HIGHWAYS
RETAINING WALL ALONG NORTH SIDE OF I-96 0.1 MILE EAST OF EVERGREEN
IN THE CITY OF DETROIT.

GENERAL PLAN OF SITE

PRELIMINARY PLAN B

APPROVED: Lawrence O. Check 12-72
ASS'T DESIGN SUPERVISING ENGINEER

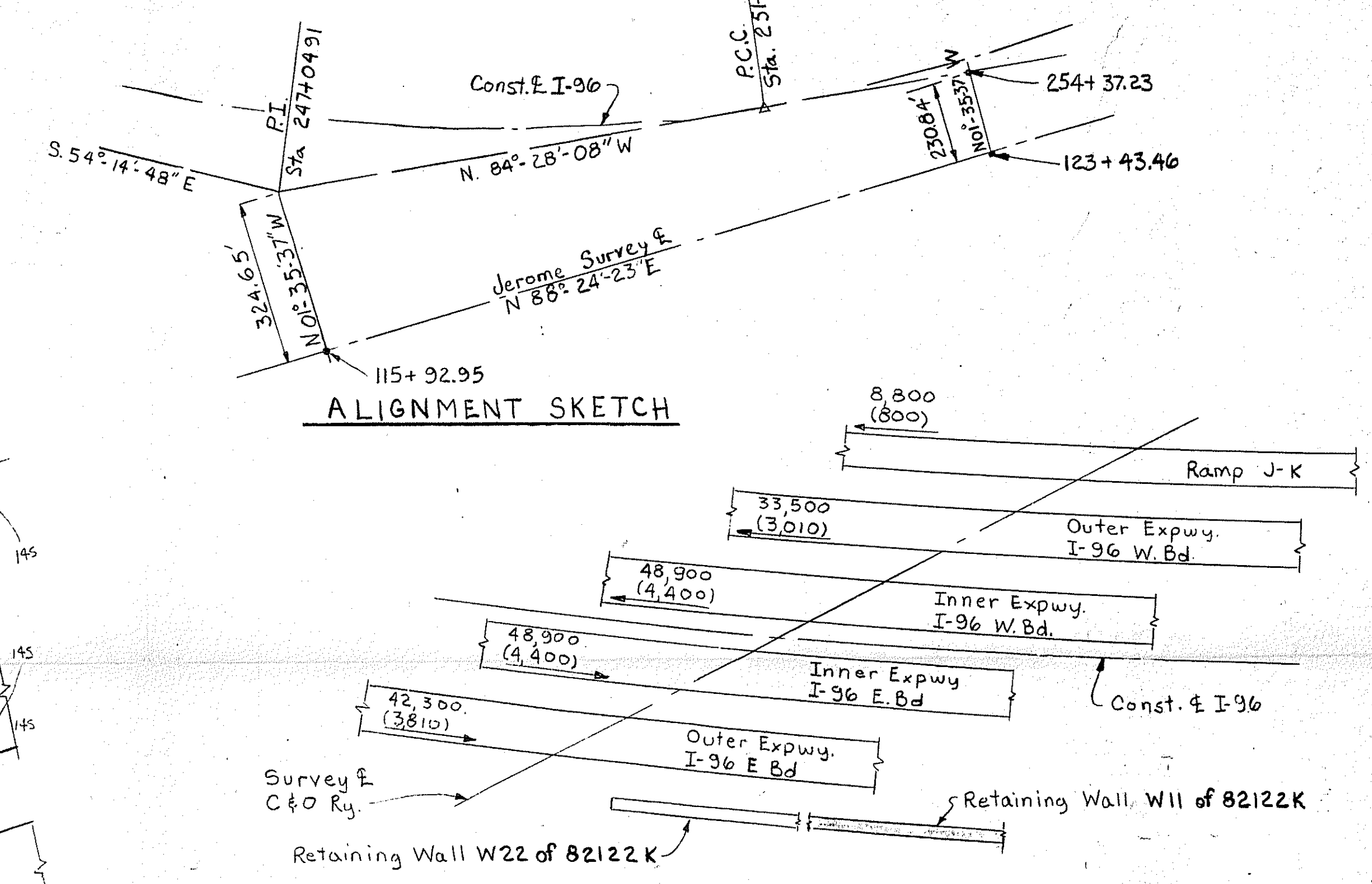
APPROVED: J. C. Draper 1-73
DESIGN SUPERVISING ENGINEER

W10 of 82122 L

NO.	DESCRIPTION	DATE	BY

BENCH MARKS	CURVE DATA	UTILITIES
B.M. # 34-A Elev. 149.26 Arrow on top of Fire Hydrant, S. Side of Evergreen St. between R.R. tracks - 97' Lt. of R.R. Sta. 449+18.	Const. I-96 Curve 1 Δ = 14°-04'-56" Lt. D = 0°-59'-21.10" (Arc) R = 5,792.17' T = 715.41' L = 1,423.61' E = 44.01' P.C. = 227+65.58 P.I. = 234+80.99 P.C.C. = 241+89.19 No Super.	Const. I-96 Curve 2 Δ = 30°-13'-20.28" Lt. D = 3°-00'-00" (Arc) R = 1,909.86' T = 515.72' L = 1,007.41' E = 68.40' P.C.C. = 241+89.19 P.I. = 247+04.91 P.C.C. = 251+96.60 Super = .04%
B.M. # 34-B Elev. 145.93 R.R. Spike in E. Side of P.P. 202' Lt. of R.R. Sta. 438+65.		The railroad has two pole lines, one running along the South side of their main tracks, carrying two cables and the other along the South side of their yard tracks which ends East of Evergreen, carrying three cables and three wires. All underground power shown is owned by the C&O Railway. The Detroit Edison Co.; 2000 Second Ave.; Detroit 26 Michigan has several lines in the immediate vicinity of the site.

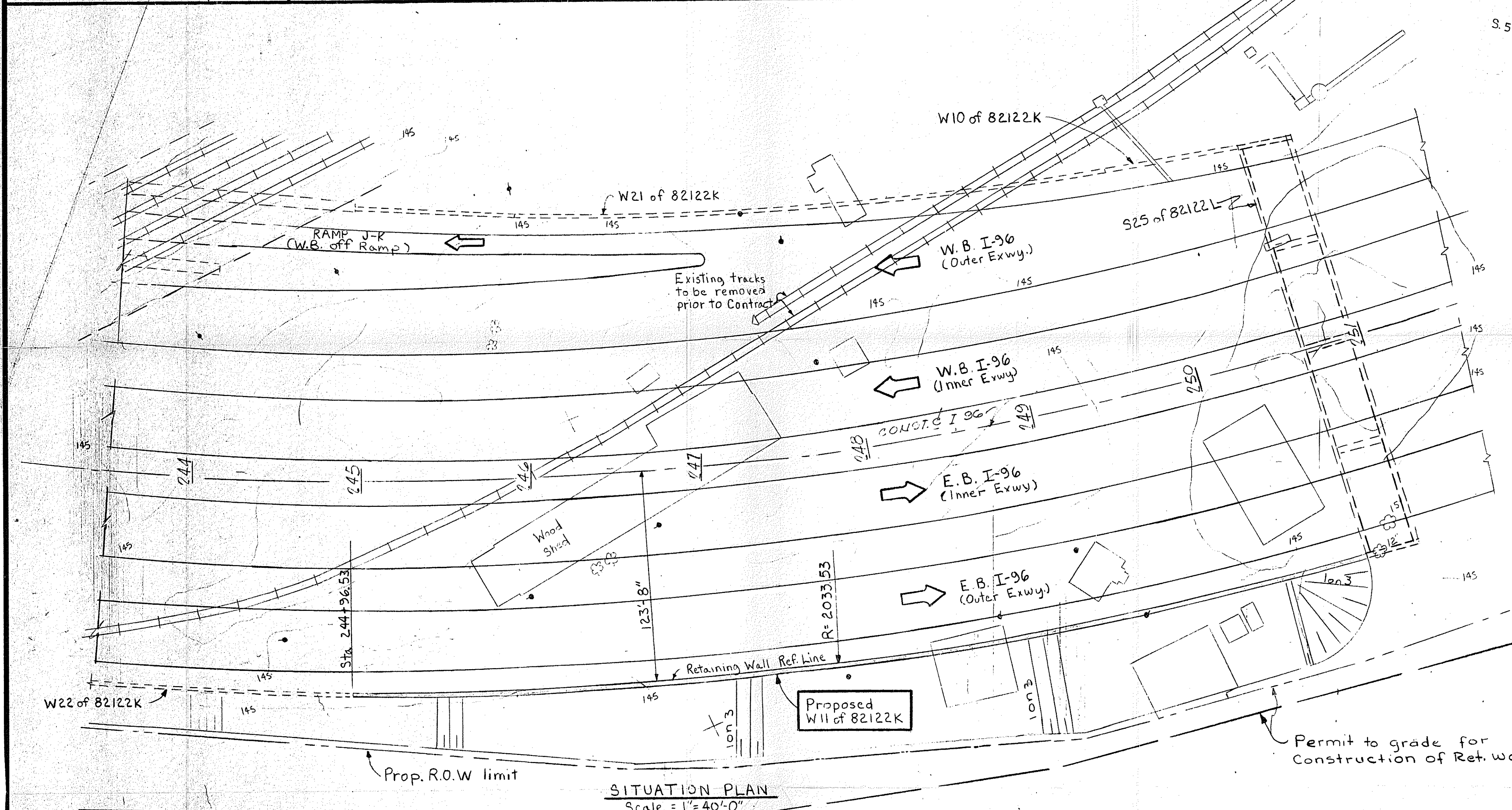
Note: The alignment for I-96 has not been staked and location was determined from a base survey line (Jerome Survey Line) (No Witnesses)



1990 TRAFFIC COUNT

000 = 1990 A.D.T.
(000) = 1990 D.H.V.

8,800 (800)	Ramp J-K
33,500 (3,010)	Outer Expwy. I-96 W. Bd.
48,900 (4,400)	Inner Expwy. I-96 W. Bd.
48,900 (4,400)	Inner Expwy. I-96 E. Bd.
42,300 (3,810)	Outer Expwy. I-96 E. Bd.



NOTES:

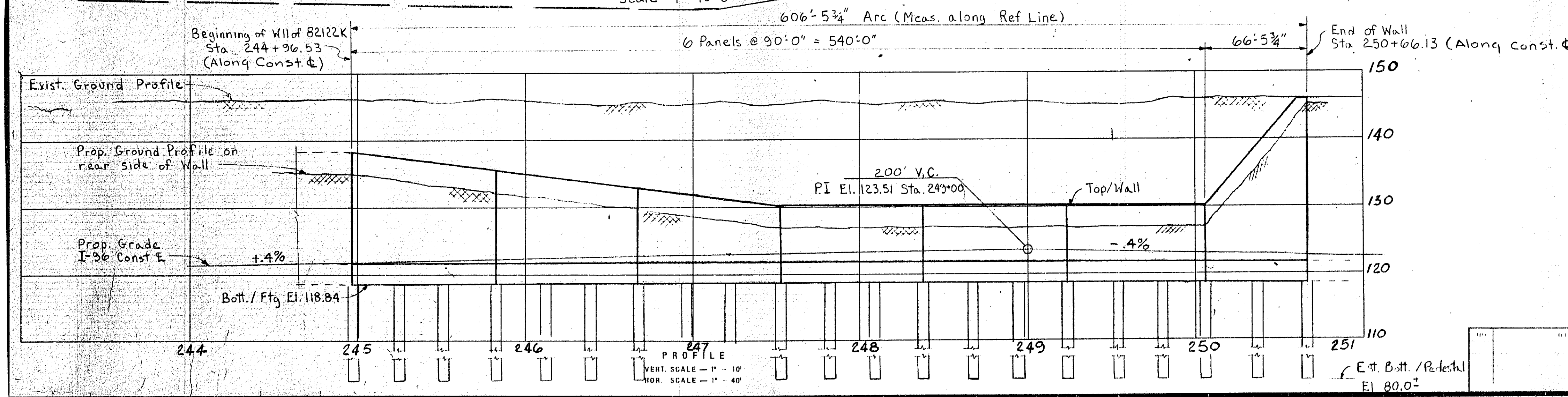
The work covered by these plans includes earth excavation, construction of the proposed retaining wall and pedestals and placing granular material to the limits shown. All other work is included with either (1) the Bridge S25 of 82122L or retaining wall W10 of 82122L plans which are a part of this contract, (2) with plans for retaining walls W21 & W22 of 82122K which are included in a separate contract, or (3) with road work which also is by a separate contract.

Topography shown hereon represent conditions existing at the time the field survey was made. However these conditions will have been materially altered by the operations of others before work on this contract is started.

Track removal is to be done by others, and is to be completed prior to award of this contract.

APPROVED
MICHIGAN PUBLIC SERVICE COMMISSION
SEP 18 1972
[Signature]
DIRECTOR RAILROAD DIVISION

Exhibit "F" - Sheet 2
Plan Date: 12-30-71



MICHIGAN DEPARTMENT OF STATE HIGHWAYS
RETAINING WALL SOUTH OF E.B. I-96 BETWEEN C&O R.R. AND INDUSTRIAL RD
0.1 MI. EAST OF EVERGREEN IN THE CITY OF DETROIT.

GENERAL PLAN OF SITE
PRELIMINARY PLAN A

APPROVED *[Signature]* 1.3.72
DESIGN SUPERVISING ENGINEER

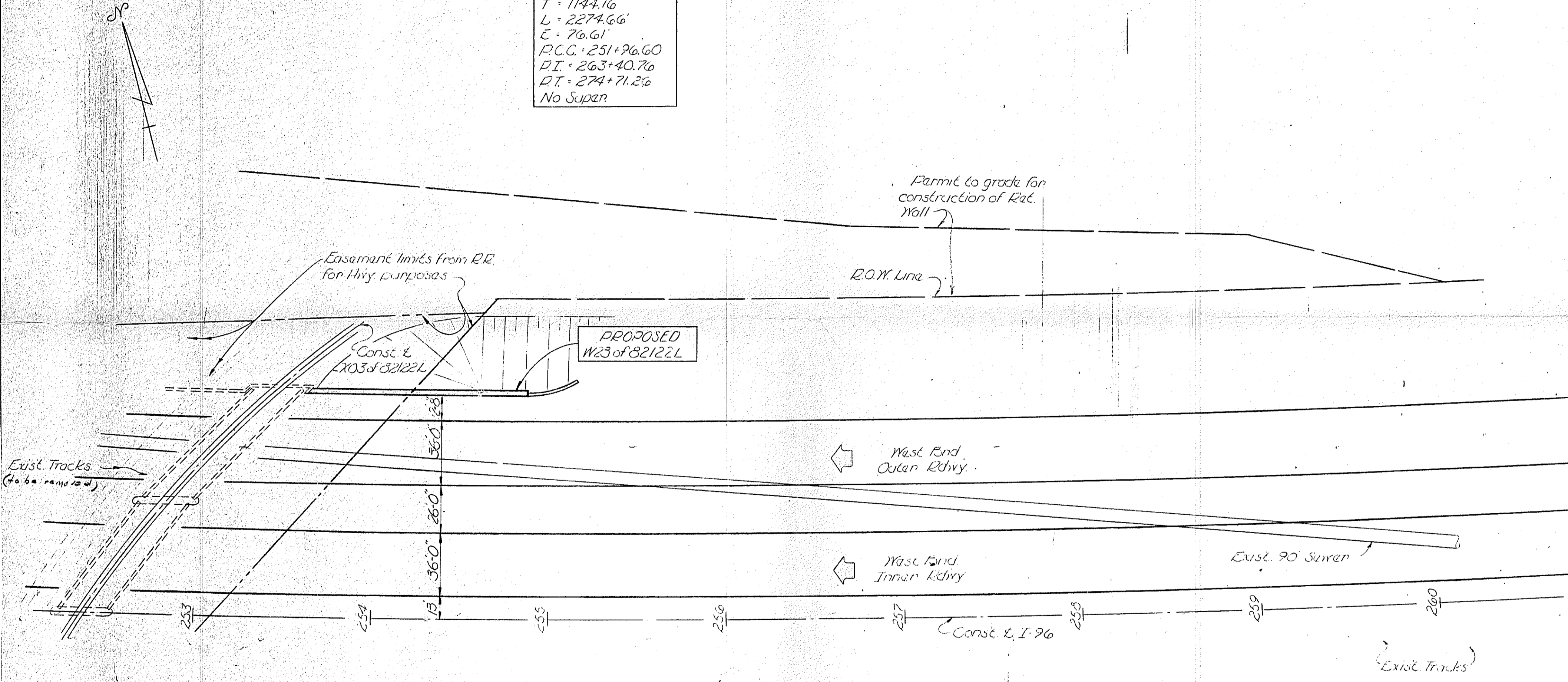
REVISIONS	DATE	BY

W11 of 82122K
04226 F

BENCH MARKS
 B.M. # 34C
 Elev. 144.41
 Iron pin on conc. base 10' East
 of air compressor shed. 255 North
 of Sta. 257+22. I-96 Const. E.

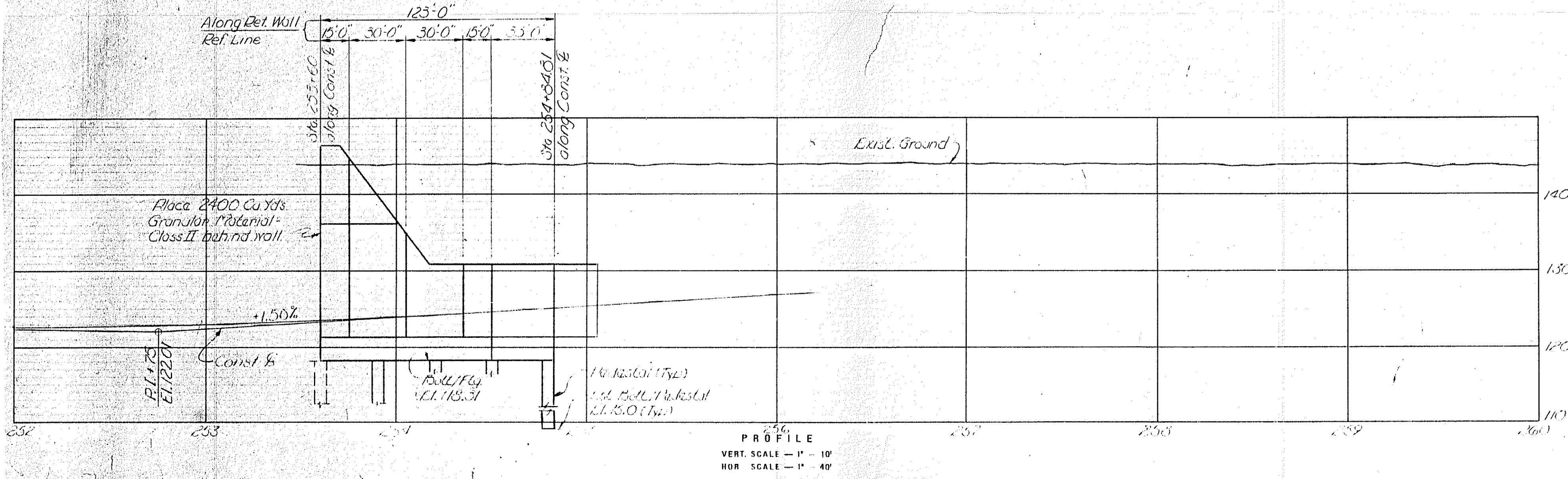
UTILITIES
 Detroit Edison Co. has several
 lines in the immediate vicinity

CURVE DATA
 I-96 CONST. E
 Δ = 30°-13'-20" Lt
 D = 3°-00' Arc
 R = 1909.86'
 T = 515.72'
 L = 1007.41'
 E = 63.40'
 P.C.C. = 241+89.19
 P.T. = 247+04.91
 P.C.C. = 251+96.60
 Super. = 0.04%
 Δ = 15°-19'-24" Lt
 D = 0°-40'-25" Arc
 R = 8505.25'
 T = 1144.16'
 L = 2274.66'
 E = 76.61'
 P.C.C. = 251+96.60
 P.T. = 263+40.76
 P.T. = 274+71.26
 No Super.



SITUATION PLAN
 Scale 1" = 40'

NOTES:
 The work covered by these plans includes earth excavation, construction of the proposed retaining wall and pedestals and placing granular material to the limits shown. All other work is included with 103 of 82122L plans which are a part of this contract or Road Plans which are not a part of this contract. Track removal is to be done by others and completed prior to awarding this contract.
 Topography shown hereon represents conditions existing at the time the field survey was made. However, these conditions have been materially altered by the operations of others before the work has been started.



W23 of 82122L	
W.B. Outer	42,500 (30,000)
5X03 of 82122L	13,900 (4,400)
W.B. Inner	43,900 (4,400)
E.B. Inner	43,900 (4,400)
E.B. Outer	43,300 (3,500)

1985 ESTIMATED TRAFFIC DISTRIBUTION
 Express
 300 ADT
 (1000 - 1111)
 (600 Commercial, 500 City)

REVISIONS		
NO.	DESCRIPTION	DATE

APPROVED
 MICHIGAN PUBLIC SERVICE COMMISSION
 SEP 18 1972
[Signature]
 DIRECTOR RAILROAD DIVISION
 Exhibit "E" - Street 30
 LITG DATE: 8/72 PLAN DATE: 12/71

MICHIGAN DEPARTMENT OF STATE HIGHWAYS
 RETAINING WALL NORTH OF I-96 AND EAST OF C. & O. R.R. 0.1 MILE EAST OF EVERGREEN IN THE CITY OF DETROIT.

GENERAL PLAN OF SITE
 PRELIMINARY PLAN B

APPROVED *[Signature]* 1-2-72
 ASST. DESIGN SUPERVISING ENGINEER

APPROVED *[Signature]* 1-2-72
 DESIGN SUPERVISING ENGINEER

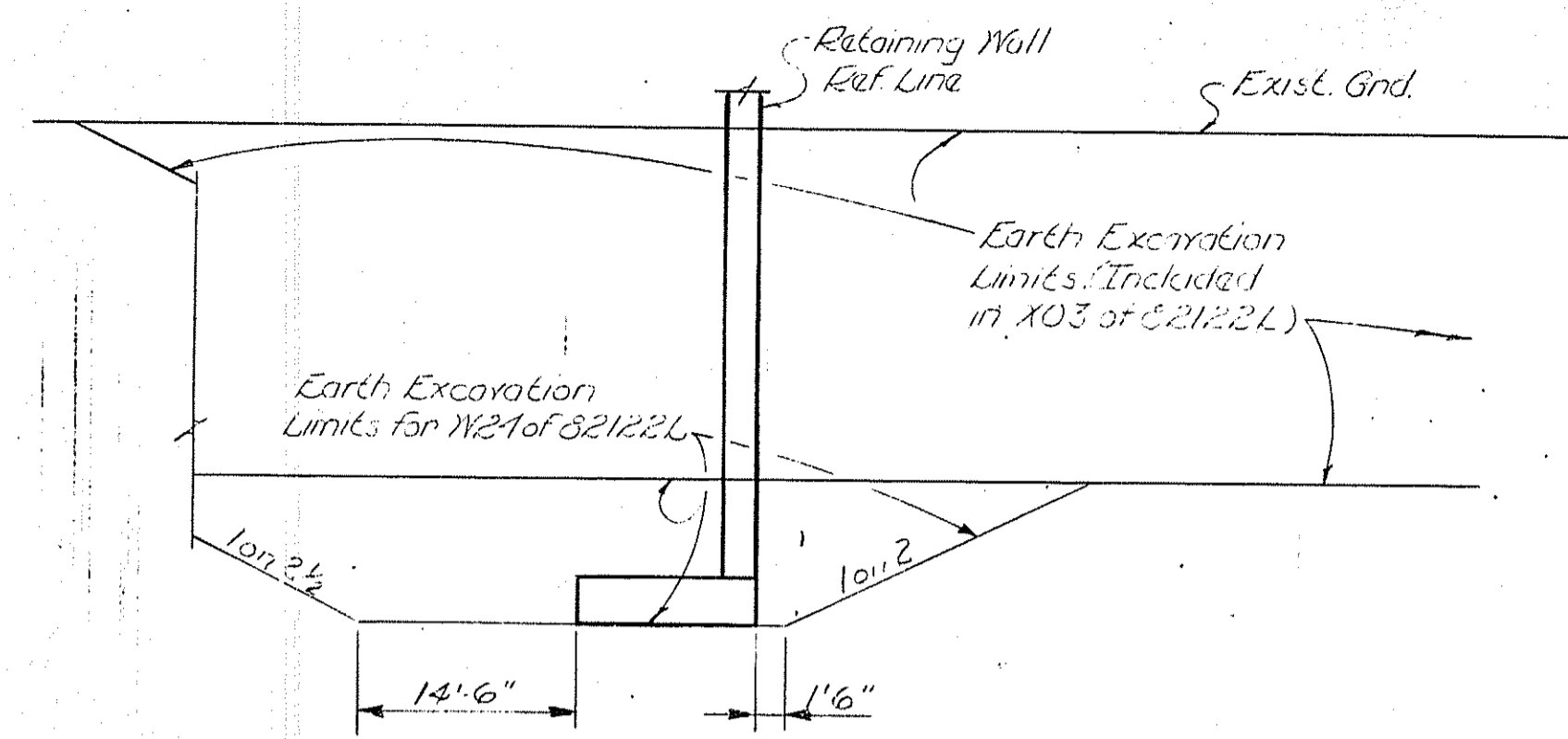
SOLID BISS	<i>[Signature]</i>	12-7-71
DRAWN BY	<i>[Signature]</i>	11-14-71
CHECKED BY	<i>[Signature]</i>	11-24-71
APPROVED BY	<i>[Signature]</i>	9-22-71

W23 of 82122 L

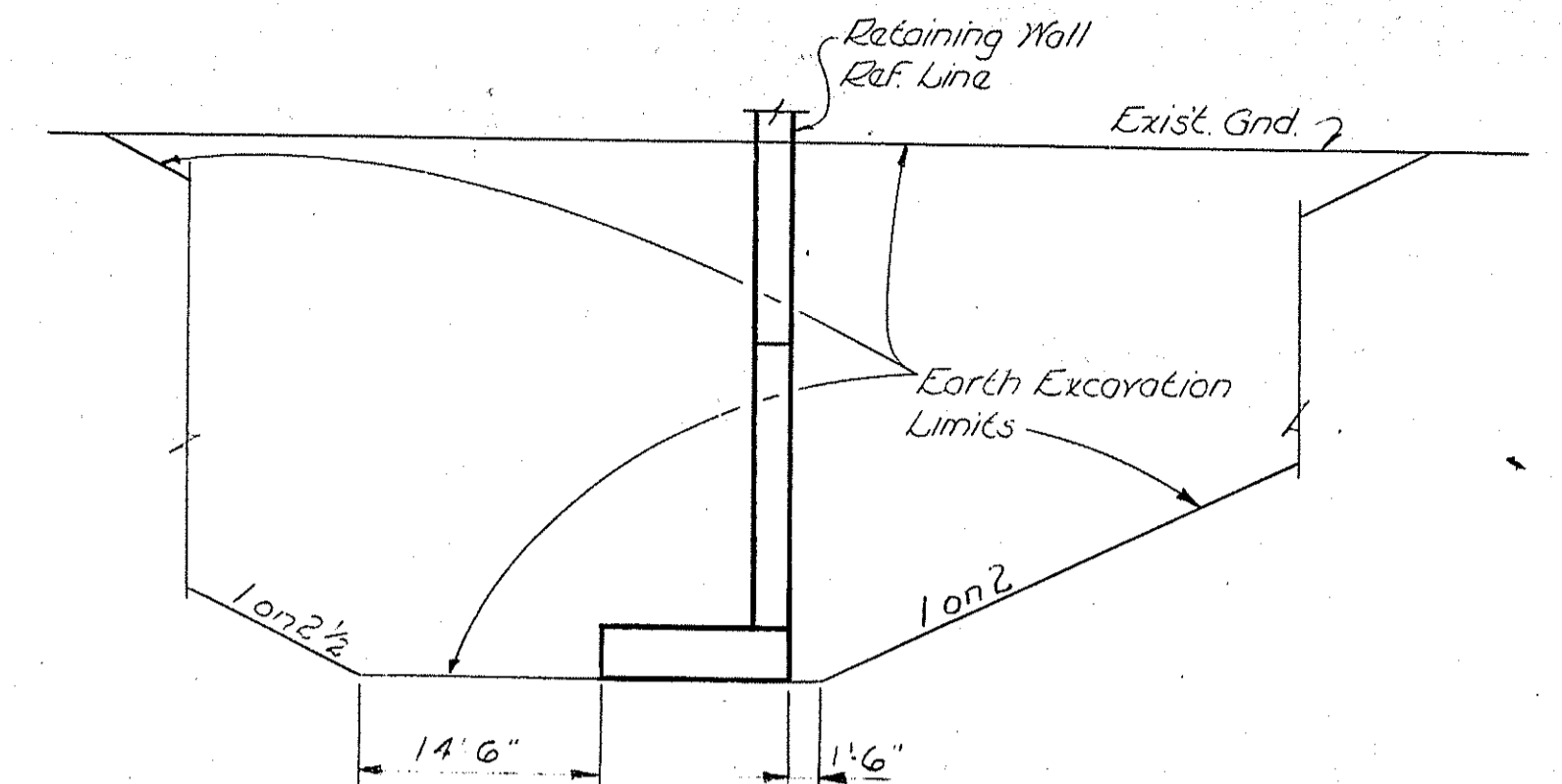
BENCH MARKS
 B.M. 34C Elev. 144.41
 Iron pipe on conc. base 10' East of an compass shad. 255 North of Sta. 257+22 I-96 Const. E.

UTILITIES
 Detroit Edison Co. has several lines in the immediate vicinity.

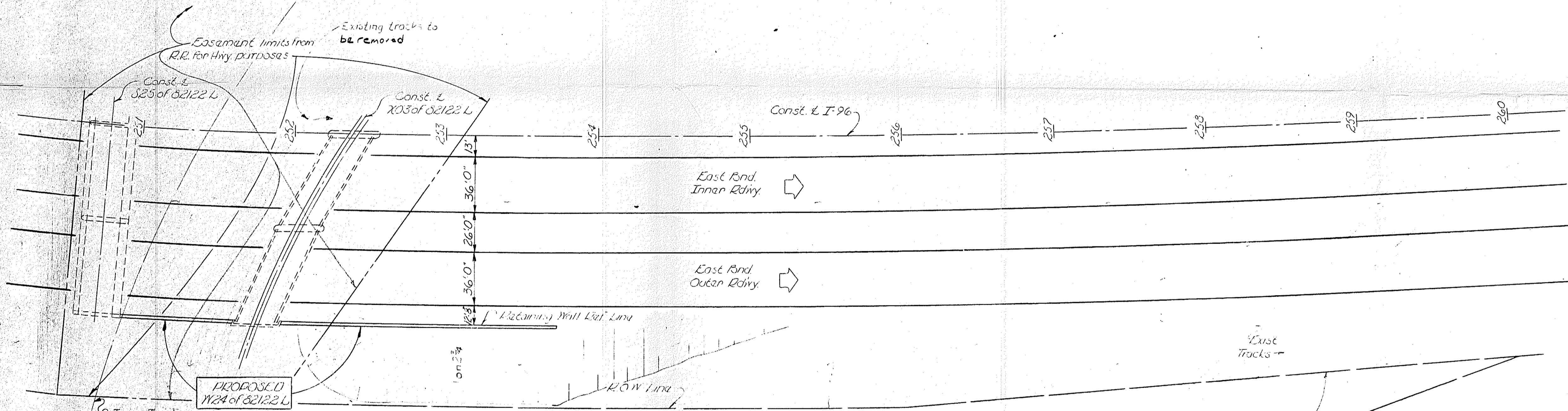
CURVE DATA
 I-96 CONST. E.
 Δ = 30°13'20" LC
 D = 3°00' Arc
 R = 1909.36'
 T = 515.72'
 L = 1007.41'
 E = 68.40'
 P.C.C. = 241+59.19
 P.T. = 247+04.91
 P.C.C. = 251+26.60
 Supere = 0.04%
 Δ = 15°19'24" LC
 D = 0°40'25" Arc
 R = 8505.25'
 T = 1144.16'
 L = 2274.66'
 E = 76.61'
 P.C.C. = 251+96.60
 P.T. = 263+40.76
 P.T. = 274+71.26
 No Super.



EXCAVATION LIMITS BETWEEN S25 + X03



EXCAVATION LIMITS THRU WALL EAST OF X03



SITUATION PLAN
 Scale: 1" = 40'

X03 of 82122 L	42300 (3300)	W.B. Outer
S25 of 82122 L	43900 (4400)	W.B. Inner
	43900 (4400)	E.B. Inner
	42300 (3300)	E.B. Outer

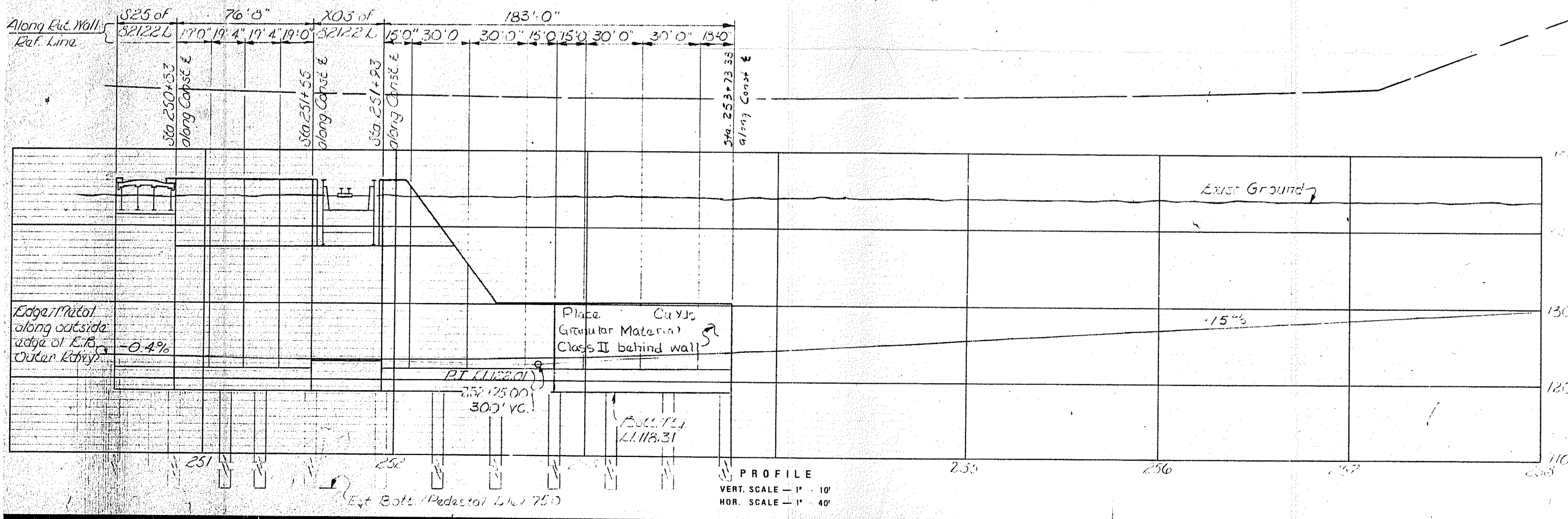
1988 ESTIMATED TRAFFIC DISTRIBUTION
 Legend:
 000 - A.D.T.
 (000) - D.H.Y.
 6% Commercial during D.H.Y.

APPROVED
 MICHIGAN PUBLIC SERVICE COMMISSION
 SEP 18 1972
 Director Railroad Division

NOTES:
 The work covered by these plans includes earth excavation, construction of the proposed retaining wall and pedestals and placing granular material to the limits shown. All other work is included with X03 or S25 of 82122L plans which are a part of this contract or Road Plans which are not part of this contract. Track removal is to be done by others and completed prior to awarding this contract.

Topography shown hereon represents conditions existing at the time the field survey was made. However, these conditions have been materially altered by the operations of others before the work has been started.

The portion of W24 of 82122L between S25 and X03 of 82122L cannot be built until X03 is complete and the temporary track removed.



PROFILE
 VERT. SCALE - 1" = 10'
 HOR. SCALE - 1" = 40'

Exhibit "F" - Sheet 2
 DTG DATE: 8/72
 PLAN DATE: 12.7.71

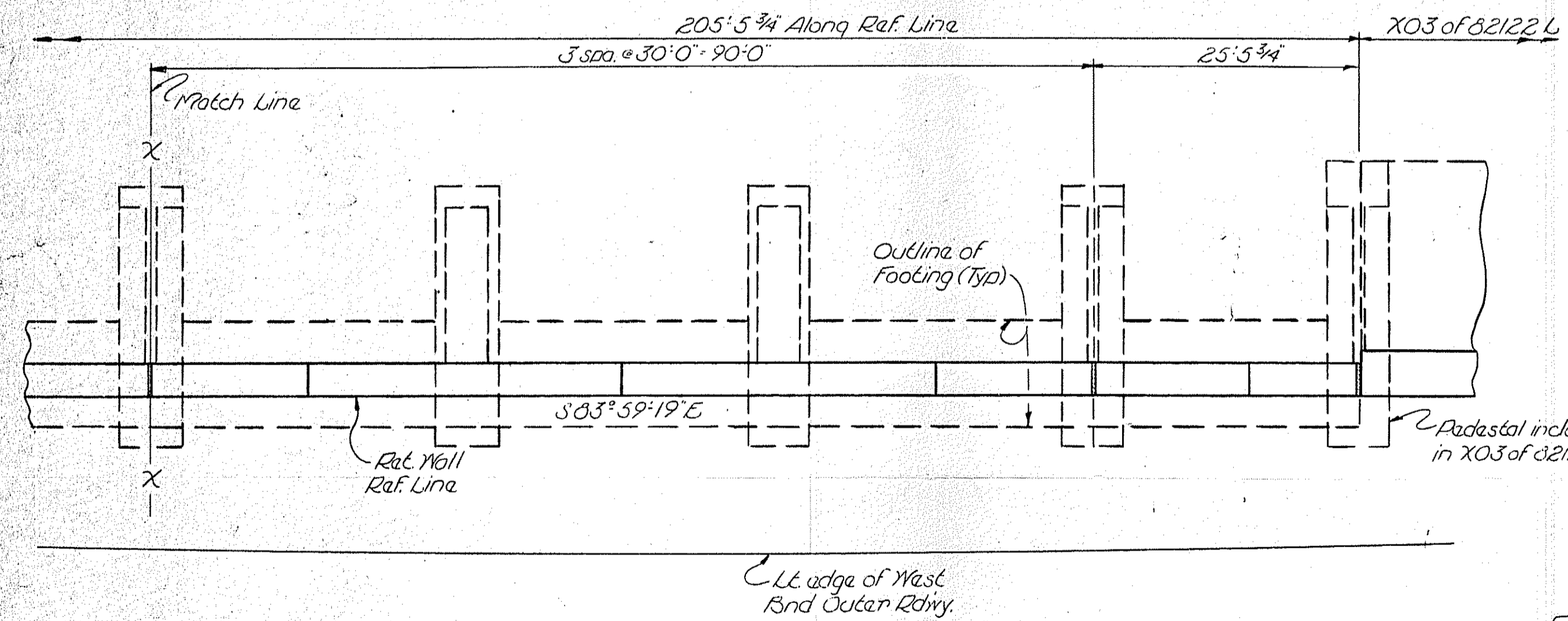
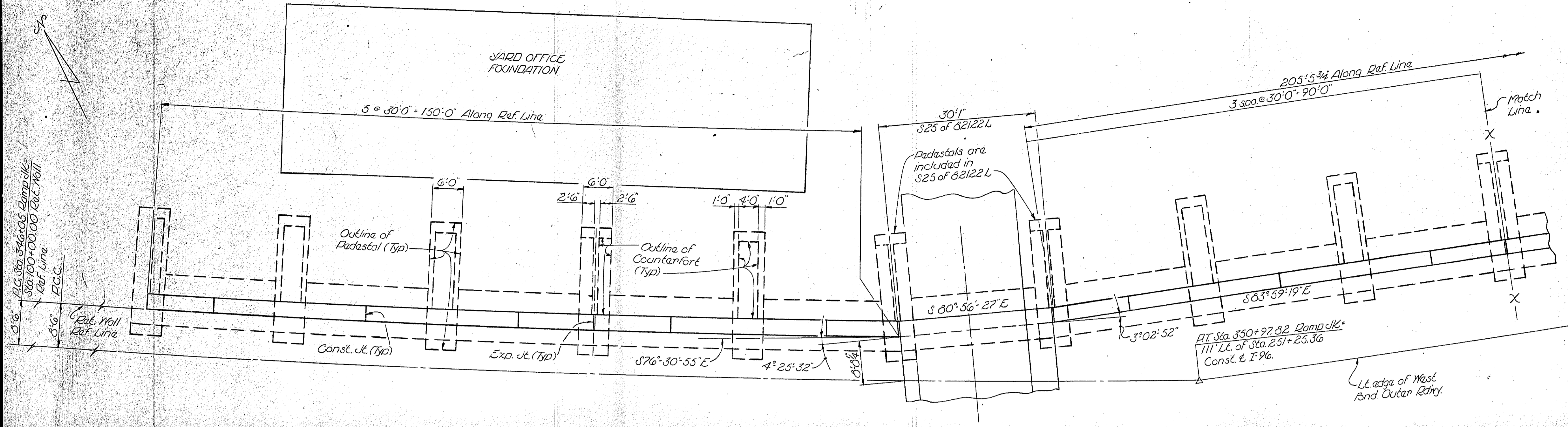
MICHIGAN DEPARTMENT OF STATE HIGHWAYS
 RETAINING WALL SOUTH OF I-96 AND EAST AND WEST OF C.B.O.R.R. 0.1 MILE EAST OF EVERGREEN IN THE CITY OF DETROIT.

GENERAL PLAN OF SITE
 PRELIMINARY PLAN B

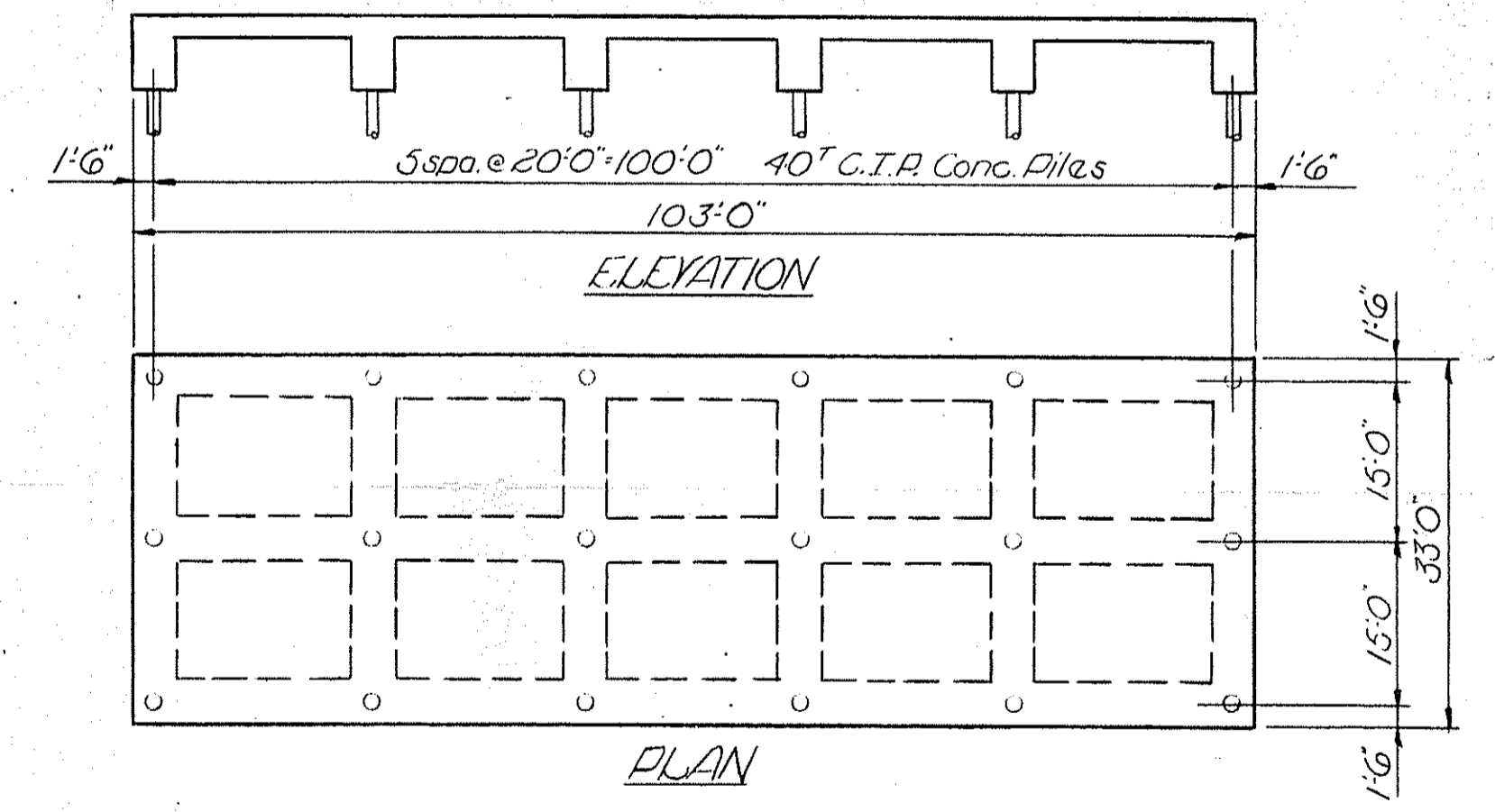
APPROVED	Lawrence O. Chick 1-3-72	ASS'T. DESIGN SUPERVISING ENGINEER
APPROVED	J. C. Thompson 1-3-72	DESIGN SUPERVISING ENGINEER

SQUARE FEET	Area	12,771
DRAWN BY	L.R.	2/16/71
TRACED BY		
CHECKED BY	Nelson	2/22/71
SHEET	3	

W24 of 82122L



PLAN
Scale: 1/32" = 1'-0"



PLAN
YARD OFFICE FOUNDATION

APPROVED
MICHIGAN PUBLIC SERVICE COMMISSION
SEP 18 1972
[Signature]
DIRECTOR RAILROAD DIVISION

Exhibit "G" - Sheet 1

MICHIGAN DEPARTMENT OF STATE HIGHWAYS
RETAINING WALL ALONG NORTH SIDE OF I-96 0.1 MILE EAST OF EVERGREEN
IN THE CITY OF DETROIT.

GENERAL PLAN OF STRUCTURE
PRELIMINARY PLAN B

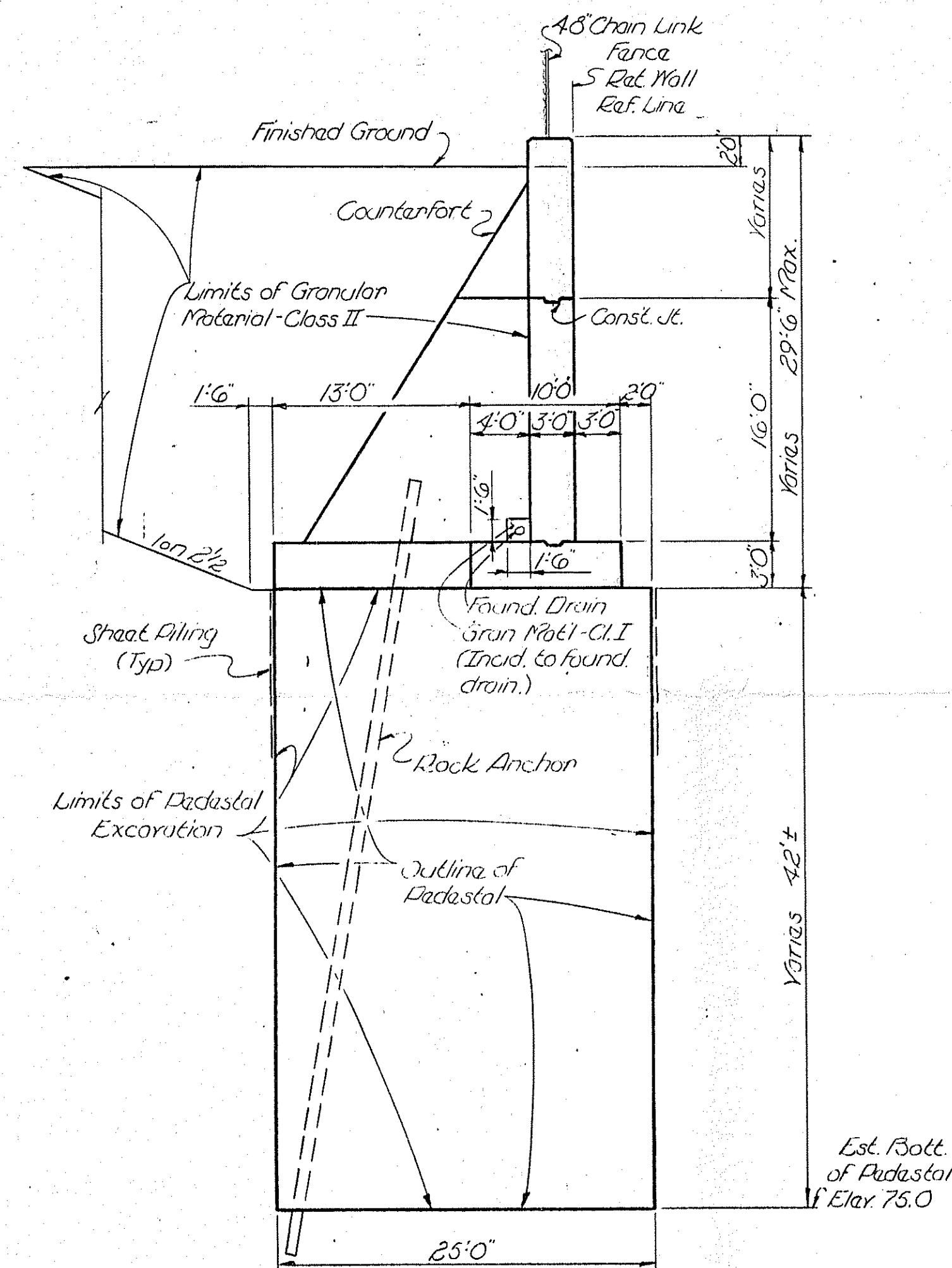
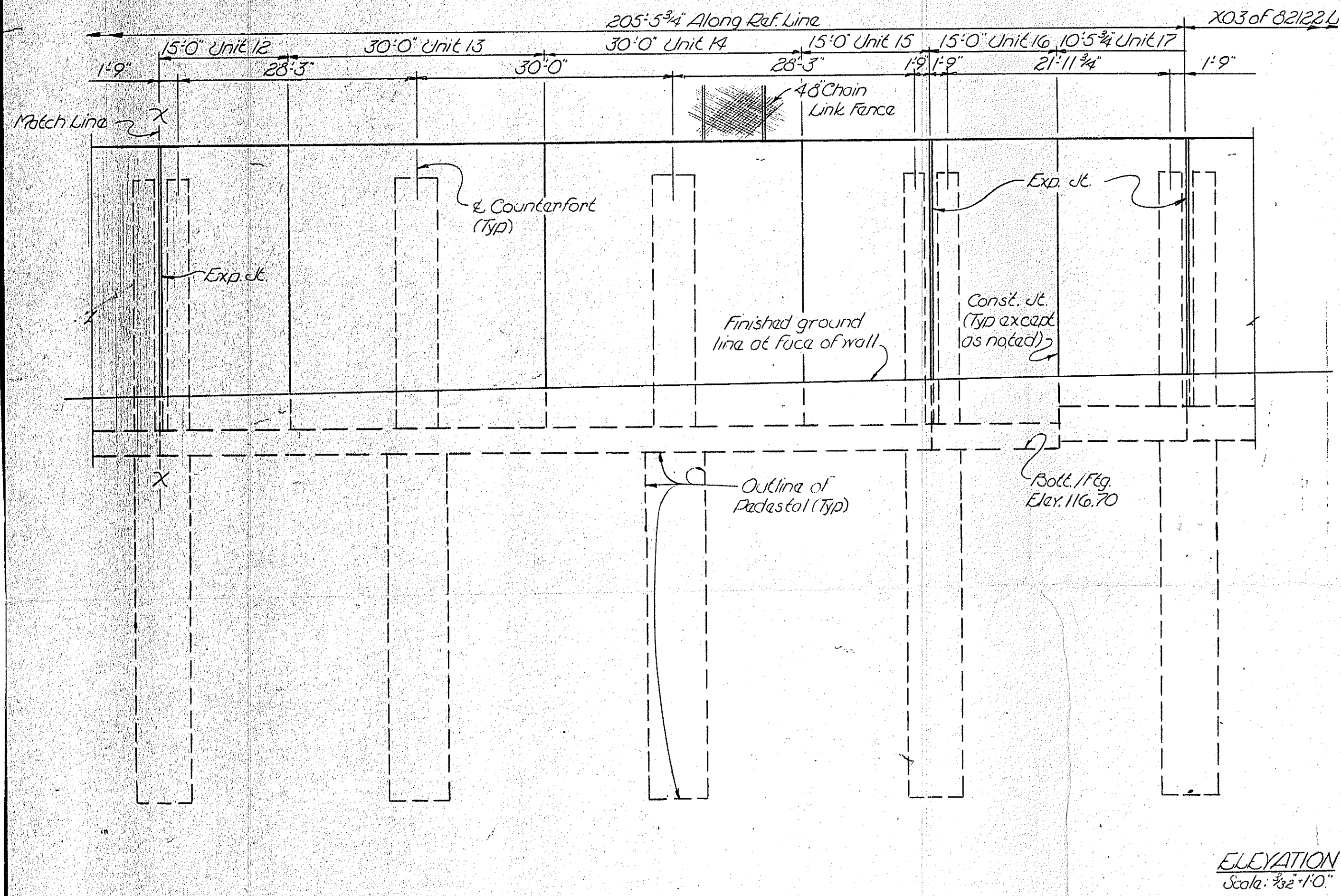
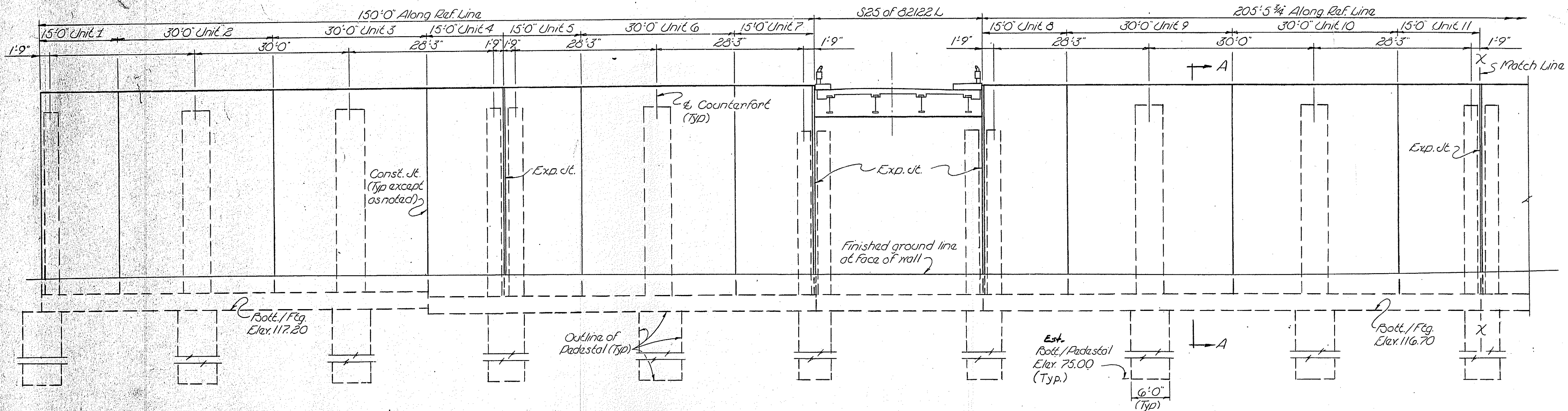
NO.	DESCRIPTION	DATE	BY

APPROVED *[Signature]* 1-3-72
ASST. DESIGN SUPERVISING ENGINEER

APPROVED *[Signature]* 1-3-72
DESIGN SUPERVISING ENGINEER

SQUAD NO.	<i>[Signature]</i>	12-2-71
DRAWN BY	<i>[Signature]</i>	11-19-71
CHECKED BY	<i>[Signature]</i>	12-6-71
SHEET	5	OF 7

W10 of 82122L



NOTE:
Rock anchors, pedestal excavation and sheet piling are included in the unit price bid for each pedestal.

APPROVED
MICHIGAN PUBLIC SERVICE COMMISSION

SEP 18 1972

W. Bush
DIRECTOR RAILROAD DIVISION

Exhibit 'G' - Sheet 2

MICHIGAN DEPARTMENT OF STATE HIGHWAYS
RETAINING WALL ALONG NORTH SIDE OF I-96 0.1 MILE EAST OF EVERGREEN
IN THE CITY OF DETROIT.

GENERAL PLAN OF STRUCTURE

PRELIMINARY PLAN B

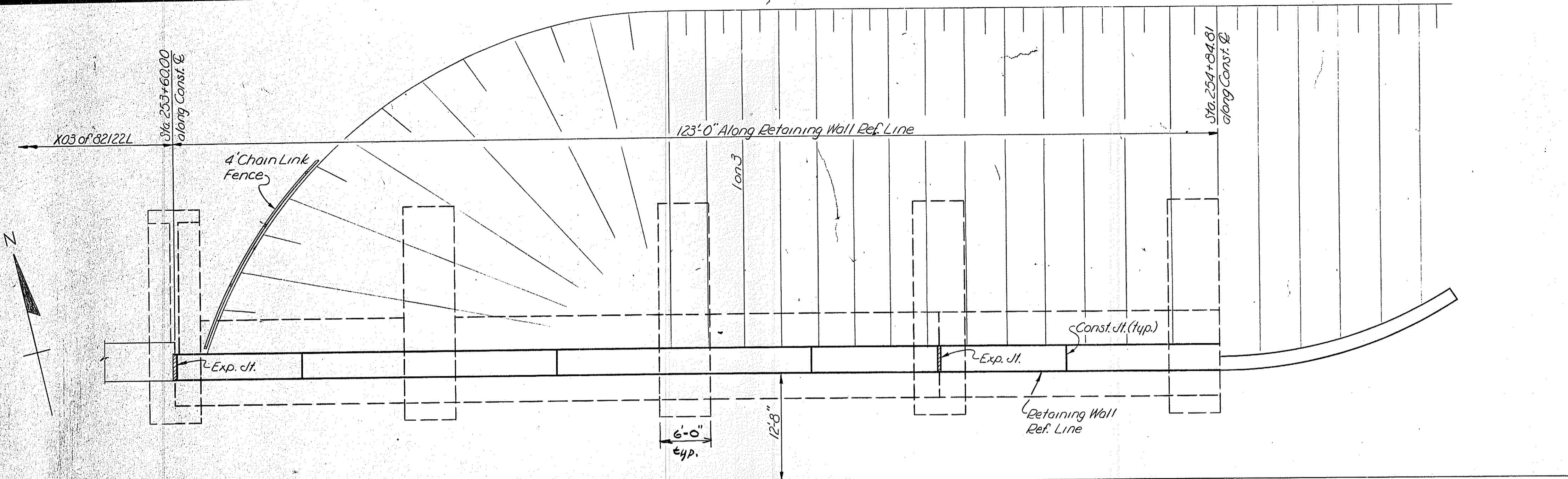
APPROVED *Lawrence O. Chick* 1-3-72.
ASST. DESIGN SUPERVISING ENGINEER
APPROVED *J. C. Trankow* 1-2-72.
DESIGN SUPERVISING ENGINEER

NO.	DESCRIPTION	DATE	BY

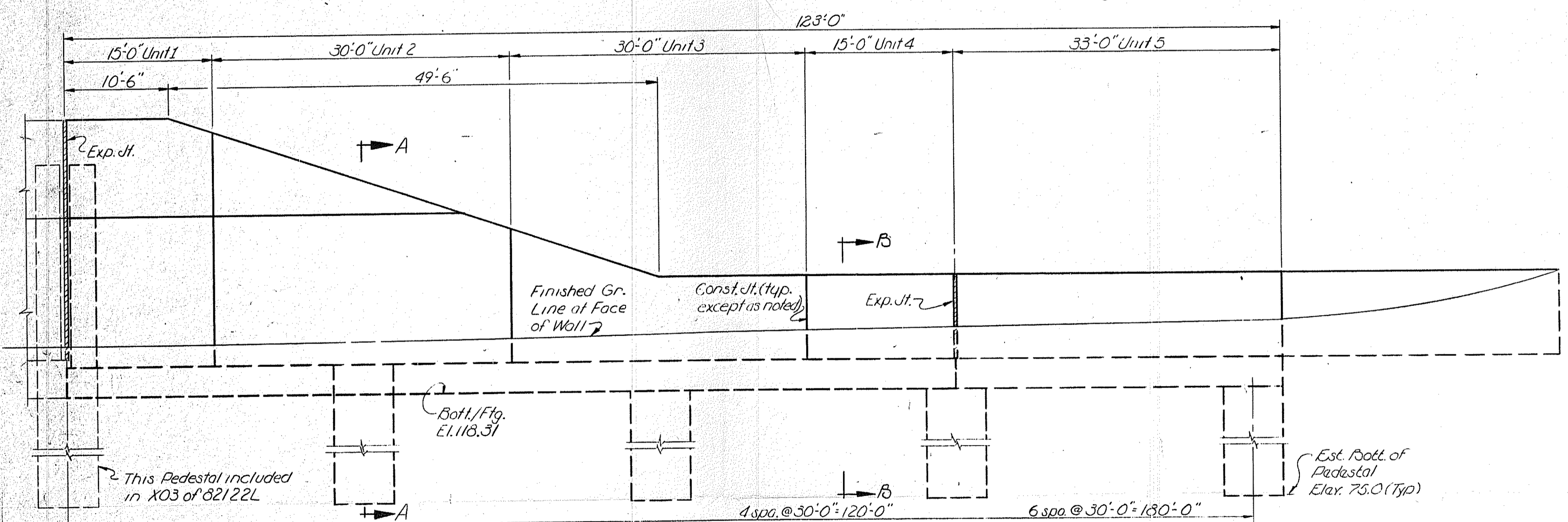
W. Bush 12-6-71
SHEET 2 OF 2

W10 of 82122 L

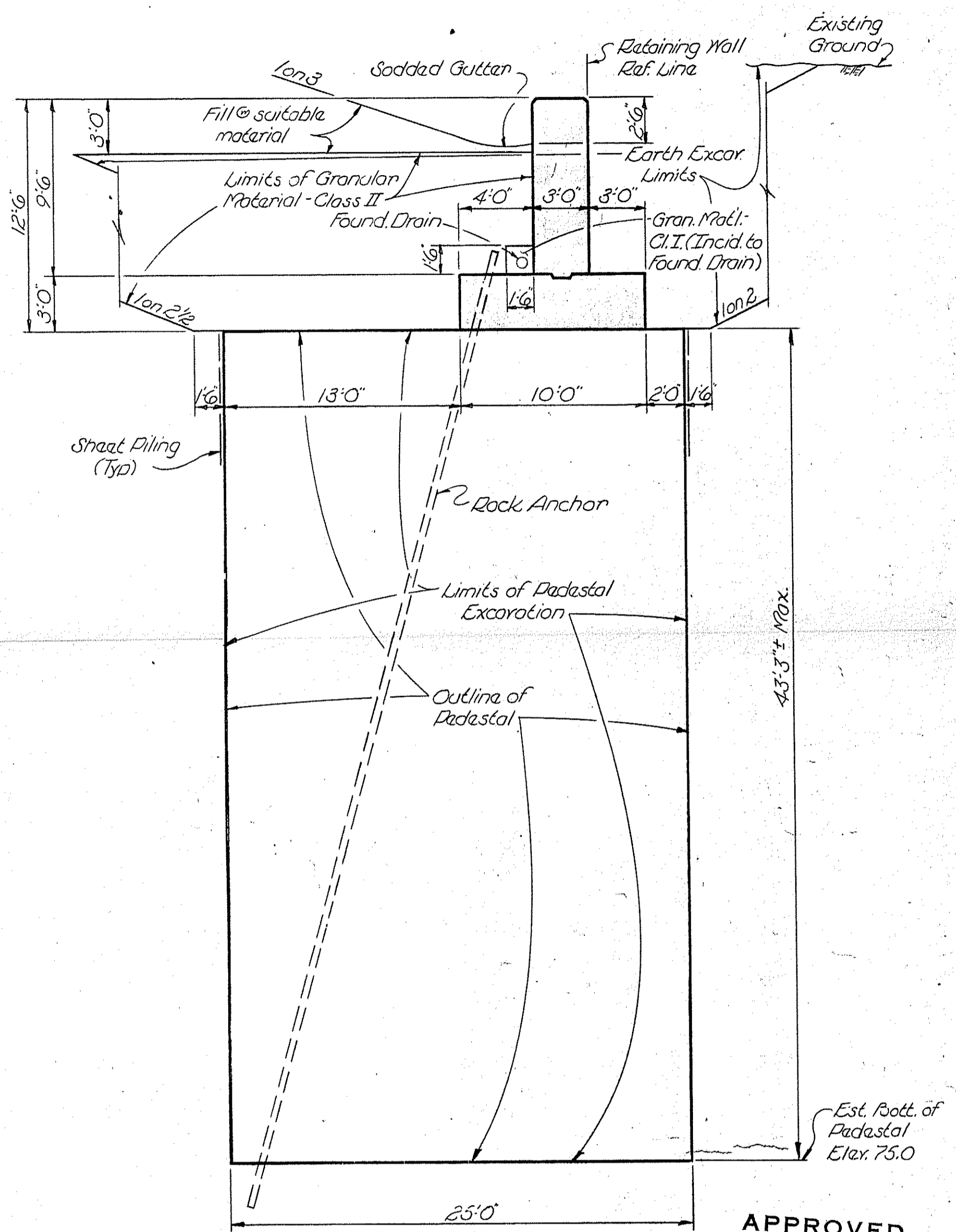
04226E



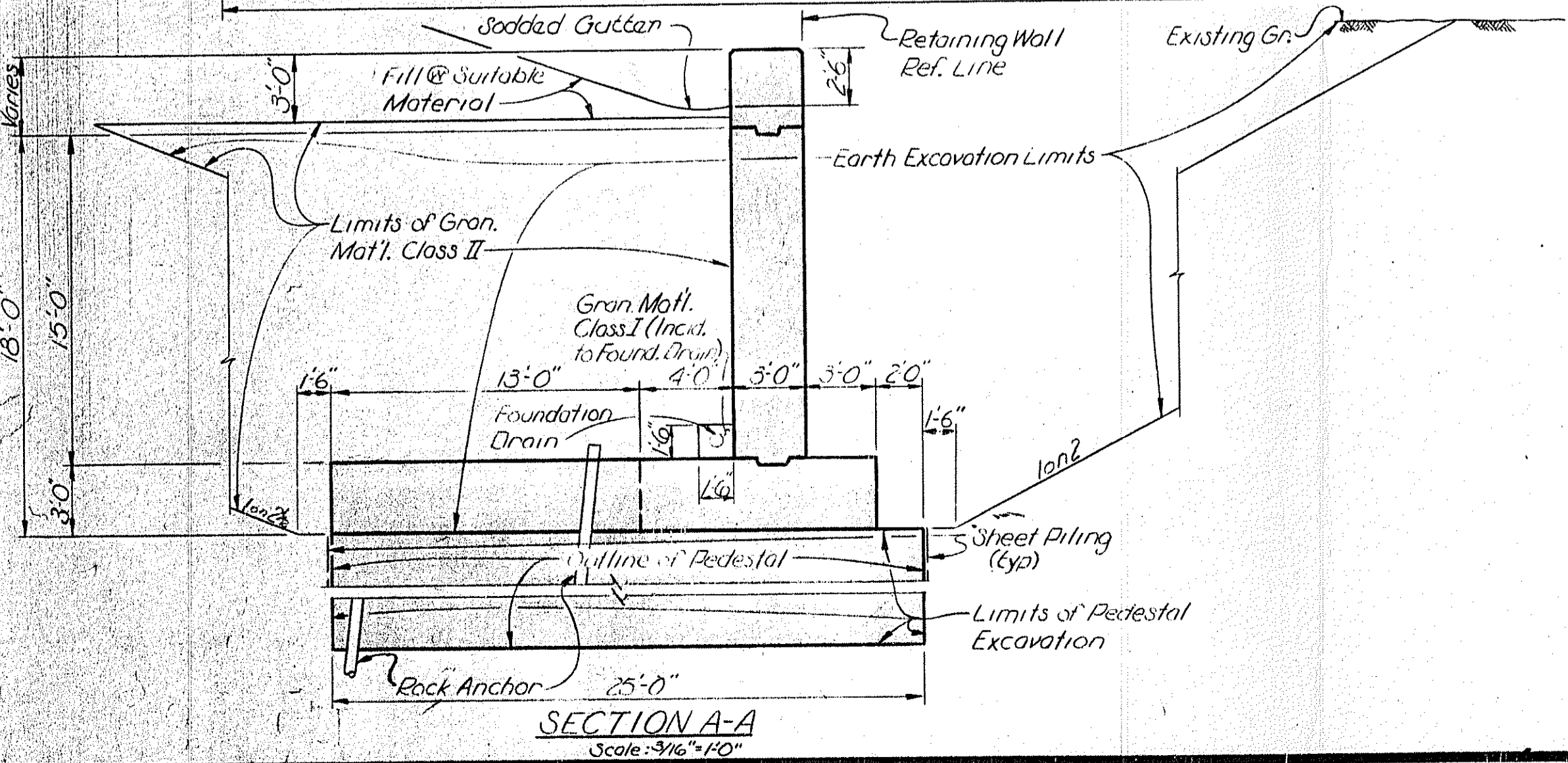
PLAN
Scale: 1/8" = 1'-0"



ELEVATION
Scale: 1/8" = 1'-0"



SECTION B-B
Scale: 3/16" = 1'-0"



SECTION A-A
Scale: 3/16" = 1'-0"

APPROVED
MICHIGAN PUBLIC SERVICE COMMISSION
SEP 18 1972
D. W. Morgan
DIRECTOR RAILROAD DIVISION

NOTES:
The design of this structure is based on the Michigan Department of State Highways Specifications for the Design of Highway Bridges, 1958 Edition and current A.S.S.H.O. Standard Specifications for Highway Bridges.
Rock Anchors, Pedestal Excavation, and Sheet Piling are included in unit price bid for each pedestal.

Exhibit "G" - Sheet A

MICHIGAN DEPARTMENT OF STATE HIGHWAYS
RETAINING WALL NORTH OF I-96 AND EAST OF C.&O. R.R. 0.1 MILE EAST OF EVERGREEN IN THE CITY OF DETROIT

GENERAL PLAN OF STRUCTURE
PRELIMINARY PLAN B

NO.	DESCRIPTION	DATE	BY

APPROVED *Lawrence O. Chick* 1-3-72
ASST. DESIGN SUPERVISING ENGINEER

APPROVED *J. C. Traylor, Jr.* 1-3-72
DESIGN SUPERVISING ENGINEER

REVISIONS

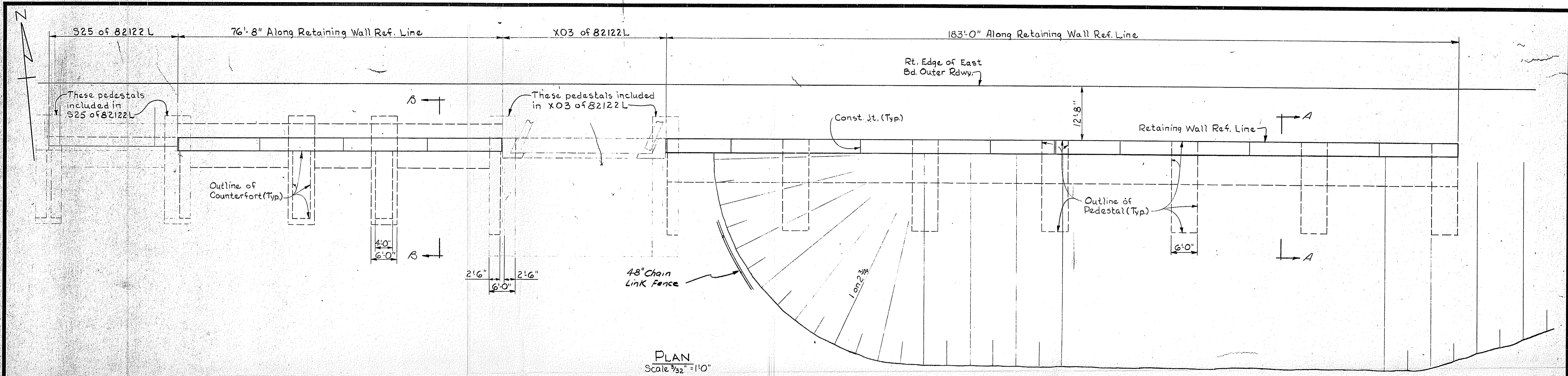
DATE 11-24-71

CHECKED BY 1151A 12-7-71

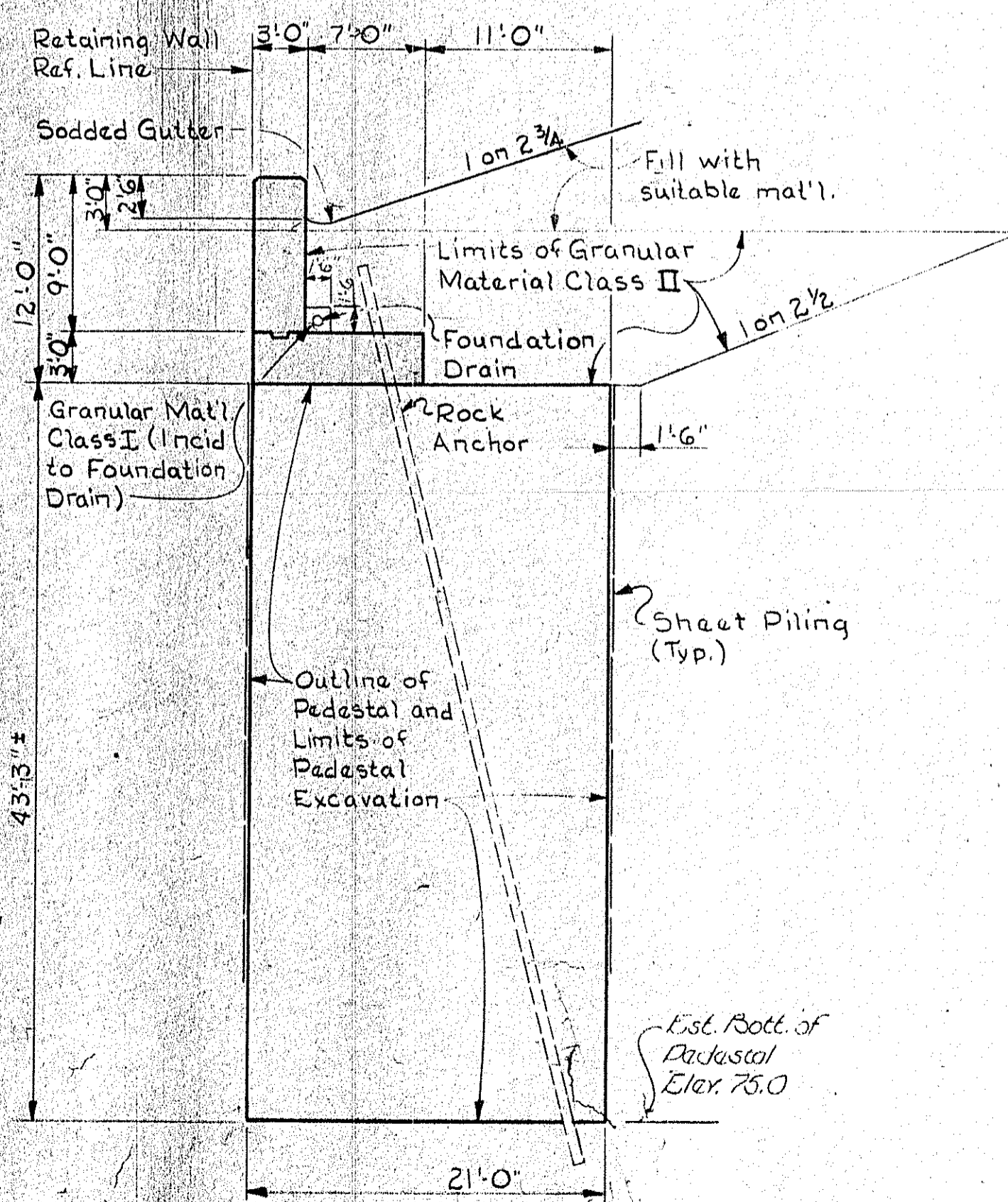
SHEET 3 OF 3

W23 of 82122L

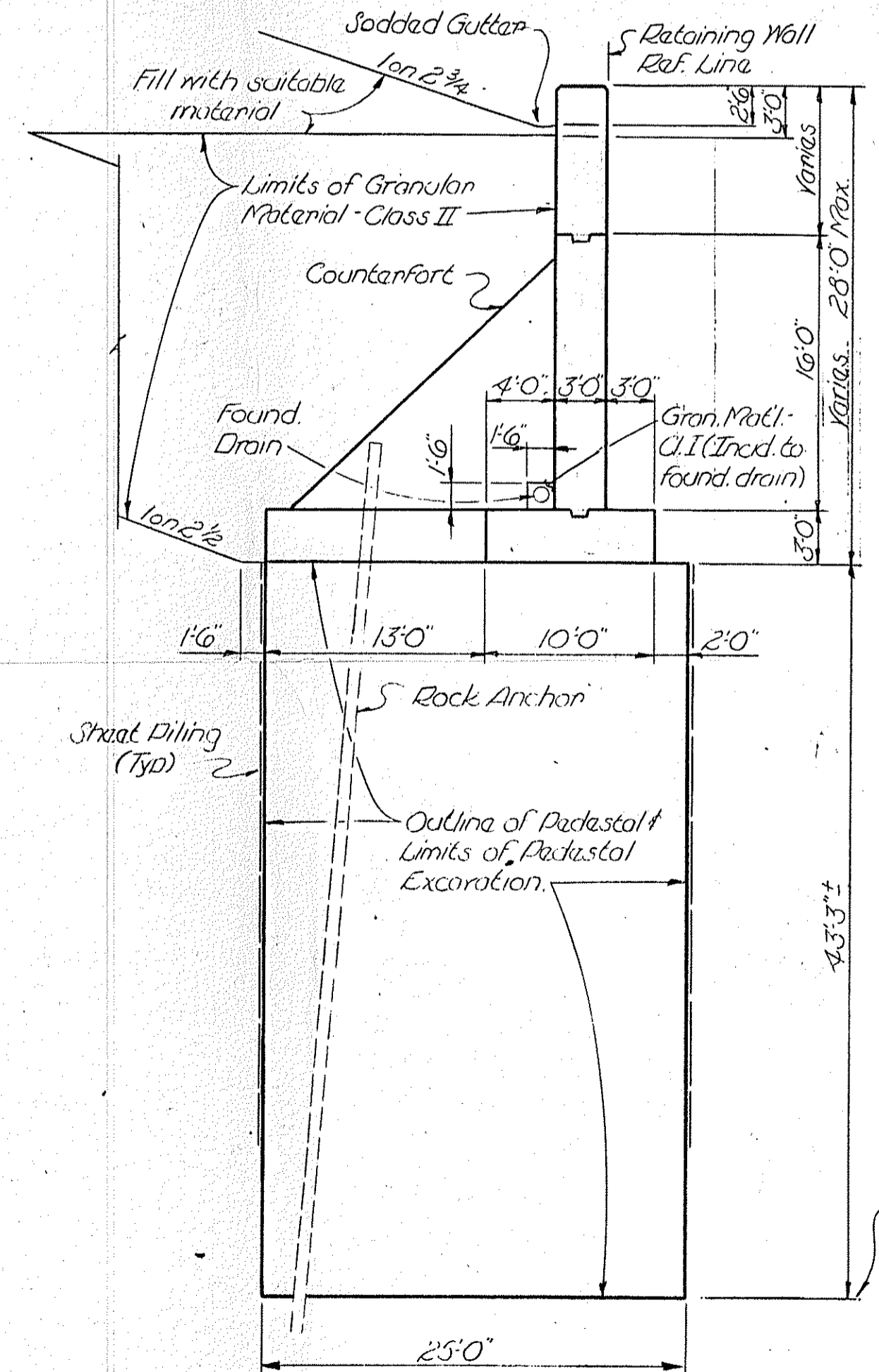
042266



PLAN
Scale 3/32" = 1'-0"



SECTION A-A
Scale 1/8" = 1'-0"



SECTION B-B
Scale 1/8" = 1'-0"

APPROVED
MICHIGAN PUBLIC SERVICE COMMISSION
SEP 18 1972
[Signature]
DIRECTOR ROAD AND DIVISION

Exhibit "G" - Sheets

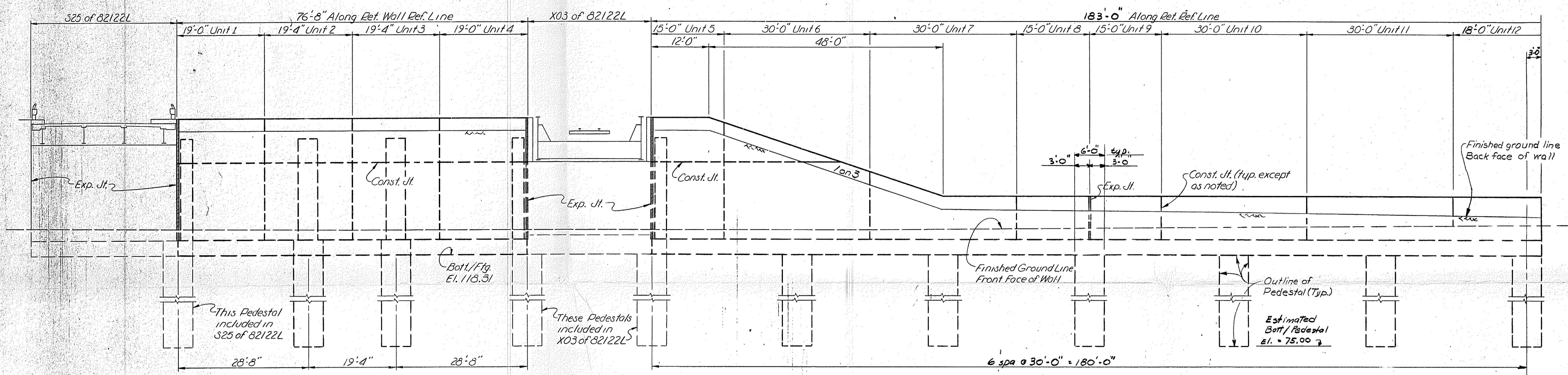
MICHIGAN DEPARTMENT OF STATE HIGHWAYS
RETAINING WALL SOUTH OF I-96 AND EAST AND WEST OF C & O.R.R. O.I
MILE EAST OF EVERGREEN IN THE CITY OF DETROIT
GENERAL PLAN OF STRUCTURE
PRELIMINARY PLAN "B"

APPROVED *[Signature]* 1-3-72
ASST. DESIGN SUPERVISING ENGINEER

APPROVED *[Signature]* 1-3-72
DESIGN SUPERVISING ENGINEER

SQUAD ROOM *[Signature]* 12-7-71
DRAWN BY *[Signature]*
CHECKED BY *[Signature]*
REPORT 2 OF 3

W24 of 82122L



REAR OF WALL ELEVATION
 Scale: 3/16" = 1'-0"

NOTES:
 The design of this structure is based on the Michigan Department of State Highways Specifications for the Design of Highway Bridges, 1958 Edition and current A.S.S.H.O. Standard Specifications for Highway Bridges.
 Rock Anchors, Pedestal Excavation, and Sheet Piling are included in unit price bid for each pedestal.
 For Earth Excavation Limits see Sheet #1, W24 of 82122L

APPROVED
 MICHIGAN PUBLIC SERVICE COMMISSION
 SEP 18 1972

 DIRECTOR RAILROAD DIVISION

Exhibit "G" - Sheet 6

MICHIGAN DEPARTMENT OF STATE HIGHWAYS
 RETAINING WALL SOUTH OF I-96 AND EAST AND WEST OF C.&O. R.R. 0.1 MILE EAST OF EVERGREEN IN THE CITY OF DETROIT

GENERAL PLAN OF STRUCTURE
 PRELIMINARY PLANS

APPROVED		1-3-72	ASST. DESIGN SUPERVISING ENGINEER
APPROVED		1-3-72	DESIGN SUPERVISING ENGINEER

SQUAD BOSS		12-3-71
DRAWN BY	Costar	12-1-71
TRACED BY	KEB	12/6/71
CHECKED BY	KEB	12/6/71
SHEET	3	OF 3

W24 of 82122L