

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of application by the Michigan)
Department of State Highways for authority to)
construct, establish and maintain a grade)
separation structure carrying the tracks of)
the Chesapeake and Ohio Railway Company over) File No. RR-5650
the route of Interstate Highway I-96 (Jefferies)
Freeway; Detroit - Muskegon Expressway), at a)
point approximately 480 feet west of Hubbell)
Street and 60 feet south of Fullerton Avenue,)
in the City of Detroit, Wayne County, Michigan.)

At a session of the Michigan Public Service Commission
held at its offices in the City of Lansing, Michigan, on
June 15, 1970.

PRESENT:	Hon. Willis F. Ward,	Chairman
	Hon. William A. Boos, Jr.,	Commissioner
	Hon. Lenton G. Sculthorp,	Commissioner

GRADE SEPARATION STRUCTURE AUTHORIZED

Application in the above-captioned matter has been filed with
this Commission, in a May 26, 1970 letter by the Michigan Depart-
ment of State Highways. Submitted with the application is a copy
of an Agreement, dated May 25, 1970, as executed by and between the
Michigan State Highway Commission, the Board of County Road

Commissioners of the County of Wayne, Michigan, the City of Detroit, Michigan, and the Chesapeake and Ohio Railway Company. Accompanying the Agreement are copies of the pertinent Michigan Department of State Highways Plans for the project under that department's file No. X06 of 82123D.

The Agreement sets forth the mutual understandings of the parties signatory in the preparation and approval of plans and specifications, the construction of the structure and of the related appurtenances and all requirements, including the maintenance, repair, replacement and renewal thereof, and the allocation of costs involved therein. The Plans for the Project are identified individually and in the Agreement as:

- Exhibit A = General Plan of Site,
- Exhibit B = General Plan of Structure, and
- Exhibit C = Right-of-way layout (2 sheets).

Submitted with these Plans is a copy of the Construction and Excavation Plan; this particular Plan is not identified as an Exhibit in the Agreement.

The application submits that, as an integral part of the construction of Interstate Route 96, the proposed structure is in the interest of safety and convenience to the traveling public. Further,

request is made for this Commission's Order authorizing and requiring the subject structure, in accordance with the provisions of the said Agreement.

In due consideration of this matter, including the said Agreement, Plans and request, it is the opinion of this Commission that construction and establishment of the proposed grade separation structure will reasonably enhance and therefore benefit public safety and convenience. We therefore FIND that the said request may be granted and our Order issued authorizing and requiring the said structure.

IT IS THEREFORE ORDERED that permission and authority may be, and the same are hereby, granted to and shall be exercised by the Michigan Department of State Highways to construct, establish and maintain a grade separation structure, as captioned hereinabove, in accordance with the provisions of an Agreement, dated May 25, 1970, as executed by and between the Michigan State Highway Commission, the City of Detroit, Michigan, the Board of County Road Commissioners of the County of Wayne, Michigan, and the Chesapeake and Ohio Railway Company, and substantially in accord with Michigan Department of State Highway Plans, as described and identified hereinabove for Highway Department File No. X06 of 82123D, and it is FURTHER ORDERED that the said Agreement and Plans shall be, and are hereby, approved and made a part hereof.

IT IS FURTHER ORDERED that when the authority granted hereinabove has been exercised the same shall be so stated in writing to this Commission by the Michigan Department of State Highways.

MICHIGAN PUBLIC SERVICE COMMISSION

/s/ Willis F. Ward
Chairman

(S E A L)

/s/ William A. Boos, Jr.
Commissioner

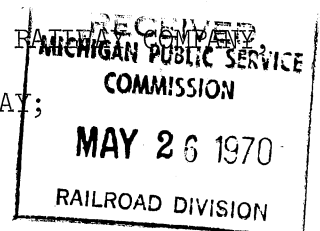
/s/ Lenton G. Sculthorp
Commissioner

By the Commission and
pursuant to its action
of June 15, 1970.

/s/ Earl B. Klomparens
Its Secretary

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THIS AGREEMENT, made this 25th day of May,
A. D. 1969⁷⁰, by and between the MICHIGAN STATE HIGHWAY COMMISSION, hereinafter
referred to as the COMMISSION, the BOARD OF COUNTY ROAD COMMISSIONERS OF THE
COUNTY OF WAYNE, MICHIGAN, a public body corporate, hereinafter referred 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 collect-
ively as the PUBLIC AUTHORITIES, and THE CHESAPEAKE AND OHIO RAILROAD COMPANY,
a Virginia corporation, hereinafter referred to as the RAILWAY;



W I T N E S S E T H :

WHEREAS, pursuant to an agreement between the COMMISSION, the
BOARD and the CITY, dated February 3, 1959, amended, supplemented and mutually
agreed to by a Supplemental Contract No. 2, dated March 16, 1965, and in con-
formity with existing laws, the PUBLIC AUTHORITIES have agreed to the construc-
tion by the COMMISSION of a limited access freeway in the City of Detroit,
County of Wayne, and State of Michigan, being known as Detroit-Muskegon Express-
way (I-96 Jeffries Freeway), hereinafter referred to as the Freeway, which will
extend from the Fisher Freeway near Michigan Avenue and Twenty-first Street
northerly to the vicinity of Grand River Avenue, thence northwesterly generally
along and near Grand River Avenue to the vicinity of Fullerton Avenue, thence
westerly to the west city limits of Detroit near Davison Avenue; and

WHEREAS, the proposed Freeway will cross the right of way and
below the tracks of the RAILWAY at a point approximately 480 feet west of
Hubbell Street and 60 feet south of Fullerton Avenue in the City of Detroit,
County of Wayne, and State of Michigan; and

WHEREAS, the separation of railroad and Freeway grades at said
proposed crossing of the Freeway with the right of way and tracks of the RAIL-
WAY by means of a highway underpass structure and approaches to carry railroad

traffic, as a matter of public safety and convenience, has been approved by the Bureau of Public Roads, Federal Highway Administration, United States Department of Transportation, hereinafter referred to as the BUREAU, as a PROJECT for construction through the use of funds provided by the United States Government for 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 crossing, the preparation and approval of plans and specifications, the construction of said highway underpass structure and approaches, the construction of highway and railroad drainage facilities where required, the removal, relocation and replacement of permanent tracks and facilities of the RAILWAY, and the incidental work made necessary by such highway underpass 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 or the CITY, individually or collectively, (except as to future maintenance, repair, replacement and renewal provided for in SECTION 20 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 (Control Section 82123) 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 PUBLIC AUTHORITIES will construct a highway underpass structure on the right of way and below the tracks of the RAILWAY at

the location aforesaid, pursuant to all of the terms and conditions of this Agreement, and, for the purposes of said construction work, said PUBLIC AUTHORITIES and their 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 condition deemed by the Chief Engineer of the RAILWAY to be suitable for railroad purposes.

SECTION 3: Each of the PUBLIC AUTHORITIES, by proper action in the manner provided by law, shall adopt the lines shown on the General Plans for the PROJECT, hereto attached as Exhibits, as the profile fixing the level to which the proposed Freeway shall be depressed. The RAILWAY hereby approves the horizontal clearances of the structure required to carry its tracks over the Freeway as shown on the Plans.

SECTION 4: The General Plans for the PROJECT and the cost of the work to be performed by the RAILWAY on a force account basis are shown on the following Exhibits which are attached to and made a part of this Agreement:

Exhibit A - General Plan of Site, showing present topography adjacent to and including the tracks of the RAILWAY, location of proposed highway underpass structure, location of drainage structures, the proposed profile of the RAILWAY.

Exhibit B - General Plan of Structure, showing general plan, elevation and sections of the proposed highway underpass structure, and highway and railroad clearances.

Exhibit C - Right of way layout (2 sheets), showing existing and proposed track location of the RAILWAY, existing right of way of the RAILWAY, proposed right of way of the Freeway, parcel over which an easement for operating railroad purposes will be granted by the COMMISSION to the RAILWAY (Parcel A), parcel over which an easement for underpass highway purposes will be granted by the RAILWAY to the COMMISSION (Parcel B),

parcel which the COMMISSION will purchase and which the RAILWAY will grant to the COMMISSION in fee simple (Parcel C), and parcel over which an easement for street purposes will be granted by the RAILWAY to the CITY, (Parcel D).

Exhibit D - Estimated cost of the work to be performed by the RAILWAY in conjunction with said PROJECT on a force account basis.

Exhibit E - The Chesapeake and Ohio Railway Company's Drawing No. 26692-C, last revised January 21, 1970, indicating the track changes to be performed by the COMMISSION'S Contractor and by the RAILWAY required by the PROJECT.

A.B./mk
under-lined revision
approved for City of
Detroit 4/24/70

SECTION 5: The COMMISSION will prepare, at no expense to the RAILWAY, all designs, detailed plans and specifications for the highway underpass structure, and for the approaches and facilities providing for railroad and Freeway 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 BUREAU before the awarding of construction contracts for such work. All of said work shall be designed, detailed and constructed in accordance with the current specifications and standards of the COMMISSION, 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 will prepare and furnish to the COMMISSION an estimate of the cost and plan of the work to be performed by it on a force account basis as specified in SECTION 10, including the cost of the insurance specified in SECTION 13 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, plan and schedule, and

from
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R.C.T. 4-20-70
plus 5-25-70
Cornes WCEC
4-29-70

for the expense incurred in reviewing the project agreement, plans 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 approved by the Chief Engineer of the RAILWAY, 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 COMMISSION, 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 expense of the Contractor, such switchtenders, flagmen, telegraph operators, conductors, pilots, inspectors, watchmen or other protective services or devices as, in the opinion of the Chief Engineer of the RAILWAY, are required to insure safety and continuity of railroad traffic during the Contractor's operations. The COMMISSION will, by appropriate contract provisions, require its Contractor to reimburse the RAILWAY for such services and devices promptly on receipt of bills, and agrees to withhold final payment to its Contractor until the RAILWAY has notified the COMMISSION that all such bills have been settled. It is expressly understood that no provisions of this section nor approval by the RAILWAY as to construction operations shall relieve the Contractor of any responsibility or liability whatsoever.

SECTION 9: The COMMISSION, on behalf of the PUBLIC AUTHORITIES, will undertake and perform, through its Contractors:

- (a) The construction of the highway underpass structure and approaches.
- (b) The construction of highway and railroad drainage facilities where required.
- (c) Grading for the reconstruction of the permanent and temporary tracks of the RAILWAY.
- (d) Furnish all ballast and switch and cross ties and perform all track-work indicated on Exhibit D and shown on Exhibit E as to be performed by the Contractor.
- (e) The shop and mill inspection incident to the fabrication of steel work for the highway underpass structure.
- (f) All work incidental to any of the foregoing, excepting the work agreed in SECTION 10 hereof to be performed by the RAILWAY.

SECTION 10: The RAILWAY will, at PROJECT expense, on a force account basis, using its own forces and equipment:

- (a) Furnish all materials required therefor and make all temporary and permanent changes to its communication and signal lines that may be necessitated by the PROJECT.
- (b) Furnish all materials, including ballast, ties, rail and fastenings, and perform all work involved in making permanent or temporary connections to tracks constructed by COMMISSION'S Contractor with the existing tracks.
- (c) Furnish sufficient track material, except ballast and switch and cross ties furnished by the COMMISSION'S Contractor, including rail, splice bars, bolts, nutlocks, spikes, frogs, switch points and guard rails required by the COMMISSION'S Contractor for track-work to be performed by him.
- (d) Perform the checking of shop plans incident to the fabrication of steel work for said highway underpass structure.

The RAILWAY will credit the COMMISSION with the salvage value of all track and communication and signal material used by it on a temporary basis during the construction of the PROJECT and accepted by the RAILWAY for return to its stock. Such salvage value is to be computed in accordance with the provisions of Policy and Procedure Memorandum No. 30-3, dated October 15, 1966, and amendments thereto of the BUREAU.

SECTION 11: Any work necessitated by the PROJECT but not specifically provided for in this Agreement which shall involve temporary or permanent changes to any facilities of the RAILWAY shall be performed, at PROJECT expense, by one of the parties hereto as may be mutually agreed upon from time to time during the progress of the work and in conformity with the rules and regulations of the BUREAU as then in effect.

SECTION 12: The RAILWAY will keep an accurate and detailed account of the costs and expenses incurred by it in the performance of the work which it herein agrees to undertake and perform. Said account shall be accessible for review and auditing by the COMMISSION and by the BUREAU. 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 15, 1966, and amendments thereto of the BUREAU in effect at the time of billing. The COMMISSION will pay from PROJECT funds such amounts as are approved for payment by the BUREAU 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 BUREAU will not participate because such costs and expenses were incurred by the RAILWAY prior to the date on which the BUREAU approved the program which includes the PROJECT. The COMMISSION 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 BUREAU has made its final audit.

SECTION 13: 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 Five Hundred Thousand Dollars (\$500,000.00) 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 Michigan State Highway Commission, the County of Wayne, the Board of County Road Commissioners of the County of Wayne, 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. In no event shall the aggregate cost of such policy or policies exceed \$1,846.00. Final payment of insurance premiums will not be made until a certified statement as to final costs of insurance is furnished to the COMMISSION.

SECTION 14: 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 BUREAU, dated June 30, 1967, and amendments thereto of the BUREAU. 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 15: The COMMISSION, at PROJECT expense, will acquire the necessary right of way for the relocation of certain tracks of the RAILWAY, except that now owned by the RAILWAY, as shown on Exhibit C.

The COMMISSION will grant and convey to the RAILWAY, by a separate instrument in recordable form, a properly described easement for railroad purposes over Parcel A as shown on Exhibit C.

The RAILWAY will grant and convey to the COMMISSION, by a separate instrument in recordable form, a properly described easement for underpass highway purposes over and across Parcel B as shown on Exhibit C.

The RAILWAY and the COMMISSION will negotiate for the conveyance by the RAILWAY to the COMMISSION, in fee simple, of Parcel C, as shown on Exhibit C.

The RAILWAY will grant and convey to the CITY, for and in consideration of a service charge of Two Hundred and Fifty Dollars (\$250.00) to be paid by the COMMISSION at PROJECT expense, by a separate instrument in recordable form, a properly described easement for street purposes over Parcel D, as shown on Exhibit C.

It is expressly understood that the RAILWAY will not have vehicular access from its abutting property to said Freeway except by

the use of public highways.

SECTION 16: The PUBLIC AUTHORITIES will, at their own expense, secure the necessary right of way, except that now owned by the RAILWAY as covered in SECTION 15 hereof, and 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 said 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 Freeway.

SECTION 17: The classification of the PROJECT is in accordance with the BUREAU'S Policy and Procedure Memorandum No. 21-10, Section 5, b, (4), as amended, Existing Railroad Crossed by New Highway. Inasmuch as Interstate Route I-96 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.

SECTION 18: 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 highway and 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 19: 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 on the RAILWAY, and this Agreement shall thereupon terminate forthwith.

SECTION 20: When the work of construction of the PROJECT has been completed, the RAILWAY, at its sole cost and expense, will maintain, repair, replace and renew its tracks, ties, ballast and approach embankments, and will repair or replace, or cause to be repaired or replaced, any portion of the highway underpass structure, 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. 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 highway underpass structure, the roadway surfacing, the roadway slopes, and the highway 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 highway underpass structure, the roadway surfacing the roadway slopes, and the drainage facilities, which may be damaged or destroyed by accident or otherwise resulting from highway traffic.

SECTION 21: 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 22: 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 23: (a) In connection with the performance of work under this Agreement, the parties hereto (hereinafter in this sub-section 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) During the performance of this Agreement, the parties hereto, for themselves, their assignees, and successors in interest (hereinafter in this sub-section 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 Commerce (15 C.F.R. Part 8) issued pursuant to said Act, including Appendix "B" attached hereto and made a part hereof.

SECTION 24: 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 25: 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
MICHIGAN PUBLIC SERVICE COMMISSION

Approved for 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 as to substance and engineering:

JUN 15 1970

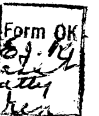
[Signature]
DIRECTOR RAILROAD DIVISION

MICHIGAN STATE HIGHWAY COMMISSION

By *[Signature]*
~~Assistant to the Chief Engineer~~
ASSISTANT TO CHIEF
BUREAU OF ENGINEERING
BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF WAYNE, MICHIGAN

MICHIGAN STATE HIGHWAY COMMISSION

By *[Signature]*
STATE HIGHWAY DIRECTOR



By *[Signature]*
County Engineer

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

CITY OF DETROIT

By *[Signature]*
City Engineer

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

By *[Signature]*
Chairman

By *[Signature]*
Commissioner

By *[Signature]*
Commissioner

CITY OF DETROIT

By *[Signature]*
Deputy Commissioner of Public Works

Attest: *[Signature]*
City Clerk

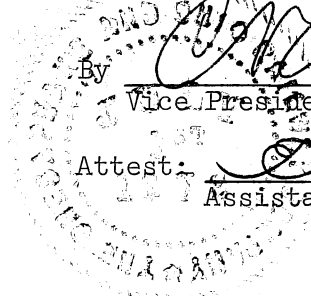
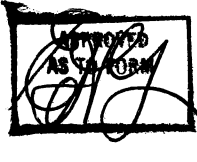
THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *[Signature]*
Chief Engineer

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *[Signature]*
Vice President

Attest: *[Signature]*
Assistant Secretary



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.

APPENDIX B

During the performance of this agreement, the contractor, for himself, his assignees, and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. Compliance with Regulations: The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 15, Code of Federal Regulations, Part 8, 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 after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II 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 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 ground of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will 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 Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. 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 Bureau of Public Roads, 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 Bureau of Public Roads 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 will include the provisions of paragraph 1. through 6. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of State Highways or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: 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 State 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 litigation to protect the interests of the United States.

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.

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.

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 said grade separation structure and the track-work 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.

The Contractor shall secure the Railway Company's approval of his construction methods and schedule of operations as to the construction of the track-work. He shall carry out his work in strict accordance therewith and to the satisfaction of the Chief Engineer of the Railway Company.

The Highway Commission's Engineer with the assistance of the Railway Company's Engineer will establish the lines, grades and switch point locations governing the track-work and the Railway Company will have a qualified representative on the job whose duty will be to see that all track-work is done properly. This engineering and inspection will not be billed to the Contractor.

The Railway Company will furnish whatever work train service the contractor may require and charges for this service will be billed to the

contractor at actual cost plus the usual accounting charges. It should be noted by the contractor that there will be a minimum rental period of eight (8) hours for each work train and notification for requiring a work train should be given at least seventy-two (72) hours in advance in order to give ample time to the Railway Company for acquiring same.

All track material (rail, splice bars, bolts, nutlocks, spikes, frogs, switch points, guard rails, etc.) supplied in sufficient quantity by the Railway Company to the Contractor is for use on the track-work only and other use of this material, temporary or otherwise is strictly prohibited. All surplus material shall be returned to the Railway Company. All such material shall be furnished by the Railway Company in cars on a siding in close proximity to the PROJECT.

The Contractor, on arrival of such material, shall unload, store and be responsible for all material shipped for his use, and upon arrival of such material the Contractor shall satisfy himself that all material for the track-work is on the site and he shall be required to replace any or all material that is lost, stolen, damaged or missing when the time comes to construct said tracks.

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, Michigan, the City of Detroit, and The Chesapeake and Ohio Railway Company, Room 207, One Northland Plaza, 20755 Greenfield Road, Southfield, Michigan - 48075:

- a. Workmen's Compensation Insurance.
- 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 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.

Contractual Insurance in accordance with the Standard Specifications of the Highway Commission, dated September 1, 1967, as amended, shall be provided as a part of this policy.

- c. Contractor's Protective Public Liability and Protective 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 performed for him by subcontractors, he carries in his own behalf standard Contractor's Protective Public Liability Insurance and standard Contractor's Protective Property Damage Liability Insurance providing for coverage and limits of liability which are identical with the coverage and limits of liability of insurance required under the Contractor's Public liability and Property Damage Liability Insurance as set forth in subparagraph b. above.

- d. Owner's Protective Public Liability and Protective Property Damage

Liability Insurance in behalf of the County of Wayne, Michigan, the Board of County Road Commissioners of the County of Wayne, and the City of Detroit.

The Contractor shall furnish to the Highway Commission, to the Board of County Road Commissioners of the County of Wayne and to the City of Detroit, 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 County of Wayne, Michigan, the Board of County Road Commissioners of the County of Wayne and the City of Detroit standard Owner's Protective Public Liability Insurance and standard Owner's Protective Property Damage Liability Insurance providing for coverage and limits of liability which are identical with the coverage and limits of 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. The Railway Company, upon receipt thereof, shall forthwith review these policies and notify the Highway Commission and the Contractor of its approval or disapproval. The Contractor shall not enter upon railroad property until he shall have received notice of

Railway Company approval of these policies. Said Railroad Protective Insurance shall conform to the Form prescribed therefor in Policy and Procedure Memorandum No. 20-12 of the BUREAU, dated June 30, 1967, and amendments thereto of the BUREAU. 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 State Highway Commission, 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, Room 207, One Northland Plaza, 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 to 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, under or adjacent to tracks within clearance limits of vertical planes on each side of tracks eight (8) feet, six (6) inches horizontally distant from the nearest rail over which trains are operated, all as more particularly set forth in the following paragraphs:

- a. Such protection will be required when men or equipment are working within the above limits or when work is being performed adjacent to, under or over tracks in use which may present hazards to tracks or to train operations, or when equipment is used which does or may infringe on such limits. The Contractor will not be permitted to operate any of his own equipment on railroad tracks, except under proper arrangement with the Railway Company. Such equipment and the operation of such equipment, or equipment rented from the Railway Company, shall be arranged for by the Contractor with the Railway Company and the cost for its use, including protection of railroad traffic, shall be borne by the Contractor.
- b. The Contractor shall notify the Superintendent of the Railway Company, in Dearborn, Michigan, and the Superintendent of the Union Belt of Detroit, in Detroit, Michigan, in writing, 72 hours (excluding Saturdays, Sundays, and holidays) before entering upon the property of the Railway Company, and also in advance of starting any work which might require protection by the Railway Company. If this requirement is not complied with, the Railway Company may have the work stopped until arrangements for protection are made. No additional payment will be allowed the Contractor for damages or as other compensation by reason of such stoppage of work.
- c. All such protection costs shall be included by the Contractor in his unit price bid for affected items. Railway bills for such protection costs accruing to the Contractor shall be paid 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:

Sectionman:

Hourly rate, straight time plus additives -- \$3.03⁴/₅

Time and one-half plus additives after an 8 - hour day,
on Saturdays and Sundays.

Two and one-half times straight time rate plus additives
on holidays.

Section Foreman:

Hourly rate, straight time plus additives -- \$3.55³/₅

Time and one-half plus additives after an 8 - hour day,
on Saturdays and Sundays.

Two and one-half times straight time rate plus additives
on holidays.

Yard Conductor-Flagman:

Hourly rate, straight time plus additives -- \$3.93⁷/₅

Time and one-half plus additives after an 8 - hour day
and on Saturday and Sunday.

Two and one-half times straight time rate plus additives
on holidays.

- 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 flagmen'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, other than as shown on the Plans, 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 track 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, Michigan, the City of Detroit and The Chesapeake and Ohio Railway Company as to substance and engineering:

MICHIGAN STATE HIGHWAY COMMISSION

By

Gordon J. Feltow
~~Assistant to the Chief Engineer~~

ASSISTANT TO CHIEF
BUREAU OF ENGINEERING
BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF WAYNE, MICHIGAN

By

Cornelius
County Highway Engineer

CITY OF DETROIT

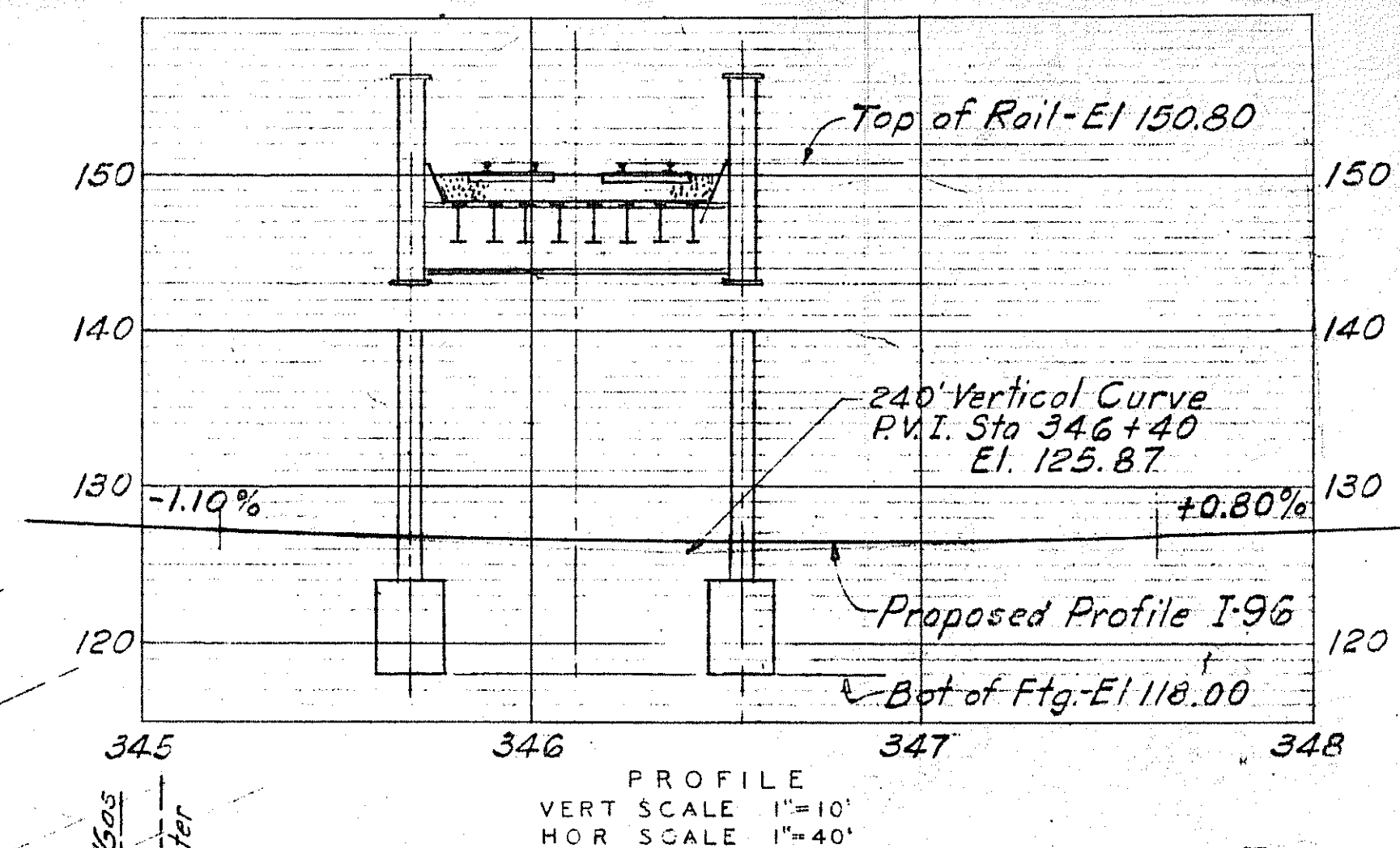
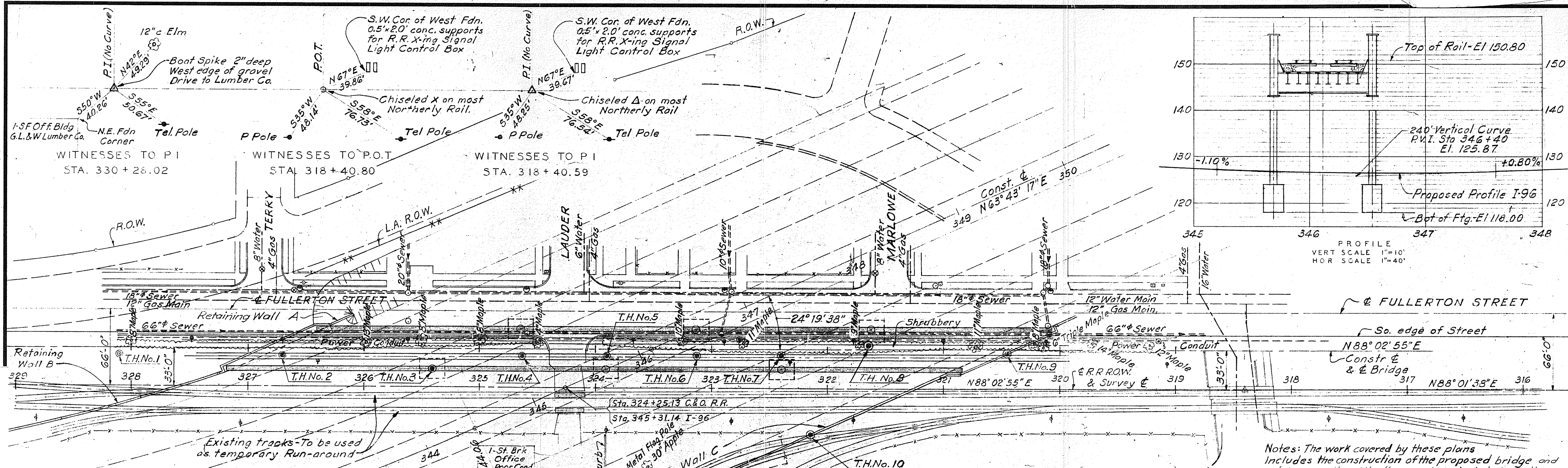
By

Alfred Bernarducci
City Engineer

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By

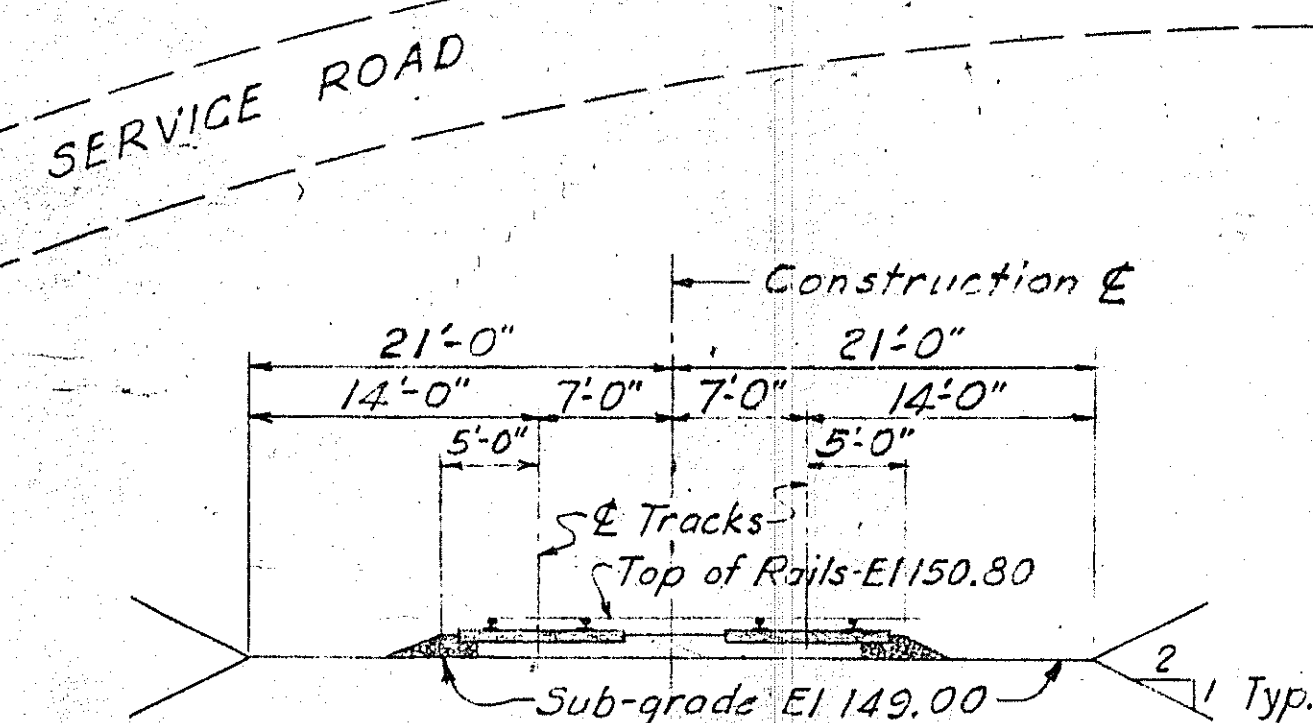
R.C. Tench
Chief Engineer



BENCH MARKS
BM #16 Elev. 150.99 Arrow on Hydrant - N.E. Corner of Fullerton and Terry - 87' Right of Survey & Sta. 326+53
BM #17 Elev. 150.63 Arrow on Hydrant - N.E. Corner of Fullerton and Marlowe - 90' Right of Survey & Sta. 321+04
BM #18 Elev. 147.36 City of Detroit BM #83-252 B N.E. Corner of Fullerton and Hubbell - 96' Right of Survey & Sta. 318+39

UTILITIES
Detroit Edison Co. Underground Conduit and Aerial Lines
Consumer Power Co. Gas Mains
City of Detroit Water, Sewers and Street Lights

NOTE: The railroad or their subcontractor will furnish all ties, ballast, rails and all necessary materials and labor for all track work on a force account basis. Approximately 100% per cent of the cost of this structure represents a hazard to railroad operations.



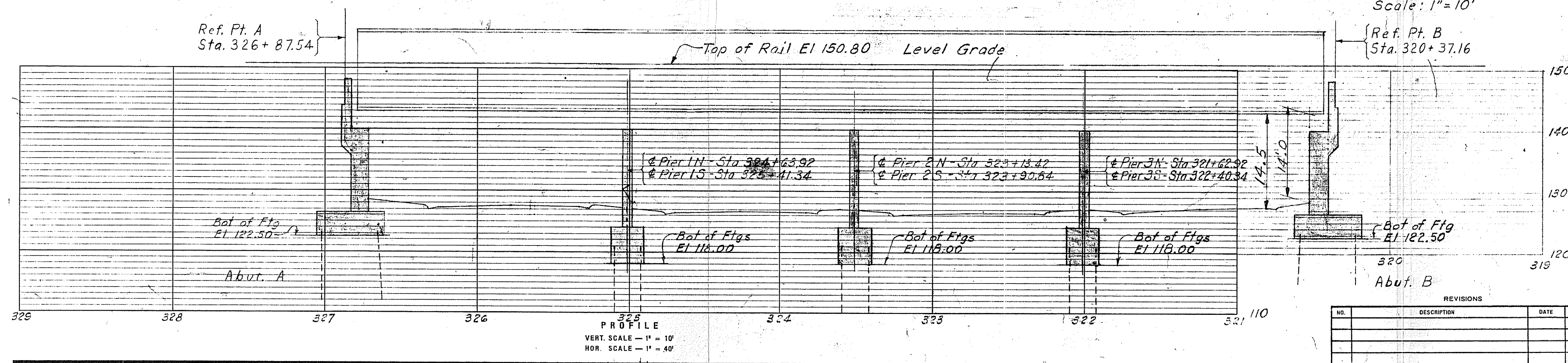
Notes: The work covered by these plans includes the construction of the proposed bridge and retaining walls. All other work is included in the R.O.P. Plans which are a part of this contract.

The existing main line tracks shall remain in place and be used as a temporary run-around until the proposed bridge and Retaining Wall A are completed and traffic is diverted to the permanent relocation. Minor relocations of existing tracks may be required at the end of Abutment A and Abutment B to provide working clearance. Railroad traffic shall be maintained at all times.

Retaining Walls B & C cannot be completed until the railroad traffic has been placed on the final location over the proposed bridge.

Stage I - Construction of proposed bridge and Retaining Wall A.
Stage II - Construction of Retaining Walls B and C.
Daily maximum rail traffic consists of 30 Union Belt of Detroit R.R. freights and 6 C.&O. R.R. Pullers all at 10 MPH. Rail traffic is reduced on Sat. & Sun. The information concerning train movement and the speed thereof does not represent a commitment by the U.B.D.R.R. or C.&O.R.R. to continue them unchanged inasmuch as they are subject to change without notice. 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. Temporary sheeting and bracing details to be approved by C.&O.R.R.

EXHIBIT A



MICHIGAN STATE HIGHWAY DEPARTMENT
I-96 (JEFFRIES FREEWAY) CROSSING C.&O. R.R. IN THE CITY OF DETROIT
C.&O. R.R. DESIGNATION BRIDGE WD 6.0

GENERAL PLAN OF SITE

HAZELT & ERDAL - CONSULTING ENGINEERS - FILE NO. 409

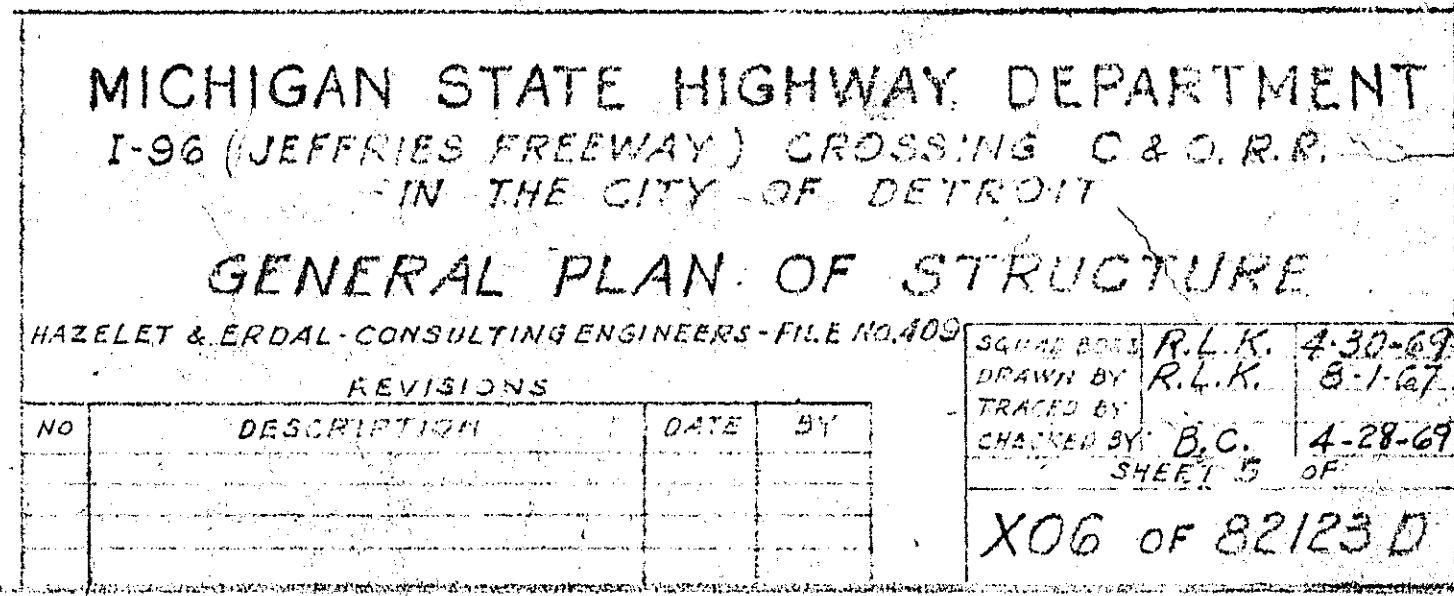
APPROVED: *[Signature]* 12-2-69
DESIGN SUPERVISING ENGINEER

APPROVED: *[Signature]* 12-7-69
ASST. ENGINEER OF DESIGN

SHEET 2 OF 2

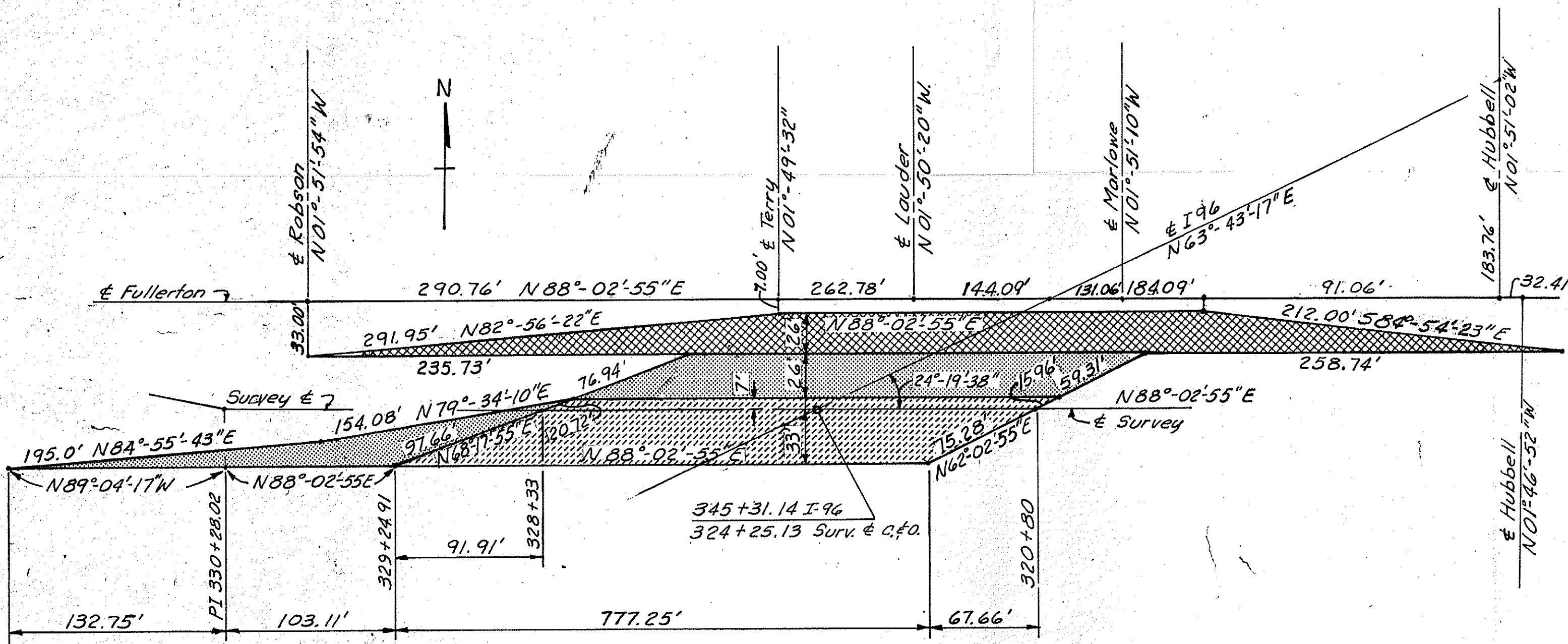
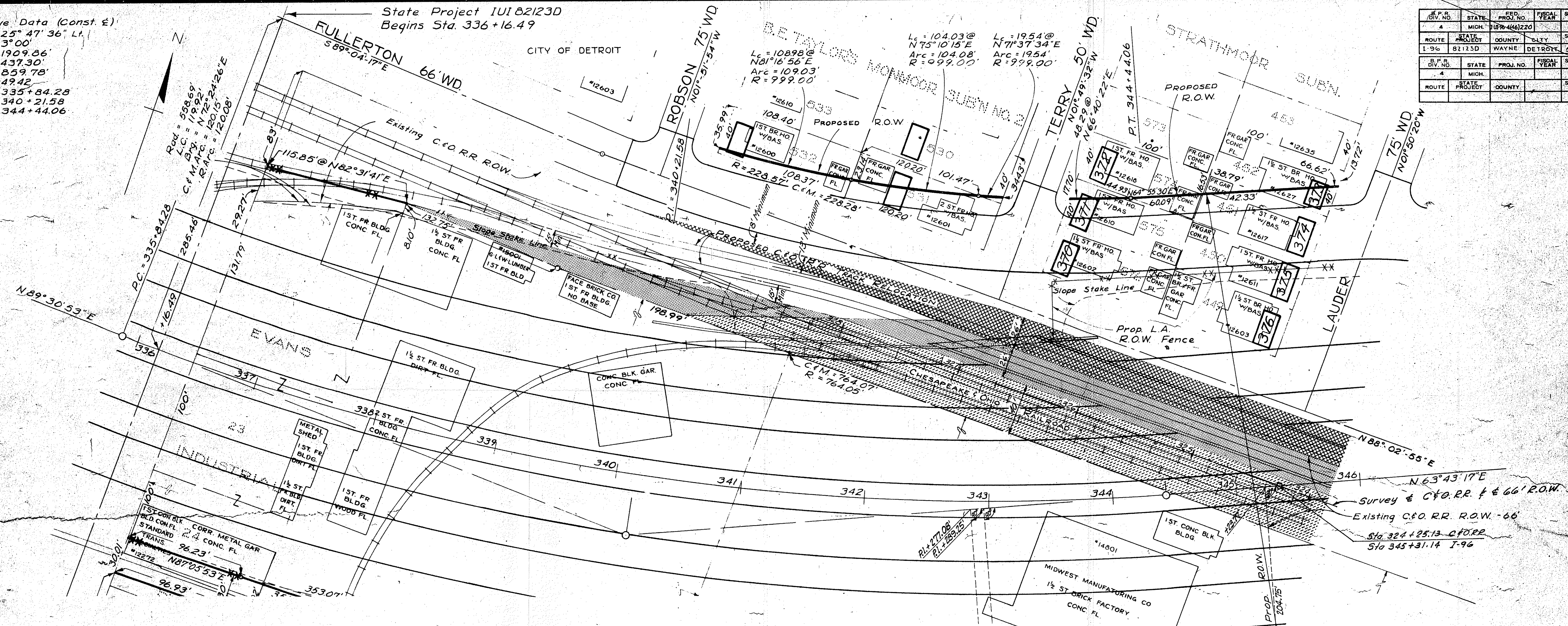
X06 OF 82123D

NO.	DESCRIPTION	DATE	BY
1	REVISIONS		



Curve Data (Const. E)
 $\Delta = 25^\circ 47' 36''$ L.I.
 $D = 3^\circ 00'$
 $R = 1909.86'$
 $T = 437.30'$
 $L = 859.78'$
 $E = 49.42'$
 $PC = 335+84.28$
 $PI = 340+21.58$
 $PT = 344+44.06$

FILE NO.	STATE	FED. PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
82123D	MICH.	446220	1966	507	507
ROUTE	STATE	PROJECT	COUNTY	CITY	TOTAL SHEETS
1-96	82123D	WAYNE	DETROIT	507	507
FILE NO.	STATE	FED. PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
82123D	MICH.	446220	1966	507	507
ROUTE	STATE	PROJECT	COUNTY	CITY	TOTAL SHEETS
1-96	82123D	WAYNE	DETROIT	507	507



EASEMENT DIAGRAM
 Not to scale

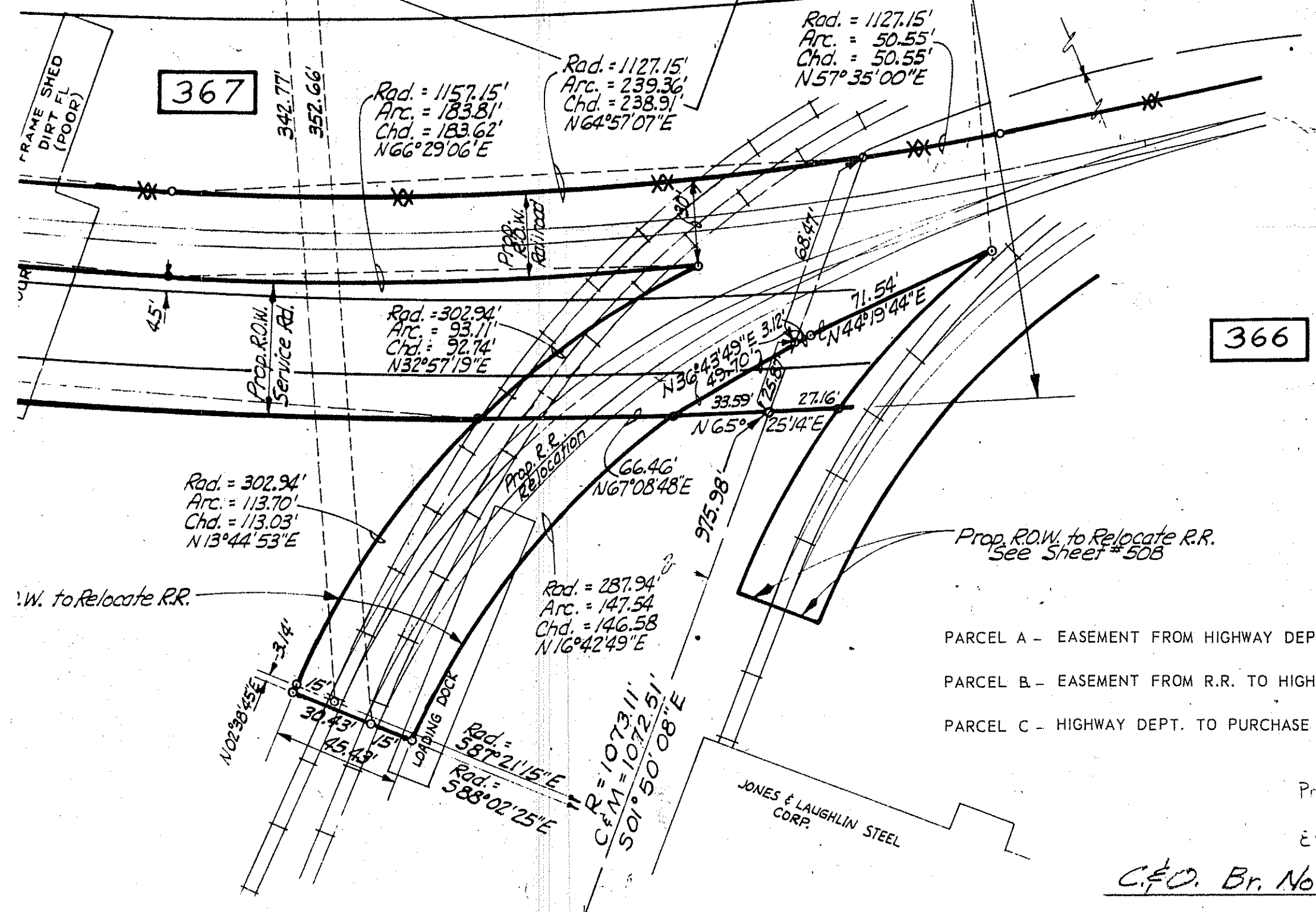
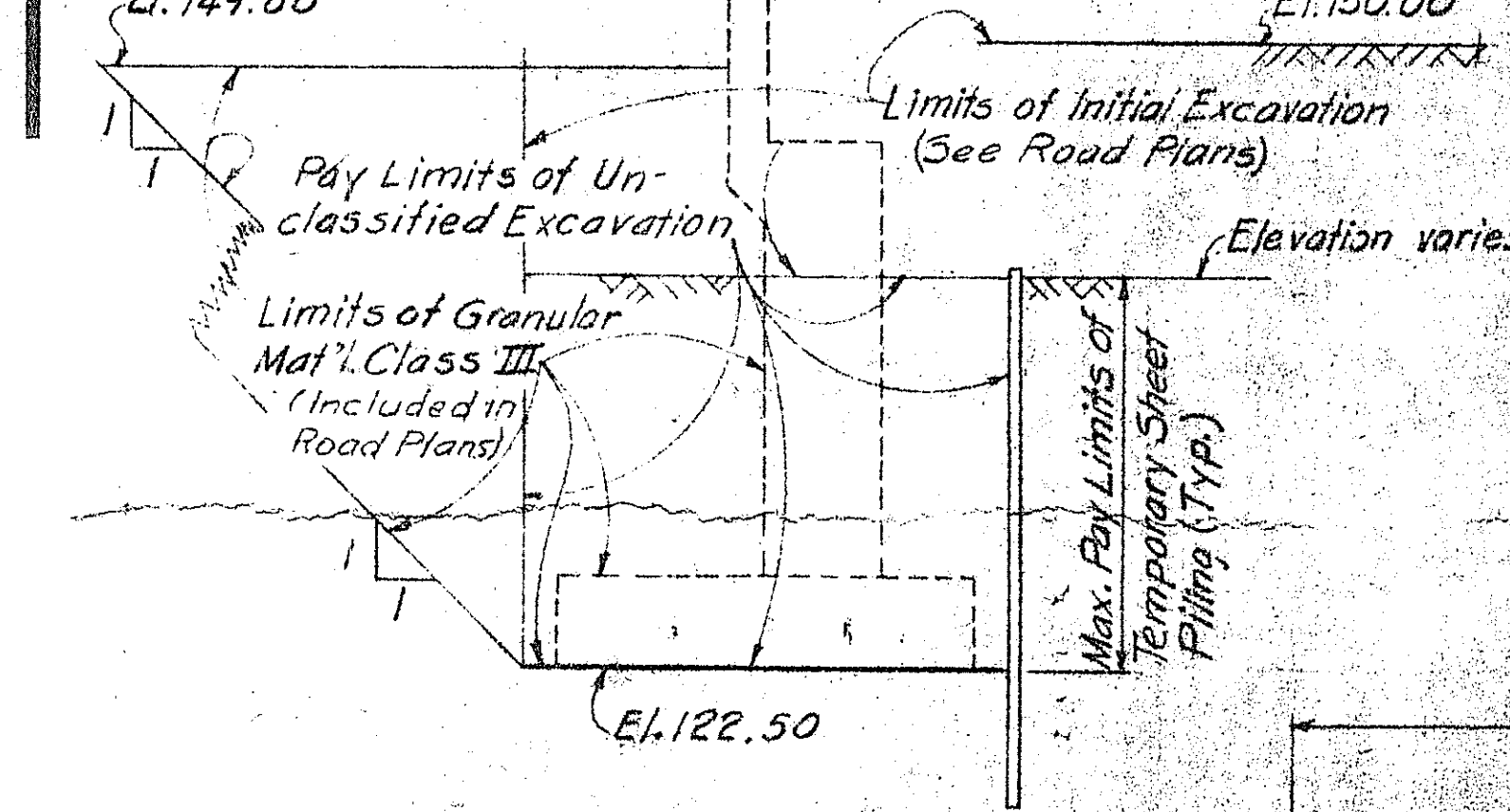
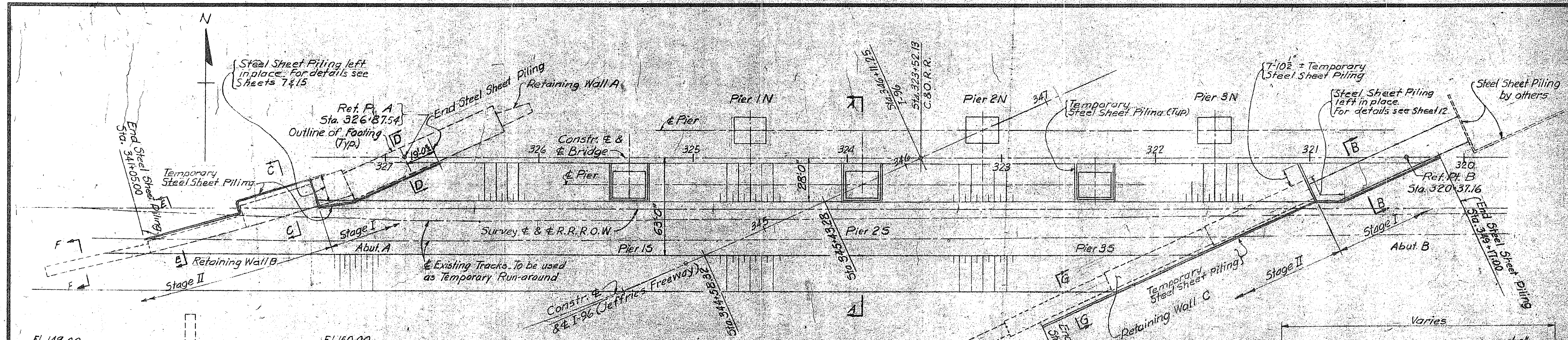


EXHIBIT "C" SH#1

- PARCEL A - EASEMENT FROM HIGHWAY DEPT. TO R.R.
- PARCEL B - EASEMENT FROM R.R. TO HIGHWAY DEPT.
- PARCEL C - HIGHWAY DEPT. TO PURCHASE IN FEE FROM R.R.

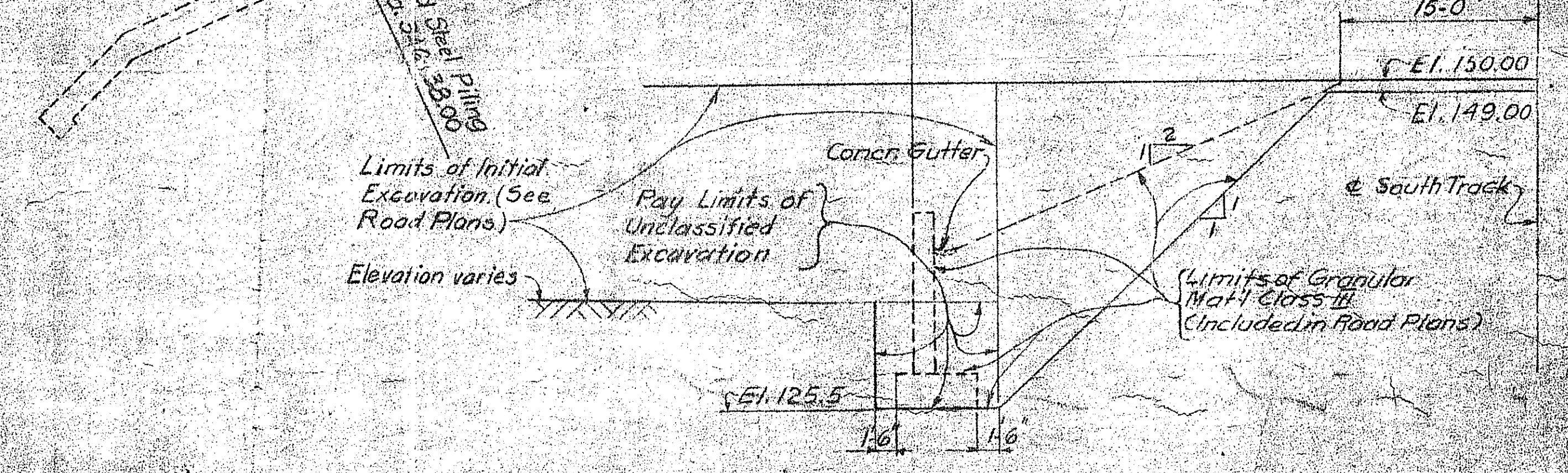
C&D. Br. No. W.D. G.O. X06 of 82123D



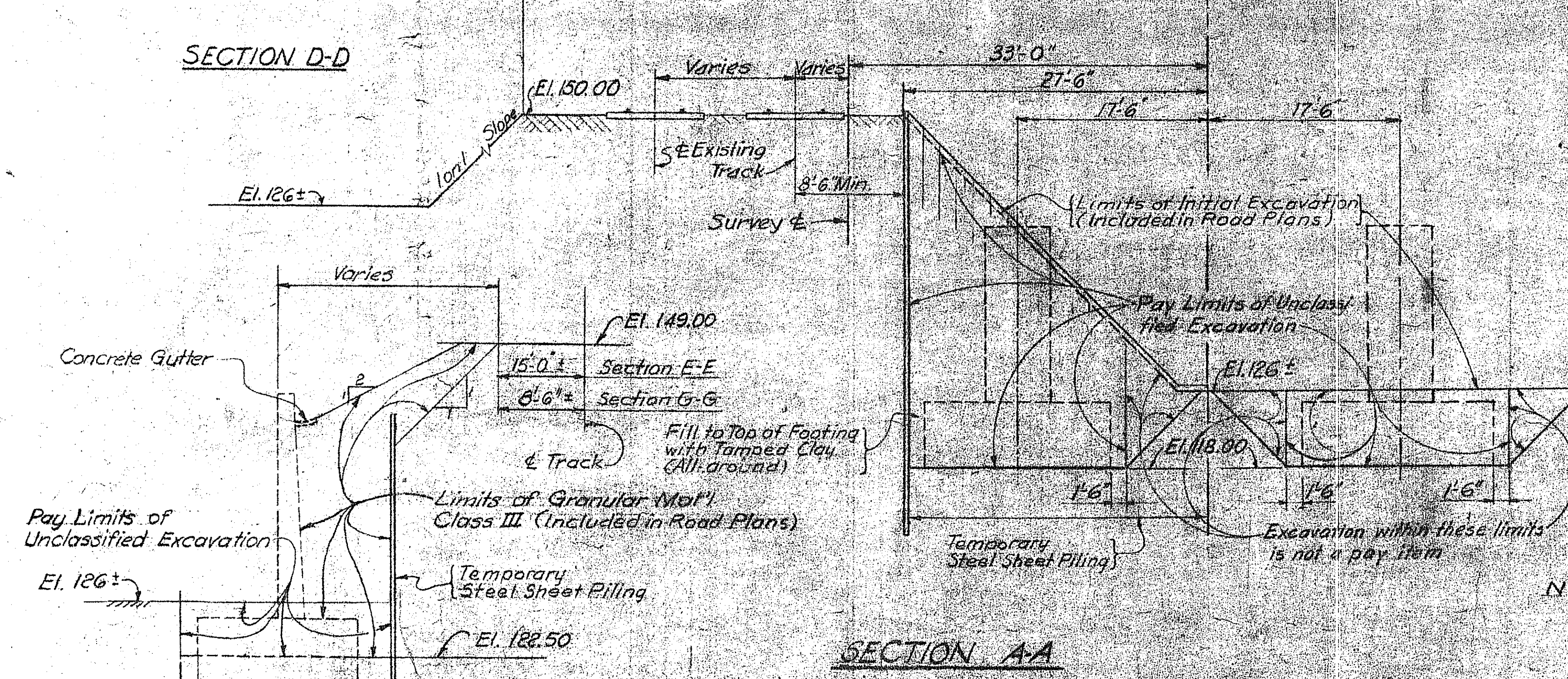
SECTION D-D

QUANTITIES		
ITEM	UNIT	AMOUNT
Temporary Steel Sheet Piling	Sq. Ft.	12,620
Steel Sheet Piling Left in Place	Sq. Ft.	1,170

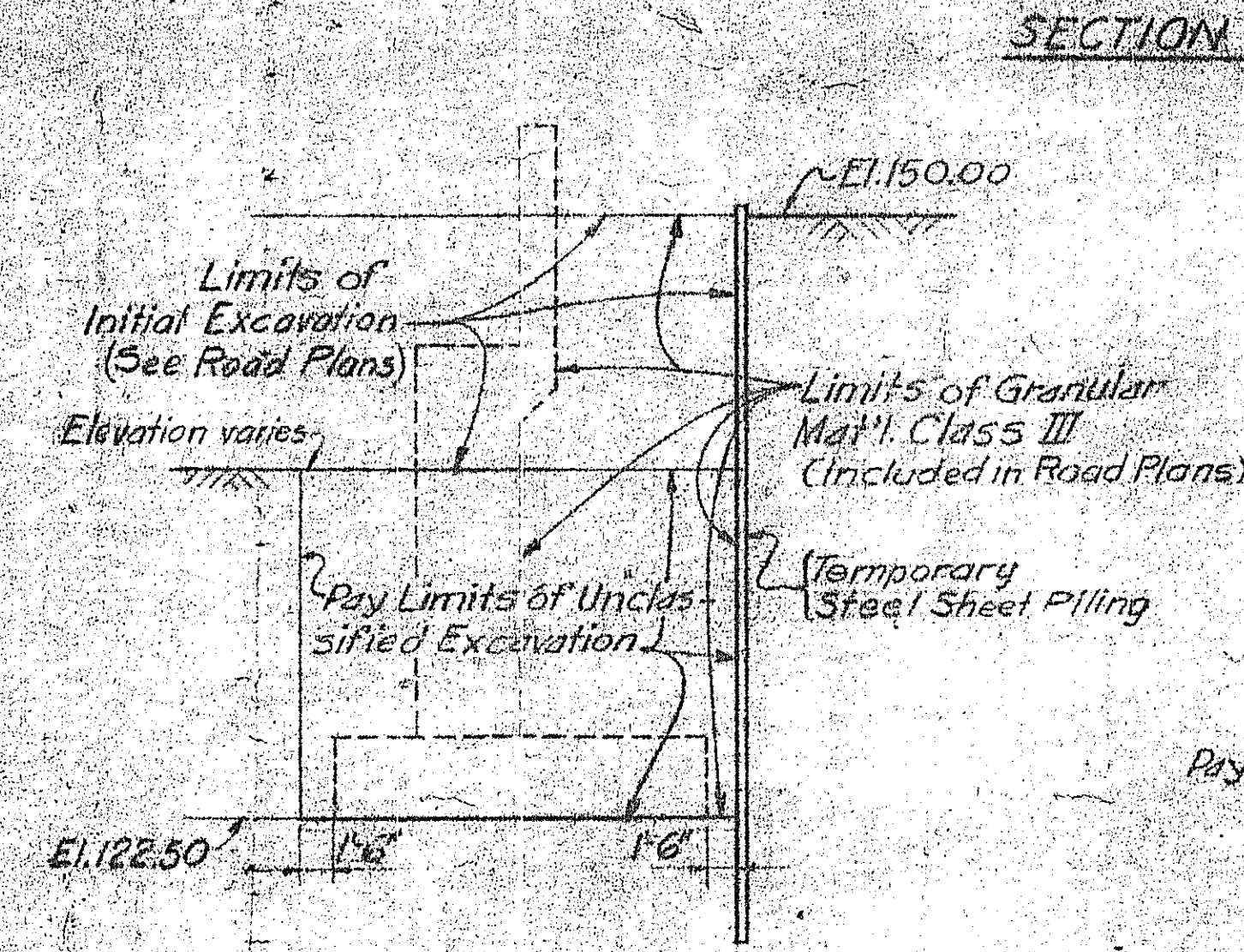
PLAN OF EXCAVATION



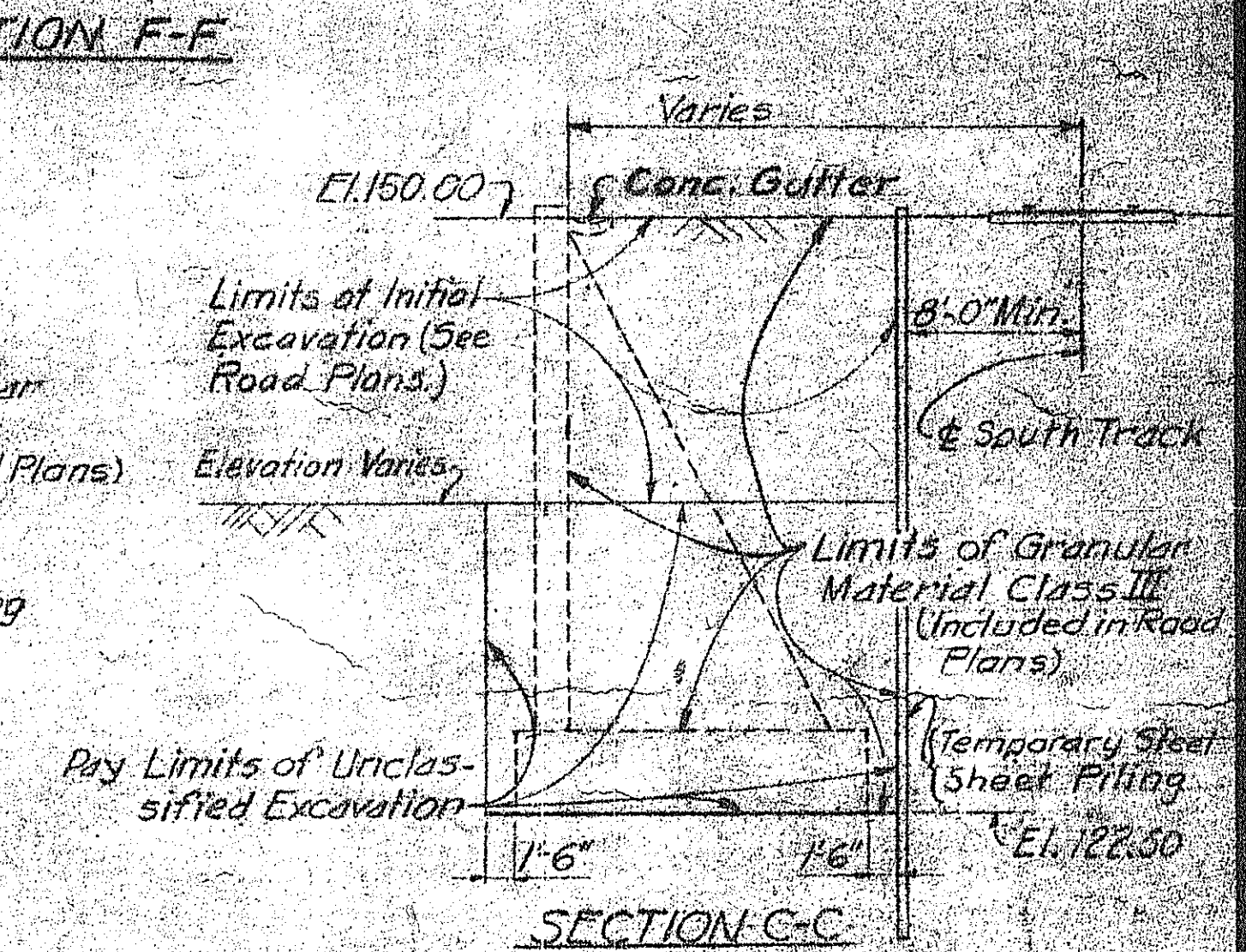
SECTION F-F



SECTION A-A



SECTION B-B



SECTION C-C

NOTE:
Temporary steel sheet piling is to be adequately supported to prevent bowing and tipping. The contractor shall submit details of his proposed temporary sheeting and bracing plans for railroad approval.

MICHIGAN STATE HIGHWAY DEPARTMENT
C.B.O. RY. DESIGNATION BRIDGE WD 6.0
CONSTRUCTION AND EXCAVATION PLAN
HAZELET & ERDAL - CONSULTING ENGINEERS - FILE NO. 409

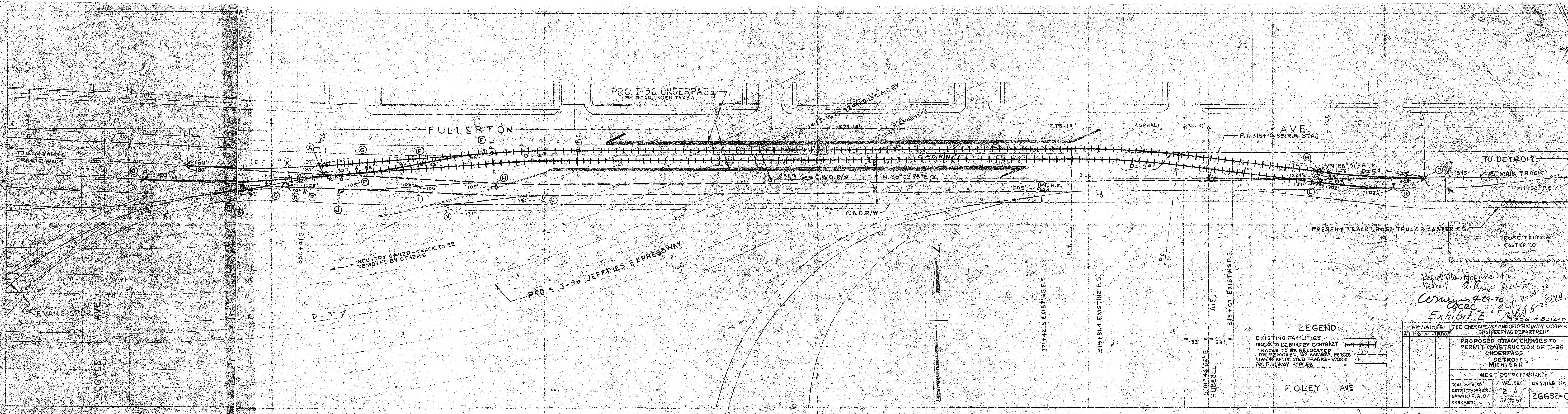
NO.	DESCRIPTION	DATE	BY

REVISIONS

HAZELT & ERDAL - CONSULTING ENGINEERS - FILE NO. 409

NO. 6

X06 OF 82J23D



Revised Plans Approved for
Detroit A.B. 4-24-70
C.C.R.C. 4-29-70
Exhibit "E" 5-25-70
No. 82123D

LEGEND
EXISTING FACILITIES
TRACKS TO BE BUILT BY CONTRACT
OR REMOVED BY RAILWAY FORCES
NEW OR RELOCATED TRACKS - WORK
BY RAILWAY FORCES

REVISIONS		THE CHESAPEAKE AND OHIO RAILWAY COMPANY ENGINEERING DEPARTMENT	
ALTER TO	TRAC	PROPOSED TRACK CHANGES TO PERMIT CONSTRUCTION OF I-96 UNDERPASS DETROIT, MICHIGAN	
		WEST DETROIT BRANCH	
SCALE: 1" = 50'	DATE: 7-19-69	VAL. SEC. 2-A	DRAWING NO. 26692-C
CHECKED:		5A TO 5C	