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THIS AGREEMENT, made this 3rd day of April,  
 A. D., 196<sup>8</sup>, 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 collectively as the PUBLIC AUTHORITIES, and the GRAND TRUNK WESTERN RAILROAD COMPANY, a consolidated corporation organized and existing under the laws of the States of Michigan and Indiana, hereinafter referred to as the RAILROAD;

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 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, County of Wayne, and State of Michigan, being known as Detroit-Muskegon Expressway (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 RAILROAD at a point near the intersection of Buchanan and Maybury Grand in the City of Detroit; 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 RAILROAD 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 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 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 construction of temporary works necessary to provide for the operation of the trains of the RAILROAD during the construction period, the removal, relocation and replacement of facilities of the RAILROAD, 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, the BOARD, 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 COMMISSION - BOARD - CITY Agreement dated February 3, 1959.

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 RAILROAD 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 RAILROAD, 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 RAILROAD to be suitable for railroad purposes.

SECTION 3: Each of the PUBLIC AUTHORITIES, by proper action in a manner provided by law, will 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 RAILROAD 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 RAILROAD 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 RAILROAD, location of proposed highway underpass structure, proposed right of way of the Freeway, present right of way of the RAILROAD, and highway easement across the right of way of the RAILROAD.

Exhibit B - General Drawing, showing present ground profile and proposed crown of roadway profile on center line of Freeway, alignment diagram, and present right of

way of the RAILROAD.

Exhibit C - General Plan of Structure (2 sheets), showing general plan, elevation and sections of the proposed highway underpass structure, and highway and railroad clearances.

Exhibit D - Construction Sequence Drawings, (2 sheets).

Exhibit E - Drawing, showing plan, elevation and section of 7-foot storm sewer.

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

SECTION 5: The PUBLIC AUTHORITIES will prepare, at no expense to the RAILROAD, all designs, detailed plans and specifications for the highway underpass structure, and for the approaches and facilities providing for railroad and highway traffic, including drainage structures where required. Said designs, detailed plans and specifications shall be subject to the approval of the RAILROAD insofar as they affect the facilities of the RAILROAD 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 superstructure that carries railroad loading.

SECTION 6: The RAILROAD 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, 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 RAILROAD to the Contractor during the construction of the PROJECT. The COMMISSION, as agent for the PUBLIC AUTHORITIES, will reimburse the RAILROAD for the cost of the preparation of said estimate, plan and schedule and 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 RAILROAD, 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 RAILROAD may place a competent engineer on the work, together with necessary assistants, at PROJECT expense to protect its interests. Said engineer of the RAILROAD, acting through the COMMISSION'S engineer, shall have the right to reject any or all work affecting the RAILROAD'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 RAILROAD 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 RAILROAD 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 RAILROAD, 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 RAILROAD for such services and devices promptly on receipt of bills, and agrees to withhold final payment to its Contractor until the RAILROAD 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 RAILROAD 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 Contractors:

- (a) The construction of the highway underpass structure and approaches.
- (b) The construction and maintenance of the temporary embankment for the run-around track to be used for the diversion of the RAILROAD'S trains during the construction period.
- (c) The grading of the temporary run-around track embankment after removal of the run-around track by the RAILROAD.
- (d) Grading for the reconstruction of the permanent tracks of the RAILROAD.
- (e) The shop and mill inspection incident to the fabrication of steel work for the highway underpass structure.
- (f) The construction of highway and railroad drainage facilities where required.
- (g) All work incidental to any of the foregoing, excepting the work agreed in SECTION 10 hereof to be performed by the RAILROAD.

SECTION 10: The RAILROAD 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, including the removal, relocation, maintenance and installation of existing duct lines, that may be necessitated by the PROJECT.
- (b) Furnish all materials, including ballast, ties, rail and fastenings, and perform all work involved in the construction, maintenance and removal of the temporary run-around track connections from the permanent tracks of the RAILROAD

to the run-around tangent track constructed and left by the New York Central Railroad Company forces between the tracks of the two Railroad Companies to be used for the operation of the RAILROAD'S trains during the construction of the PROJECT.

- (c) Furnish all materials, including ballast, ties, rail and fastenings, and perform all work involved in the removal, alteration and reconstruction of the permanent tracks necessary to permit the construction of the PROJECT.
- (d) Perform the checking of shop plans incident to the fabrication of steel work for said highway underpass structure.

The RAILROAD will credit the COMMISSION with an amount equivalent to its normal maintenance expenditure for its main line tracks between the extremities of the temporary run-around tracks, but not to exceed the actual cost of maintaining the temporary run-around tracks, and with the salvage value of all track, communication and signal material used on a temporary basis during the construction of the PROJECT and accepted by the RAILROAD 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 RAILROAD 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 RAILROAD 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 RAILROAD 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. 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 RAILROAD prior to the date on which the BUREAU approved the program which includes the PROJECT. The COMMISSION, as agent for the PUBLIC AUTHORITIES, will reimburse the RAILROAD monthly, ninety-five percent (95%) of the costs and expenses so incurred by it. Final payment will be made to the RAILROAD after the BUREAU has made its final audit.

SECTION 13: The RAILROAD shall furnish to the COMMISSION copies of the policy or policies evidencing that the RAILROAD 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 RAILROAD 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 RAILROAD 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, and the CITY.

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 RAILROAD shall furnish four 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 shall be returned to the RAILROAD.

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, the Board of County Road Commissioners of the County of Wayne, Michigan, and 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 RAILROAD shall be entitled to reimbursement by the PUBLIC AUTHORITIES. In no event shall the aggregate cost

of such policy or policies exceed \$2,500.00. 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 14: The COMMISSION shall require its Contractor to take out a Railroad's Protective Liability Insurance policy in the name of the RAILROAD 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: In consideration of the construction and completion of the PROJECT provided for by the terms and conditions of this Agreement, the RAILROAD will grant and convey to the COMMISSION, by a separate instrument in recordable form, a properly described easement for underpass highway purposes across its right of way and below its tracks, for so long as the same may be required in connection with said Freeway. Said easement, including the right for construction and maintenance of the highway underpass structure, road embankment, drainage facilities and appurtenant ditches, and of the seven-foot (7') storm sewer constructed below the Freeway, shall be described in conformity with the PROJECT requirements as indicated in Exhibit A. It is expressly understood that the RAILROAD will not have vehicular access from its abutting property to said Freeway, except by the use of public highways. The COMMISSION will reimburse the RAILROAD in the amount of Two Hundred Fifty Dollars (\$250.00) to cover the cost and expense incurred by the RAILROAD in preparing and processing said easement.

SECTION 16: The PUBLIC AUTHORITIES will, at their own expense, secure the necessary right of way, except that now owned by the RAILROAD as covered in SECTION 15 hereof, and do hereby assume the payment of all abuttal damages, if

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 RAILROAD 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 the 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 Transportation (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", except paragraph 8 thereof, 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 thereof, and the Common Council of the CITY has, by resolution, approved this 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, MICHIGAN, the CITY OF DETROIT, and the GRAND TRUNK WESTERN RAILROAD COMPANY as to substance and engineering:

MICHIGAN STATE HIGHWAY COMMISSION

By David E. Steffert 12/18/67  
DIRECTOR

MICHIGAN STATE HIGHWAY COMMISSION

By Gordon J. Fellows  
Assistant to the Chief Engineer

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

By Joseph M. Muehlen  
Chairman

By \_\_\_\_\_  
Commissioner

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

By W. J. Zolik  
County Highway Engineer

By Michael Berry  
Commissioner

CITY OF DETROIT

By Alfred Berarducci  
City Engineer

CITY OF DETROIT

By Tom Tully  
Commissioner of Public Works

GRAND TRUNK WESTERN RAILROAD COMPANY

By J. S. Sutter  
Chief Engineer

GRAND TRUNK WESTERN RAILROAD COMPANY

By W. C. Amos  
Vice President

APPROVED  
Mgr. of Real Estate & Ind. Dev.  
G.T.W.RR CO.

APPROVED  
MICHIGAN PUBLIC SERVICE  
COMMISSION

MAY 2 - 1968

ACCTG. FEATURES APPROVED  
ASSY. COMPY

W. F. Soudell  
DIRECTOR RAILROAD DIVISION

APPROVED BY AD BOARD:  
4-16-68

APPROVED AS TO FORM:  
DATE: 1/8/67

Board of County Road Com'rs.,  
Wayne County, Michigan  
APPROVED  
As to Form - Agreement  
Director of  
Secretary  
Managing Director

## 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 Transportation 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.

APPENDIX "C"

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.

(over)

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 shall be executed without damage and, insofar as is possible, without delay to the trains of the Grand Trunk Western Railroad Company, hereinafter referred to as the Railroad Company, and will observe such reasonable restrictions as the Chief Engineer of the Railroad 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 Railroad Company, and for the safe and expeditious operation of its trains.
3. To avoid unnecessary use of railroad property without written permission of the Railroad Company and to leave railroad roadbed and property in a condition acceptable to the Chief Engineer of the Railroad 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, Michigan, the City of Detroit, and the Grand Trunk Western Railroad Company, 131 West Lafayette Boulevard, Detroit, Michigan - 48226:
  - 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 Railroad 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.

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 Railroad 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, the Board of County Road Commissioners of the County of Wayne, and the City of Detroit.

The Contractor shall furnish to the Highway Commission and to the Board of County Road Commissioners of the County of Wayne and 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, 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 Railroad Company, as named insured.

The Contractor shall furnish to the Highway Commission and to the Railroad 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 Grand Trunk Western Railroad 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 Railroad 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 Railroad 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, Stevens T. Mason Building, Lansing, Michigan - 48926.

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, Michigan, to the City of Detroit, Michigan, and to the Grand Trunk Western Railroad Company, 131 West Lafayette Boulevard, Detroit, Michigan - 48226."

If any of the insurance is cancelled, the contractor and all sub-contractors 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 Railroad Company the cost of switchtenders, flagmen, telegraph operators, conductors, pilots, inspectors, watchmen, and other protective services and devices furnished by the Railroad Company and made necessary, in the judgment of the Chief Engineer of the Railroad Company, because of any of the Contractor's operations over, under, or adjacent to tracks which are within a distance of eight (8) feet, six (6) inches from the nearest rail of said tracks, measured horizontally from and at right angles to center line of said tracks, 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 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 Railroad Company. Such equipment and the operation of such equipment, or equipment rented from the Railroad Company, shall be arranged for by the Contractor with the Railroad Company and the cost for its use, including protection of railroad traffic, shall be borne by the Contractor.

b. The Contractor shall notify J.S. Colton, Division Engineer of the Railroad Company, at Detroit, Michigan, in writing, 72 hours (excluding Saturdays, Sundays and holidays) in advance of starting any work which might require protection by the Railroad Company. If this requirement is not complied with, the Railroad 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. Railroad 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 Railroad Company for protection services and devices furnished. The Railroad Company's current rates and charges that would enter into the flagging costs are as follows:

GRAND TRUNK WESTERN RAILROAD COMPANY

RATES FOR FLAGMAN SERVICE AT JEFFRIES FREEWAY  
GRADE SEPARATION PROJECT, DETROIT  
X01 OF 82124A

REGULAR ASSIGNED HOURS - MONDAY TO FRIDAY

|                          |                  |                |
|--------------------------|------------------|----------------|
| 8 Hours Each Day         |                  | \$25.87        |
| Vacation Allowance       | 5-1/4% of 25.87  | 1.36           |
| Paid Holidays            | 2-3/4% of 25.87  | .71            |
| Health & Welfare         | 5% of 25.87      | 1.29           |
| RR Ret. & Unempl. Ins.   | 11.7% of 27.96   | 3.27           |
| Work. Comp. & Pub. Liab. | 4% of 27.96      | <u>1.12</u>    |
|                          | TOTAL DAILY RATE | <u>\$33.62</u> |

Overtime rate is \$4.86 per hour plus the same overhead percentage.

Office of Chief Engineer  
Detroit, Michigan  
November 18, 1966

- d. Protection costs will be charged by the Railroad Company in accordance with the working agreements between the Railroad 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 Railroad 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 Railroad 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) Conductor 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 conductor'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 Railroad Company as to construction operations, shall relieve the Contractor of any responsibility or liability whatsoever.

6. To pay the Railroad 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 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 Railroad Company of such need. It shall be the responsibility of the Contractor to determine and comply with the requirements of the Railroad 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 Railroad 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 Railroad 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.

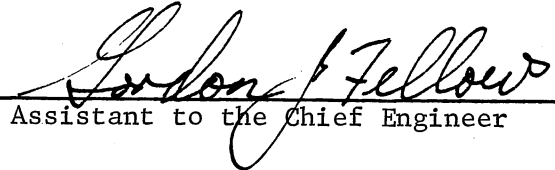
These protective measures shall be performed by, and at the expense of, the Contractor and under the supervisions of, and to the satisfaction of, the Chief Engineer of the Railroad Company or his authorized

representative, but the Railroad Company assumes no responsibility for the adequacy thereof.

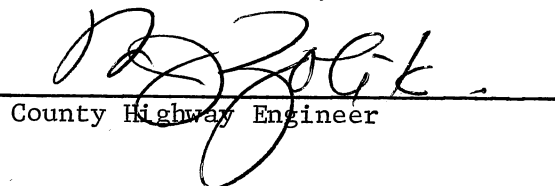
However, in addition to the aforementioned protective measures, if the railroad track ballast does become fouled, the Railroad Company, with its own forces, will remove the fouled ballast and replace same with clean ballast. The charges for this work will be billed by the Railroad Company against the 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 Grand Trunk Western Railroad Company as to substance and engineering:

MICHIGAN STATE HIGHWAY COMMISSION

By   
Assistant to the Chief Engineer

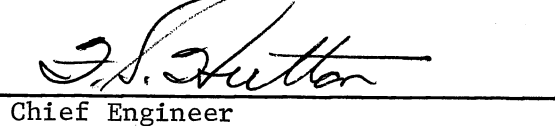
BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF WAYNE, MICHIGAN

By   
County Highway Engineer

CITY OF DETROIT

By   
City Engineer

GRAND TRUNK WESTERN RAILROAD COMPANY

By   
Chief Engineer

GRAND TRUNK WESTERN RAILROAD COMPANY

ESTIMATE OF COST OF THE WORK TO BE DONE BY GRAND TRUNK WESTERN RAILROAD FORCES ON A FORCE ACCOUNT BASIS IN CONNECTION WITH THE CONSTRUCTION OF THE JEFFRIES FREEWAY I-96 UNDER THE TRACKS OF THE G.T.W. RAILROAD AT MILE 1.36, MOUNT CLEMENS SUBDIVISION, X01 OF 82124A

TRACK DEPARTMENT:

1. Construct and remove 1804', including 4 turnouts, of runaround trackage.  
Remove 1000' main tracks.

Material

|                                 |      |      |   |        |       |
|---------------------------------|------|------|---|--------|-------|
| PW 100# rail, 3,348 L.F.        | 55.8 | N.T. | @ | 74.75  | 4,171 |
| PW angle bars                   | 98   | Pair | @ | 2.91   | 285   |
| Compromise bars 105/100#        | 8    | Pair | @ | 18.94  | 152   |
| Track bolts 1" x 5-3/8"         | 8.5  | CWT  | @ | 19.39  | 165   |
| Nutlox                          | 424  | Ea.  | @ | .13    | 55    |
| PW tie plates, D.S.             | 2042 | Ea.  | @ | .62    | 1,266 |
| Track spikes                    | 46   | CWT  | @ | 11.13  | 512   |
| Creo. crossties, No. 2          | 861  |      | @ | 4.39   | 3,780 |
| Creo. switchties, No. 10        | 4    | Sets | @ | 505.15 | 2,021 |
| 100# switches, complete (16.5') | 4    | Ea.  | @ | 592.24 | 2,369 |
| 100# frogs, No. 10              | 4    | Ea.  | @ | 574.00 | 2,296 |
| Guard rails, H.F.               | 8    | Ea.  | @ | 90.74  | 726   |
| Switch stands, High             | 4    | Ea.  | @ | 165.85 | 663   |
| Switch locks                    | 4    | Ea.  | @ | 1.71   | 7     |
| "A" Ballast                     | 1100 | N.T. | @ | 1.40   | 1,540 |

20,008

Use tax - 4% of 20,008

800

Handling charge on material -  
5% of 20,008

1,000

Transportation charge on material from  
Battle Creek - 188 N.T. x 143 Mi. -  
26,884 T.M. @ .01

269

Transportation charge on ballast from  
Oxford - 1100 N.T. x 40 Mi. -  
44,000 T.M. @ .01

440

22,517

Material Salvage

|                           |               |          |        |  |
|---------------------------|---------------|----------|--------|--|
| 100# rail, 3,348 L.F.     | 4,171         |          |        |  |
| Angle bars, 98 pair       | 285           |          |        |  |
| Comp. bars, 8 pair        | 152           |          |        |  |
| Track bolts, 8.5 CWT      | 165           |          |        |  |
| Nutlox, 424 Ea.           | 55            |          |        |  |
| PW tieplates, 2,042 Ea.   | 1,266         |          |        |  |
| 100# switches, 4 Ea.      | 2,369         |          |        |  |
| 100# frogs, No. 10, 4 Ea. | 2,296         |          |        |  |
| Guard rails, 8 Ea.        | 726           |          |        |  |
| Switch stands, 4 Ea.      | 663           |          |        |  |
| Switch locks, 4 Ea.       | 7             |          |        |  |
|                           | <u>12,155</u> | - 94% CR | 11,426 |  |
| Track Spikes, 46 CWT      | 512           |          |        |  |
| Switchties, 4 sets        | 2,021         |          |        |  |
| Crossties, 861            | 3,780         |          |        |  |
|                           | <u>6,313</u>  | - 75% CR | 4,735  |  |

CR 16,161

Labor

|  |       |     |   |      |               |
|--|-------|-----|---|------|---------------|
| Install No. 10 turnouts                              | 4     | Ea. | @ | 800  | 3,200         |
| Construct runaround tracks                           | 1,434 | Ft. | @ | 3.75 | 5,378         |
| Remove No. 10 turnouts                               | 4     | Ea. | @ | 350  | 1,400         |
| Remove runaround tracks                              | 1,434 | Ft. | @ | 2.00 | 2,868         |
| Remove main tracks                                   | 1,000 | Ft. | @ | 2.00 | 2,000         |
| Div. Engr. Office - plans, estimate,<br>engineering. |       |     |   | L.S. | 700           |
|  |       |     |   |      | <u>15,546</u> |

Labor - continued.

Brought Forward - 15,546

|   |  |               |
|---|--|---------------|
| Paid holidays to labor - 2-3/4% of 15,546       |  | 428           |
| Vacation allowance - 5-1/4% of 15,546           |  | 816           |
|   |  | <u>16,790</u> |
| RR Ret. & Unempl. Ins. - 11.7% of 16,790        |  | 1,964         |
| H & W benefits & Group Life Ins. - 5% of 15,546 |  | 777           |
| Small tools - 2% of 15,546                      |  | <u>311</u>    |

19,842

Equipment

|                          |                 |              |            |
|--------------------------|-----------------|--------------|------------|
| 25 ton locomotive crane  | 11 days         | @ 45.00      | 495        |
| Crane operator camp cars | 3 Ea. @ 11 days | - 33 x 8.00  | 264        |
| Trucks                   | 3 Ea. @ 11 days | - 33 x 12.00 | 396        |
| D-4 bulldozer            | 7 days          | @ 16.00      | <u>112</u> |

1,267

Contingencies -

2,745

Total Cost - Item 1

30,210

2. Return all tracks to original position, renew 80% crossties.

Material

|                        |     |      |         |            |
|------------------------|-----|------|---------|------------|
| Creo. crossties, No. 3 | 480 | Ea.  | @ 4.70  | 2,256      |
| Track spikes           | 7.6 | Cwt. | @ 11.13 | 85         |
| "A" Ballast            | 500 | N.T. | @ 1.40  | <u>700</u> |

3,041

Use tax - 4% of 3,041 122

Handling charge on material 5% of 3,041 152

Transportation charge on material from Battle Creek - 42 N.T. x 143 Mi. = 6,006 T.M. @ .01 60

Transportation charge on ballast from Oxford - 500 N.T. x 40 Mi. = 20,000 T.M. @ .01 200

3,575

Less credit on crossties - 15% of 2,256 CR 338

3,237

Labor

|                                 |       |     |        |              |
|---------------------------------|-------|-----|--------|--------------|
| Reinstall track                 | 1,000 | Ft. | @ 3.75 | 3,750        |
| Div. Engr. Office - Engineering |       |     | L.S.   | 100          |
|                                 |       |     |        | <u>3,850</u> |

Paid holidays to labor - 2-3/4% of 3,850 106

Vacation allowance - 5-1/4% of 3,850 202

4,158

RR Ret. & Unempl. Ins. - 11.7% of 4,158 486

H & W benefits & Group Life Ins. - 5% of 3,850 193

Small tools - 2% of 3,850 77

4,914

Equipment

|                          |                      |         |            |
|--------------------------|----------------------|---------|------------|
| 25 ton locomotive crane  | 10 days              | @ 45.00 | 450        |
| Crane operator camp cars | 3 Ea. @ 10 days = 30 | x 8.00  | 240        |
| Trucks                   | 3 Ea. @ 10 days = 30 | x 12.00 | <u>360</u> |

1,050

Contingencies 919

Total Cost - Item 2

10,120

GRAND TOTAL -

\$40,330

- continued.

SIGNAL DEPARTMENT

Material

|                 |    |         |      |            |
|-----------------|----|---------|------|------------|
| Switch lamp     | 4  | Ea. = @ | 39   | 156        |
| Lamp battery    | 4  | Ea. @   | 17   | 68         |
| Battery case    | 4  | Ea. @   | 22   | 88         |
| Two Cond. cable | 50 | Ft. @   | .10  | 5          |
| Miscellaneous   |    | L.S.    | L.S. | 5          |
|                 |    |         |      | <u>322</u> |

|               |  |  |  |            |
|---------------|--|--|--|------------|
| Handling - 5% |  |  |  | 16         |
| Use tax - 4%  |  |  |  | 13         |
|               |  |  |  | <u>351</u> |

Labor

|                  |              |  |     |          |
|------------------|--------------|--|-----|----------|
| Installing       | 50           |  |     |          |
| Removing         | <u>50</u>    |  |     |          |
|                  |              |  | 100 |          |
| Vacation         | 5.25% of 100 |  |     | 5        |
| Paid Holidays    | 2.75% of 100 |  |     | 3        |
| Health & Welfare | 5% of 100    |  |     | 5        |
| Payroll Taxes    | 11% of 108   |  |     | 12       |
| Insurance        | 8% of 100    |  |     | 8        |
| Small Tools      | 2% of 100    |  |     | <u>2</u> |
|                  |              |  |     | 135      |

Equipment Rental

|               |   |        |      |            |
|---------------|---|--------|------|------------|
| One Truck     | 2 | days @ | 6.00 | 12         |
|               |   |        |      | <u>498</u> |
| Contingencies |   |        |      | 52         |
|               |   |        |      | <u>550</u> |

Material Released

|                      |            |
|----------------------|------------|
| 4 Switch lamps @ 39  | 156        |
| 4 Battery Cases @ 22 | 88         |
|                      | <u>244</u> |

Salvage Credit

|            |               |
|------------|---------------|
| 90% of 244 | CR <u>220</u> |
|------------|---------------|

Total Cost Signal Work - \$330.

ENGINEERING & ACCOUNTING

|                        |                     |            |               |
|------------------------|---------------------|------------|---------------|
| Salaries               |                     | 13,000     |               |
| Paid Holidays          | - 2-3/4 % of 12,000 | 358        |               |
| Vacation Allowance     | - 5-1/4 % of 12,000 | 682        |               |
| RR Ret. & Unempl. Ins. | - 11.7 % of 14,040  | 1,643      |               |
| H & W Benefits         | - 5% of 12,000      | <u>650</u> |               |
|                        |                     |            | <u>16,333</u> |

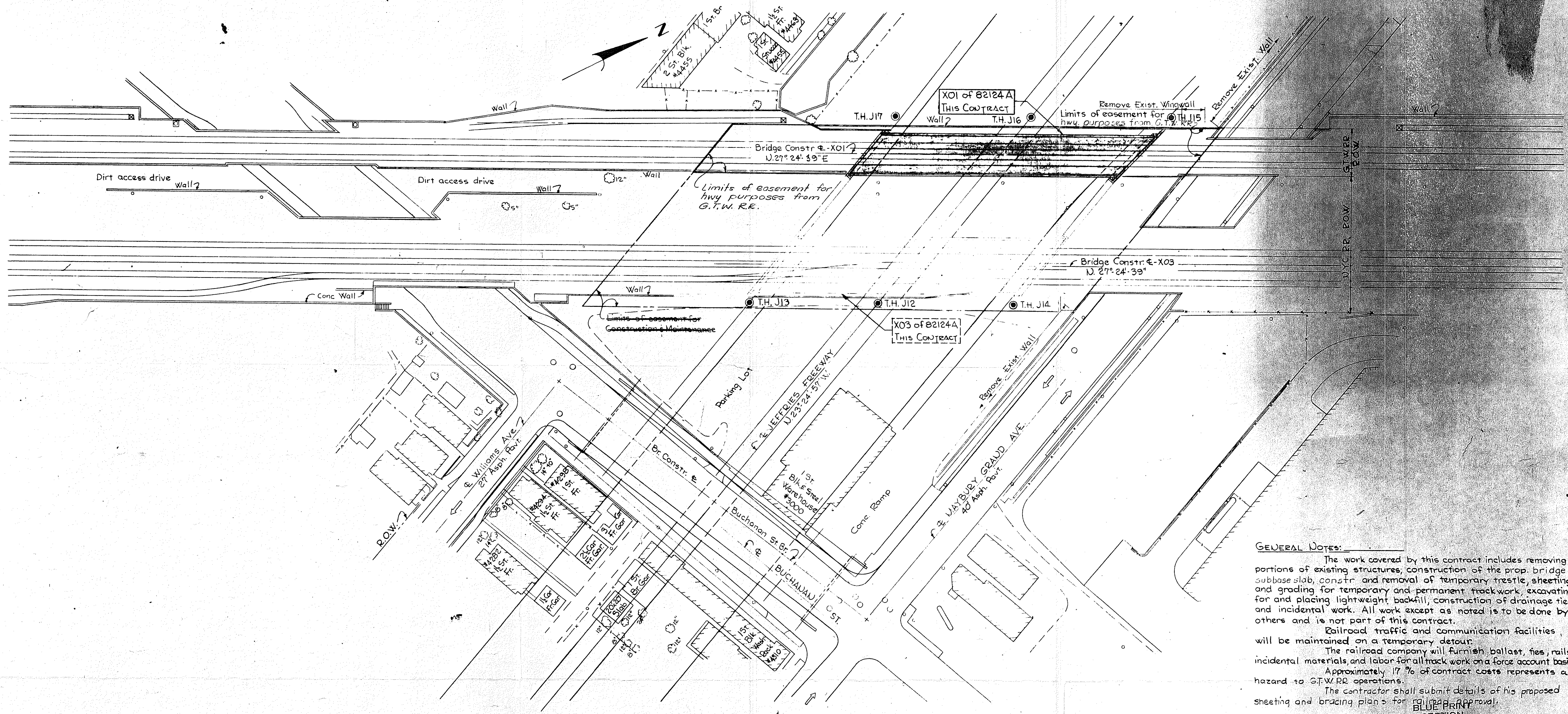
Force Account Insurance (Including Owners' Protective) - 2,500.

- continued.

S U M M A R Y

|                                  |                        |
|----------------------------------|------------------------|
| TRACK DEPARTMENT                 | 40,330.                |
| SIGNAL DEPARTMENT                | 330.                   |
| ENGINEERING & ACCOUNTING         | 16,333.                |
| INSURANCE                        | <u>2,500.</u>          |
| TOTAL FORCE ACCOUNT ESTIMATE - - | <u><u>\$59,493</u></u> |

Office of Chief Engineer  
Detroit, Michigan  
November 18, 1966



**GENERAL NOTES:**

The work covered by this contract includes removing portions of existing structures, construction of the prop. bridge & subbase slab, constr. and removal of temporary trestle, sheeting and grading for temporary and permanent track work, excavating for and placing lightweight backfill, construction of drainage ties and incidental work. All work except as noted is to be done by others and is not part of this contract.

Railroad traffic and communication facilities will be maintained on a temporary detour.

The railroad company will furnish ballast, ties, rails, incidental materials, and labor for all track work on a force account basis.

Approximately 17% of contract costs represents a hazard to G.T.W. RR operations.

The contractor shall submit details of his proposed sheeting and bracing plans for railroad approval.

BLUE PRINT SECTION  
NOV 17 1967  
DEPT. OF STATE HIGHWAYS

LETTING DATE - OCT. 4. 67

SURVEY PLAN  
Scale: 1"=40'-0"

PRELIMINARY PLAN A, Sept. 6, 1966

PLANS PREPARED BY  
**CITY OF DETROIT**  
DEPARTMENT OF PUBLIC WORKS  
CITY ENGINEERS OFFICE  
BUREAU OF HIGHWAYS AND EXPRESSWAYS

APPROVED: *[Signature]* STRUCTURAL ENGINEER  
JOB No. PW 990(1)

| REVISIONS |             |      |    |
|-----------|-------------|------|----|
| NO.       | DESCRIPTION | DATE | BY |
|           |             |      |    |
|           |             |      |    |
|           |             |      |    |

**MICHIGAN STATE HIGHWAY DEPARTMENT**  
GRAND TRUNK WESTERN RAILROAD - MT. CLEMENS SUBDIVISION  
CROSSING THE JEFFRIES FREEWAY IN DETROIT

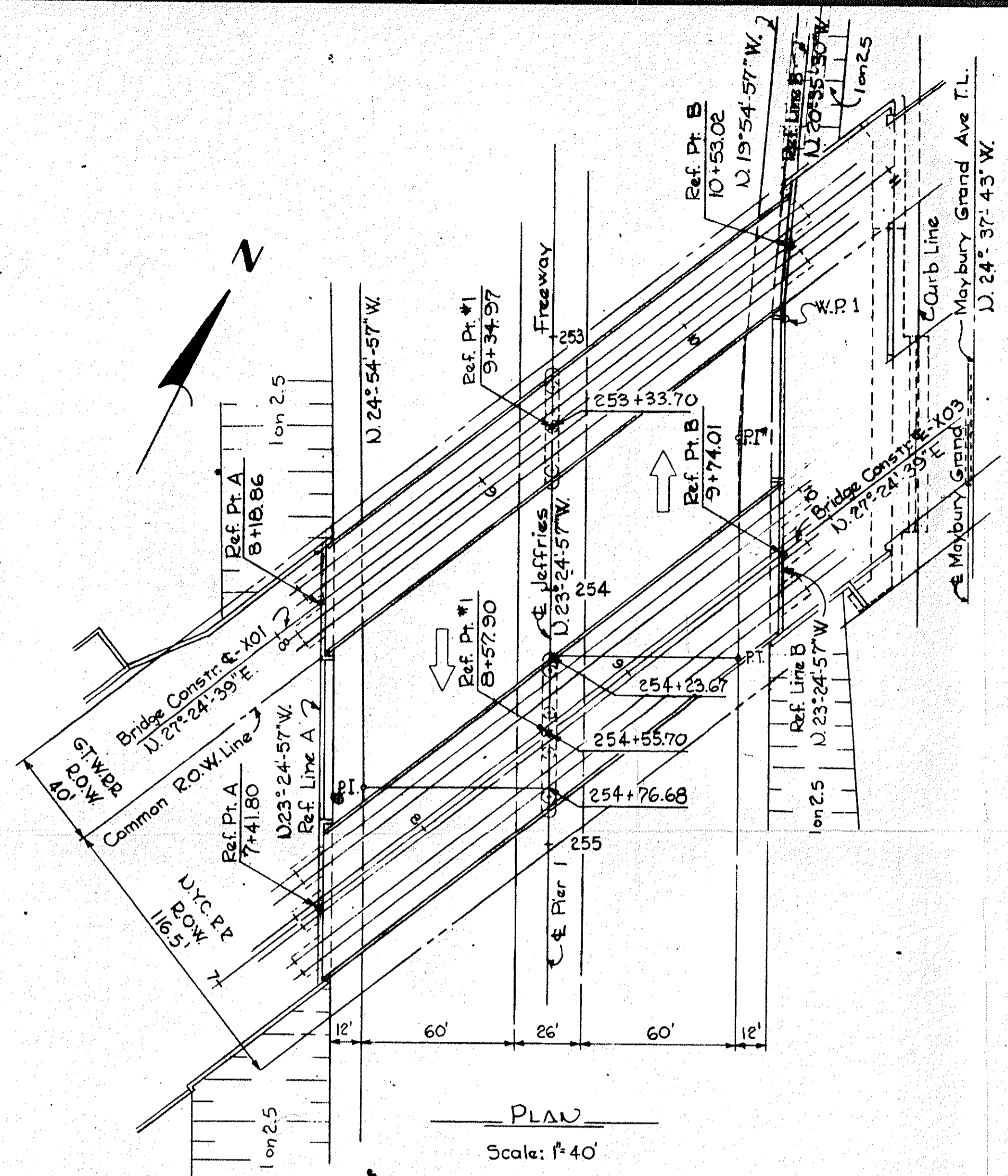
Exhibit A  
CITY OF DETROIT

**GENERAL PLAN OF SITE**

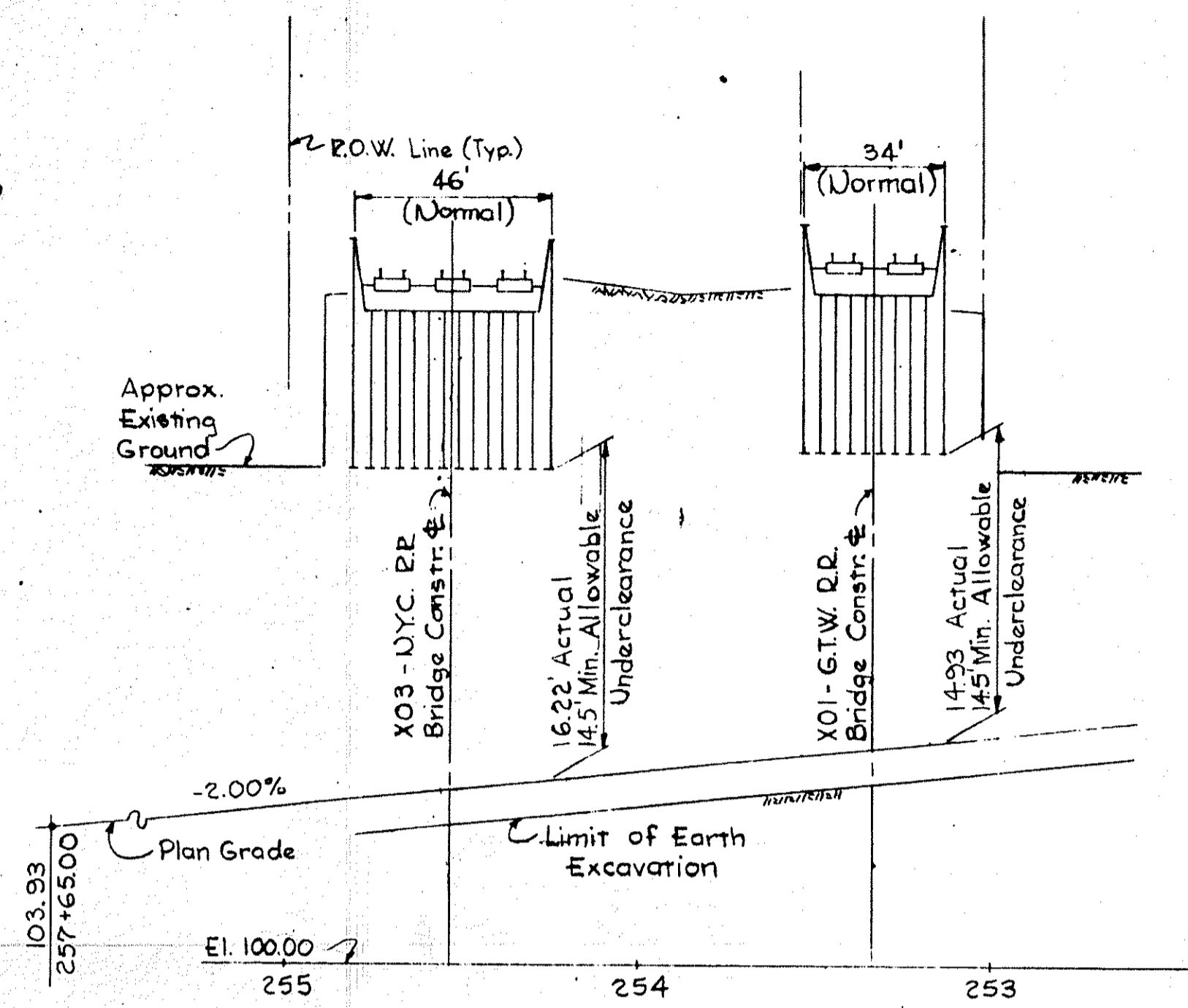
APPROVED: *[Signature]* 9-14-66 DESIGN SUPERVISING ENGINEER  
APPROVED: *[Signature]* 9-14-66 ENGINEER OF DESIGN - CONSULTANTS

|             |              |         |
|-------------|--------------|---------|
| DESIGNED BY | Allen Jensen | 6-66    |
| DRAWN BY    | W.A.L.       | Jun. 66 |
| CHECKED BY  | W.A.L.       | Jun. 66 |
| DATE        |              |         |

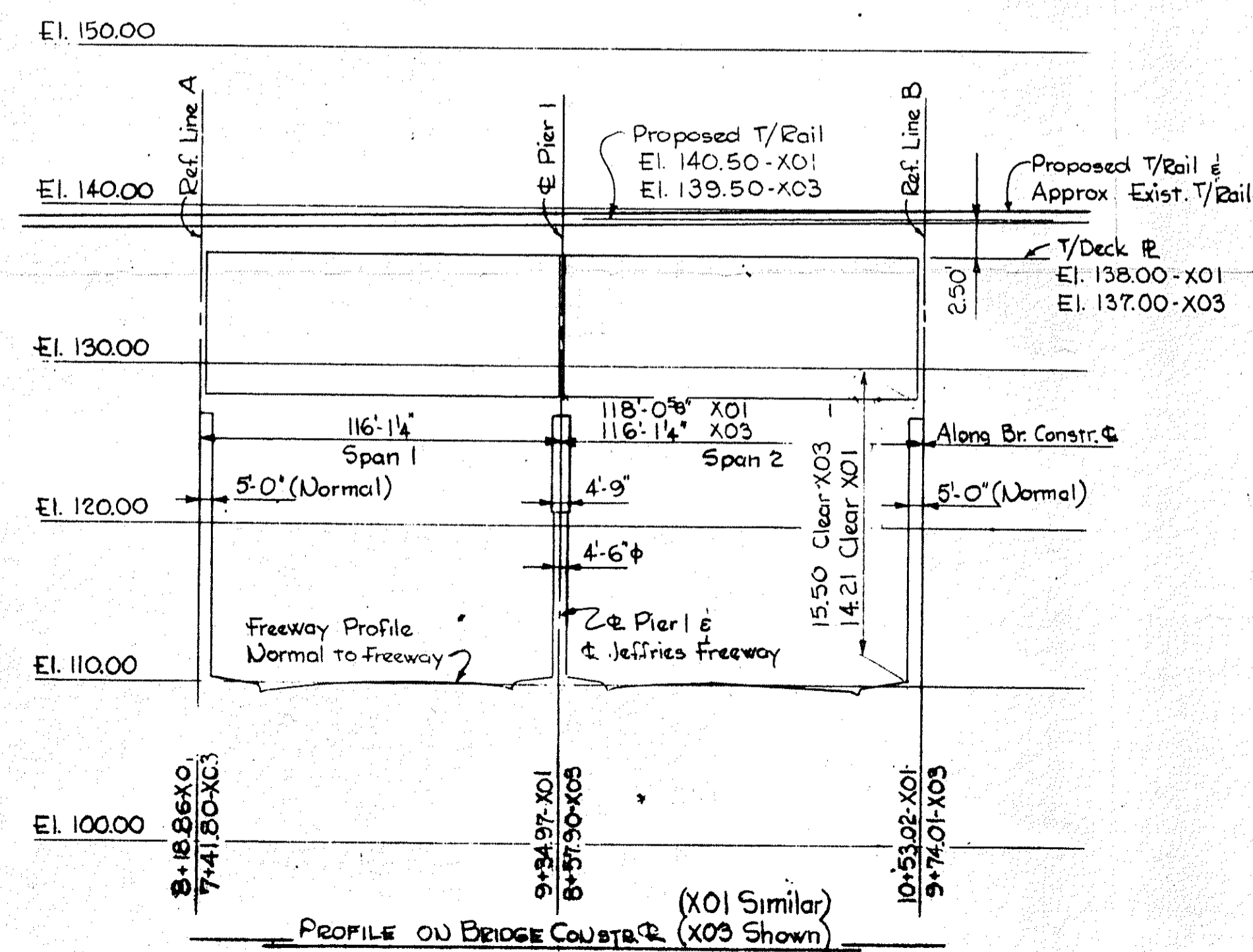
XO1 of 82124A



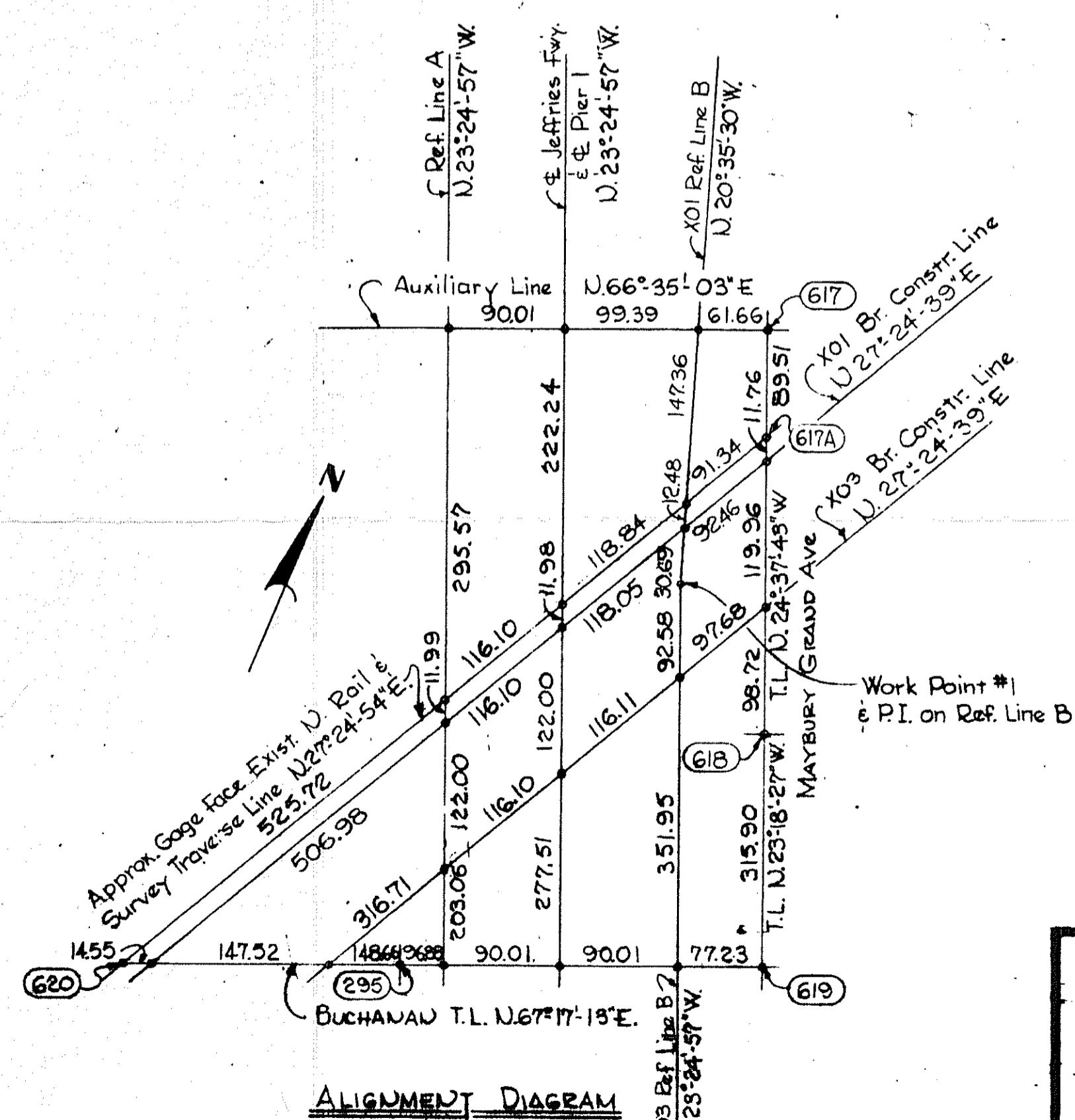
**Curve #1 Data**  
 $\Delta = 03^{\circ}30'00''$   
 $D = 02^{\circ}00'00''$   
 $R = 2864.79'$   
 $T = 87.53'$   
 $L = 175.00'$   
 $PI = 253+36.20$   
 $PT = 254+23.67$



**PROFILE ALONG JEFFRIES FREEWAY**  
 Scale: Horiz. 1" = 40'  
 Vert. 1" = 8'



**PROFILE ON BRIDGE CONSTRUCTION (X03 SHOWN)**  
 Scale: Horiz. 1" = 40'  
 Vert. 1" = 8'



**ALIGNMENT DIAGRAM**  
 + Denotes point of intersection  
 \* Denotes Bridge Reference Point  
 (619) Denotes survey traverse point  
 T.L. Denotes traverse line

**GENERAL NOTES:**

The stationing as shown on these plans for the intersection of the Bridge Construction and the Jeffries Freeway is believed to be correct. It shall however, be checked at the time of starting construction and if the stationing shown on the plans is incorrect, it shall be reported to the Design Office at Lansing and the structure shall be staked out using the actual intersection of the Bridge Construction and the Jeffries Freeway as the control.

Elevations are referred to City of Detroit datum, which is 479.755 Ft. above sea level.

**RAILROAD TRAFFIC DATA**

G.T.W.R.R. - 20 Freight movements per day at a maximum speed of 30 m.p.h.

N.Y.C.R.R. - 48 Freight movements per day at a maximum speed of 40 m.p.h.

The information concerning the movements of trains and speeds thereof does not represent any commitment on the part of the railroad to continue them unchanged, inasmuch as they are subject to change without notice.

**CONSTRUCTION BENCH MARKS**

- P.B.M. 20-252A Elev. 129.12 Cor D Monument N.E. corner of Hancock and Tillman.
- P.B.M. 20-253A Elev. 121.78 Cor D Monument N.E. corner of Selden and Tillman.
- C.B.M. 15 Elev. 127.68 Arrow on hydrant N.E. corner Poplar and Maybury Grand.
- C.B.M. 16 Elev. 124.71 Arrow on hydrant S.W. corner Buchanan and Williams.
- C.B.M. 17 Elev. 130.29 Arrow on hydrant S.E. corner Breckenridge and Williams.
- C.B.M. 18 Elev. 129.26 Arrow on hydrant E. side of Maybury Grand 430' S. of Hancock.

Preliminary Plan A, Sept. 6, 1966

PLANS PREPARED BY  
**CITY OF DETROIT**  
 DEPARTMENT OF PUBLIC WORKS  
 CITY ENGINEERS OFFICE  
 BUREAU OF HIGHWAYS AND EXPRESSWAYS

APPROVED: *C. P. Alder*  
 STRUCTURAL ENGINEER

JOB No.  
 PW 990(1)

| NO. | DESCRIPTION | DATE | BY |
|-----|-------------|------|----|
|     |             |      |    |
|     |             |      |    |
|     |             |      |    |

**MICHIGAN STATE HIGHWAY DEPARTMENT**  
 GRAND TRUNK WESTERN RAILROAD - MT. CLEMENS SUBDIVISION  
 CROSSING THE JEFFRIES FREEWAY IN DETROIT

Exhibit "B"

CITY OF DETROIT

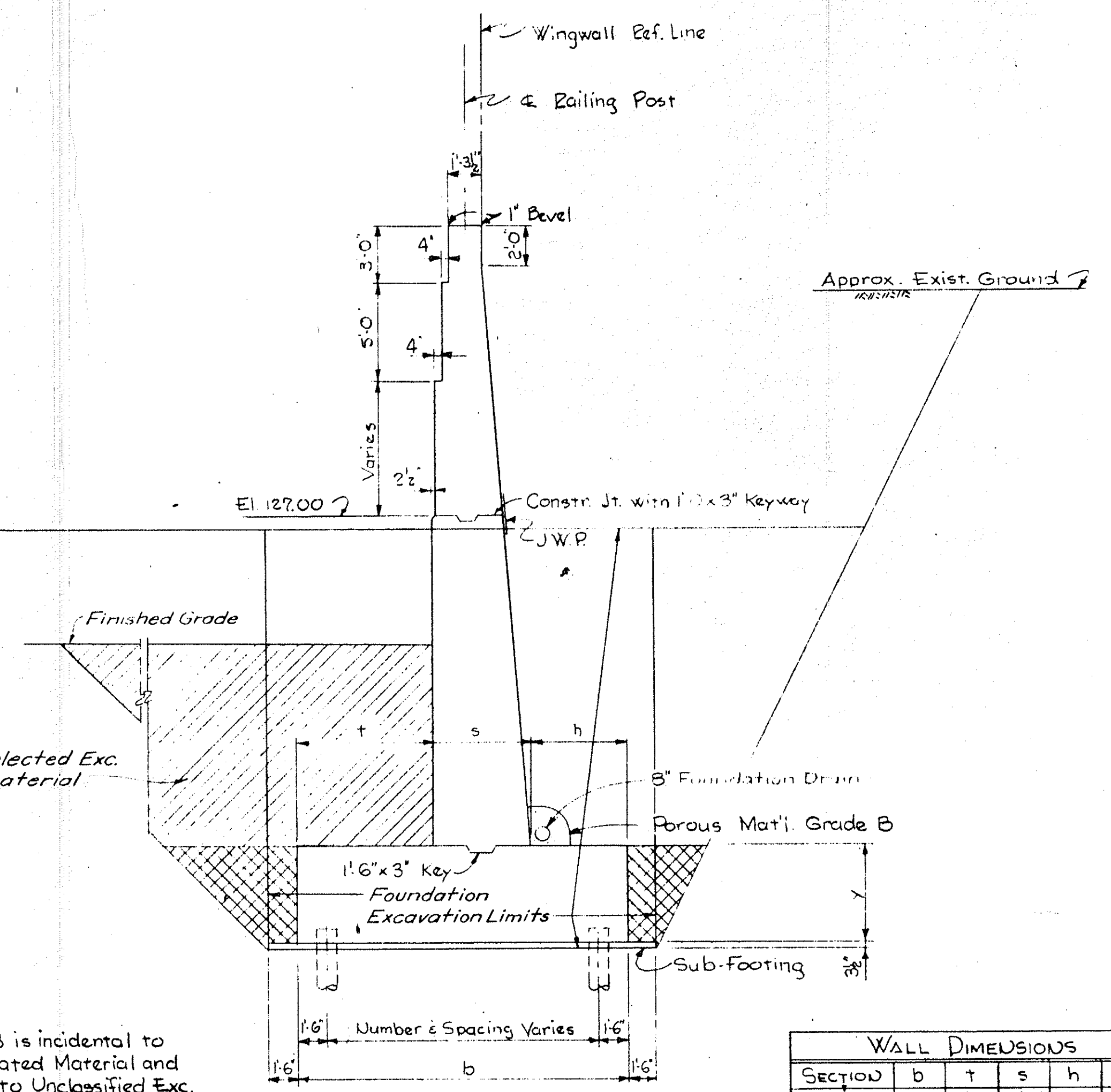
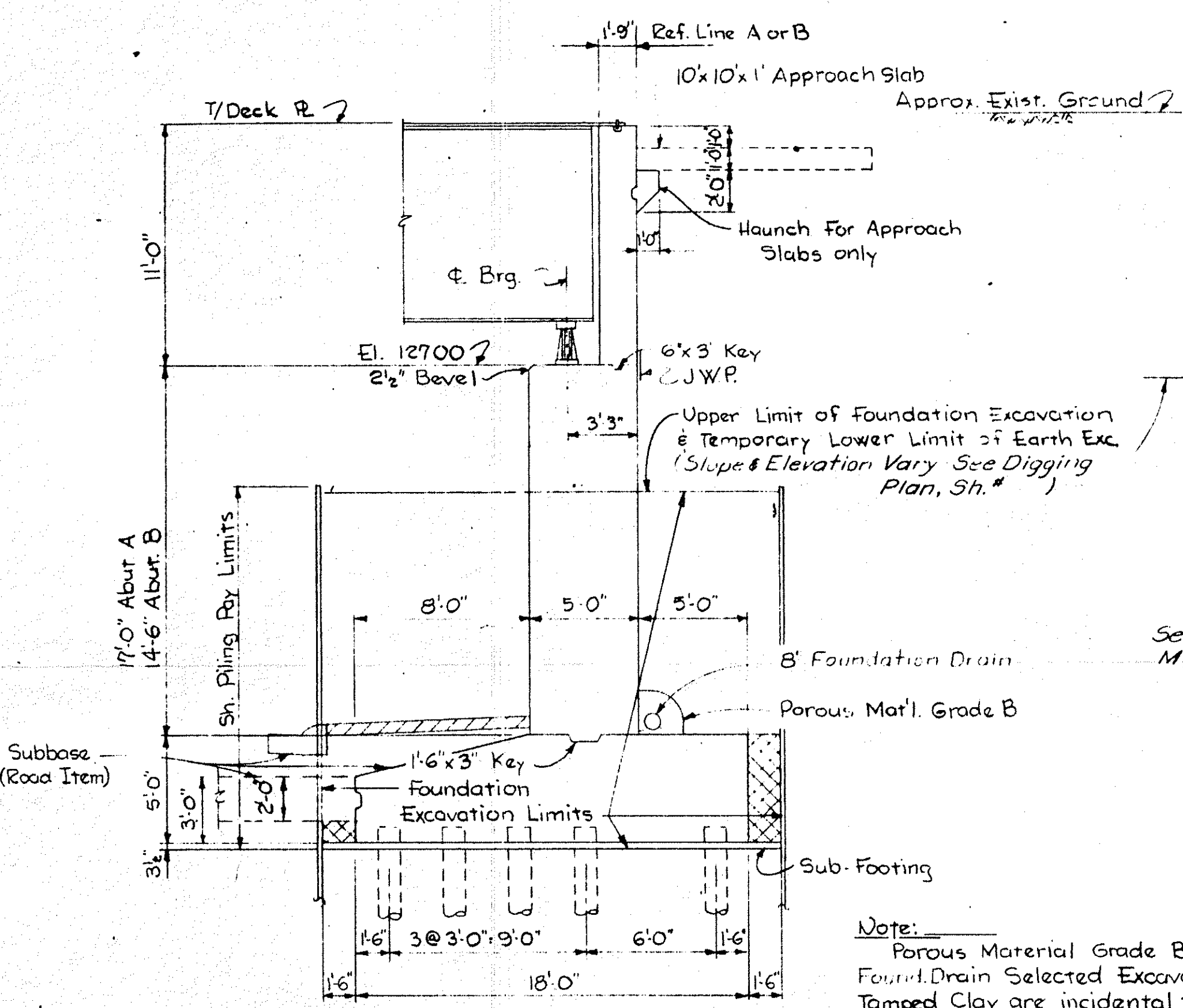
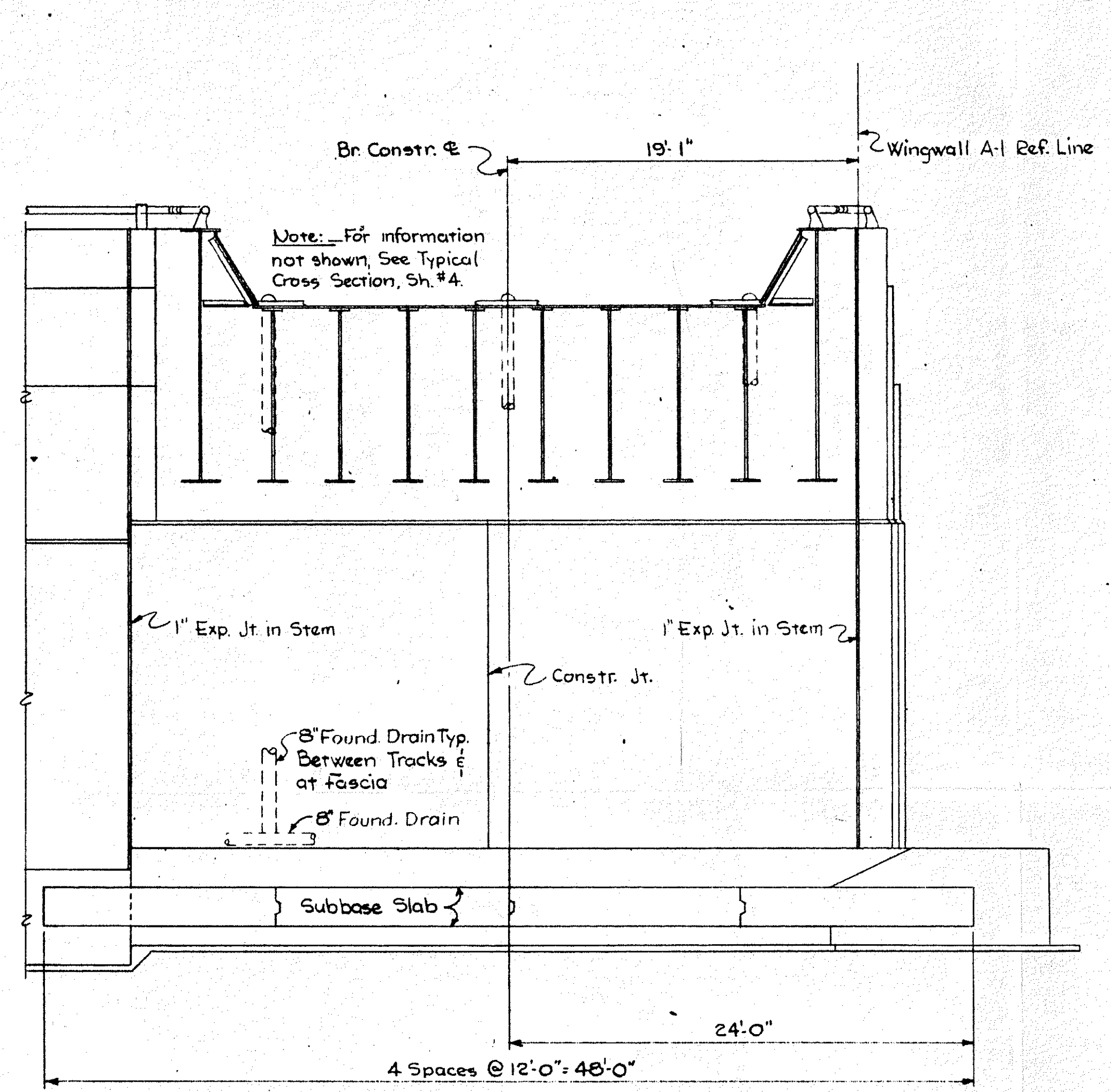
APPROVED: *S. J. Cook* 9-14-66  
 DESIGN SUPERVISING ENGINEER

APPROVED: *Gordon J. Holloway* 9-14-66  
 ENGINEER OF DESIGN - CONSULTANTS

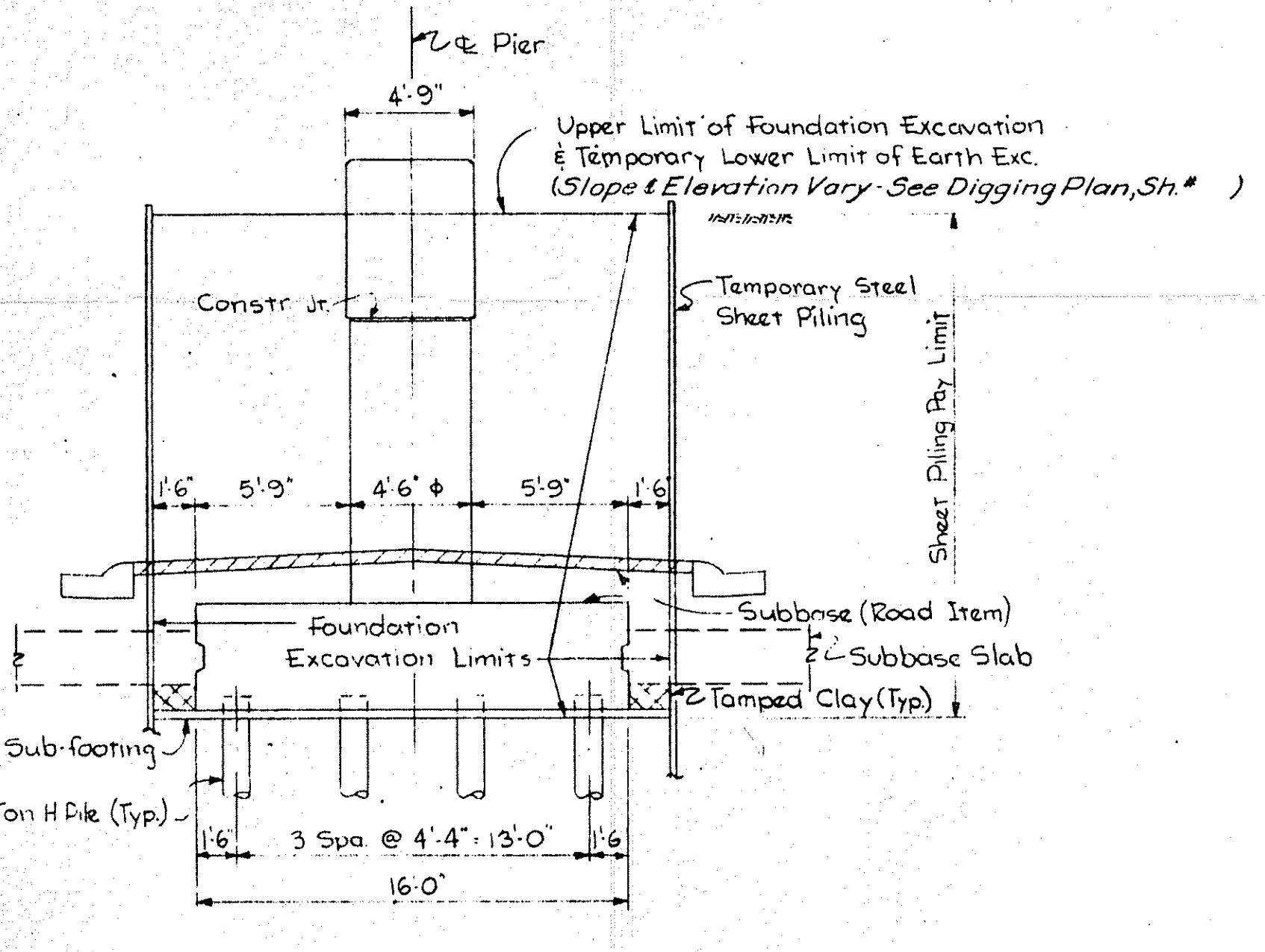
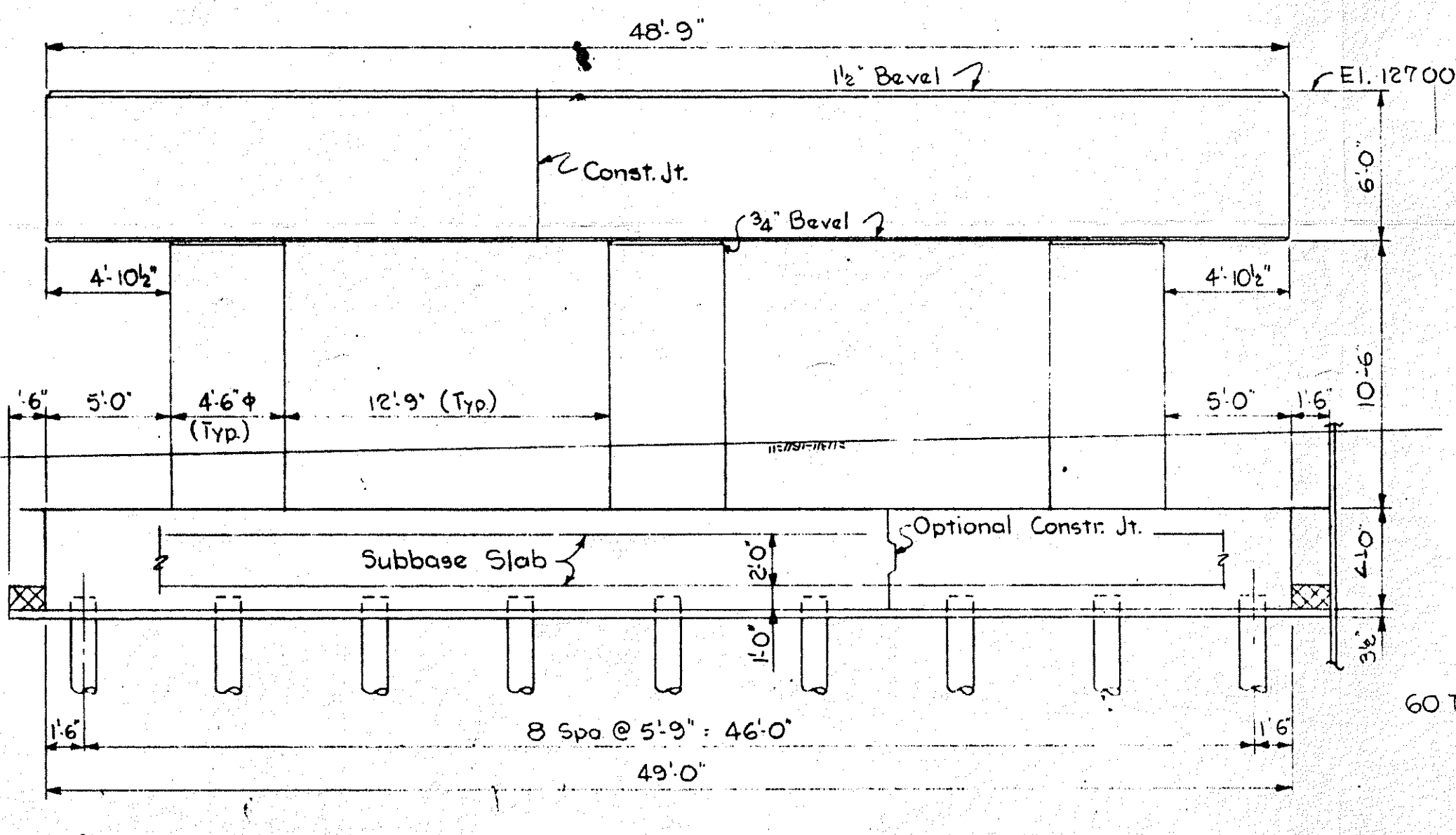
ROAD BOOK *5784* 566  
 DRAWN BY *ALLISON* JAN 66  
 CHECKED BY *W.E.C.* JUN 66  
 SHEET 3 OF 7

X01 of 82124A





| WALL DIMENSIONS |        |       |       |       |       |
|-----------------|--------|-------|-------|-------|-------|
| SECTION         | b      | t     | s     | h     | y     |
| 1               | -      | 7'-9" | 5'-0" | -     | 5'-0" |
| 2               | 20'-0" | 7'-9" | 5'-0" | 7'-3" | 5'-0" |
| 3               | -      | -     | -     | -     | -     |
| 4               | 20'-0" | 7'-9" | 4'-3" | 8'-0" | 3'-0" |
| 5               | 15'-0" | 4'-0" | 4'-0" | 7'-0" | 2'-6" |
| 6               | 11'-0" | 2'-6" | 3'-0" | 5'-6" | 2'-6" |



Note: For Limits of Lightweight Backfill see Digging Plan, Sh. #

Preliminary Plan A - Sept 6, 1966

PLANS PREPARED BY  
CITY OF DETROIT  
DEPARTMENT OF PUBLIC WORKS  
CITY ENGINEERS OFFICE  
BUREAU OF HIGHWAYS AND EXPRESSWAYS

APPROVED: *L. P. Sider*  
STRUCTURAL ENGINEER

JOB No. *177-5011*

| REVISIONS |             |      |    |
|-----------|-------------|------|----|
| NO        | DESCRIPTION | DATE | BY |
|           |             |      |    |

MICHIGAN STATE HIGHWAY DEPARTMENT  
GRAND TRUNK WESTERN RAILROAD - MT. CLEMENS SUBDIVISION  
CROSSING THE JEFFRIES FREEWAY IN DETROIT

Exhibit "C" Sheet 2

GENERAL PLAN OF STRUCTURE

APPROVED: *J. J. Gah* 9.14.66  
DESIGN SUPERVISING ENGINEER

APPROVED: *Harold J. Hilliers* 9.14.66  
ENGINEER OF DESIGN - CONSULTANTS

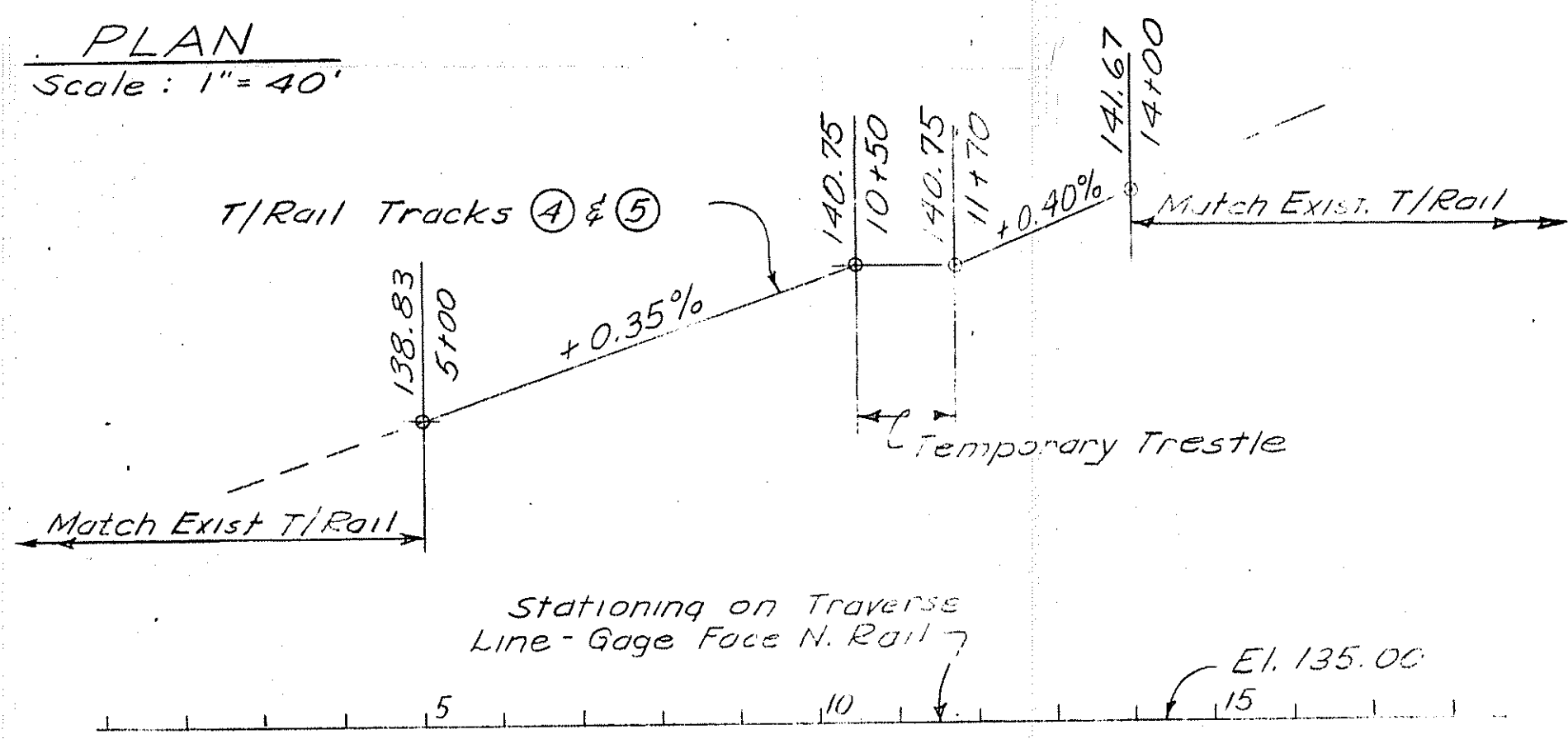
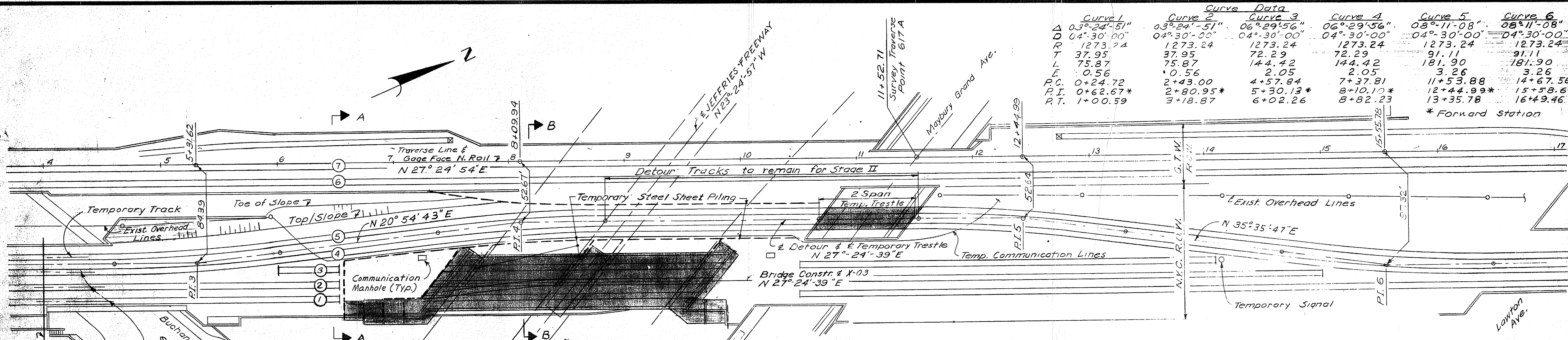
| SQUAD BOSS      | DATE | NO. |
|-----------------|------|-----|
| <i>Sturley</i>  | 7/66 |     |
| <i>Autbelly</i> | 6-66 |     |
| <i>Sturley</i>  | 7-66 |     |

SHEET 5 OF 7

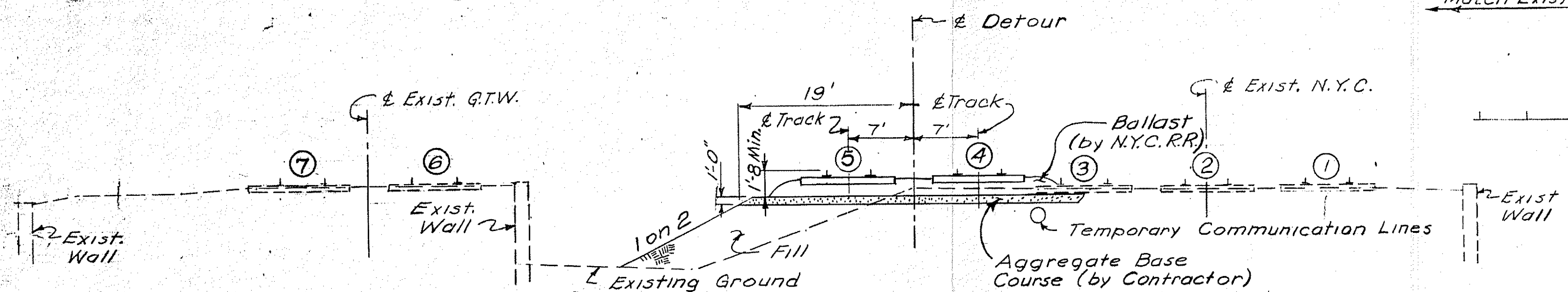
X01 of 82124A

| Curve Data    |             |             |             |             |             |
|---------------|-------------|-------------|-------------|-------------|-------------|
| Curve 1       | Curve 2     | Curve 3     | Curve 4     | Curve 5     | Curve 6     |
| Δ 03°-24'-51" | 03°-24'-51" | 06°-29'-56" | 06°-29'-56" | 08°-11'-08" | 08°-11'-08" |
| D 04°-30'-00" | 04°-30'-00" | 04°-30'-00" | 04°-30'-00" | 04°-30'-00" | 04°-30'-00" |
| R 1273.24     | 1273.24     | 1273.24     | 1273.24     | 1273.24     | 1273.24     |
| T 37.95       | 37.95       | 72.29       | 72.29       | 91.11       | 91.11       |
| L 75.87       | 75.87       | 144.42      | 144.42      | 181.90      | 181.90      |
| E 0.56        | 0.56        | 2.05        | 2.05        | 3.26        | 3.26        |
| P.C. 0+24.72  | 2+43.00     | 4+57.84     | 7+37.81     | 11+53.88    | 14+67.56    |
| P.T. 0+62.67* | 2+80.95*    | 5+30.13*    | 8+10.10*    | 12+44.99*   | 15+58.67*   |
| R.T. 1+00.59  | 3+18.87     | 6+02.26     | 8+82.23     | 13+35.78    | 16+49.46    |

\* Forward Station

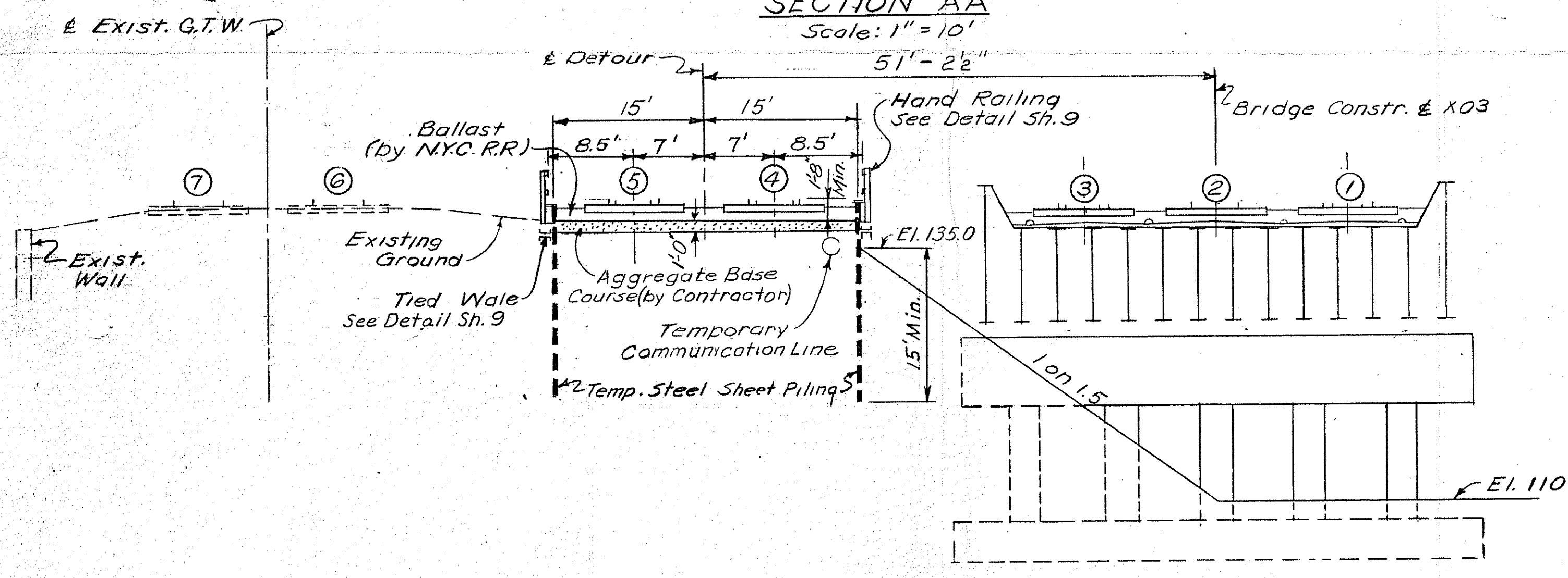


- STAGE I**
- To be done by Contractor:  
Place temporary sheet piling and embankment. Grade for detour tracks (4) & (5). Construct Temporary Trestle over Maybury Grand.
  - To be done by N.Y.C.R.R. Company:  
Place temporary communication line & temporary signal. Place ballast & detour tracks (4) & (5), make track connection as required outside of construction area, & place rails on trestle. Route Railroad traffic to tracks (4) & (5).
  - To be done by Contractor:  
Construct Bridge X03
  - To be done by N.Y.C.R.R. Company:  
Place permanent communication line, ballast & tracks (1), (2), & (3) on new Bridge X03 and approaches. Remove tracks (4) & (5) except parts required for Stage II. Remove temporary signal. Route Railroad traffic to normal operation on tracks (1), (2) & (3) over new Bridge X03



**Note:**  
Selected yellow clayfill required for detour and final grading (Section A-A, Sheets 7, 8, 11) is 1250 cu. yds., detour Stage 1 475 cu. yds., detour Stage 2 575 cu. yds., final grading 2300 cu. yds., total, and is shown as loss in road quantities.

| MISCELLANEOUS QUANTITY - STAGES 1 & 2 |                   |        |     |
|---------------------------------------|-------------------|--------|-----|
| ITEM                                  | UNIT              | AMOUNT |     |
|                                       |                   | X01    | X03 |
| Aggregate Base Course 22A             | Cu. Yds. (C.I.P.) | 736    | 736 |



**SECTION BB**  
Scale: 1" = 10'

Work Sheets 7 Thru 11 Together

**MICHIGAN DEPARTMENT OF STATE HIGHWAYS**

GRAND TRUNK WESTERN RAILROAD - MT. CLEMENS SUBDIVISION  
CROSSING THE JEFFRIES FREEWAY IN DETROIT

**CONSTRUCTION SEQUENCE**  
STAGE I

REVISIONS

| NO. | DESCRIPTION | DATE | BY |
|-----|-------------|------|----|
|     |             |      |    |

APPROVED: *[Signature]* STRUCTURAL ENGINEER

JOB No. PW 990(1)

SQUAD BOSS: STURN 7166  
DRAWN BY: WAL 7166  
TRACED BY: STURN 7166  
CHECKED BY: STURN 7166  
SHEET 7 OF 34

X01 of 82124A

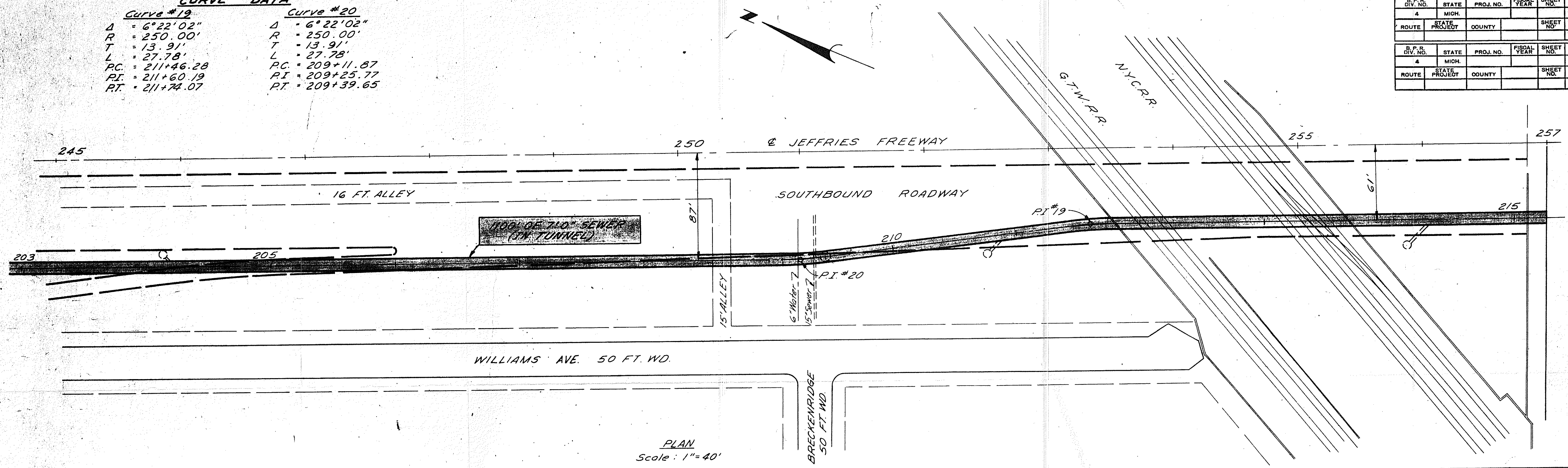
PLANS PREPARED BY  
CITY OF DETROIT  
DEPARTMENT OF PUBLIC WORKS  
CITY ENGINEERS OFFICE  
BUREAU OF HIGHWAYS AND EXPRESSWAYS



| CURVE DATA                  |                             |
|-----------------------------|-----------------------------|
| Curve #19                   | Curve #20                   |
| $\Delta = 6^{\circ}22'02''$ | $\Delta = 6^{\circ}22'02''$ |
| $R = 250.00'$               | $R = 250.00'$               |
| $T = 13.91'$                | $T = 13.91'$                |
| $L = 27.78'$                | $L = 27.78'$                |
| $PC = 211+46.28$            | $PC = 209+11.87$            |
| $PI = 211+60.19$            | $PI = 209+25.77$            |
| $PT = 211+74.07$            | $PT = 209+39.65$            |

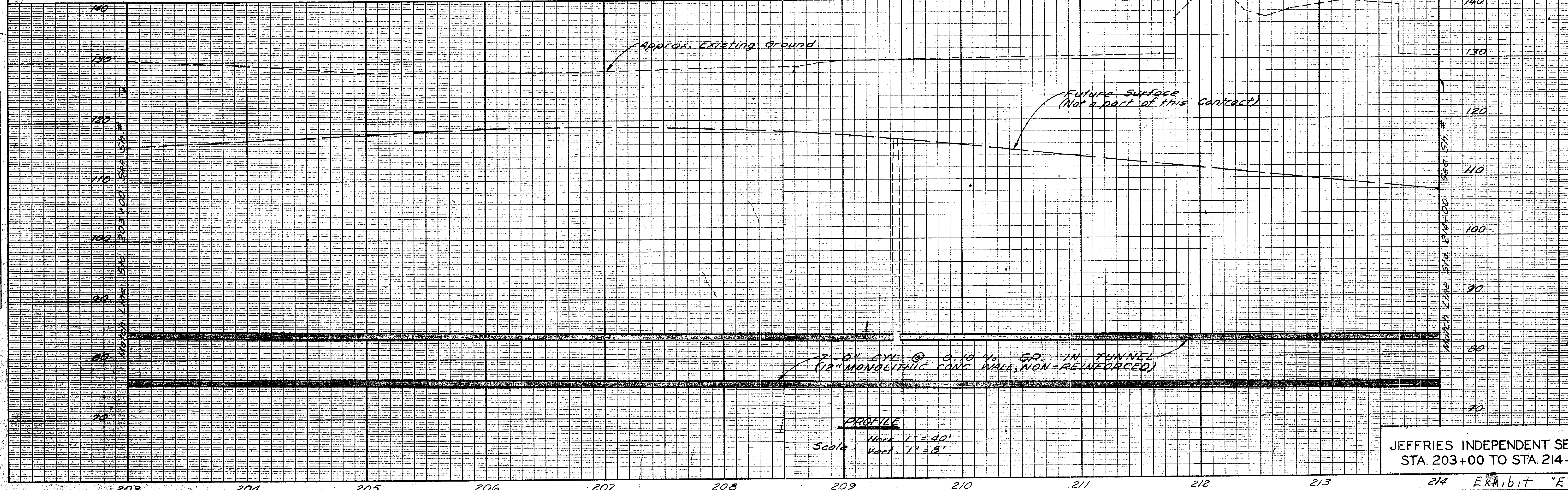
| B.P.R. DIV. NO. | STATE         | PROJ. NO. | FISCAL YEAR | SHEET NO. | TOTAL SHEETS |
|-----------------|---------------|-----------|-------------|-----------|--------------|
| 4               | MICH.         |           |             |           |              |
| ROUTE           | STATE PROJECT | COUNTY    |             | SHEET NO. | TOTAL SHEETS |
|                 |               |           |             |           |              |

| OPERATION | DATE |
|-----------|------|
| BY        |      |
| OPERATION |      |
| INSPECTED |      |
| DESIGNED  |      |
| CHECKED   |      |
| APPROVED  |      |
| DATE      |      |



PLAN  
Scale: 1" = 40'

| Station | Surface El. | Invert El. | Depth |
|---------|-------------|------------|-------|
| 203     | 115.7       | 76.75      | 38.9  |
| 204     | 116.7       | 75.65      | 41.0  |
| 205     | 117.6       | 76.55      | 41.0  |
| 206     | 118.7       | 76.45      | 42.2  |
| 207     | 119.0       | 76.35      | 42.6  |
| 208     | 118.6       | 76.25      | 42.3  |
| 209     | 117.5       | 76.15      | 41.3  |
| 210     | 115.8       | 76.05      | 39.7  |
| 211     | 113.8       | 75.95      | 37.8  |
| 212     | 111.9       | 75.85      | 36.0  |
| 213     | 109.9       | 75.75      | 34.1  |
| 214     | 107.7       | 75.65      | 32.0  |



PROFILE  
HORIZ. 1" = 40'  
VERT. 1" = 8'

JEFFRIES INDEPENDENT SEWER  
STA. 203+00 TO STA. 214+00

214 Exhibit "E"

| FILE NO.      | PROJECT | FEDERAL | SHEET |
|---------------|---------|---------|-------|
| X01 of 82124A |         |         | 5     |